

**COMMITTEE AMENDMENT**

HOUSE OF REPRESENTATIVES

State of Oklahoma

SPEAKER:

CHAIR:

I move to amend HB3282 \_\_\_\_\_  
Of the printed Bill  
Page \_\_\_\_\_ Section \_\_\_\_\_ Lines \_\_\_\_\_  
Of the Engrossed Bill

By striking the Title, the Enacting Clause, the entire bill, and by  
inserting in lieu thereof the following language:

**AMEND TITLE TO CONFORM TO AMENDMENTS**

Amendment submitted by: Chris Kannady

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Reading Clerk

1 STATE OF OKLAHOMA

2 2nd Session of the 56th Legislature (2018)

3 PROPOSED COMMITTEE  
4 SUBSTITUTE  
5 FOR  
6 HOUSE BILL NO. 3282

By: Kannady

7  
8 PROPOSED COMMITTEE SUBSTITUTE

9 An Act relating to landlord and tenant; authorizing  
10 landlords to require tenants to provide documentation  
11 of disability when requesting assistance animal  
12 accommodations; specifying from whom disability  
13 documentation may be obtained; providing for  
14 penalties for furnishing fraudulent disability  
15 documentation; providing for codification; and  
16 providing an effective date.

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

18 SECTION 1. NEW LAW A new section of law to be codified  
19 in the Oklahoma Statutes as Section 113.2 of Title 41, unless there  
20 is created a duplication in numbering, reads as follows:

21 A landlord may require reliable supporting documentation be  
22 provided by a tenant of a rental dwelling if the tenant asserts a  
23 disability requiring a service animal or assistance animal be  
24 allowed as an accommodation on the rented premises under any  
provision of law. Reliable supporting documentation may be provided  
by a physician or licensed medical professional who does not operate

1 in this state solely to provide certification for service or  
2 assistance animals. Reliable supporting documentation must confirm  
3 the tenant's disability and the relationship between the tenant's  
4 disability and the need for the requested accommodation. A landlord  
5 may not require supporting documentation from a tenant if the  
6 tenant's disability or disability-related need for a service animal  
7 or assistance animal is readily apparent or already known to the  
8 landlord. A landlord shall not be liable for injuries by a person's  
9 service animal or assistance animal permitted on the landlord's  
10 property as a reasonable accommodation to assist the person with a  
11 disability pursuant to the Fair Housing Act, as amended, 42 U.S.C.,  
12 Sections 3601 et seq., the Americans with Disabilities Act of 1990,  
13 42 U.S.C., Sections 12101 et seq., and Section 504 of the  
14 Rehabilitation Act of 1973, as amended, 29 U.S.C., Section 701, or  
15 any other federal, state or local law.

16 SECTION 2. NEW LAW A new section of law to be codified  
17 in the Oklahoma Statutes as Section 113.3 of Title 41, unless there  
18 is created a duplication in numbering, reads as follows:

19 A. It shall be unlawful for an individual, in an attempt to  
20 obtain a reasonable housing accommodation under Section 1 of this  
21 act, to knowingly make a false claim of having a disability that  
22 requires the use of a service animal or assistance animal or  
23 knowingly provide fraudulent supporting documentation in connection  
24 with such a claim.

1       B. If the individual pleads guilty or is convicted of the  
2 offense of providing fraudulent disability documentation under  
3 subsection A of this section, a lessor may evict a lessee collecting  
4 any damages and fees associated with eviction. In addition, the  
5 lessor is entitled to a damage fee not to exceed One Thousand  
6 Dollars (\$1,000.00) from a lessee. Any lessee convicted pursuant to  
7 subsection A of this section shall perform thirty (30) hours of  
8 community service for an organization that serves individuals with  
9 disabilities, or for another entity or organization at the  
10 discretion of the court, to be completed not more than six (6)  
11 months after the conclusion of the court case.

12       SECTION 3. This act shall become effective November 1, 2018.

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14       56-2-9808       JBH       02/19/18  
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