

1 STATE OF OKLAHOMA

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

3 SENATE BILL 1333

By: Montgomery

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5  
6 AS INTRODUCED

7 An Act relating to the Residential Landlord and  
8 Tenant Act; amending 41 O.S. 2011, Section 121, which  
9 relates to landlord's breach of rental agreement;  
10 authorizing tenant to take certain corrective action  
11 upon noncompliance of landlord with rental agreement;  
12 requiring certain notice; authorizing deduction from  
13 rent payment under certain circumstances; capping  
14 amount of permissible deduction; updating statutory  
15 references; making language gender neutral; and  
16 providing an effective date.

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

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

20 Section 121. A. Except as otherwise provided in ~~this act~~ the  
21 Residential Landlord and Tenant Act, if there is a material  
22 noncompliance by the landlord with the terms of the rental agreement  
23 or a noncompliance with any of the provisions of Section ~~18 of this~~  
24 ~~act~~ 118 of this title which noncompliance materially affects health  
or safety, the tenant may deliver to the landlord a written notice  
specifying the acts and omissions constituting the breach and that  
the rental agreement will terminate upon a date not less than thirty

1 (30) days after receipt of the notice if the breach is not remedied  
2 within fourteen (14) days, and thereafter the rental agreement shall  
3 so terminate as provided in the notice unless the landlord  
4 adequately remedies the breach within the time specified.

5 B. 1. Except as otherwise provided in ~~this act~~ the Residential  
6 Landlord and Tenant Act, if there is a material noncompliance by the  
7 landlord with any of the terms of the rental agreement or any of the  
8 provisions of Section ~~18 of this act~~ 118 of this title which  
9 noncompliance materially affects health and the breach is remediable  
10 by repairs, the reasonable cost of which is less than One Hundred  
11 Dollars (\$100.00), the tenant may notify the landlord in writing of  
12 his or her intention to correct the condition at the landlord's  
13 expense after the expiration of fourteen (14) days. If the landlord  
14 fails to comply within ~~said~~ fourteen (14) days, or as promptly as  
15 conditions require in the case of an emergency, the tenant may  
16 thereafter cause the work to be done in a workmanlike manner and,  
17 after submitting to the landlord an itemized statement, deduct from  
18 his or her rent the actual and reasonable cost or the fair and  
19 reasonable value of the work, not exceeding the amount specified in  
20 this subsection, in which event the rental agreement shall not  
21 terminate by reason of that breach.

22 2. Except as otherwise provided in this act, if a tenant has  
23 made a deposit for an animal as required by the terms of the rental  
24 agreement and the rental property includes a private outside area

1 enclosed by a fence, if the landlord is in noncompliance with such  
2 rental agreement by a failure to repair damage to the fence, the  
3 tenant may notify the landlord in writing of his or her intention to  
4 correct the condition at the landlord's expense after the expiration  
5 of fourteen (14) days. If the landlord fails to comply within  
6 fourteen (14) days, or as promptly as conditions require in the case  
7 of an emergency, the tenant may thereafter cause the work to be done  
8 in a workmanlike manner and, after submitting to the landlord an  
9 itemized statement, deduct from his or her rent, in an amount not to  
10 exceed fifty percent (50%) of the rental payment, the actual and  
11 reasonable cost or the fair and reasonable value of the work, in  
12 which event the rental agreement shall not terminate by reason of  
13 that breach. If the actual and reasonable cost of the repair  
14 exceeds fifty percent (50%) of the rental payment, the tenant may  
15 deduct an additional amount in a subsequent rental payment or  
16 payments, not to exceed fifty percent (50%) of each payment, until  
17 the cost of the repair is fully reimbursed.

18 C. Except as otherwise provided in ~~this act~~ the Residential  
19 Landlord and Tenant Act, if, contrary to the rental agreement or  
20 Section ~~18 of this act~~ 118 of this title, the landlord willfully or  
21 negligently fails to supply heat, running water, hot water,  
22 electric, gas or other essential service, the tenant may give  
23 written notice to the landlord specifying the breach and thereafter  
24 may:

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

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

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

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

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

22 E. All rights of the tenant under this section do not arise  
23 until ~~he~~ the tenant has given written notice to the landlord or if  
24 the condition complained of was caused by the deliberate or

1 negligent act or omission of the tenant, a member of his or her  
2 family, ~~his~~ the tenant's animal or pet or other person or animal on  
3 the premises with ~~his~~ the tenant's consent.

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

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