

1                   **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2                                   STATE OF OKLAHOMA

3                                   2nd Session of the 54th Legislature (2014)

4   COMMITTEE SUBSTITUTE  
5   FOR ENGROSSED  
6   SENATE BILL NO. 2089

By: Crain of the Senate

and

Inman of the House

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10                                   COMMITTEE SUBSTITUTE

11                   [ duties of landlord - breach of rental agreement -  
12                    establishing certain suit - recovery -  
13                    prosecutions - effective date ]

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

17                   SECTION 1.           AMENDATORY           41 O.S. 2011, Section 118, is  
18   amended to read as follows:

19                   Section 118.   A.   A landlord shall at all times during the  
20   tenancy:

21                   1.   Except in the case of a single-family residence, keep all  
22   common areas of ~~his~~ the building, grounds, facilities and  
23   appurtenances in a clean, safe and sanitary condition;

1        2. Make all repairs and do whatever is necessary to put and  
2 keep the tenant's dwelling unit and premises in a fit and habitable  
3 condition;

4        3. Maintain in good and safe working order and condition all  
5 electrical, plumbing, sanitary, heating, ventilating, air-  
6 conditioning and other facilities and appliances, including  
7 elevators, supplied or required to be supplied by ~~him~~ the landlord;

8        4. Except in the case of one- or two-family residences or where  
9 provided by a governmental entity, provide and maintain appropriate  
10 receptacles and conveniences for the removal of ashes, garbage,  
11 rubbish and other waste incidental to the occupancy of the dwelling  
12 unit and arrange for the frequent removal of such wastes; ~~and~~

13        5. Except in the case of a single-family residence or where the  
14 service is supplied by direct and independently metered utility  
15 connections to the dwelling unit, supply running water and  
16 reasonable amounts of hot water at all times and reasonable heat;  
17 and

18        6. For multi-family dwellings of more than four families,  
19 maintain public safety and protect from habitual gang or drug  
20 activity in all dwelling units and all common areas of the building,  
21 grounds, facilities and appurtenances. For purposes of this  
22 paragraph, "habitual gang or drug activity" means three or more  
23 criminal acts within a three-year period involving the arrest and  
24 binding over of any person for gang or drug activity.

1 B. The landlord and tenant of a dwelling unit may agree by a  
2 conspicuous writing independent of the rental agreement that the  
3 tenant is to perform specified repairs, maintenance tasks,  
4 alterations or remodeling.

5 C. Prior to the commencement of a rental agreement, if a  
6 landlord knows or has reason to know that the dwelling unit or any  
7 part of the premises was used in the manufacture of methamphetamine,  
8 the landlord shall disclose this information to a prospective  
9 tenant. Provided however, if the landlord has had the level of  
10 contamination assessed within the dwelling unit or pertinent part of  
11 the premises, and it has been determined that the level of  
12 contamination does not exceed one-tenth of one microgram (0.1 mcg)  
13 per one hundred square centimeters (100 cm<sup>2</sup>) of surface materials  
14 within the dwelling unit or pertinent part of the premises, no  
15 disclosure shall be required.

16 SECTION 2. AMENDATORY 41 O.S. 2011, Section 121, is  
17 amended to read as follows:

18 Section 121. A. Except as otherwise provided in this act, if  
19 there is a material noncompliance by the landlord with the terms of  
20 the rental agreement or a noncompliance with any of the provisions  
21 of Section ~~18~~ 118 of this ~~act~~ title which noncompliance materially  
22 affects health or safety, the tenant may deliver to the landlord a  
23 written notice specifying the acts and omissions constituting the  
24 breach and that the rental agreement will terminate upon a date not

1 less than thirty (30) days after receipt of the notice if the breach  
2 is not remedied within fourteen (14) days, and thereafter the rental  
3 agreement shall so terminate as provided in the notice unless the  
4 landlord adequately remedies the breach within the time specified.

5 B. Except as otherwise provided in this act, if there is a  
6 material noncompliance by the landlord with any of the terms of the  
7 rental agreement or any of the provisions of Section ~~18~~ 118 of this  
8 ~~act~~ title which noncompliance materially affects health and the  
9 breach is remediable by repairs, the reasonable cost of which is  
10 less than One Hundred Dollars (\$100.00), the tenant may notify the  
11 landlord in writing of ~~his~~ the intention to correct the condition at  
12 the landlord's expense after the expiration of fourteen (14) days.  
13 If the landlord fails to comply within ~~said~~ fourteen (14) days, or  
14 as promptly as conditions require in the case of an emergency, the  
15 tenant may thereafter cause the work to be done in a workmanlike  
16 manner and, after submitting to the landlord an itemized statement,  
17 deduct from ~~his~~ the rent the actual and reasonable cost or the fair  
18 and reasonable value of the work, not exceeding the amount specified  
19 in this subsection, in which event the rental agreement shall not  
20 terminate by reason of that breach.

21 C. Except as otherwise provided in this act, if, contrary to  
22 the rental agreement or Section ~~18~~ 118 of this ~~act~~ title, the  
23 landlord willfully or negligently fails to supply heat, running  
24 water, hot water, electric, gas or other essential service, the

1 tenant may give written notice to the landlord specifying the breach  
2 and thereafter may:

3 1. Upon written notice, immediately terminate the rental  
4 agreement; or

5 2. Procure reasonable amounts of heat, hot water, running  
6 water, electric, gas or other essential service during the period of  
7 the landlord's noncompliance and deduct their actual and reasonable  
8 cost from the rent; or

9 3. Recover damages based upon the diminution of the fair rental  
10 value of the dwelling unit; or

11 4. Upon written notice, procure reasonable substitute housing  
12 during the period of the landlord's noncompliance, in which case the  
13 tenant is excused from paying rent for the period of the landlord's  
14 noncompliance.

15 D. Except as otherwise provided in this act, if there is a  
16 noncompliance by the landlord with the terms of the rental agreement  
17 or Section ~~18~~ 118 of this ~~act~~ title, which noncompliance renders the  
18 dwelling unit uninhabitable or poses an imminent threat to the  
19 health and safety of any occupant of the dwelling unit and which  
20 noncompliance is not remedied as promptly as conditions require, the  
21 tenant may immediately terminate the rental agreement upon written  
22 notice to the landlord which notice specifies the noncompliance.

23 E. All rights of the tenant under this section do not arise  
24 until ~~he~~ the tenant has given written notice to the landlord or if

1 the condition complained of was caused by the deliberate or  
2 negligent act or omission of the tenant, a member of ~~his~~ the  
3 tenant's family, ~~his~~ the tenant's animal or pet or other person or  
4 animal on the premises with ~~his~~ the consent of the tenant.

5 F. The office of the district attorney serving the county where  
6 the property is located shall have standing to prosecute the  
7 landlord for failure to maintain public safety pursuant to paragraph  
8 6 of subsection A of Section 118 of this title, and may recover the  
9 cumulative amount of rent due for all units from the time that the  
10 landlord knew or should have known of habitual gang or drug activity  
11 until the time such breach was cured. At the discretion of the  
12 district attorney, amounts recovered may be distributed to the  
13 tenants affected by the breach, with a portion, not to exceed fifty  
14 percent (50%) of the amounts recovered, to be allocated to any  
15 district attorney task force related to gang and drug activity.

16 SECTION 3. This act shall become effective November 1, 2014.

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18 COMMITTEE REPORT BY: COMMITTEE ON JUDICIARY, dated 04/09/2014 - DO  
19 PASS, As Amended.

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