

STATE OF OKLAHOMA

2nd Session of the 57th Legislature (2020)

HOUSE BILL 3710

By: Kannady

AS INTRODUCED

An Act relating to landlord and tenant; creating the Revised Uniform Residential Landlord and Tenant Act; defining terms; providing scope of act; providing for enforcement; providing duty to mitigate; imposing obligation of good faith; authorizing court to refuse enforcement of unconscionable leases or settlement agreements; providing for presentment of evidence; specifying what constitutes knowledge; providing requirements for notice; providing required disclosures by landlord; providing required disclosures by tenant; providing that principles of law and equity supplement act; providing terms and conditions for leases; providing for delivery of lease to tenant; providing effect of unsigned lease; providing for implied leases; prohibiting certain provisions in leases; prohibiting receipt of rent by landlord without assuming certain duties; providing for attorney fees for action to enforce a right or remedy, with exception; providing duties of the landlord; placing limitations on landlord liability; authorizing landlord to enforce rules governing use and enjoyment of premises; providing for rules adopted by third parties governing use and enjoyment of premises; providing remedies for tenant for nondisclosure of third-party rules; providing tenant remedies for other issues; requiring notice to landlord and opportunity to remedy noncompliance with lease; specifying tenant's remedies; providing limitations on remedies; providing for material noncompliance; providing remedy for landlord's failure to deliver possession of dwelling unit to tenant; providing remedies if tenant makes repairs to dwelling unit; providing remedy for failure of essential service; providing that landlord's

1 noncompliance is defense for nonpayment of rent;
2 providing remedy for unlawful removal of tenant;
3 providing remedy for willful interruption of
4 essential service; providing duties of tenant;
5 providing landlord remedies; providing remedies for
6 nonpayment of rent and other noncompliance with
7 lease; requiring notice; providing exceptions to
8 notice requirement; specifying contents of notice;
9 specifying types of relief for landlord; providing
10 that certain action by the landlord constitute a
11 waiver of right to terminate lease; abolishing
12 distraint for rent; prohibiting certain liens;
13 providing for abandonment of dwelling unit by tenant;
14 prohibiting recovery of dwelling unit by self-help;
15 requiring recovery through an action permitted by
16 law; providing for access to dwelling unit; limiting
17 landlord access; requiring certain notice; providing
18 remedies for abuse of access; providing for periodic
19 and holdover tenancy; providing for termination of
20 periodic tenancy; requiring notice; providing remedy
21 for holdover tenancy; providing procedure, rights and
22 responsibilities upon death of tenant; prohibiting
23 retaliation by landlord for certain actions by
24 tenant; describing retaliatory actions; providing
remedies for tenant for retaliatory actions;
providing for presumption of retaliatory conduct;
providing remedy for landlord for bad-faith action of
tenant; providing for disposition of tenant personal
property on termination or abandonment of dwelling
unit; providing what constitutes relinquishment of
dwelling unit; providing for retrieval of personal
property; authorizing landlord to require tenant to
pay certain costs; authorizing landlord to dispose of
certain items; authorizing landlord to transfer
animals; providing for disposal of abandoned personal
property; providing landlord with immunity from
liability in certain circumstances; providing
procedure for removal and disposition of personal
property of deceased tenant; providing effect of
domestic abuse, stalking or sex offense; defining
terms; providing for early release or termination of
lease; providing procedures and requirements;
providing obligations of landlord upon certain early
release or termination of lease; providing
requirements for verification; providing liability of
perpetrator for damages; providing for change of lock
or other security device; providing effect of court

1 order to vacate; providing for termination of tenancy
2 of perpetrator without court order; providing for
3 landlord conduct with respect to victim; providing
4 for security deposits, fees, and unearned rent;
5 providing for payment required at the commencement of
6 lease; providing rules that apply to landlord's
7 interest in security deposit; providing rules that
8 apply to tenant's interest in security deposit;
9 providing rights of transferees of funds; providing
10 requirements for safekeeping of security deposits;
11 providing remedy if landlord fails to comply with
12 requirements; providing that banks have no duty to
13 ensure that landlord properly applies funds;
14 providing for disposition of security deposit and
15 unearned rent on termination of lease; providing
16 remedy if landlord fails to comply with requirements;
17 allowing landlord to recover certain amounts from
18 tenant if security deposit and unearned rent are
19 insufficient to satisfy tenant's obligations under
20 the lease; providing for disposition of security
21 deposit on termination of landlord's interest in
22 premises; providing duties of landlord; providing
23 duties of personal representative if landlord dies;
24 providing for rights and obligations of successor to
landlord's interest; providing for uniformity of
application and construction; providing relation to
Electronic Signatures in Global and National Commerce
Act; providing scope of application; repealing 41
O.S. 2011, Sections 101, 102, 103, 104, 105, 106,
107, 108, 109, 110, 111, as last amended by Section
1, Chapter 115, O.S.L. 2019, 112, 113, 113a, 113.1,
Section 1, Chapter 223, O.S. 2018, 114, 115, as
amended by Section 1, Chapter 94, O.S.L. 2015, 116,
117, 118, 119, 120, 121, 122, 123, 124, 125, 126,
127, 128, 129, 130, as amended by Section 1, Chapter
61, O.S.L. 2019, 130.1, 131, 132, 133, 134, 135 and
136 (41 O.S. Supp. 2019, Sections 111, 113.2, 115 and
130), which relate to the Oklahoma Residential
Landlord and Tenant Act; providing for codification;
and providing an effective date.

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

2 ARTICLE 1

3 GENERAL PROVISIONS

4 SECTION 1. NEW LAW A new section of law to be codified
5 in the Oklahoma Statutes as Section 141-101 of Title 41, unless
6 there is created a duplication in numbering, reads as follows:

7 SHORT TITLE. This act shall be known and may be cited as the
8 Revised Uniform Residential Landlord and Tenant Act.

9 SECTION 2. NEW LAW A new section of law to be codified
10 in the Oklahoma Statutes as Section 141-102 of Title 41, unless
11 there is created a duplication in numbering, reads as follows:

12 DEFINITIONS. In the Revised Uniform Residential Landlord and
13 Tenant Act:

14 1. "Action" means an action for damages, possession, ejectment,
15 quiet title, specific performance, or other judicial proceeding in
16 which rights under a lease or this act are determined;

17 2. "Actual damages" means compensation for direct,
18 consequential, or incidental injuries or losses. The term includes:

19 a. amounts payable to a landlord or tenant under the
20 lease for a violation of the lease, and

21 b. diminution in the value of a dwelling unit;

22 3. "Bank" means an organization that engages in the business of
23 banking and is federally insured. The term includes a savings bank,
24 savings and loan association, credit union, and trust company;

1 4. "Building, housing, fire, or health code" includes any law
2 concerning fitness for habitation or the construction, maintenance,
3 operation, occupancy, use, or appearance of the premises;

4 5. "Contact person" means a person designated by a tenant under
5 subsection B of Section 9 of this act;

6 6. "Criminal act" or "criminal activity" means:

7 a. the manufacture, sale, distribution, use, or
8 possession of a controlled substance on or in the
9 vicinity of the premises which is criminal under law
10 other than this act, or

11 b. activity that is criminal under law other than this
12 act and threatens the health or safety of an
13 individual on the premises or the landlord or
14 landlord's agent on or off the premises;

15 7. "Diminution in the value of a dwelling unit" means a
16 reduction from rent which reflects the extent to which a
17 noncompliant condition of the premises impairs the tenant's use and
18 enjoyment of the unit, as determined by a court based on evidence
19 that need not include expert testimony;

20 8. "Dwelling unit" means property leased to a tenant for use as
21 a home, residence, or sleeping place by an individual or two or more
22 individuals who maintain a common household, regardless of their
23 relationship to each other. The term includes:
24

- a. a single-family residence, together with fixtures and appurtenances, the land on which it is located, and any other structure on the land, and
- b. a structure or part of a structure in which the tenant resides, together with fixtures and appurtenances, and any other area of the land on which the structure is located to which the tenant is given an exclusive right of possession during the term of the lease, including a designated parking space or storage area;

9. "Electronic" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capability;

10. "Essential service" means heat, hot- and cold-running water, sewage or septic disposal, and electricity. The term includes gas or air conditioning if required to be supplied to a tenant by the lease or law other than this act which, if not supplied to the tenant, would create a serious threat to the health, safety, or property of the tenant or immediate family member;

11. "Fees" means amounts payable by a tenant to a landlord which the landlord has no obligation to account for or return to the tenant except as otherwise provided in subsection B of Section 25 of this act. The term does not include rent or a security deposit;

12. "Funds" means money, checks, bank account credits, certificates of deposit, or the like;

1 13. "Good faith" means honesty in fact and the observance of
2 reasonable commercial standards of fair dealing;

3 14. "Guest" means an individual, other than the landlord or
4 landlord's agent, invited on the premises by a tenant or immediate
5 family member;

6 15. "Immediate family member" means any of the following who
7 habitually reside in a dwelling unit with a tenant:

8 a. an individual related to the tenant by blood,
9 adoption, or marriage,

10 b. an individual having an intimate relationship with the
11 tenant, or

12 c. a foster child, stepchild, or ward of the tenant or an
13 individual named in subparagraph a or b of this
14 paragraph;

15 16. "Landlord" means:

16 a. the owner of a dwelling unit rented to a tenant,

17 b. a successor in interest to the landlord,

18 c. a sublessor, only if the landlord did not consent to
19 the sublease, and

20 d. a person that manages the unit or enters a lease on
21 behalf of the owner of the unit and fails to comply
22 with subsections C and D of Section 8 of this act,
23 except with respect to events occurring after:
24

1 (1) the tenant is given notice in a record that
2 complies with subsections C and D of Section 8 of
3 this act, or

4 (2) the date of termination of the person's authority
5 to act on behalf of the owner if that authority
6 is terminated;

7 17. "Law" includes federal or state statutes, case law,
8 administrative action, and legislative acts of local governments;

9 18. "Lease" means a contract, oral or in a record, between a
10 landlord and tenant in which the landlord rents a dwelling unit to
11 the tenant for a tenancy for a fixed term or a periodic tenancy.
12 The term includes an amendment to the lease, rules adopted by the
13 landlord which were disclosed to the tenant under paragraph 4 of
14 subsection B of Section 8 of this act, and, subject to Section 19 of
15 this act, rules adopted by the landlord after commencement of the
16 term of the lease;

17 19. "Notice in a record" means notice that complies with
18 subsection B of Section 7 of this act;

19 20. "Owner" means a person vested with all or part of:

- 20 a. legal title to the premises, or
21 b. beneficial ownership and a right to present use and
22 enjoyment of the premises;

23 21. "Periodic rent" means the amount payable each month under a
24 tenancy for a fixed term or a periodic tenancy for month to month or

1 payable each week under a periodic tenancy for week to week. If
2 rent is payable annually, periodic rent is the amount of the annual
3 rent divided by 12;

4 22. "Periodic tenancy" means a tenancy created under a lease or
5 arising by operation of law for either month to month or week to
6 week;

7 23. "Person" means an individual, estate, trust, business or
8 nonprofit entity, public corporation, government or governmental
9 subdivision, agency, or instrumentality, or other legal entity;

10 24. "Premises" means a dwelling unit and, to the extent owned
11 by the landlord, any structure of which the unit is a part. The
12 term includes any area and structure owned by the landlord which are
13 associated with the structure in which the dwelling unit is located
14 and held out by the landlord for the use of tenants generally;

15 25. "Prepaid rent" means rent paid to a landlord before the
16 first day of the rental period to which it is to be applied;

17 26. "Record" means information that is inscribed on a tangible
18 medium or that is stored in an electronic or other medium and is
19 retrievable in perceivable form;

20 27. "Rent", used as a noun, means a payment for the right to
21 possession of a dwelling unit. The term does not include a security
22 deposit or fees;

23 28. "Repairs" includes remediations;
24

1 29. "Security deposit" means funds provided to a landlord to
2 secure payment or performance of a tenant's obligations under a
3 lease or this act and the identifiable proceeds of the funds,
4 however denominated. The term does not include rent or fees;

5 30. "Security interest" means an interest in personal property
6 which secures payment or performance of a tenant's obligations under
7 a lease or this act;

8 31. "Sign" means with present intent to authenticate or adopt a
9 record:

10 a. to execute or adopt a tangible symbol, or

11 b. to attach to or logically associate with the record an
12 electronic symbol, sound, or process. For purposes of
13 this paragraph, "symbol" includes an electronic-mail
14 address or other identifying header;

15 32. "State" means a state of the United States, the District of
16 Columbia, Puerto Rico, the United States Virgin Islands, or any
17 territory or insular possession subject to the jurisdiction of the
18 United States;

19 33. "Tenancy for a fixed term" means a tenancy under a lease
20 for a fixed or computable period, regardless of the length of the
21 period;

22 34. "Tenant" means:

23 a. a person that is a party to a lease of a dwelling unit
24 and is entitled to possession of the unit,

- b. an assignee or sublessee of a person described in subparagraph a of this paragraph which has possession of the unit with the landlord's consent, and
- c. an individual authorized to occupy the unit by a person described in subparagraph a or b of this paragraph that is not an individual;

35. "Tenant representative" means:

- a. a personal representative of a deceased tenant's estate, or
- b. before the appointment of a personal representative, a contact person, or in the absence of a contact person, a person the landlord reasonably believes to be an heir of the tenant under the applicable intestate succession law;

36. "Unearned rent" means rent, including prepaid rent, that a tenant paid to a landlord for the right to possession of the dwelling unit for any period after the date the lease terminates in accordance with its terms or this act. The term does not include an amount, including rent, owed to the landlord for a period before or after the date the lease terminates during which the tenant is in physical possession of the premises; and

37. "Willful" means intentional performance of an act the actor knows to be prohibited by this act or a lease, intentional failure to perform an act the actor knows to be required by this act or the

1 lease, or deliberate indifference to whether the performance or
2 failure to perform violates this act or the lease. "Willfully" has
3 a corresponding meaning.

