

1 STATE OF OKLAHOMA

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

3 HOUSE BILL 2855

By: Pae

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6 AS INTRODUCED

7 An Act relating to landlord and tenant; amending 41
8 O.S. 2011, Sections 111, as last amended by Section
9 1, Chapter 115, O.S.L. 2019 (41 O.S. Supp. 2019,
10 Section 111) and 113, which relate to termination of
11 tenancy and rental agreements; authorizing early
12 termination of tenancy under certain circumstances;
13 providing for liability for certain economic loss;
14 prohibiting certain provision in rental agreement;
15 prohibiting denial of tenancy under certain
16 circumstances; providing for codification; and
17 providing an effective date.

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

19 SECTION 1. AMENDATORY 41 O.S. 2011, Section 111, as last
20 amended by Section 1, Chapter 115, O.S.L. 2019 (41 O.S. Supp. 2019,
21 Section 111), is amended to read as follows:

22 Section 111. A. Except as otherwise provided in the Oklahoma
23 Residential Landlord and Tenant Act, when the tenancy is month-to-
24 month or tenancy at will, the landlord or tenant may terminate the
tenancy provided the landlord or tenant gives a written notice to
the other at least thirty (30) days before the date upon which the
termination is to become effective. The thirty-day period to

1 terminate shall begin to run from the date notice to terminate is
2 served as provided in subsection E of this section.

3 B. Except as otherwise provided in the Oklahoma Residential
4 Landlord and Tenant Act, when the tenancy is less than month-to-
5 month, the landlord or tenant may terminate the tenancy provided the
6 landlord or tenant gives to the other a written notice served as
7 provided in subsection E of this section at least seven (7) days
8 before the date upon which the termination is to become effective.

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

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

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1 E. The written notice, required by the Oklahoma Residential
2 Landlord and Tenant Act, to terminate any tenancy shall be served on
3 the tenant or landlord personally unless otherwise specified by law.
4 If the tenant cannot be located, service shall be made by delivering
5 the notice to any family member of such tenant over the age of
6 twelve (12) years residing with the tenant. If service cannot be
7 made on the tenant personally or on such family member, notice shall
8 be posted at a conspicuous place on the dwelling unit of the tenant.
9 If the notice is posted, a copy of such notice shall be mailed to
10 the tenant by certified mail or by mailing such notice through the
11 Firm Mailing Book for Accountable Mail as provided by the United
12 States Post Office. If service cannot be made on the landlord
13 personally, the notice shall be mailed to the landlord by certified
14 mail. For the purpose of this subsection, the word "landlord" shall
15 mean any person authorized to receive service of process and notice
16 pursuant to Section 116 of this title.

17 F. A victim of domestic violence, sexual violence or stalking
18 may terminate a lease without penalty by providing written notice
19 and either a protective order or a police report of an incident of
20 such violence within thirty (30) days of such incident, unless the
21 landlord waives such time period. The perpetrator of such violence
22 may be held civilly liable for any economic loss incurred by the
23 landlord as a result of the early lease termination.
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1 G. The provisions of this section shall not apply to an
2 occupant who has no rental agreement with the landlord and with whom
3 the landlord has not consented to creating a tenancy. A landlord
4 shall have the right to demand that such an occupant vacate the
5 dwelling unit or the premises or both and shall not be required to
6 commence eviction proceedings. If the occupant wrongfully fails to
7 comply within a reasonable time, the occupant shall, upon
8 conviction, be guilty of a trespass and may be punished by a fine
9 not to exceed Five Hundred Dollars (\$500.00).

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

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

- 14 1. Agrees to waive or forego rights or remedies under this act;
- 15 2. Authorizes any person to confess judgment on a claim arising
16 out of the rental agreement;
- 17 3. Agrees to pay the other party's attorney's fees;
- 18 4. Agrees to the exculpation, limitation or indemnification of
19 any liability arising under law for damages or injuries to persons
20 or property caused by or resulting from the acts or omissions of
21 either party, their agents, servants or employees in the operation
22 or maintenance of the dwelling unit or the premises of which it is a
23 part; ~~or~~

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1 5. Agrees to the establishment of a lien except as allowed by
2 this act in and to the property of the other party; or

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

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

7 SECTION 3. NEW LAW A new section of law to be codified
8 in the Oklahoma Statutes as Section 113.3 of Title 41, unless there
9 is created a duplication in numbering, reads as follows:

10 A landlord shall not deny, refuse to renew or terminate a
11 tenancy because the applicant, tenant or member of the household is
12 a victim or alleged victim of domestic violence, sexual violence or
13 stalking, whether or not there exists a current protective order. A
14 landlord shall not deny a tenancy or retaliate against an applicant
15 or tenant because the applicant or tenant has previously terminated
16 a rental agreement because the applicant or tenant was a victim of
17 domestic violence, sexual violence or stalking.

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

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20 57-2-9071 LRB 12/03/19
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