

1 STATE OF OKLAHOMA

2 1st Session of the 53rd Legislature (2011)

3 SENATE BILL 613

By: Paddack

4
5
6 AS INTRODUCED

7 An Act relating to notice to tenant; amending 41 O.S.
8 2001, Section 111, which relates to termination of
9 tenancy; decreasing time period for certain notice;
10 and providing an effective date.

11 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

12 SECTION 1. AMENDATORY 41 O.S. 2001, Section 111, is
13 amended to read as follows:

14 Section 111. A. Except as otherwise provided in the Oklahoma
15 Residential Landlord and Tenant Act, when the tenancy is
16 month-to-month or tenancy at will, the landlord or tenant may
17 terminate the tenancy provided the landlord or tenant gives a
18 written notice to the other at least ~~thirty (30)~~ twenty (20) days
19 before the date upon which the termination is to become effective.
20 The ~~thirty-day~~ twenty-day period to terminate shall begin to run
21 from the date notice to terminate is served as provided in
22 subsection E of this section.

23 B. Except as otherwise provided in the Oklahoma Residential
24 Landlord and Tenant Act, when the tenancy is less than

1 month-to-month, the landlord or tenant may terminate the tenancy
2 provided the landlord or tenant gives to the other a written notice
3 served as provided in subsection E of this section at least seven
4 (7) days before the date upon which the termination is to become
5 effective.

6 C. Unless earlier terminated under the provisions of the
7 Oklahoma Residential Landlord and Tenant Act or unless otherwise
8 agreed upon, a tenancy for a definite term expires on the ending
9 date thereof without notice.

10 D. If the tenant remains in possession without the landlord's
11 consent after the expiration of the term of the rental agreement or
12 its termination under the Oklahoma Residential Landlord and Tenant
13 Act, the landlord may immediately bring an action for possession and
14 damages. If the tenant's holdover is willful and not in good faith
15 the landlord may also recover an amount not more than twice the
16 average monthly rental, computed and prorated on a daily basis, for
17 each month or portion thereof that ~~said~~ the tenant remains in
18 possession. If the landlord consents to the tenant's continued
19 occupancy, a month-to-month tenancy is thus created, unless the
20 parties otherwise agree.

21 E. The written notice, required by the Oklahoma Residential
22 Landlord and Tenant Act, to terminate any tenancy shall be served on
23 the tenant or landlord personally unless otherwise specified by law.
24 If the tenant cannot be located, service shall be made by delivering

1 the notice to any family member of such tenant over the age of
2 twelve (12) years residing with the tenant. If service cannot be
3 made on the tenant personally or on such family member, notice shall
4 be posted at a conspicuous place on the dwelling unit of the tenant.
5 If the notice is posted, a copy of such notice shall be mailed to
6 the tenant by certified mail. If service cannot be made on the
7 landlord personally, the notice shall be mailed to the landlord by
8 certified mail. For the purpose of this subsection, the word
9 "landlord" shall mean any person authorized to receive service of
10 process and notice pursuant to Section 116 of this title.

11 SECTION 2. This act shall become effective November 1, 2011.

12

13 53-1-466 TEK 1/19/2011 3:38:13 PM

14

15

16

17

18

19

20

21

22

23

24