4 SECTION 3. NEW LAW A new section of law to be codified
5 in the Oklahoma Statutes as Section 141-103 of Title 41, unless
6 there is created a duplication in numbering, reads as follows:

7 SCOPE.

8 A. In this section:

9 1. "Occupancy as a vacation rental" means occupancy that has
10 the following characteristics:

- 11 a. the tenant rents the dwelling unit for vacation
12 purposes only and has a principal residence other than
13 the unit,
- 14 b. the unit is furnished with personal property necessary
15 to make the unit ready for immediate occupancy by the
16 tenant, and
- 17 c. the occupancy does not exceed thirty (30) consecutive
18 days;

19 2. "Transient occupancy" means occupancy in a room or suite of
20 rooms which has the following characteristics:

- 21 a. the cost of occupancy is charged on a daily basis,
- 22 b. the operator of the room or suite provides
23 housekeeping and linen service as part of the
24 regularly charged cost of occupancy, and

1 c. the occupancy does not exceed thirty (30) consecutive
2 days.

3 B. Except as otherwise provided in subsection C of this
4 section, the Revised Uniform Residential Landlord and Tenant Act
5 applies to a lease of a dwelling unit in this state.

6 C. The following arrangements are not governed by this act:

7 1. Residence at a public or private facility, if incidental to
8 detention or the provision of medical, mental health, geriatric,
9 counseling, educational, religious, disability, personal safety, or
10 similar service;

11 2. Occupancy under a contract of sale of, or an option to
12 purchase, a dwelling unit or the building of which it is a part, if
13 the occupant is the purchaser or optionee or an individual who has
14 succeeded to the interest of the purchaser or optionee;

15 3. Occupancy by a member of a fraternal or social organization
16 in a part of a structure operated for the benefit of the
17 organization;

18 4. Transient occupancy;

19 5. Occupancy by an employee of a landlord when the employee's
20 right to occupancy is conditioned on employment in or about the
21 premises;

22 6. Occupancy by a holder of a proprietary lease in a
23 cooperative;
24

1 7. Occupancy under a lease covering premises used by the
2 occupant for agricultural purposes;

3 8. Occupancy as a vacation rental; and

4 9. A ground lease of real property which lease does not include
5 a dwelling unit.

6 SECTION 4. NEW LAW A new section of law to be codified
7 in the Oklahoma Statutes as Section 141-104 of Title 41, unless
8 there is created a duplication in numbering, reads as follows:

9 ENFORCEMENT; DUTY TO MITIGATE.

10 A. A right or obligation under the Revised Uniform Residential
11 Landlord and Tenant Act is enforceable by an action unless the
12 provision creating the right or obligation provides otherwise.

13 B. A party seeking relief under this act has a duty to mitigate
14 damages.

15 SECTION 5. NEW LAW A new section of law to be codified
16 in the Oklahoma Statutes as Section 141-105 of Title 41, unless
17 there is created a duplication in numbering, reads as follows:

18 OBLIGATION OF GOOD FAITH. Every lease or duty under the Revised
19 Uniform Residential Landlord and Tenant Act imposes an obligation of
20 good faith in its performance and enforcement.

21 SECTION 6. NEW LAW A new section of law to be codified
22 in the Oklahoma Statutes as Section 141-106 of Title 41, unless
23 there is created a duplication in numbering, reads as follows:

24 UNCONSCIONABILITY.

1 A. If a court, as a matter of law, finds a lease or any
2 provision of the lease was unconscionable at the time it was made,
3 the court may refuse to enforce the lease, enforce the remainder of
4 the lease without the unconscionable provision, or limit application
5 of the unconscionable provision to avoid an unconscionable result.

6 B. If a court, as a matter of law, finds a settlement agreement
7 in which a party waived or agreed to forego a claim or right under a
8 lease or the Revised Uniform Residential Landlord and Tenant Act was
9 unconscionable at the time it was made, the court may refuse to
10 enforce the agreement, enforce the remainder of the agreement
11 without the unconscionable provision, or limit application of the
12 unconscionable provision to avoid an unconscionable result.

13 C. If a party or the court puts unconscionability in issue
14 under subsection A or B of this section, the court shall allow the
15 parties to present evidence of the setting, purpose, and effect of
16 the lease or settlement agreement to aid the court in making the
17 determination of unconscionability.

18 SECTION 7. NEW LAW A new section of law to be codified
19 in the Oklahoma Statutes as Section 141-107 of Title 41, unless
20 there is created a duplication in numbering, reads as follows:

21 KNOWLEDGE AND NOTICE; NOTICE IN A RECORD.

22 A. In the Revised Uniform Residential Landlord and Tenant Act,
23 a person has notice of a fact if the person:

24 1. Has actual knowledge of the fact;

1 2. Received notice of the fact under subsection D of this
2 section; or

3 3. Has reason to know the fact exists from all facts known to
4 the person at the time in question.

5 B. Except as otherwise provided in subsection C of Section 45
6 of this act, if this act requires notice in a record, the notice
7 must be signed by the person giving it and:

8 1. Delivered personally to the recipient;

9 2. Deposited in the mail with proper postage and properly
10 addressed if:

11 a. sent to the landlord, to the mailing address specified
12 under Section 8 of this act,

13 b. sent to the tenant, to the mailing address specified
14 under Section 9 of this act, or

15 c. if sent to a person other than a landlord or tenant,
16 or there is no address specified for the landlord or
17 tenant, to an address reasonable under the
18 circumstances; or

19 3. Unless the landlord or tenant notifies the other at any time
20 that notice may be given only by personal delivery or by mail as
21 provided in paragraph 2 of this subsection, delivered by another
22 means of communication with cost of transmission provided for and
23 properly addressed if:

- a. sent to the landlord, to an address specified under Section 8 of this act, and
- b. sent to the tenant, to an address specified under Section 9 of this act, or
- c. no address is specified, to an address reasonable under the circumstances.

C. Except as otherwise provided in subsection B of this section, a person gives notice of a fact to another person by taking steps reasonably calculated to inform the other person, whether or not the other person learns of the fact.

D. In this act, a person receives notice of a fact when:

1. The fact comes to the person's attention; or
2. If notice in a record is required, the notice is:
 - a. personally delivered under paragraph 1 of subsection B of this section, or
 - b. sent or delivered under paragraph 2 or 3 of subsection B of this section.

SECTION 8. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 141-108 of Title 41, unless there is created a duplication in numbering, reads as follows:

REQUIRED DISCLOSURES BY LANDLORD.

A. Before accepting an application fee, the prospective landlord shall disclose to the prospective tenant in a record the

1 criteria the landlord uses to determine the landlord's willingness
2 to enter into a lease with a tenant.

3 B. Before accepting funds to be applied to a security deposit,
4 prepaid rent, or fees other than an application fee, or before
5 entering into a lease, a prospective landlord shall disclose to the
6 prospective tenant in a record the following:

7 1. Any condition of the premises which the landlord knows or on
8 a reasonable inspection of the premises should have known would
9 constitute a noncompliance under Section 17 of this act and would
10 materially interfere with the health or safety of the tenant or
11 immediate family member or would materially interfere with the use
12 and enjoyment of the premises by the tenant or immediate family
13 member;

14 2. Whether, to the knowledge of the landlord, a foreclosure
15 action or nonjudicial foreclosure proceeding has been commenced
16 against the premises;

17 3. If rent is prepaid, the month or other period of the lease
18 to which the rent is to be applied; and

19 4. The rules affecting the tenant's use and enjoyment of the
20 premises, whether adopted by the landlord or another person.

21 C. At or before commencement of the term of a lease, the
22 landlord shall give the tenant notice in a record specifying:

23 1. The name of:

24 a. the landlord,

- b. any person authorized to manage the premises,
- c. the owner of the premises,
- d. any person authorized to act for the owner for service of process, and
- e. any person authorized to receive a notice or demand for the owner;

2. The mailing address and any address to be used for the receipt of electronic communications by the landlord or any person designated by the landlord to which a notice or demand must be sent; and

3. The address to, or the method by which, the tenant must deliver rent.

D. A landlord shall keep current the information required by subsection C of this section.

E. If the premises were in foreclosure before a landlord and tenant entered into a lease and the disclosure required by paragraph 2 of subsection B of this section was not made, the tenant may recover actual damages resulting from the foreclosure.

SECTION 9. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 141-109 of Title 41, unless there is created a duplication in numbering, reads as follows:

REQUIRED DISCLOSURES BY TENANT.

A. At or before commencement of the term of a lease, the tenant shall give the landlord notice in a record specifying the tenant's

1 mailing address and any address to be used for the receipt of
2 electronic communications by the tenant.

3 B. At the request of a landlord, the tenant shall designate a
4 contact person to act for the tenant on the tenant's death, by
5 giving the landlord a record specifying the name and, if known, the
6 mailing address, any address to be used for the receipt of
7 electronic communications, and the telephone number of the contact
8 person. In the absence of a request by the landlord, the tenant may
9 designate a contact person in the same manner.

10 C. A tenant shall keep current the information required by
11 subsections A and B of this section. On termination of the lease,
12 the tenant shall provide the landlord a forwarding address to which
13 the landlord must send the tenant's security deposit and unearned
14 rent, or other communications.

15 SECTION 10. NEW LAW A new section of law to be codified
16 in the Oklahoma Statutes as Section 141-110 of Title 41, unless
17 there is created a duplication in numbering, reads as follows:

18 PRINCIPLES OF LAW AND EQUITY. Unless displaced by the
19 particular provisions of the Revised Uniform Residential Landlord
20 and Tenant Act, the principles of law and equity supplement this
21 act.

22 ARTICLE 2

23 GENERAL PROVISIONS APPLICABLE TO LEASE

24

SECTION 11. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 141-201 of Title 41, unless there is created a duplication in numbering, reads as follows:

TERMS AND CONDITIONS OF LEASE; DELIVERY OF LEASE TO TENANT.

A. A lease may include terms and conditions not prohibited by the Revised Uniform Residential Landlord and Tenant Act or law other than this act.

B. Unless a lease or law other than this act otherwise provides:

1. The tenant shall pay rent for the dwelling unit for the term of the lease in an amount comparable to the rent paid for other dwelling units of similar size and condition in the same or a comparable location, determined at the commencement of the term;

2. Rent is:

a. payable without demand or notice:

(1) at the address or place the landlord designates under paragraph 3 of subsection C of Section 8 of this act or, if no designation is made, at the landlord's place of business at the time the lease was made, and

(2) on the first day of each month or at the beginning of the term if the term is less than one (1) month, and

b. uniformly apportioned from day to day; and

1 3. A rental period is on a monthly basis beginning with the
2 first day of the month for a tenancy for a fixed term of more than
3 one (1) month or a periodic tenancy of month to month and, for all
4 other tenancies, the rental period begins on the first day rent is
5 paid.

6 C. Except as otherwise provided in Section 12 of this act,
7 unless the lease creates a tenancy for a fixed term, the tenancy is
8 a periodic tenancy for week to week if the tenant pays rent weekly
9 and otherwise is a periodic tenancy for month to month.

10 D. A landlord shall provide the tenant a copy of any lease that
11 is signed by them or, if the lease is enforceable under Section 12
12 of this act, signed by either of them.

13 E. If a landlord willfully fails to comply with subsection D of
14 this section, the tenant may recover actual damages or one (1)
15 month's periodic rent, whichever is greater.

16 SECTION 12. NEW LAW A new section of law to be codified
17 in the Oklahoma Statutes as Section 141-202 of Title 41, unless
18 there is created a duplication in numbering, reads as follows:

19 EFFECT OF UNSIGNED LEASE; IMPLIED LEASE.

20 A. Subject to subsection B of this section:

21 1. If a lease signed by the tenant is delivered to the landlord
22 and the landlord fails to sign the lease and return it to the
23 tenant, acceptance of rent by the landlord without a reservation of
24

1 rights gives the lease the same effect as if the lease had been
2 signed by the landlord and returned to the tenant; and

3 2. If a lease signed by the landlord is delivered to the tenant
4 and the tenant fails to sign the lease and return it to the
5 landlord, acceptance of possession and payment of rent without a
6 reservation of rights gives the lease the same effect as if the
7 lease had been signed by the tenant and returned to the landlord.

8 B. If a lease given effect under subsection A of this section
9 provides for a tenancy for a fixed term longer than one (1) year,
10 the lease is effective for one (1) year.

11 C. Absent a lease signed by the landlord or tenant which is
12 delivered to the other, if the tenant accepts possession and pays
13 rent to the landlord without a reservation of rights and the
14 landlord accepts rent from the tenant without a reservation of
15 rights, the tenancy created is a periodic tenancy for week-to-week
16 if the tenant pays rent weekly and in all other cases a periodic
17 tenancy for month to month.

18 SECTION 13. NEW LAW A new section of law to be codified
19 in the Oklahoma Statutes as Section 141-203 of Title 41, unless
20 there is created a duplication in numbering, reads as follows:

21 PROHIBITED PROVISIONS IN LEASE.

22 A. A lease may not require the tenant to:

23 1. Unless permitted by the Revised Uniform Residential Landlord
24 and Tenant Act, waive or forego a right or remedy under this act;

1 2. Authorize a person to confess judgment on a claim arising
2 out of the lease or this act;

3 3. Perform a duty imposed on the landlord by Section 17 of this
4 act;

5 4. Agree to pay attorney's fees and costs of the landlord other
6 than those provided by this act or law other than this act; or

7 5. Agree to exculpate or limit a liability of the landlord
8 arising under this act or law other than this [act] or indemnify the
9 landlord for the liability and the costs connected with the
10 liability.

11 B. A provision in a lease prohibited by subsection A of this
12 section or law other than this act is unenforceable. If the
13 landlord seeks to enforce the provision or accepts the tenant's
14 voluntary compliance with the provision, the court may award the
15 tenant an amount not to exceed three times the periodic rent.

