

1 STATE OF OKLAHOMA

2 2nd Session of the 57th Legislature (2020)

3 SENATE BILL 1301

By: Montgomery

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5
6 AS INTRODUCED

7 An Act relating to landlord breach of rental
8 agreement; amending 41 O.S. 2011, Section 121, which
9 relates to deductions from rent for repairs;
10 increasing amount of deduction permissible under
11 certain circumstances; updating statutory references;
12 making language gender neutral; updating statutory
13 language; and providing an effective date.

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

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

17 Section 121. A. Except as otherwise provided in ~~this act~~
18 Section 101 et seq. of this title, if there is a material
19 noncompliance by the landlord with the terms of the rental agreement
20 or a noncompliance with any of the provisions of Section ~~10~~ 118 of
21 this ~~act~~ title which noncompliance materially affects health or
22 safety, the tenant may deliver to the landlord a written notice
23 specifying the acts and omissions constituting the breach and that
24 the rental agreement will terminate upon a date not less than thirty
25 (30) days after receipt of the notice if the breach is not remedied

1 within fourteen (14) days, and thereafter the rental agreement shall
2 so terminate as provided in the notice unless the landlord
3 adequately remedies the breach within the time specified.

4 B. Except as otherwise provided in ~~this act~~ Section 101 et seq.
5 of this title, if there is a material noncompliance by the landlord
6 with any of the terms of the rental agreement or any of the
7 provisions of Section ~~18~~ 118 of this ~~act~~ title which noncompliance
8 materially affects health and the breach is remediable by repairs,
9 the reasonable cost of which is ~~less than One Hundred Dollars~~
10 ~~(\$100.00)~~ the lesser of Four Hundred Dollars (\$400.00) or half of
11 one month's rent, the tenant may notify the landlord in writing of
12 ~~his~~ the tenant's intention to correct the condition at the
13 landlord's expense after the expiration of fourteen (14) days. If
14 the landlord fails to comply within ~~said~~ fourteen (14) days, or as
15 promptly as conditions require in the case of an emergency, the
16 tenant may thereafter cause the work to be done in a workmanlike
17 manner and, after submitting to the landlord an itemized statement,
18 deduct from ~~his~~ the rent the actual and reasonable cost or the fair
19 and reasonable value of the work, not exceeding the amount specified
20 in this subsection, in which event the rental agreement shall not
21 terminate by reason of that breach.

22 C. Except as otherwise provided in ~~this act~~ Section 101 et seq.
23 of this title, if, contrary to the rental agreement or Section ~~18~~
24 118 of this ~~act~~ title, the landlord willfully or negligently fails

1 to supply heat, running water, hot water, electric, gas or other
2 essential service, the tenant may give written notice to the
3 landlord specifying the breach and thereafter may:

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

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

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

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

16 D. Except as otherwise provided in ~~this act~~ Section 101 et seq.
17 of this title, if there is a noncompliance by the landlord with the
18 terms of the rental agreement or Section ~~10~~ 118 of this ~~act~~ title,
19 which noncompliance renders the dwelling unit uninhabitable or poses
20 an imminent threat to the health and safety of any occupant of the
21 dwelling unit and which noncompliance is not remedied as promptly as
22 conditions require, the tenant may immediately terminate the rental
23 agreement upon written notice to the landlord which notice specifies
24 the noncompliance.

1 E. All rights of the tenant under this section do not arise
2 until ~~he~~ the tenant has given written notice to the landlord or if
3 the condition complained of was caused by the deliberate or
4 negligent act or omission of the tenant, a member of his or her
5 family, his or her animal or pet or other person or animal on the
6 premises with ~~his~~ consent of the tenant.

7 SECTION 2. This act shall become effective November 1, 2020.
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