

1 ENGROSSED SENATE
2 BILL NO. 1427

By: Montgomery of the Senate

3 and

4 Miller of the House

5
6 [landlord and tenant - early termination of tenancy
7 under certain circumstances - codification -
8 effective date]
9

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

11 SECTION 1. AMENDATORY 41 O.S. 2011, Section 111, as last
12 amended by Section 1, Chapter 115, O.S.L. 2019 (41 O.S. Supp. 2019,
13 Section 111), is 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 month-to-
16 month or tenancy at will, the landlord or tenant may terminate the
17 tenancy provided the landlord or tenant gives a written notice to
18 the other at least thirty (30) days before the date upon which the
19 termination is to become effective. The thirty-day period to
20 terminate shall begin to run from the date notice to terminate is
21 served as provided in subsection E of this section.

22 B. Except as otherwise provided in the Oklahoma Residential
23 Landlord and Tenant Act, when the tenancy is less than month-to-
24 month, the landlord or tenant may terminate the tenancy provided the

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

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

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

19 E. The written notice, required by the Oklahoma Residential
20 Landlord and Tenant Act, to terminate any tenancy shall be served on
21 the tenant or landlord personally unless otherwise specified by law.
22 If the tenant cannot be located, service shall be made by delivering
23 the notice to any family member of such tenant over the age of
24 twelve (12) years residing with the tenant. If service cannot be

1 made on the tenant personally or on such family member, notice shall
2 be posted at a conspicuous place on the dwelling unit of the tenant.
3 If the notice is posted, a copy of such notice shall be mailed to
4 the tenant by certified mail or by mailing such notice through the
5 Firm Mailing Book for Accountable Mail as provided by the United
6 States Post Office. If service cannot be made on the landlord
7 personally, the notice shall be mailed to the landlord by certified
8 mail. For the purpose of this subsection, the word "landlord" shall
9 mean any person authorized to receive service of process and notice
10 pursuant to Section 116 of this title.

11 F. A victim of domestic violence, sexual violence or stalking
12 may terminate a lease without penalty by providing written notice
13 and either a protective order or a police report of an incident of
14 such violence within thirty (30) days of such incident, unless the
15 landlord waives such time period. The perpetrator of such violence
16 may be held civilly liable for any economic loss incurred by the
17 landlord as a result of the early lease termination.

18 G. The provisions of this section shall not apply to an
19 occupant who has no rental agreement with the landlord and with whom
20 the landlord has not consented to creating a tenancy. A landlord
21 shall have the right to demand that such an occupant vacate the
22 dwelling unit or the premises or both and shall not be required to
23 commence eviction proceedings. If the occupant wrongfully fails to
24 comply within a reasonable time, the occupant shall, upon

conviction, be guilty of a trespass and may be punished by a fine not to exceed Five Hundred Dollars (\$500.00).

SECTION 2. AMENDATORY 41 O.S. 2011, Section 113, is amended to read as follows:

Section 113. A. A rental agreement may not provide that either party thereto:

1. Agrees to waive or forego rights or remedies under ~~this act~~ the Oklahoma Residential Landlord and Tenant Act;

2. Authorizes any person to confess judgment on a claim arising out of the rental agreement;

3. Agrees to pay the other party's attorney's fees;

4. Agrees to the exculpation, limitation or indemnification of any liability arising under law for damages or injuries to persons or property caused by or resulting from the acts or omissions of either party, their agents, servants or employees in the operation or maintenance of the dwelling unit or the premises of which it is a part; ~~or~~

5. Agrees to the establishment of a lien except as allowed by ~~this act~~ the Oklahoma Residential Landlord and Tenant Act in and to the property of the other party; or

6. Agrees to waive or limit his or her right to summon a peace officer or other emergency assistance in an emergency.

B. A provision prohibited by subsection A of this section and included in a rental agreement is unenforceable.

1 SECTION 3. NEW LAW A new section of law to be codified

2 in the Oklahoma Statutes as Section 113.3 of Title 41, unless there
3 is created a duplication in numbering, reads as follows:

4 A. A landlord shall not deny, refuse to renew or terminate a
5 tenancy because the applicant, tenant or member of the household is
6 a victim or alleged victim of domestic violence, sexual violence or
7 stalking regardless of whether there exists a current protective
8 order. A landlord shall not deny a tenancy or retaliate against a
9 tenant because the applicant or tenant has previously terminated a
10 rental agreement because the applicant or tenant is a victim of
11 domestic violence, sexual violence or stalking.

12 B. A landlord may deny, refuse to renew or terminate a tenancy
13 because the applicant or tenant has been convicted of an offense of
14 domestic violence, sexual violence or stalking.

15 SECTION 4. This act shall become effective November 1, 2020.

1 Passed the Senate the 11th day of March, 2020.

2
3 _____
4 Presiding Officer of the Senate

5 Passed the House of Representatives the ____ day of _____,
6 2020.

7
8 _____
9 Presiding Officer of the House
10 of Representatives