16 SECTION 14. NEW LAW A new section of law to be codified
17 in the Oklahoma Statutes as Section 141-204 of Title 41, unless
18 there is created a duplication in numbering, reads as follows:

19 SEPARATION OF RENT FROM LANDLORD DUTIES PROHIBITED.

20 A lease, assignment, sublease, conveyance, trust deed, or
21 security instrument may not authorize a person to receive rent
22 without assuming the duties imposed on the landlord by the lease and
23 Section 17 of this act.

24

SECTION 15. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 141-205 of Title 41, unless there is created a duplication in numbering, reads as follows:

ATTORNEY FEES AND COSTS.

A. In this section, "prevailing party" means a party that:

1. Initiated the enforcement of a right or remedy under a lease or the Revised Uniform Residential Landlord and Tenant Act and substantially prevailed on the right or remedy asserted; or

2. Substantially prevailed in defending against a right or remedy asserted by the other party.

B. In an action to enforce a right or remedy arising under a lease or this act, the court shall award the prevailing party costs. The court may award the prevailing party reasonable attorney fees if the court determines that the other party did not act in good faith, willfully performed an act prohibited by the lease or this act, or willfully refrained from performing an act required by the lease or this act.

C. A court may not award a landlord attorney fees or costs in an uncontested action to recover possession of a dwelling unit.

ARTICLE 3

LANDLORD DUTIES

SECTION 16. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 141-301 of Title 41, unless there is created a duplication in numbering, reads as follows:

1 DELIVERY OF POSSESSION OF DWELLING UNIT TO TENANT.

2 A landlord shall deliver physical possession of the dwelling
3 unit to the tenant at the commencement of the term of the lease.

4 SECTION 17. NEW LAW A new section of law to be codified
5 in the Oklahoma Statutes as Section 141-302 of Title 41, unless
6 there is created a duplication in numbering, reads as follows:

7 LANDLORD DUTY TO MAINTAIN PREMISES IN HABITABLE CONDITION.

8 A. A landlord has a nonwaivable duty to maintain the premises
9 in a habitable condition, including making necessary repairs. The
10 duty requires the landlord to ensure that the premises:

11 1. Comply with all obligations imposed on the landlord by any
12 applicable building, housing, fire, or health code or law other than
13 the Revised Uniform Residential Landlord and Tenant Act;

14 2. Have effective waterproofing and weather protection of the
15 roof and exterior walls, including windows and doors;

16 3. Have plumbing facilities that conform to law and are
17 maintained in good working order;

18 4. Have access to a water supply approved under law which can
19 provide hot and cold running water;

20 5. Have adequate ventilation and heating facilities that
21 conform to law and are maintained in good working order;

22 6. Have electrical lighting, with wiring and equipment that
23 conform to law and are maintained in good working order;

1 7. Have reasonable measures in place to control the presence of
2 rodents, bedbugs, and other vermin and to prevent exposure to unsafe
3 levels of radon, lead paint, asbestos, toxic mold, and other
4 hazardous substances;

5 8. To the extent the premises include a common area or other
6 areas under the landlord's control, have reasonable measures in
7 place to make the area:

8 a. clean and sanitary,

9 b. safe for normal and reasonably foreseeable use
10 consistent with the lease and in good repair, and

11 c. reasonably free of debris, filth, rubbish, garbage,
12 and the items listed in paragraph 7 of this
13 subsection;

14 9. Have an adequate number of appropriate receptacles in
15 reasonably clean condition if the landlord is obligated to provide
16 trash removal or recycling service by law or an agreement in a
17 record signed by the landlord and tenant;

18 10. Have in good repair floors, doors, windows, walls,
19 ceilings, stairways, and railings;

20 11. Have in good repair other facilities and appliances
21 supplied or required to be supplied by the landlord;

22 12. Have in good repair locks or other security devices on all
23 exterior doors and on windows that open and close, including those
24 of the dwelling unit and other parts of the premises; and

1 13. Have in good working order any safety equipment required by
2 law.

3 B. A landlord has the duty to ensure the premises have access
4 to essential services, but the lease may require an account with a
5 utility provider of an essential service to the dwelling unit be in
6 the name of the tenant and the tenant pay the periodic cost for the
7 service. If the service is not provided because the tenant fails to
8 pay for the service, the landlord does not fail to comply with this
9 subsection.

10 C. If a sublessor is a landlord for purposes of this act, the
11 sublessor has the duty to comply with subsection A of this section
12 except for duties that would require the sublessor to access parts
13 of the premises beyond the sublessor's control.

14 D. A landlord and tenant may agree that the tenant is to
15 perform specified repairs, maintenance tasks, alterations, or
16 remodeling only if:

17 1. The agreement is in a record, other than the lease, signed
18 by the parties and supported by adequate consideration;

19 2. The work is not necessary to cure the landlord's
20 noncompliance with paragraph 1 of subsection A of this section; and

21 3. The agreement does not affect the obligation of the landlord
22 to other tenants on the premises.

1 E. A landlord may not treat performance of an agreement
2 described in subsection D of this section as a condition to the
3 performance of any obligation under the lease or this section.

4 SECTION 18. NEW LAW A new section of law to be codified
5 in the Oklahoma Statutes as Section 141-303 of Title 41, unless
6 there is created a duplication in numbering, reads as follows:

7 LIMITATIONS ON LANDLORD LIABILITY.

8 Except to the extent a landlord and tenant otherwise agree in a
9 signed record, if the landlord, in a good-faith sale to a bona fide
10 purchaser, conveys premises that include a dwelling unit subject to
11 a lease, the following rules apply:

12 1. Except as otherwise provided in paragraph 2 of this section,
13 the landlord is relieved of liability under the lease and the
14 Revised Uniform Residential Landlord and Tenant Act as to an event
15 that occurs after the later of the conveyance to the purchaser or
16 notice in a record by the landlord to the tenant of the conveyance.

17 2. Except as otherwise provided in Section 61 of this act, the
18 landlord remains liable to the tenant for the amount of any security
19 deposit and unearned rent.

20 SECTION 19. NEW LAW A new section of law to be codified
21 in the Oklahoma Statutes as Section 141-304 of Title 41, unless
22 there is created a duplication in numbering, reads as follows:

23 RULES OF LANDLORD GOVERNING USE AND ENJOYMENT OF PREMISES.
24

1 A. Except as otherwise provided in subsection A of Section 20
2 of this act or as required by law other than the Revised Uniform
3 Residential Landlord and Tenant Act, a landlord may enforce a rule
4 of the landlord in existence at the time the lease commenced only if
5 the rule was disclosed to the tenant under Section 8 of this act.

6 B. Except as otherwise provided in subsections C and D of this
7 section, after commencement of the term of a lease, the landlord may
8 adopt or modify a rule concerning the tenant's use and enjoyment of
9 the premises, but the rule or modification may not take effect
10 earlier than thirty (30) days after the landlord gives the tenant
11 notice in a record of the rule or modification.

12 C. In a periodic tenancy for month to month, a rule or
13 modification adopted under subsection B of this section may not take
14 effect before the expiration of the period in paragraph 2 of
15 subsection B of Section 38 of this act during which the tenant or
16 landlord could have exercised the right to terminate the tenancy.

17 D. In a tenancy for a fixed term, if a rule or modification
18 adopted under subsection B of this section substantially modifies
19 the tenant's benefit of the bargain and is not required by law other
20 than this act, the rule is not enforceable against the tenant unless
21 the tenant consents in a signed record.

22 SECTION 20. NEW LAW A new section of law to be codified
23 in the Oklahoma Statutes as Section 141-305 of Title 41, unless
24 there is created a duplication in numbering, reads as follows:

1 RULES OF THIRD PARTIES GOVERNING USE AND ENJOYMENT OF THE PREMISES.

2 A. If, before the commencement of the term of a lease, the
3 landlord fails to disclose a rule adopted by a person other than the
4 landlord which substantially modifies the tenant's benefit of the
5 bargain and is not required by law other than the Revised Uniform
6 Residential Landlord and Tenant Act, and the rule is enforced
7 against the tenant, the tenant may:

8 1. Recover actual damages from the landlord; or

9 2. Terminate the lease by giving the landlord notice in a
10 record that the lease will terminate on a date specified in the
11 notice which must be at least thirty (30) days after the notice is
12 given.

13 B. Except as otherwise provided in subsection C of this
14 section, if, after the commencement of the term of a lease, a person
15 other than the landlord adopts or modifies a rule that substantially
16 modifies the tenant's benefit of the bargain and is not required by
17 law other than this act and the rule is enforced against the tenant,
18 the tenant of a tenancy for a fixed term may terminate the lease by
19 giving the landlord notice in a record that the lease will terminate
20 on a date specified in the notice which must be at least thirty (30)
21 days after the notice is given or, in the case of a periodic
22 tenancy, terminate the tenancy in accordance with Section 38 of this
23 act.

1 C. A tenant may not terminate a lease under subsection B of
2 this section if the lease provides the dwelling unit is subject to
3 rules of a person other than the landlord and the person may modify
4 the rules after the commencement of the term of the lease.

5 ARTICLE 4

6 TENANT REMEDIES

7 SECTION 21. NEW LAW A new section of law to be codified
8 in the Oklahoma Statutes as Section 141-401 of Title 41, unless
9 there is created a duplication in numbering, reads as follows:

10 NOTICE AND OPPORTUNITY TO REMEDY. Except as otherwise provided
11 in Section 23 of this act, if a landlord fails to comply with the
12 lease or Section 17 of this act, the tenant has the remedies under
13 Section 22 of this act if the tenant gives the landlord:

- 14 1. Notice in a record of the noncompliance; and
- 15 2. An opportunity to remedy the noncompliance within the
16 following periods:
 - 17 a. subject to subparagraph b of this paragraph, not later
18 than fourteen (14) days after the tenant gave the
19 notice, and
 - 20 b. if the noncompliance involves failure to provide an
21 essential service or materially interferes with the
22 health or safety of the tenant or immediate family
23 member, the landlord shall remedy the noncompliance as
24

1 soon as practicable but not later than five (5) days
2 after the tenant gave the notice.

3 SECTION 22. NEW LAW A new section of law to be codified
4 in the Oklahoma Statutes as Section 141-402 of Title 41, unless
5 there is created a duplication in numbering, reads as follows:

6 NONCOMPLIANCE BY LANDLORD; GENERALLY.

7 A. Except as otherwise provided in Section 23 of this act, if a
8 landlord's noncompliance with the lease or Section 17 of this act
9 results in the tenant not receiving an essential service, materially
10 interferes with the health or safety of the tenant or immediate
11 family member, or materially interferes with the use and enjoyment
12 of the premises by the tenant or immediate family member and the
13 noncompliance is not remedied during the applicable period specified
14 in Section 21 of this act, the tenant may:

15 1. Terminate the lease, as provided in Section 24 of this act;
16 or

17 2. Continue the lease and elect one or more of the following
18 remedies:

- 19 a. subject to Section 28 of this act, withhold rent for
20 the period of noncompliance beginning on the date the
21 tenant gave notice under Section 21 of this act,
22 b. recover actual damages,
23 c. obtain injunctive relief, specific performance, or
24 other equitable relief,

1 d. make repairs and deduct the cost from the rent, as
2 provided in Section 26 of this act, or

3 e. secure an essential service the landlord is obligated
4 to provide or comparable substitute housing during the
5 period of noncompliance, as provided in Section 27 of
6 this act.

7 B. If a landlord's noncompliance with the lease or Section 17
8 of this act does not materially interfere with the health or safety
9 of the tenant or immediate family member or the use and enjoyment of
10 the premises by the tenant or immediate family member, the tenant
11 may elect one or more of the remedies provided in paragraph 2 of
12 subsection A of this section, and subsections B, C, and D of this
13 section.

14 C. A tenant is not entitled to a remedy under this section to
15 the extent:

16 1. The landlord's noncompliance was caused by an act or
17 omission of the tenant, immediate family member, or guest; or

18 2. The tenant, immediate family member, or guest prevented the
19 landlord from having access to the dwelling unit to remedy the act
20 or omission described in the notice under Section 21 of this act.

21 SECTION 23. NEW LAW A new section of law to be codified
22 in the Oklahoma Statutes as Section 141-403 of Title 41, unless
23 there is created a duplication in numbering, reads as follows:

24 LIMITATIONS ON REMEDIES.

1 A. If a dwelling unit or other part of the premises is
2 substantially damaged or destroyed by a fire, other casualty, or
3 natural disaster and:

4 1. The unit or other part of the premises is uninhabitable or
5 inaccessible or continued occupancy of the unit is unlawful, the
6 tenant may vacate the unit immediately and, not later than fourteen
7 (14) days after vacating the unit, give the landlord notice in a
8 record of the tenant's intent to terminate the lease, in which case
9 the lease terminates as of the date the tenant vacates the unit; or

10 2. If continued occupancy of the unit is lawful, subject to the
11 landlord's right to terminate the lease under subsection B of this
12 section, the tenant, after complying with Section 21 of this act,
13 may continue the lease and seek the remedies provided in paragraph 2
14 of subsection A of Section 22 of this act, and subsections B, C, and
15 D of Section 22 of this act.

16 B. If a dwelling unit or other part of the premises is
17 substantially damaged by a fire, other casualty, or natural disaster
18 and continued occupancy of the unit is unlawful or dangerous or
19 requires repairs that can be made only if the tenant vacates the
20 unit, the landlord may terminate the lease by giving the tenant
21 notice in a record that the lease will terminate on a specified
22 date, which must be at least five (5) days after the notice is
23 given.

