

STATE OF OKLAHOMA

1st Session of the 57th Legislature (2019)

HOUSE BILL 1134

By: Bennett

AS INTRODUCED

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 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)~~ Two Hundred Dollars  
9 (\$200.00), the tenant may notify the landlord in writing of ~~his~~ the  
10 tenant's intention to correct the condition at the landlord's  
11 expense after the expiration of fourteen (14) days. If the landlord  
12 fails to comply within said fourteen (14) days, or as promptly as  
13 conditions require in the case of an emergency, the tenant may  
14 thereafter cause the work to be done in a workmanlike manner and,  
15 after submitting to the landlord an itemized statement, deduct from  
16 ~~his~~ the rent the actual and reasonable cost or the fair and  
17 reasonable value of the work, not exceeding the amount specified in  
18 this subsection, in which event the rental agreement shall not  
19 terminate by reason of that breach.

20 C. Except as otherwise provided in this act, if, contrary to  
21 the rental agreement or Section ~~18~~ 118 of this ~~act~~ title, the  
22 landlord willfully or negligently fails to supply heat, running  
23 water, hot water, electric, gas or other essential service, the  
24

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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