

1 **SENATE FLOOR VERSION**

2 February 18, 2014

3 COMMITTEE SUBSTITUTE
4 FOR

5 SENATE BILL NO. 2089

By: Crain of the Senate

and

Inman of the House

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8
9 **[duties of landlord - breach of rental agreement -
10 establishing certain suit - recovery - prosecutions -
11 effective date]**

12
13 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

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

16 Section 118. A. A landlord shall at all times during the
17 tenancy:

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

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

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

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

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

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

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

3 C. Prior to the commencement of a rental agreement, if a
4 landlord knows or has reason to know that the dwelling unit or any
5 part of the premises was used in the manufacture of methamphetamine,
6 the landlord shall disclose this information to a prospective
7 tenant. Provided however, if the landlord has had the level of
8 contamination assessed within the dwelling unit or pertinent part of
9 the premises, and it has been determined that the level of
10 contamination does not exceed one-tenth of one microgram (0.1 mcg)
11 per one hundred square centimeters (100 cm²) of surface materials
12 within the dwelling unit or pertinent part of the premises, no
13 disclosure shall be required.

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

16 Section 121. A. Except as otherwise provided in this act, if
17 there is a material noncompliance by the landlord with the terms of
18 the rental agreement or a noncompliance with any of the provisions
19 of Section ~~18~~ 118 of this ~~act~~ title which noncompliance materially
20 affects health or safety, the tenant may deliver to the landlord a
21 written notice specifying the acts and omissions constituting the
22 breach and that the rental agreement will terminate upon a date not
23 less than thirty (30) days after receipt of the notice if the breach
24 is not remedied within fourteen (14) days, and thereafter the rental

1 agreement shall so terminate as provided in the notice unless the
2 landlord adequately remedies the breach within the time specified.

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

19 C. Except as otherwise provided in this act, if, contrary to
20 the rental agreement or Section ~~18~~ 118 of this ~~act~~ title, the
21 landlord willfully or negligently fails to supply heat, running
22 water, hot water, electric, gas or other essential service, the
23 tenant may give written notice to the landlord specifying the breach
24 and thereafter may:

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

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

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

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

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

21 E. All rights of the tenant under this section do not arise
22 until ~~he~~ the tenant has given written notice to the landlord or if
23 the condition complained of was caused by the deliberate or
24 negligent act or omission of the tenant, a member of ~~his~~ the

1 tenant's family, ~~his~~ the tenant's animal or pet or other person or
2 animal on the premises with ~~his~~ the consent of the tenant.

3 F. In addition to the remedies provided pursuant to this
4 section, a tenant affected by a breach of the landlord's duty to
5 maintain public safety pursuant to paragraph 6 of subsection A of
6 Section 118 of this title may bring suit against the landlord. Such
7 tenant may recover the cumulative amount of rent due from the time
8 that the landlord knew or should have known of habitual gang or drug
9 activity until the time such breach was cured. Additionally, the
10 Office of the District Attorney serving the county where the
11 property is located shall have standing to prosecute the landlord,
12 and may recover the cumulative amount of rent due for all units from
13 the time that the landlord knew or should have known of habitual
14 gang or drug activity until the time such breach was cured. At the
15 discretion of the district attorney, amounts recovered may be
16 distributed to the tenants affected by the breach, with a portion to
17 be allocated to any district attorney task force related to gang and
18 drug activity.

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

20 COMMITTEE REPORT BY: COMMITTEE ON JUDICIARY
21 February 18, 2014 - DO PASS AS AMENDED
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