1 C. If a landlord's noncompliance with the lease or Section 17
2 of this act materially interferes with the health or safety of a
3 tenant or immediate family member or the use and enjoyment of the
4 premises by the tenant or immediate family member and it is
5 impossible for the landlord to remedy the noncompliance within the
6 applicable period specified in Section 21 of this act, the tenant
7 may terminate the lease as provided in subsection B of Section 24 of
8 this act or, subject to subsection D of this section, continue the
9 lease and recover actual damages limited to diminution in the value
10 of the dwelling unit.

11 D. If a landlord's noncompliance with the lease or Section 17
12 of this act materially interferes with the health or safety of a
13 tenant or immediate family member or the use and enjoyment of the
14 premises by the tenant or immediate family member and it is
15 impossible for the landlord to remedy the noncompliance not later
16 than thirty (30) days after receiving the notice under Section 21 of
17 this act, the landlord may terminate the lease by giving the tenant
18 notice in a record that the lease will terminate on a specified
19 date, which must be at least thirty (30) days after the landlord
20 gives the notice. The landlord may not rent the unit for ninety
21 (90) days after termination of the lease.

22 E. If a lease is terminated under this section, the landlord
23 shall return any security deposit and unearned rent to which the
24 tenant is entitled under Section 60 of this act.

1 F. This section does not preclude:

2 1. A landlord from seeking actual damages from the tenant under
3 law other than this act for damage to the premises caused by an act
4 or omission of the tenant, immediate family member, or guest; or

5 2. A tenant from seeking actual damages from the landlord under
6 law other than the Revised Uniform Residential Landlord and Tenant
7 Act if the fire or other casualty was caused by an act or omission
8 of the landlord or landlord's agent.

9 SECTION 24. NEW LAW A new section of law to be codified
10 in the Oklahoma Statutes as Section 141-404 of Title 41, unless
11 there is created a duplication in numbering, reads as follows:

12 MATERIAL NONCOMPLIANCE BY LANDLORD; TERMINATION OF LEASE.

13 A. If a landlord's noncompliance with the lease or Section 17
14 of this act materially interferes with the health or safety of the
15 tenant or immediate family member and the noncompliance is not
16 remedied within the period specified in subparagraph b of paragraph
17 2 of Section 21 of this act, the tenant may terminate the lease by
18 giving the landlord notice in a record of the tenant's intent to
19 terminate the lease immediately or on a specified date, which is not
20 later than thirty (30) days after the date of the notice.

21 B. If a landlord's noncompliance with the lease or Section 17
22 of this act materially interferes with the use and enjoyment of the
23 premises unrelated to the health or safety of the tenant or
24 immediate family member and the noncompliance is not remedied within

1 the period specified in subparagraph a of paragraph 2 of Section 21
2 of this act, the tenant may terminate the lease by giving the
3 landlord notice in a record of the tenant's intent to terminate the
4 lease on a specified date, which must be at least fourteen (14) days
5 after the expiration of the period allowed under Section 21 of this
6 act for the remedy of the noncompliance.

7 C. In addition to terminating a lease as provided in subsection
8 A or B of this section, the tenant may recover actual damages.

9 D. If a tenant terminates a lease under this section, the
10 landlord shall return any security deposit and unearned rent to
11 which the tenant is entitled under Section 60 of this act.

12 SECTION 25. NEW LAW A new section of law to be codified
13 in the Oklahoma Statutes as Section 141-405 of Title 41, unless
14 there is created a duplication in numbering, reads as follows:

15 LANDLORD FAILURE TO DELIVER POSSESSION TO TENANT.

16 A. Except as otherwise provided in subsection D of this
17 section, if a landlord does not deliver physical possession of the
18 dwelling unit to the tenant under Section 16 of this act, the tenant
19 is not required to pay rent until possession is delivered and may:

20 1. Terminate the lease by giving notice in a record to the
21 landlord at any time before the landlord delivers possession of the
22 unit to the tenant; or

23 2. Demand performance of the lease by the landlord and:
24

- a. recover actual damages and obtain possession of the unit from the landlord, or
- b. obtain possession of the unit from any person wrongfully in possession by any lawful means the landlord could have used.

B. If a tenant terminates the lease under paragraph 1 of subsection A of this section, the landlord shall return any amounts received from the tenant before the commencement of the term of the lease.

C. In addition to the rights of a tenant under subsections A and B of this section, if a landlord's failure to deliver possession to the tenant under Section 16 of this act is willful, the tenant may recover three times the periodic rent or three times the actual damages, whichever is greater.

D. If a tenant seeks possession under subparagraph b of paragraph 2 of subsection A of this section, the tenant is liable to the landlord for rent and may recover from the person wrongfully in possession the damages provided in Section 39 of this act.

SECTION 26. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 141-406 of Title 41, unless there is created a duplication in numbering, reads as follows:

REPAIR BY TENANT.

A. Subject to subsection D of this section, if a landlord fails to comply with the lease or Section 17 of this act, the tenant may

1 give notice to the landlord under Section 21 of this act specifying
2 the noncompliance. If the landlord fails to remedy the
3 noncompliance within the applicable period specified in Section 21
4 of this act and the reasonable cost to remedy the noncompliance does
5 not exceed one (1) month's periodic rent, the tenant may make
6 repairs to remedy the noncompliance at the landlord's expense.

7 B. A tenant that makes repairs under subsection A of this
8 section is entitled to recover the actual and reasonable cost
9 incurred or the reasonable value of the work performed to remedy the
10 noncompliance, not exceeding one month's periodic rent. Unless the
11 tenant has been reimbursed by the landlord, the tenant may deduct
12 the cost or value from rent after submitting to the landlord an
13 itemized statement, accompanied by receipts for purchased items and
14 services.

15 C. A repair under subsection A of this section must be made in
16 a professional manner and in compliance with applicable law.

17 D. A tenant may not repair a noncompliance at the landlord's
18 expense under subsection A of this section to the extent:

19 1. The noncompliance was caused by an act or omission of the
20 tenant, immediate family member, or guest; or

21 2. The landlord was unable to remedy the noncompliance within
22 the applicable period specified in Section 21 of this act because
23 the tenant, immediate family member, or guest denied the landlord
24 access to the dwelling unit.

1 E. A tenant's use of the remedy under this section is limited
2 to one (1) month's periodic rent during any twelve-month period.

3 SECTION 27. NEW LAW A new section of law to be codified
4 in the Oklahoma Statutes as Section 141-407 of Title 41, unless
5 there is created a duplication in numbering, reads as follows:

6 FAILURE OF ESSENTIAL SERVICE.

7 A. Except as otherwise provided in Section 23 of this act, if a
8 tenant fails to receive an essential service the landlord has a duty
9 to provide under subsection B of Section 17 of this act, the tenant
10 may give notice to the landlord under Section 21 of this act
11 specifying the failure. If the landlord fails to provide the
12 essential service within the applicable period specified in Section
13 21 of this act, the tenant may:

14 1. Take appropriate measures to secure the essential service
15 during the period of the landlord's noncompliance and deduct the
16 actual and reasonable cost from the rent; or

17 2. Procure comparable substitute housing at the landlord's
18 expense during the period of the noncompliance and recover actual
19 damages.

20 B. This section does not apply if the tenant's failure to
21 receive the essential service was caused by an act or omission of
22 the tenant, immediate family member, or guest.
23
24

1 SECTION 28. NEW LAW A new section of law to be codified
2 in the Oklahoma Statutes as Section 141-408 of Title 41, unless
3 there is created a duplication in numbering, reads as follows:

4 LANDLORD NONCOMPLIANCE AS DEFENSE TO ACTION FOR POSSESSION OR
5 NONPAYMENT OF RENT; ESCROW ACCOUNT.

6 A. If a landlord fails to comply with the lease or Section 17
7 of this act and the tenant has complied with Section 21 of this act,
8 the tenant may defend an action by the landlord based on nonpayment
9 of rent on the ground that no rent was due because of the
10 noncompliance and counterclaim for any amount the tenant may recover
11 under the lease or the Revised Uniform Residential Landlord and
12 Tenant Act.

13 B. If a tenant is in possession of the dwelling unit when the
14 landlord files an action based on nonpayment of rent, either party
15 may seek a court order directing the tenant to pay all or part of
16 the unpaid rent and all additional rent as it accrues into an escrow
17 account with the court or a bank or other entity authorized by the
18 court to hold funds in escrow.

19 C. If rent has been paid into escrow under this section and the
20 court determines the landlord fully complied with the lease and
21 Section 17 of this act, the court shall order the immediate release
22 to the landlord of rent held in escrow and enter judgment for any
23 remaining rent owed.

1 D. If rent has been paid into escrow under this section and the
2 court determines that the landlord's noncompliance with the lease or
3 Section 17 of this act materially interferes with the health or
4 safety of a tenant or an immediate family member or the use and
5 enjoyment of the premises by the tenant or an immediate family
6 member, the court may order one or more of the following:

7 1. Release to the landlord of all or part of the rent held in
8 escrow to be used only to bring the premises into compliance with
9 the lease or Section 17 of this act;

10 2. Return to the tenant of all or part of the rent held in
11 escrow in compensation for:

12 a. a repair made by the tenant in compliance with Section
13 26 of this act, or

14 b. actual damages;

15 3. The tenant's continued payment of rent into escrow as rent
16 becomes due or abatement of future rent until the landlord brings
17 the premises into compliance with the lease or Section 17 of this
18 act; and

19 4. Payment to the landlord of any rent held in escrow not
20 otherwise payable to the tenant.

21 E. If rent has not been paid into escrow under this section and
22 the court determines that the landlord complied with the lease and
23 Section 17 of this act, the court shall render judgment for unpaid
24 rent.

1 F. If rent has not been paid into escrow under this section and
2 the court determines that the landlord's noncompliance with the
3 lease or Section 17 of this act materially interferes with the
4 health or safety of a tenant or immediate family member or the use
5 and enjoyment of the premises by the tenant or an immediate family
6 member, the court shall render judgment for unpaid rent less any
7 amount expended by the tenant in compliance with Section 26 of this
8 act to repair the premises and actual damages.

9 G. In addition to the other remedies provided in this section,
10 the court may award possession or other appropriate relief if the
11 court determines the tenant:

12 1. Acted in bad faith in withholding rent; or

13 2. Failed to comply with an order to pay rent into escrow under
14 subsection B of this section or to pay rent or other amounts owed to
15 the landlord under this section.

16 H. The court may not award possession if the court determines
17 that the tenant withheld rent in good faith and the tenant complies
18 with an order to pay unpaid rent into escrow or to the landlord
19 under this section.

20 SECTION 29. NEW LAW A new section of law to be codified
21 in the Oklahoma Statutes as Section 141-409 of Title 41, unless
22 there is created a duplication in numbering, reads as follows:

23 UNLAWFUL REMOVAL; EXCLUSION; INTERRUPTION OF ESSENTIAL SERVICE.
24

1 A. If a landlord unlawfully removes or excludes the tenant from
2 the premises or willfully interrupts or causes the interruption of
3 an essential service the landlord has the duty to provide to the
4 tenant, the tenant may recover three times the periodic rent or
5 three times damages, whichever is greater, and:

6 1. Recover possession; or

7 2. Terminate the lease by giving the landlord notice in a
8 record of the tenant's intent to terminate the lease immediately or
9 on a later specified date.

10 B. If a tenant terminates the lease under paragraph 2 of
11 subsection A of this section, the landlord shall return any security
12 deposit and unearned rent to which the tenant is entitled under
13 Section 60 of this act.

14 ARTICLE 5

15 TENANT DUTIES

16 SECTION 30. NEW LAW A new section of law to be codified
17 in the Oklahoma Statutes as Section 141-501 of Title 41, unless
18 there is created a duplication in numbering, reads as follows:

19 TENANT DUTIES.

20 A. In this section, "normal wear and tear" means deterioration
21 that results from the intended use of a dwelling unit, including
22 breakage or malfunction due to age or deteriorated condition. The
23 term does not include deterioration that results from negligence,
24 carelessness, accident, or abuse of the unit, fixtures, equipment,

1 or other tangible personal property by the tenant, immediate family
2 member, or guest.

3 B. A tenant:

4 1. Shall comply with the obligations imposed on the tenant by
5 the lease and the Revised Uniform Residential Landlord and Tenant
6 Act;

7 2. Shall comply with the obligations imposed on a tenant by any
8 building, housing, fire, or health code or other law;

9 3. Except with respect to duties imposed on the landlord by the
10 lease, this act, or law other than this act, shall keep the dwelling
11 unit reasonably safe and sanitary;

12 4. Shall remove all garbage, rubbish, and other debris from the
13 unit in a clean and safe manner;

14 5. Shall keep all plumbing fixtures in the unit reasonably
15 clean;

16 6. Shall use in a reasonable manner all electrical, plumbing,
17 heating, ventilating, and air-conditioning systems and other
18 facilities and appliances on the premises;

19 7. Without the landlord's consent, may not intentionally or
20 negligently:

21 a. destroy, deface, damage, impair, remove, or render
22 inoperative any part of the premises,

23 b. destroy, deface, damage, impair, remove, or render
24 inoperative any safety equipment on the premises, or

1 c. permit an immediate family member or guest to do any
2 of the acts specified in this paragraph;

3 8. May not disturb the use and enjoyment of the premises by
4 another tenant or permit an immediate family member or guest to do
5 the same;

6 9. May not engage in or permit an immediate family member or
7 guest to engage in criminal activity;

8 10. Shall notify the landlord within a reasonable time of any
9 condition of the premises which requires repair by the landlord
10 under the lease or Section 17 of this act;

11 11. Shall return the dwelling unit to the landlord at the
12 termination of the lease in the same condition as it was at the
13 commencement of the term of the lease, with the premises free of any
14 damage caused by the tenant, immediate family member, or guest,
15 except for:

16 a. normal wear and tear,

17 b. damage resulting from a cause beyond the control of
18 the tenant, immediate family member, or guest, and

19 c. any addition and improvement installed on the premises
20 with the landlord's consent; and

21 12. Unless the landlord and tenant otherwise agree, shall use
22 the dwelling unit only for residential purposes.

