

STATE OF OKLAHOMA

1st Session of the 57th Legislature (2019)

COMMITTEE SUBSTITUTE
FOR

HOUSE BILL NO. 1134

By: Bennett

COMMITTEE SUBSTITUTE

An Act relating to landlord and tenant; amending 41 O.S. 2011, Section 121, which relates to the Oklahoma Residential Landlord and Tenant Act; modifying amount of deduction from rent for repairs; and providing an effective date.

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

SECTION 1. AMENDATORY 41 O.S. 2011, Section 121, is amended to read as follows:

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

1 is not remedied within fourteen (14) days, and thereafter the rental
2 agreement shall so terminate as provided in the notice unless the
3 landlord adequately remedies the breach within the time specified.

4 B. Except as otherwise provided in this act, if there is a
5 material noncompliance by the landlord with any of the terms of the
6 rental agreement or any of the provisions of Section ~~18~~ 118 of this
7 ~~act~~ title which noncompliance materially affects health and the
8 breach is remediable by repairs, the reasonable cost of which is
9 less than ~~One Hundred Dollars (\$100.00)~~ Two Hundred Dollars
10 (\$200.00), the tenant may notify the landlord in writing of ~~his~~ the
11 tenant's intention to correct the condition at the landlord's
12 expense after the expiration of fourteen (14) days. If the landlord
13 fails to comply within said fourteen (14) days, or as promptly as
14 conditions require in the case of an emergency, the tenant may
15 thereafter cause the work to be done in a workmanlike manner and,
16 after submitting to the landlord an itemized statement, deduct from
17 ~~his~~ the rent the actual and reasonable cost or the fair and
18 reasonable value of the work, not exceeding the amount specified in
19 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 tenant's consent.

5 SECTION 2. This act shall become effective November 1, 2019.

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