23 ARTICLE 6

24 LANDLORD REMEDIES

SECTION 31. NEW LAW A new section of law to be codified

in the Oklahoma Statutes as Section 141-601 of Title 41, unless
there is created a duplication in numbering, reads as follows:

TENANT FAILURE TO PAY RENT; OTHER NONCOMPLIANCE WITH LEASE.

A. Except as otherwise provided by law other than the Revised
Uniform Residential Landlord and Tenant Act and subject to
subsection B of this section:

1. A landlord may terminate a lease for nonpayment of rent when
the rent is unpaid when due by giving the tenant notice in a record
stating that if the rent remains unpaid fourteen (14) days after the
notice is given, the lease will terminate on expiration of the
fourteen-day period or a later specified date; or

2. If there is a material noncompliance with a lease or this
act by the tenant, other than nonpayment of rent, the landlord may
give the tenant notice in a record specifying the act or omission
constituting the noncompliance and stating that if the noncompliance
is not remedied not later than fourteen (14) days after the landlord
gives the notice, the lease will terminate on a specified date which
must be at least thirty (30) days after the landlord gives the
notice.

B. A landlord may terminate the lease without giving the tenant
an opportunity to remedy a noncompliance by giving the tenant the
notice described in subsection C of this section if:

1 1. The tenant failed to pay rent in a timely manner on at least
2 two occasions within the four-month period preceding the notice to
3 terminate the lease;

4 2. The tenant committed substantially the same act or omission
5 for which notice under paragraph 2 of subsection A of this section
6 was given within six (6) months preceding the latest noncompliance;

7 3. The noncompliance by the tenant, immediate family member, or
8 guest poses an actual and imminent threat to the health or safety of
9 any individual on the premises or the landlord or landlord's agent;
10 or

11 4. Subject to subsection E of this section, the tenant,
12 immediate family member, or guest has committed a criminal act.

13 C. Notice in a record terminating a lease under subsection B of
14 this section must specify the reason for the termination and state
15 that:

16 1. For a termination under paragraph 1 or 2 of subsection B of
17 this section, the lease will terminate on a specified date, which
18 must be at least fourteen (14) days after the landlord gave the
19 notice; or

20 2. For a termination under paragraph 3 or 4 of subsection B of
21 this section, the lease will terminate immediately or on a later
22 specified date.

23 D. Except as otherwise provided in this act, if a tenant fails
24 to comply with Section 30 of this act, the landlord may:

1 1. Obtain injunctive relief or specific performance; or

2 2. Regardless of whether the lease terminates as a result of
3 the tenant's noncompliance, recover actual damages or liquidated
4 damages as provided by the lease and as provided by subsection A of
5 Section 215 of Title 15 of the Oklahoma Statutes.

6 E. A landlord may not terminate a lease under paragraph 4 of
7 subsection B of this section if the criminal act was the act of an
8 immediate family member or guest, and the tenant:

9 1. Neither knew nor should have known the act was going to be
10 committed; and

11 2. Took reasonable steps to ensure that there will not be a
12 repeated criminal act on the premises by the immediate family member
13 or guest.

14 SECTION 32. NEW LAW A new section of law to be codified
15 in the Oklahoma Statutes as Section 141-602 of Title 41, unless
16 there is created a duplication in numbering, reads as follows:

17 WAIVER OF LANDLORD RIGHT TO TERMINATE.

18 A. Subject to subsection B of this section, acceptance by a
19 landlord of rent for two or more successive rental periods with
20 knowledge of noncompliance by the tenant with the lease or the
21 Revised Uniform Residential Landlord and Tenant Act or acceptance by
22 the landlord of the tenant's performance that varies from the terms
23 of the lease or this act is a waiver of the landlord's right to
24

1 terminate the lease for the noncompliance, unless the landlord and
2 tenant otherwise agree after the noncompliance occurs.

3 B. This section does not prevent a landlord or tenant from
4 exercising a right under Section 38 of this act to terminate a
5 periodic tenancy.

6 SECTION 33. NEW LAW A new section of law to be codified
7 in the Oklahoma Statutes as Section 141-603 of Title 41, unless
8 there is created a duplication in numbering, reads as follows:

9 DISTRAINT FOR RENT ABOLISHED; LIEN PROHIBITED.

10 A. Distraint for rent is abolished.

11 B. A landlord may not create, perfect, or enforce a lien or
12 security interest on a tenant's tangible personal property to secure
13 the tenant's performance under the lease or this the Revised Uniform
14 Residential Landlord and Tenant Act. This subsection does not apply
15 to a lien or security interest created or perfected before November
16 1, 2020.

17 SECTION 34. NEW LAW A new section of law to be codified
18 in the Oklahoma Statutes as Section 141-604 of Title 41, unless
19 there is created a duplication in numbering, reads as follows:

20 ABANDONMENT; REMEDY AFTER TERMINATION.

21 A. In this section, "reasonable efforts" means steps a landlord
22 would take to rent a dwelling unit if the unit is vacated at the end
23 of a term, including showing the unit to a prospective tenant or
24 advertising the availability of the unit.

1 B. A tenant abandons a dwelling unit if:

2 1. The tenant delivers possession of the unit to the landlord
3 before the end of the term by returning the keys or other means of
4 access or otherwise notifies the landlord the unit has been vacated;
5 or

6 2. Rent that is due was not paid for at least five (5) days and
7 the tenant has:

8 a. vacated the unit by removing substantially all of the
9 tenant's personal property from the unit and the
10 premises, and

11 b. caused the termination of an essential service or
12 otherwise indicated by words or conduct that the
13 tenant has no intention to return to the unit.

14 C. If a tenant abandons the dwelling unit before the end of the
15 term of the lease, the landlord may recover possession of the unit
16 without a court order and may:

17 1. Accept the tenant's abandonment of the unit by notice in a
18 record given to the tenant, in which case:

19 a. the lease terminates on the date of abandonment,

20 b. the landlord and tenant are liable to each other under
21 the lease only for a noncompliance with the lease or
22 the Revised Uniform Residential Landlord and Tenant
23 Act which occurred before the lease terminates, and
24

1 c. the landlord shall return any security deposit and
2 unearned rent to which the tenant is entitled under
3 Section 60 of this act; or

4 2. Treat the abandonment as wrongful.

5 D. If a landlord treats abandonment of a dwelling unit as
6 wrongful under paragraph 2 of subsection C of this section, the
7 tenant remains liable under the lease and the landlord has a duty to
8 mitigate by making a reasonable effort to rent the unit, subject to
9 the following rules:

10 1. The landlord's duty to mitigate does not take priority over
11 the landlord's right to lease first any other dwelling unit the
12 landlord has available to lease;

13 2. If the landlord leases the abandoned unit to another person
14 for a term beginning before the expiration of the term of the lease
15 of the abandoning tenant, the lease terminates as of the date of the
16 new tenancy and the landlord may recover actual damages from the
17 abandoning tenant;

18 3. If the landlord makes a reasonable effort to lease the
19 abandoning tenant's unit but is unable to lease it or is able to
20 lease it only for an amount less than the rent payable by the
21 abandoning tenant, the landlord may recover actual damages from the
22 abandoning tenant;

23 4. If the landlord fails to make a reasonable effort to lease
24 the abandoning tenant's unit, the lease terminates as of the date of

1 abandonment, and the landlord and tenant are liable to each other
2 under the lease or this act only for a noncompliance with the lease
3 or this act which occurred before the date of abandonment; and

4 5. After deducting the landlord's actual damages, the landlord
5 shall return any security deposit and unearned rent to which the
6 tenant is entitled under Section 60 of this act.

7 SECTION 35. NEW LAW A new section of law to be codified
8 in the Oklahoma Statutes as Section 141-605 of Title 41, unless
9 there is created a duplication in numbering, reads as follows:

10 LIMITATION ON SELF-HELP RECOVERY. Except as otherwise provided
11 in Section 34 of this act, a landlord:

12 1. May not recover or take possession of a dwelling unit by an
13 act of self-help, including willful interruption or causing the
14 willful interruption of an essential service to the unit; and

15 2. May recover possession of a dwelling unit following
16 termination of a lease only through an action permitted by law other
17 than the Revised Uniform Residential Landlord and Tenant Act.

18 ARTICLE 7

19 ACCESS TO DWELLING UNIT

20 SECTION 36. NEW LAW A new section of law to be codified
21 in the Oklahoma Statutes as Section 141-701 of Title 41, unless
22 there is created a duplication in numbering, reads as follows:

23 LANDLORD ACCESS TO DWELLING UNIT.
24

1 A. Except as otherwise provided in this section, a landlord may
2 not enter a dwelling unit unless:

3 1. Entry is permitted by the lease or the tenant otherwise
4 agrees;

5 2. Entry is under a court order;

6 3. The tenant has abandoned the unit under Section 34 of this
7 act; or

8 4. Permitted by law other than the Revised Uniform Residential
9 Landlord and Tenant Act.

10 B. A tenant may not unreasonably withhold consent for the
11 landlord to enter the dwelling unit to:

12 1. Inspect the unit;

13 2. Make a necessary or agreed-to repair, alteration, or
14 improvement;

15 3. Supply a necessary or agreed-to service; or

16 4. Exhibit the unit to a prospective or actual purchaser,
17 mortgagee, tenant, worker, or contractor or a public official
18 responsible for enforcing a building, housing, fire, or health code
19 or other law.

20 C. Except as otherwise provided in subsection D or E of this
21 section, a landlord may enter a dwelling unit only at a reasonable
22 time and with the tenant's consent and shall give the tenant at
23 least twenty-four (24) hours' notice of the intent to enter the
24 unit.

1 D. For routine maintenance or pest control, a landlord may
2 enter the dwelling unit without the tenant's consent if the landlord
3 gives the tenant:

4 1. At least seventy-two (72) hours' notice of the intent to
5 enter the unit; or

6 2. A fixed schedule for maintenance or pest control at least
7 seventy-two (72) hours before the first scheduled entry into the
8 unit.

9 E. In an emergency or when maintenance or repairs are being
10 made at a tenant's request, the landlord may enter the dwelling unit
11 without the tenant's consent if the landlord gives notice that is
12 reasonable under the circumstances. If the landlord enters the unit
13 when the tenant is not present and notice was not given, the
14 landlord shall leave notice of the entry in a conspicuous place in
15 the unit stating the fact of entry, the date and time of entry, and
16 the reason for the entry.

17 F. When notice is given under this section before the landlord
18 enters the unit, the notice must state the intended purpose for the
19 entry and the date and a reasonable period during which the landlord
20 anticipates making the entry.

21 G. A landlord may not abuse the right under this section to
22 enter a tenant's dwelling unit or use the right to harass the
23 tenant.

SECTION 37. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 141-702 of Title 41, unless there is created a duplication in numbering, reads as follows:

REMEDIES FOR ABUSE OF ACCESS.

A. If a tenant unreasonably refuses to allow the landlord access to the dwelling unit, the landlord may recover actual damages or one (1) month's periodic rent, whichever is greater, and:

1. The court may compel the tenant to grant the landlord access to the unit; or

2. The landlord may terminate the lease by giving the tenant notice in a record stating that if the tenant fails to grant the landlord access to the unit not later than fourteen (14) days after the notice, the lease will terminate on expiration of the fourteen-day period or on a later specified date.

B. If a landlord unlawfully enters a tenant's dwelling unit, lawfully enters but in an unreasonable manner, or makes repeated demands to enter that are otherwise lawful but have the effect of harassing the tenant, the tenant may recover actual damages or one (1) month's periodic rent, whichever is greater, and:

1. Seek injunctive relief to prevent the recurrence of the conduct; or

2. Terminate the lease by giving the landlord notice in a record that the lease will terminate immediately or on a later

1 specified date which is not later than thirty (30) days after notice
2 is given.

3 ARTICLE 8

4 PERIODIC AND HOLDOVER TENANCY; DEATH OF TENANT

5 SECTION 38. NEW LAW A new section of law to be codified
6 in the Oklahoma Statutes as Section 141-801 of Title 41, unless
7 there is created a duplication in numbering, reads as follows:

8 TERMINATION OF PERIODIC TENANCY.

9 A. A periodic tenancy continues until the landlord or tenant
10 gives the other the notice under subsection B of this section.

11 B. Except as otherwise provided in the Revised Uniform
12 Residential Landlord and Tenant Act, a landlord or tenant may
13 terminate a periodic tenancy:

14 1. For week to week, by giving the other at least five (5)
15 days' notice in a record of the party's intent to terminate the
16 tenancy on a specified date; and

17 2. For month to month, by giving the other at least one (1)
18 month's notice in a record of the party's intent to terminate the
19 tenancy at the end of the monthly period.

20 SECTION 39. NEW LAW A new section of law to be codified
21 in the Oklahoma Statutes as Section 141-802 of Title 41, unless
22 there is created a duplication in numbering, reads as follows:

23 HOLDOVER TENANCY.
24

1 A. Except as otherwise provided in subsection B of this section
2 and subparagraph b of paragraph 2 of subsection A of Section 25 of
3 this act, if a tenant remains in possession without the landlord's
4 consent after expiration of a tenancy for a fixed term or
5 termination of a periodic tenancy, the landlord may bring an action
6 for possession. If the tenant's holdover is willful, the landlord
7 may recover three times the periodic rent or three times the actual
8 damages, whichever is greater.

9 B. Unless a landlord and tenant otherwise agree in a record, if
10 the tenant remains in possession with the landlord's consent after
11 expiration of a tenancy for a fixed term, a periodic tenancy for
12 month to month arises under the same terms as the expired lease.

13 SECTION 40. NEW LAW A new section of law to be codified
14 in the Oklahoma Statutes as Section 141-803 of Title 41, unless
15 there is created a duplication in numbering, reads as follows:

16 DEATH OF TENANT.

17 A. If a sole tenant under a lease dies before the end of a
18 tenancy for a fixed term or a periodic tenancy, the tenant's
19 surviving spouse who resides in the dwelling unit may assume the
20 lease by giving the landlord notice in a record not later than
21 twenty (20) days after the tenant's death stating the intent of the
22 spouse to assume the lease. On assuming the lease, the spouse
23 becomes the tenant under the lease.

1 B. Except as otherwise provided in this section or law other
2 than the Revised Uniform Residential Landlord and Tenant Act, a
3 landlord or tenant representative may terminate the lease of a
4 deceased tenant by giving to the other and to a surviving spouse of
5 the tenant who resides in the dwelling unit notice in a record. The
6 notice must state the lease will terminate on a specified date,
7 which must be at least thirty (30) days after the notice in the case
8 of a tenancy for a fixed term or a specified date consistent with
9 subsection B of Section 38 of this act in the case of a periodic
10 tenancy. Notice sent to a surviving spouse must also state that the
11 surviving spouse has twenty (20) days after receipt of the notice to
12 assume the lease. If the spouse assumes the lease, the spouse
13 becomes the tenant under the lease.

14 C. If a deceased tenant is survived by a spouse who resides in
15 the dwelling unit, notice to terminate a lease under subsection B of
16 this section may not be given before the time specified in
17 subsection A of this section expires.

18 D. If a landlord is unable to contact a deceased tenant's
19 surviving spouse who resides in the dwelling unit or tenant
20 representative for the purpose of terminating the lease under
21 subsection B of this section, the landlord may terminate the lease
22 without notice if rent that was due was not paid for at least
23 twenty-five (25) days.

24 ARTICLE 9

1 RETALIATION

2 SECTION 41. NEW LAW A new section of law to be codified
3 in the Oklahoma Statutes as Section 141-901 of Title 41, unless
4 there is created a duplication in numbering, reads as follows:

5 RETALIATION PROHIBITED.

6 A. A landlord may not engage in conduct described in subsection
7 B of this section if the landlord's purpose is to retaliate against
8 a tenant that:

9 1. Complained to a governmental agency responsible for
10 enforcement of a building, housing, fire, or health code or other
11 law, alleging a violation applicable to the premises materially
12 affecting the health or safety of the tenant or immediate family
13 member;

14 2. Complained to a governmental agency responsible for
15 enforcement of laws prohibiting discrimination in rental housing;

16 3. Complained to the landlord of noncompliance with the lease
17 or Section 17 of this act;

18 4. Organized or became a member of a tenant's union or similar
19 organization;

20 5. Exercised or attempted to exercise a right or remedy under
21 the lease, this act, or law other than the Revised Uniform
22 Residential Landlord and Tenant Act; or
23
24

1 6. Pursued an action or administrative remedy against the
2 landlord or testified against the landlord in court or an
3 administrative proceeding.

4 B. Conduct that may be retaliatory under subsection A of this
5 act includes doing or threatening to do any of the following:

6 1. Increasing the rent or fees;

7 2. Decreasing services, increasing the tenant's obligations,
8 imposing different rules on, or selectively enforcing the landlord's
9 rules against, the tenant or immediate family member, or otherwise
10 materially altering the terms of the lease;

11 3. Bringing an action for possession on a ground other than
12 nonpayment of rent;

13 4. Refusing to renew a tenancy for a fixed term under a lease
14 containing a renewal option that is exercisable by the tenant
15 without negotiation with the landlord, for any period after the
16 lease would otherwise terminate;

17 5. Terminating a periodic tenancy; or

18 6. Committing a criminal act against the tenant, immediate
19 family member, or guest.

20 C. A landlord is not liable for retaliation under subsection A
21 of this section if:

22 1. The violation of which the tenant complained under paragraph
23 1 or 2 of subsection A of this section was caused primarily by the
24 tenant, immediate family member, or guest;

1 2. The tenant's conduct described in subsection A of this
2 section was in an unreasonable manner or at an unreasonable time or
3 was repeated in a manner harassing the landlord;

4 3. The tenant was in default in the payment of rent at the time
5 notice of the action described in paragraph 3 of subsection B of
6 this section was sent;

7 4. The tenant, immediate family member, or guest engaged in
8 conduct that threatened the health or safety of another tenant on
9 the premises;

10 5. The tenant, immediate family member, or guest engaged in a
11 criminal act;

12 6. The landlord is seeking to recover possession based on a
13 notice to terminate the lease and the notice was given to the tenant
14 before the tenant engaged in conduct described in subsection A of
15 this section; or

16 7. The landlord is complying or complied with a building,
17 housing, fire, or health code or other law by making a required
18 repair, alteration, remodeling, or demolition that effectively
19 deprives the tenant of the use and enjoyment of the premises.

20 SECTION 42. NEW LAW A new section of law to be codified
21 in the Oklahoma Statutes as Section 141-902 of Title 41, unless
22 there is created a duplication in numbering, reads as follows:

23 TENANT REMEDIES FOR RETALIATORY CONDUCT.
24

1 A. If a landlord's purpose for engaging in conduct described in
2 subsection B of Section 41 of this act is to retaliate against the
3 tenant for conduct described in subsection A of Section 41 of this
4 act:

5 1. The tenant has a defense against an action for possession,
6 may recover possession, or may terminate the lease; and

7 2. The tenant may recover three times the periodic rent or
8 three times the actual damages, whichever is greater.

9 B. If a tenant terminates a lease under subsection A of this
10 section, the landlord shall return any security deposit and unearned
11 rent to which the tenant is entitled under Section 60 of this act.

12 C. A tenant's exercise of a right under this section does not
13 release the landlord from liability under Section 22 of this act.

14 SECTION 43. NEW LAW A new section of law to be codified
15 in the Oklahoma Statutes as Section 141-903 of Title 41, unless
16 there is created a duplication in numbering, reads as follows:

17 PRESUMPTION OF RETALIATORY CONDUCT.

18 A. Except as otherwise provided in subsection B of this
19 section, evidence that a tenant engaged in conduct described in
20 subsection A of Section 41 of this act within six (6) months before
21 the landlord's alleged retaliatory conduct creates a rebuttable
22 presumption that the purpose of the landlord's conduct was
23 retaliation.
24

1 B. A presumption does not arise under subsection A of this
2 section if the tenant engaged in conduct described in subsection A
3 of Section 41 of this act after the landlord gave the tenant notice
4 of the landlord's intent to engage in conduct described in
5 paragraphs 1 through 5 of subsection B of Section 41 of this act.

6 C. A landlord may rebut a presumption under subsection A of
7 this section by a preponderance of evidence showing that the
8 landlord had sufficient justification for engaging in the conduct
9 that created the presumption and would have engaged in the conduct
10 in the same manner and at the same time whether or not the tenant
11 engaged in conduct described in subsection A of Section 41 of this
12 act.

13 SECTION 44. NEW LAW A new section of law to be codified
14 in the Oklahoma Statutes as Section 141-904 of Title 41, unless
15 there is created a duplication in numbering, reads as follows:

16 LANDLORD REMEDIES FOR BAD-FAITH ACTION OF TENANT. If a tenant
17 engages in conduct described in paragraph 1 or 5 of subsection A of
18 Section 41 of this act knowing there is no factual or legal basis
19 for the conduct, the landlord may recover actual damages and the
20 court may award the landlord up to three times the periodic rent.

21 ARTICLE 10

22 DISPOSITION OF TENANT PERSONAL PROPERTY
23
24

SECTION 45. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 141-1001 of Title 41, unless there is created a duplication in numbering, reads as follows:

DISPOSITION OF TENANT PERSONAL PROPERTY ON TERMINATION OR ABANDONMENT.

A. For purposes of this article, possession of a dwelling unit is relinquished to the landlord when:

1. The tenant vacates the unit at the termination of the tenancy; or

2. The tenant abandons the unit under Section 34 of this act.

B. If personal property remains on the premises after possession of a dwelling unit is relinquished to the landlord and the landlord and tenant do not agree otherwise at the time of relinquishment, the landlord shall:

1. Subject to subsection C of this section, give the tenant notice in a record of the tenant's right to retrieve the property; and

2. Leave the property in the unit or store the property on the premises or in another place of safekeeping and exercise reasonable care in moving or storing the property.

C. The notice required by paragraph 1 of subsection B of this section must be posted at the dwelling unit and:

1 1. Sent to any forwarding address the tenant provided to the
2 landlord or an address provided under Section 9 of this act or, if
3 no address is provided, to the address of the unit;

4 2. Inform the tenant of the right to contact the landlord to
5 claim the property within the period specified in subsection D of
6 this section, subject to payment of the landlord's inventorying,
7 moving, and storage costs; and

8 3. Provide a telephone number, electronic-mail address, or
9 mailing address at which the landlord may be contacted.

10 D. If a tenant contacts the landlord to claim personal property
11 not later than eight (8) days after the landlord gives notice under
12 paragraph 1 of subsection B of this section, the landlord shall
13 permit the tenant to retrieve personal property not later than five
14 (5) days after the date of contact or within a longer period to
15 which the parties agree.

16 E. A landlord may require the tenant to pay reasonable
17 inventorying, moving, and storage costs before retrieving personal
18 property under subsection D of this section.

19 F. This section does not prohibit a landlord from immediately
20 disposing of perishable food, hazardous material, garbage, and trash
21 or transferring an animal to an animal-control officer, humane
22 society, or other person willing to care for the animal.

23 G. Unless a landlord and tenant otherwise agree, if the tenant
24 fails to contact the landlord or retrieve personal property as

1 provided in subsection D of this section, the property is deemed
2 abandoned and:

3 1. If a sale is economically feasible, the landlord shall sell
4 the property and, after deducting the reasonable cost of
5 inventorying, moving, storing, and disposing of the property, shall
6 treat the proceeds as part of the tenant's security deposit; or

7 2. If a sale is not economically feasible, the landlord may
8 dispose of the property in any manner the landlord considers
9 appropriate.

10 H. A landlord that complies with this section is not liable to
11 the tenant or another person for a claim arising from removal of
12 personal property from the premises.

13 I. A landlord that recovers possession of a dwelling unit under
14 a court order is not required to comply with this section. If a
15 landlord that recovers possession under a court order complies with
16 this section, that landlord is not liable to the tenant or another
17 person for a claim arising from removal of personal property from
18 the premises.

19 SECTION 46. NEW LAW A new section of law to be codified
20 in the Oklahoma Statutes as Section 141-1002 of Title 41, unless
21 there is created a duplication in numbering, reads as follows:

22 REMOVAL OF PERSONAL PROPERTY OF DECEASED TENANT BY TENANT
23 REPRESENTATIVE.
24

1 A. If a landlord knows that a tenant who was the sole occupant
2 of the dwelling unit has died, the landlord:

3 1. Shall notify a tenant representative of the death;

4 2. Shall give the representative access to the premises at a
5 reasonable time to remove any personal property from the unit and
6 other personal property of the tenant elsewhere on the premises;

7 3. May require the representative to prepare and sign an
8 inventory of the property being removed; and

9 4. Shall pay the representative the deceased tenant's security
10 deposit and unearned rent to which the tenant otherwise would have
11 been entitled under Section 60 of this act.

12 B. A contact person or heir accepts appointment as a tenant
13 representative by exercising authority under the Revised Uniform
14 Residential Landlord and Tenant Act or other assertion or conduct
15 indicating acceptance.

16 C. The authority of a contact person or heir to act under this
17 act terminates when the person, heir, or landlord knows that a
18 personal representative has been appointed for the deceased tenant's
19 estate.

20 D. A landlord that complies with this section is not liable to
21 the tenant's estate or another person for unearned rent, a security
22 deposit, or a claim arising from removal of personal property from
23 the premises.

1 E. A landlord that willfully violates subsection A of this
2 section is liable to the estate of the deceased tenant for actual
3 damages.

4 F. In addition to the rights provided in this section, a tenant
5 representative has the deceased tenant's rights and responsibilities
6 under Section 45 of this act.

7 SECTION 47. NEW LAW A new section of law to be codified
8 in the Oklahoma Statutes as Section 141-1003 of Title 41, unless
9 there is created a duplication in numbering, reads as follows:

10 DISPOSITION OF PERSONAL PROPERTY OF DECEASED TENANT WITHOUT
11 TENANT REPRESENTATIVE.

12 A. If a landlord knows of the death of a tenant who, at the
13 time of death, was the sole occupant of the dwelling unit, and the
14 landlord terminates the lease under subsection D of Section 40 of
15 this act because the landlord is unable to contact a tenant
16 representative, the landlord:

17 1. Shall mail notice to the tenant at the tenant's last-known
18 address or other address of the tenant known to the landlord and to
19 any person the tenant has told the landlord to contact in the case
20 of an emergency stating:

21 a. the name of the tenant and address of the dwelling
22 unit,

23 b. the approximate date of the tenant's death,
24

1 c. that, if the personal property on the premises is not
2 claimed within sixty (60) days after the notice was
3 sent, the property is subject to disposal by the
4 landlord, and

5 d. the landlord's name, telephone number, and mail or
6 electronic-mail address at which the landlord may be
7 contacted to claim the property; and

8 2. With the exercise of reasonable care, may leave the property
9 in the dwelling unit or inventory the property and store it on the
10 premises or in another place of safekeeping.

11 B. If a tenant representative is subsequently identified, the
12 representative may retrieve the deceased tenant's personal property
13 from the landlord not later than sixty (60) days after the notice
14 under subsection A of this section. The landlord may require the
15 representative to pay the reasonable inventorying, moving, and
16 storage costs before retrieving the property.

17 C. If a deceased tenant's personal property is not retrieved
18 within the time specified in subsection B of this section, the
19 landlord may dispose of the property in compliance with subsection G
20 of Section 45 of this act.

21 D. A landlord that complies with this section is not liable to
22 the tenant's estate or another person for a claim arising from
23 removal of personal property from the premises.

24 ARTICLE 11

1 EFFECT OF DOMESTIC ABUSE, STALKING, OR SEX OFFENSE

2 SECTION 48. NEW LAW A new section of law to be codified
3 in the Oklahoma Statutes as Section 141-1101 of Title 41, unless
4 there is created a duplication in numbering, reads as follows:

5 DEFINITIONS. In this article:

6 1. "Attesting third party" means a law enforcement official,
7 licensed health-care professional, victim advocate, or victim-
8 services provider;

9 2. "Domestic abuse" means domestic abuse as defined in Section
10 60.1 of Title 22 of the Oklahoma Statutes;

11 3. "Perpetrator" means an individual who commits an act of
12 domestic abuse, stalking, or sexual assault on a tenant or immediate
13 family member;

14 4. "Sex offense" means sex offense as defined in Section 40 of
15 Title 22 of the Oklahoma Statutes;

16 5. "Stalking" means stalking as defined in Section 60.1 of
17 Title 22 of the Oklahoma Statutes;

18 6. "Victim advocate" means an individual, whether paid or
19 serving as a volunteer, who provides services to victims of domestic
20 abuse, stalking, or sexual assault under the auspices or supervision
21 of a victim-services provider, court, or law-enforcement or
22 prosecution agency. The term includes a victim support person, as
23 defined in Section 60.1 of Title 22 of the Oklahoma Statutes; and
24

1 7. "Victim-services provider" means a person that assists
2 victims of domestic abuse, stalking, or sex offenses. The term
3 includes a rape crisis center, domestic violence shelter, or faith-
4 based organization or other organization with a history of work
5 concerning domestic abuse, stalking, or sex offenses.

6 SECTION 49. NEW LAW A new section of law to be codified
7 in the Oklahoma Statutes as Section 141-1102 of Title 41, unless
8 there is created a duplication in numbering, reads as follows:

9 EARLY RELEASE OR TERMINATION OF LEASE.

10 A. Subject to subsection E of this section, if a victim of an
11 act of domestic abuse, stalking, or a sex offense is a tenant or
12 immediate family member and has a reasonable fear of suffering
13 psychological harm or a further act of domestic abuse, stalking, or
14 a sex offense if the victim continues to reside in the dwelling
15 unit, the tenant, without the necessity of the landlord's consent,
16 is released from the lease if the tenant gives the landlord a notice
17 that complies with subsection B of this section and:

18 1. A copy of a court order that restrains a perpetrator from
19 contact with the tenant or immediate family member;

20 2. Evidence of the conviction or adjudication of a perpetrator
21 for an act of domestic abuse, stalking, or sex offense against the
22 tenant or immediate family member; or

23 3. A verification that complies with Section 51 of this act.
24

1 B. To be released from a lease under subsection A of this
2 section, the tenant must give the landlord notice in a record which:

3 1. States the tenant's intent to be released from the lease on
4 a date which must be at least thirty (30) days from the date of the
5 notice or, if the perpetrator is a cotenant of the dwelling unit, an
6 earlier date;

7 2. States facts giving rise to the fear of psychological harm
8 or suffering a further act of domestic abuse, stalking, or further
9 sex offense if the victim continues to reside in the unit; and

10 3. Is given to the landlord:

11 a. not later than ninety (90) days after an act of
12 domestic abuse, stalking, or sex offense against the
13 tenant or immediate family member,

14 b. when a court order exists that restrains a perpetrator
15 from contact with the tenant or immediate family
16 member because of an act of domestic abuse, stalking,
17 or a sex crime, or

18 c. if the perpetrator was incarcerated, not later than
19 ninety (90) days after the tenant acquired knowledge
20 that the perpetrator is no longer incarcerated.

21 C. If there is only one individual tenant of the dwelling unit:

22 1. A release under subsection A of this section terminates the
23 lease on the date specified in the notice under subsection B of this
24

1 section if the tenant vacates the dwelling unit on or before that
2 date; and

3 2. The tenant is not liable for rent accruing after the lease
4 terminates or other actual damages resulting from termination of the
5 lease, but the tenant remains liable to the landlord for rent and
6 other amounts owed to the landlord before termination of the lease.

7 D. If there are multiple individual tenants of the dwelling
8 unit:

9 1. The tenant who gave notice under subsection B of this
10 section is released from the lease as of the date specified in the
11 notice if the tenant vacates the dwelling unit on or before the
12 specified date, but the release of one tenant under this section
13 does not terminate the lease with respect to other tenants;

14 2. The tenant released from the lease is not liable to the
15 landlord or any other person for rent accruing after the tenant's
16 release or actual damages resulting from the tenant's release;

17 3. Any other tenant under the lease may recover from the
18 perpetrator actual damages resulting from the termination; and

19 4. The landlord is not required to return to the tenant
20 released from the lease or a remaining tenant any security deposit
21 or unearned rent to which the tenant is otherwise entitled under
22 Section 60 of this act until the lease terminates with respect to
23 all tenants.
24

1 E. This section does not apply if a tenant seeking the release
2 from the lease is a perpetrator.

3 SECTION 50. NEW LAW A new section of law to be codified
4 in the Oklahoma Statutes as Section 141-1103 of Title 41, unless
5 there is created a duplication in numbering, reads as follows:

6 LANDLORD OBLIGATIONS ON EARLY RELEASE OR TERMINATION. If a
7 tenant is released from a lease under Section 49 of this act, the
8 landlord:

9 1. Except as otherwise provided in paragraph 4 of subsection D
10 of Section 49 of this act, shall return any security deposit and
11 unearned rent to which the tenant is entitled under Section 1204
12 after the tenant vacates the dwelling unit;

13 2. May not assess a fee or penalty against the tenant for
14 exercising a right granted under Section 49 of this act; and

15 3. May not disclose information required to be reported to the
16 landlord under Section 49 of this act unless:

- 17 a. the tenant provides specific, time-limited, and
18 contemporaneous consent to the disclosure in a record
19 signed by the tenant, or
20 b. the information is required to be disclosed by a court
21 order or law other than the Revised Uniform
22 Residential Landlord and Tenant Act.
- 23
24

1 SECTION 51. NEW LAW A new section of law to be codified
2 in the Oklahoma Statutes as Section 141-1104 of Title 41, unless
3 there is created a duplication in numbering, reads as follows:

4 VERIFICATION.

5 A. A verification given by a tenant under paragraph 3 of
6 subsection A of Section 49 of this act must be under oath and
7 include the following:

8 1. From the tenant:

- 9 a. the tenant's name and the address of the dwelling
10 unit,
11 b. the approximate dates on which an act of domestic
12 abuse, stalking, or a sex offense occurred,
13 c. the approximate date of the most recent act of
14 domestic abuse, stalking, or sex offense,
15 d. a statement that because of an act of domestic abuse,
16 stalking, or sex offense, the tenant or immediate
17 family member has a reasonable fear that the tenant or
18 family member will suffer psychological harm or a
19 further act of domestic abuse, or sex offense if the
20 tenant or family member continues to reside in the
21 unit, and
22 e. a statement that the representations in the
23 verification are true and accurate to the best of the
24

1 tenant's knowledge and the tenant understands that the
2 verification could be used as evidence in court; and

3 2. From an attesting third party:

4 a. the name, business address, and business telephone
5 number of the party,

6 b. the capacity in which the party received the
7 information regarding the act of domestic abuse,
8 stalking, or sex offense,

9 c. a statement that the party has read the tenant's
10 verification and been advised by the tenant that the
11 tenant or immediate family member is the victim of an
12 act of domestic abuse, stalking, or sex offense and
13 has a reasonable fear that the tenant or family member
14 will suffer psychological harm or a further act of
15 domestic abuse, stalking, or sex offense if the tenant
16 or family member continues to reside in the dwelling
17 unit, and

18 d. a statement that the party, based on the tenant's
19 verification, believes the tenant and understands that
20 the verification may be used as the ground for
21 releasing the tenant from a lease or terminating the
22 tenant's interest under the lease.

23 B. If a verification given to a landlord by a tenant under
24 paragraph 3 of subsection A of Section 49 of this act contains a

1 representation of a material fact known by the tenant to be false,
2 the landlord may recover an amount not to exceed three times the
3 periodic rent or three times actual damages, whichever is greater.

4 SECTION 52. NEW LAW A new section of law to be codified
5 in the Oklahoma Statutes as Section 141-1105 of Title 41, unless
6 there is created a duplication in numbering, reads as follows:

7 PERPETRATOR LIABILITY FOR DAMAGES.

8 A. A landlord may recover from a perpetrator actual damages
9 resulting from a tenant's exercise of a right under Section 49 of
10 this act and, if the perpetrator is a party to the lease who remains
11 in possession of the dwelling unit, hold the perpetrator liable on
12 the lease for all obligations under the lease or the Revised Uniform
13 Residential Landlord and Tenant Act.

14 B. A perpetrator may not recover actual damages or other relief
15 resulting from the exercise of a right by a tenant under Section 49
16 of this act or a landlord under this section.

17 SECTION 53. NEW LAW A new section of law to be codified
18 in the Oklahoma Statutes as Section 141-1106 of Title 41, unless
19 there is created a duplication in numbering, reads as follows:

20 CHANGE OF LOCK OR OTHER SECURITY DEVICE.

21 A. Subject to subsections B and C of this section, if a tenant
22 or immediate family member is a victim of an act of domestic abuse,
23 stalking, or sex offense and the tenant has a reasonable fear that
24 the perpetrator or other person acting on the perpetrator's behalf

1 may attempt to gain access to the dwelling unit, the tenant, without
2 the landlord's consent, may cause the locks or other security
3 devices for the unit to be changed or rekeyed in a professional
4 manner and shall give a key or other means of access for the new
5 locks or security devices to the landlord and any other tenant,
6 other than the perpetrator, that is a party to the lease.

7 B. If locks or other security devices are changed or rekeyed
8 under subsection A of this section, the landlord may change or rekey
9 them, at the tenant's expense, to ensure compatibility with the
10 landlord's master key or other means of access or otherwise
11 accommodate the landlord's reasonable commercial needs.

12 C. If a perpetrator is a party to the lease, locks or other
13 security devices may not be changed or rekeyed under subsection A of
14 this section unless a court order, other than an ex parte order,
15 expressly requires that the perpetrator vacate the dwelling unit or
16 restrains the perpetrator from contact with the tenant or immediate
17 family member and a copy of the order has been given to the
18 landlord.

19 D. A perpetrator may not recover actual damages or other relief
20 against a landlord or tenant resulting from the exercise of a right
21 by the landlord or tenant under this section.

22 SECTION 54. NEW LAW A new section of law to be codified
23 in the Oklahoma Statutes as Section 141-1107 of Title 41, unless
24 there is created a duplication in numbering, reads as follows:

1 EFFECT OF COURT ORDER TO VACATE.

2 A. On issuance of a court order requiring a perpetrator to
3 vacate a dwelling unit because of an act of domestic abuse,
4 stalking, or sex offense, other than an ex parte order, neither the
5 landlord nor tenant has a duty to:

6 1. Allow the perpetrator access to the unit unless accompanied
7 by a law enforcement officer; or

8 2. Provide the perpetrator with any means of access to the
9 unit.

10 B. If a perpetrator is a party to the lease, on issuance of a
11 court order requiring the perpetrator to vacate the dwelling unit,
12 other than an ex parte order, the perpetrator's interest under the
13 lease terminates, and the landlord and any remaining tenant may
14 recover from the perpetrator actual damages resulting from the
15 termination.

16 C. Termination of a perpetrator's interest under a lease under
17 this section does not terminate the interest of any other tenant
18 under the lease or alter the obligations of any other tenant under
19 the lease.

20 D. A landlord is not required to return to a perpetrator whose
21 interest under the lease terminates under this section or to any
22 remaining tenant any security deposit or unearned rent until the
23 lease terminates with respect to all tenants.

1 SECTION 55. NEW LAW A new section of law to be codified

2 in the Oklahoma Statutes as Section 141-1108 of Title 41, unless
3 there is created a duplication in numbering, reads as follows:

4 TERMINATION OF TENANCY OF PERPETRATOR WITHOUT COURT ORDER.

5 A. If a landlord has a reasonable belief that a tenant or
6 immediate family member is the victim of an act of domestic abuse,
7 stalking, or sex offense and another tenant of the same landlord who
8 resides in the same building as the tenant is the perpetrator, the
9 landlord may terminate the perpetrator's interest in the lease by
10 giving the perpetrator notice in a record that the perpetrator's
11 interest will terminate immediately or on a later specified date,
12 which is not later than thirty (30) days after notice is given. The
13 notice must state that the landlord has a reasonable belief that the
14 perpetrator has committed an act of domestic abuse, stalking, or a
15 sex offense and the approximate date of the act.

16 B. Before giving notice to a perpetrator under subsection A of
17 this section, the landlord shall give notice of the landlord's
18 intent to terminate the perpetrator's interest to the tenant who was
19 the victim of the act of domestic abuse, stalking, or a sex offense
20 or whose immediate family member was the victim. This notice may be
21 given by any means reasonably calculated to reach the tenant,
22 including oral communication, notice in a record, or notice sent to
23 the tenant at any other address at which the landlord reasonably
24 believes the tenant is located.

1 C. Failure of a tenant to receive the notice of the landlord's
2 intent to terminate the perpetrator's interest under subsection B of
3 this section does not affect the landlord's right to terminate under
4 this section or expose the landlord to any liability.

5 D. If a landlord terminates a perpetrator's interest under a
6 lease under this section, any other tenant under the lease may
7 recover from the perpetrator actual damages resulting from the
8 termination.

9 E. Termination of a perpetrator's interest under a lease under
10 this section does not terminate the interest of any other tenant
11 under the lease or alter the obligations of any other tenant under
12 the lease.

13 F. A landlord is not required to return to a perpetrator whose
14 interest under a lease is terminated under this section or to any
15 other tenant under the lease any security deposit or unearned rent
16 until the lease terminates with respect to all tenants.

17 G. In an action between a landlord and tenant involving the
18 right of the landlord to terminate the tenant's interest under this
19 section, the landlord must prove by a preponderance of the evidence
20 that the landlord had a reasonable belief that the tenant was a
21 perpetrator.

22 SECTION 56. NEW LAW A new section of law to be codified
23 in the Oklahoma Statutes as Section 141-1109 of Title 41, unless
24 there is created a duplication in numbering, reads as follows:

1 LANDLORD CONDUCT WITH RESPECT TO VICTIM.

2 A. In this section, "tenant" includes an applicant seeking to
3 enter into a lease with a landlord.

4 B. Except as otherwise provided in subsections D and E of this
5 section, a landlord may not do or threaten to do any act in
6 subsection B of Section 41 of this act if the landlord's purpose for
7 engaging in the conduct is that:

8 1. An act of domestic abuse, stalking, or a sex offense
9 committed against the tenant or immediate family member resulted in
10 a violation of the lease or the Revised Uniform Residential Landlord
11 and Tenant Act by the tenant; or

12 2. A complaint of an act of domestic abuse, stalking, or a sex
13 offense committed against the tenant or immediate family member
14 resulted in a law enforcement or emergency response.

15 C. Except as otherwise provided in subsection D of this
16 section, a landlord may not refuse or threaten to refuse to rent a
17 dwelling unit if the landlord's purpose for the refusal or threat is
18 that a tenant or an immediate family member is or has been the
19 victim of an act of domestic abuse, stalking, or a sex offense.

20 D. Evidence that any of the events described in subsection B or
21 C of this section occurred within six (6) months before the
22 landlord's conduct creates a presumption that the purpose of the
23 landlord's conduct was retaliation. The landlord may rebut the
24 presumption by a preponderance of evidence showing that the landlord

1 had sufficient justification for engaging in the conduct described
2 in subsection B or C of this section and would have engaged in the
3 conduct in the same manner and at the same time regardless whether
4 the events described in subsection B or C or this section occurred.

5 E. A landlord may terminate the lease of a tenant by giving the
6 tenant notice in a record that the lease will terminate on a date
7 specified in the notice, which must be at least thirty (30) days
8 after notice is given if:

9 1. Without the landlord's permission, the tenant invited a
10 perpetrator onto the premises or allowed a perpetrator to occupy the
11 dwelling unit:

12 a. after the landlord gave the tenant notice in a record
13 to refrain from inviting the perpetrator onto the
14 premises, or

15 b. during a time the tenant knows the perpetrator is
16 subject to a no-contact court order or a court order
17 barring the perpetrator from the premises; and

18 2. The landlord demonstrates that:

19 a. there is an actual and imminent threat to the health
20 or safety of any individual on the premises, the
21 landlord, or the landlord's agent if the lease is not
22 terminated, or

23 b. the perpetrator has damaged the premises.
24

1 F. If a landlord willfully violates subsection B or C of this
2 section, the tenant or prospective tenant may recover three times
3 the periodic rent or three times actual damages, whichever is
4 greater, and:

- 5 1. Terminate the lease;
- 6 2. Defend an action for possession on the ground that the
7 landlord violated subsection B of this section; or
- 8 3. Obtain appropriate injunctive relief.

9 ARTICLE 12

10 SECURITY DEPOSITS, FEES, AND UNEARNED RENT

11 SECTION 57. NEW LAW A new section of law to be codified
12 in the Oklahoma Statutes as Section 141-1201 of Title 41, unless
13 there is created a duplication in numbering, reads as follows:

14 PAYMENT REQUIRED AT THE COMMENCEMENT OF TERM OF LEASE.

15 A. In this article, "bank account" means a checking, demand,
16 time, savings, passbook, or similar account maintained at a bank.

17 B. Except as otherwise provided in subsections C and D of this
18 section, a landlord may not require the tenant to pay or agree to
19 pay a security deposit, prepaid rent, or any combination thereof, in
20 an amount that exceeds two times the periodic rent.

21 C. The limit established in subsection B of this section does
22 not include the first month's rent or fees.

23 D. Except as otherwise provided by law other than the Revised
24 Uniform Residential Landlord and Tenant Act, if a tenant keeps a pet

1 on the premises or is permitted by the lease to make alterations to
2 the premises, the landlord may require the tenant to pay an
3 additional security deposit in an amount commensurate with the
4 additional risk of damage to the premises.

5 SECTION 58. NEW LAW A new section of law to be codified
6 in the Oklahoma Statutes as Section 141-1202 of Title 41, unless
7 there is created a duplication in numbering, reads as follows:

8 LANDLORD, TENANT, AND THIRD-PARTY INTERESTS IN SECURITY DEPOSIT.

9 A. The following rules apply to a landlord's interest in a
10 security deposit:

11 1. The landlord's interest is limited to a security interest;

12 2. The landlord's security interest is effective against and
13 has priority over each creditor of and transferee from the tenant;
14 and

15 3. Subject to subsection C of this section, a creditor of and
16 transferee from the landlord can acquire no greater interest in a
17 security deposit than the interest of the landlord.

18 B. The following rules apply to a tenant's interest in a
19 security deposit:

20 1. The tenant's interest has priority over any right of setoff
21 the bank in which the account is maintained may have for obligations
22 owed to the bank other than charges normally associated with the
23 bank's maintenance of the account;

24

1 2. The tenant's interest is not adversely affected if the
2 deposit is commingled with the deposits of other tenants; and

3 3. The effect of commingling other than that allowed in
4 paragraph 2 of this subsection is determined by law other than the
5 Revised Uniform Residential Landlord and Tenant Act.

6 C. Paragraph 3 of subsection B of this section does not
7 abrogate generally applicable rules of law enabling a transferee of
8 funds to take the funds free of competing claims.

9 SECTION 59. NEW LAW A new section of law to be codified
10 in the Oklahoma Statutes as Section 141-1203 of Title 41, unless
11 there is created a duplication in numbering, reads as follows:

12 SAFEKEEPING OF SECURITY DEPOSIT.

13 A. With respect to funds constituting a security deposit, a
14 landlord:

15 1. Shall maintain the ability to identify the funds:

16 a. by holding the funds in a bank account that is used
17 exclusively for security deposits, that is maintained
18 with a bank doing business in this state, and the
19 title of which indicates that it contains security
20 deposits, and

21 b. by maintaining records that indicate at all times the
22 amount of the funds attributable to each tenant whose
23 funds are being held in the account; and
24

1 2. May commingle the funds received from other tenants as
2 security deposits in the same bank account but may not commingle
3 other funds, including the landlord's personal or business funds, in
4 the account.

5 B. If a landlord fails to comply with subsection A of this
6 section, the tenant may recover actual damages or one times the
7 periodic rent, whichever is greater.

8 C. A bank in which a landlord deposits funds constituting a
9 security deposit has no duty to ensure that the landlord properly
10 applies the funds.

11 D. Unless a lease provides otherwise, the landlord is not
12 required to deposit a security deposit into an interest-bearing
13 account or to pay the tenant interest on the deposit.

14 SECTION 60. NEW LAW A new section of law to be codified
15 in the Oklahoma Statutes as Section 141-1204 of Title 41, unless
16 there is created a duplication in numbering, reads as follows:

17 DISPOSITION OF SECURITY DEPOSIT AND UNEARNED RENT ON TERMINATION
18 OF LEASE.

19 A. After termination of a lease, the tenant is entitled to the
20 amount by which the security deposit and any unearned rent exceeds
21 the amount the landlord is owed under the lease or the Revised
22 Uniform Residential Landlord and Tenant Act.

23 B. Not later than thirty (30) days after a lease terminates and
24 the tenant vacates the premises, the landlord shall determine the

1 amount the landlord believes the tenant is entitled to under
2 subsection A of this section and:

3 1. Tender that amount to the tenant or, if the tenant has died,
4 the tenant representative;

5 2. Send that amount by first-class mail, postage prepaid, to an
6 address provided by the tenant or, if the tenant has died, the
7 tenant representative or, in the absence of that address, to the
8 relevant address specified in Section 9 of this act; or

9 3. Cause a funds transfer in that amount to be made, with the
10 cost of transfer paid, to a bank account designated by the tenant
11 or, if the tenant has died, the tenant representative.

12 C. If the amount under subsection B of this section is less
13 than the sum of the tenant's security deposit and any unearned rent,
14 the landlord shall provide the tenant or tenant representative,
15 within the period specified under subsection B of this section, a
16 record specifying each item of property damage or other unfulfilled
17 obligation of the tenant to which the security deposit or unearned
18 rent was applied and the amount applied to each item.

19 D. If the amount to which the tenant is entitled under
20 subsection A of this section is greater than the amount paid to the
21 tenant or tenant representative, the tenant or tenant representative
22 may recover the difference.

23 E. If a landlord fails to comply with subsection B or C of this
24 section, the court may award the tenant or tenant representative, in

1 addition to any amount recoverable under subsection D of this
2 section, Two Hundred Fifty Dollars (\$250.00) or two times the amount
3 recoverable under subsection D of this section, whichever is
4 greater, unless the landlord's only noncompliance was the failure to
5 comply with paragraph 2 of subsection B of this section as a result
6 of the inadvertent failure to pay the cost of postage or
7 transmission or to use the proper address.

8 F. If a security deposit and unearned rent held by a landlord
9 are insufficient to satisfy the tenant's obligations under the lease
10 and the Revised Uniform Residential Landlord and Tenant Act, the
11 landlord may recover from the tenant the amount necessary to satisfy
12 those obligations.

13 SECTION 61. NEW LAW A new section of law to be codified
14 in the Oklahoma Statutes as Section 141-1205 of Title 41, unless
15 there is created a duplication in numbering, reads as follows:

16 DISPOSITION OF SECURITY DEPOSIT ON TERMINATION OF LANDLORD
17 INTEREST IN PREMISES.

18 A. When a landlord's interest in the premises terminates, the
19 landlord:

20 1. If the lease continues, not later than thirty (30) days
21 after the termination of the landlord's interest, shall transfer to
22 the person succeeding the landlord's interest in the premises any
23 security deposit being held by the landlord and notify the tenant in
24 a record of the successor's name and address, the amount

1 transferred, and any claim previously made against the security
2 deposit; or

3 2. If the lease terminates as a result of the termination of
4 the landlord's interest, shall comply with Section 60 of this act.

5 B. If a landlord dies before the termination of the lease, the
6 personal representative of the landlord's estate becomes the
7 landlord until the premises are distributed to the successor. If
8 the premises are distributed to the successor before the termination
9 of the lease, the security deposit held by the representative must
10 be transferred to the successor and the representative shall notify
11 the tenant in a record of the successor's name and address, the
12 amount transferred to the successor, and any claim previously made
13 against the security deposit. If the premises are not distributed
14 to the successor before the termination of the lease, the
15 representative shall comply with Section 60 of this act.

16 C. If a landlord or personal representative of the landlord's
17 estate complies with subsection A or B of this section, the landlord
18 or the estate has no further liability with respect to the security
19 deposit.

20 D. Except as otherwise provided in subsection E of this
21 section, a successor to a landlord's interest in the premises has
22 all rights and obligations of the landlord under the Revised Uniform
23 Residential Landlord and Tenant Act with respect to any security
24 deposit held by the predecessor landlord which has not been returned

1 to the tenant, whether or not the security deposit was transferred
2 or distributed to the successor.

3 E. If a landlord's interest is terminated by foreclosure, the
4 successor's liability under subsection D of this section is limited
5 to the security deposit received by the successor.

6 ARTICLE 13

7 MISCELLANEOUS PROVISIONS

8 SECTION 62. NEW LAW A new section of law to be codified
9 in the Oklahoma Statutes as Section 141-1301 of Title 41, unless
10 there is created a duplication in numbering, reads as follows:

11 In applying and construing the Revised Uniform Residential
12 Landlord and Tenant Act, consideration must be given to the need to
13 promote uniformity of the law with respect to its subject matter
14 among states that enact it.

15 SECTION 63. NEW LAW A new section of law to be codified
16 in the Oklahoma Statutes as Section 141-1302 of Title 41, unless
17 there is created a duplication in numbering, reads as follows:

18 RELATION TO ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL
19 COMMERCE ACT. The Revised Uniform Residential Landlord and Tenant
20 Act modifies, limits, or supersedes the Electronic Signatures in
21 Global and National Commerce Act, 15 U.S.C., Section 7001 et seq.,
22 but does not modify, limit, or supersede Section 101(c) of that act,
23 15 U.S.C., Section 7001(c), or authorize electronic delivery of any
24

1 of the notices described in Section 103(b) of that act, 15 U.S.C.,
2 Section 7003(b).

3 SECTION 64. NEW LAW A new section of law to be codified
4 in the Oklahoma Statutes as Section 141-1303 of Title 41, unless
5 there is created a duplication in numbering, reads as follows:

6 The Revised Uniform Residential Landlord and Tenant Act applies
7 only to a lease made on or after November 1, 2020.

8 SECTION 65. REPEALER 41 O.S. 2011, Sections 101, 102,
9 103, 104, 105, 106, 107, 108, 109, 110, 111, as last amended by
10 Section 1, Chapter 115, O.S.L. 2019, 112, 113, 113a, 113.1, Section
11 1, Chapter 233, O.S.L. 2018, 114, 115, as amended by Section 1,
12 Chapter 24, O.S.L. 2015, 116, 117, 118, 119, 120, 121, 122, 123,
13 124, 125, 126, 127, 128, 129, 130, as amended by Section 1, Chapter
14 61, O.S.L. 2019, 130.1, 131, 132, 133, 134, 135 and 136 (41 O.S.
15 Supp. 2019, Sections 111, 113.2, 115 and 130), are hereby repealed.

16 SECTION 66. This act shall become effective November 1, 2020.

17

18 57-2-10498 SD 01/08/20

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