

1 ENGROSSED HOUSE AMENDMENT  
TO  
2 ENGROSSED SENATE BILL NO. 200 By: Montgomery of the Senate  
3 and  
4 Pae and Nichols of the  
5 House  
6  
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8 An Act relating to landlord and tenant; amending 41  
9 O.S. 2011, Sections 111, as last amended by Section  
10 1, Chapter 115, O.S.L. 2019, and 113 (41 O.S. Supp.  
11 2020, Section 111), which relate to termination of  
12 tenancy and rental agreements; authorizing early  
13 termination of tenancy under certain circumstances;  
14 providing for liability for certain economic loss;  
15 prohibiting certain provision in rental agreement;  
16 prohibiting denial of tenancy under certain  
17 circumstances; updating statutory references;  
18 providing for codification; and providing an  
19 effective date.

20 AUTHOR: Add the following House Coauthors: Fugate and Ranson

21 AMENDMENT NO. 1. Delete the title, enacting clause and entire bill  
22 and replace with:

23 "An Act relating to landlord and tenant; amending 41  
24 O.S. 2011, Sections 111, as last amended by Section  
1, Chapter 115, O.S.L. 2019, and 113 (41 O.S. Supp.  
2020, Section 111), which relate to termination of  
tenancy and rental agreements; authorizing early  
termination of tenancy under certain circumstances;  
providing for liability for certain economic loss;  
prohibiting certain provision in rental agreement;  
prohibiting denial of tenancy under certain  
circumstances; updating statutory references;

1 providing for codification; and providing an  
2 effective date.  
3

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

5 SECTION 1. AMENDATORY 41 O.S. 2011, Section 111, as last  
6 amended by Section 1, Chapter 115, O.S.L. 2019 (41 O.S. Supp. 2020,  
7 Section 111), is amended to read as follows:

8 Section 111. A. Except as otherwise provided in the Oklahoma  
9 Residential Landlord and Tenant Act, when the tenancy is month-to-  
10 month or tenancy at will, the landlord or tenant may terminate the  
11 tenancy provided the landlord or tenant gives a written notice to  
12 the other at least thirty (30) days before the date upon which the  
13 termination is to become effective. The thirty-day period to  
14 terminate shall begin to run from the date notice to terminate is  
15 served as provided in subsection E of this section.

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

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

3 D. If the tenant remains in possession without the landlord's  
4 consent after the expiration of the term of the rental agreement or  
5 its termination under the Oklahoma Residential Landlord and Tenant  
6 Act, the landlord may immediately bring an action for possession and  
7 damages. If the tenant's holdover is willful and not in good faith  
8 the landlord may also recover an amount not more than twice the  
9 average monthly rental, computed and prorated on a daily basis, for  
10 each month or portion thereof that ~~said~~ the tenant remains in  
11 possession. If the landlord consents to the tenant's continued  
12 occupancy, a month-to-month tenancy is thus created, unless the  
13 parties otherwise agree.

14 E. The written notice, required by the Oklahoma Residential  
15 Landlord and Tenant Act, to terminate any tenancy shall be served on  
16 the tenant or landlord personally unless otherwise specified by law.  
17 If the tenant cannot be located, service shall be made by delivering  
18 the notice to any family member of such tenant over the age of  
19 twelve (12) years residing with the tenant. If service cannot be  
20 made on the tenant personally or on such family member, notice shall  
21 be posted at a conspicuous place on the dwelling unit of the tenant.  
22 If the notice is posted, a copy of such notice shall be mailed to  
23 the tenant by certified mail or by mailing such notice through the  
24 Firm Mailing Book for Accountable Mail as provided by the United

1 States Post Office. If service cannot be made on the landlord  
2 personally, the notice shall be mailed to the landlord by certified  
3 mail. For the purpose of this subsection, the word "landlord" shall  
4 mean any person authorized to receive service of process and notice  
5 pursuant to Section 116 of this title.

6 F. A victim of domestic violence, sexual violence or stalking  
7 may terminate a lease without penalty by providing written notice  
8 and a protective order of an incident of such violence within thirty  
9 (30) days of such incident, unless the landlord waives such time  
10 period.

11 G. The provisions of this section shall not apply to an  
12 occupant who has no rental agreement with the landlord and with whom  
13 the landlord has not consented to creating a tenancy. A landlord  
14 shall have the right to demand that such an occupant vacate the  
15 dwelling unit or the premises or both and shall not be required to  
16 commence eviction proceedings. If the occupant wrongfully fails to  
17 comply within a reasonable time, the occupant shall, upon  
18 conviction, be guilty of a trespass and may be punished by a fine  
19 not to exceed Five Hundred Dollars (\$500.00).

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

22 Section 113. A. A rental agreement may not provide that either  
23 party thereto:  
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1 1. Agrees to waive or forego rights or remedies under ~~this act~~  
2 the Oklahoma Residential Landlord and Tenant Act;

3 2. Authorizes any person to confess judgment on a claim arising  
4 out of the rental agreement;

5 3. Agrees to pay the other party's attorney's fees;

6 4. Agrees to the exculpation, limitation or indemnification of  
7 any liability arising under law for damages or injuries to persons  
8 or property caused by or resulting from the acts or omissions of  
9 either party, their agents, servants or employees in the operation  
10 or maintenance of the dwelling unit or the premises of which it is a  
11 part; ~~or~~

12 5. Agrees to the establishment of a lien except as allowed by  
13 ~~this act~~ the Oklahoma Residential Landlord and Tenant Act in and to  
14 the property of the other party; or

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

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

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

22 A landlord shall not deny, refuse to renew or terminate a  
23 tenancy because the applicant, tenant or member of the household is  
24 a victim or alleged victim of domestic violence, sexual violence or

1 stalking regardless of whether there exists a current protective  
2 order. A landlord shall not deny a tenancy or retaliate against a  
3 tenant because the applicant or tenant has previously terminated a  
4 rental agreement because the applicant or tenant is a victim of  
5 domestic violence, sexual violence or stalking.

6 SECTION 4. This act shall become effective November 1, 2021."

7 Passed the House of Representatives the 12th day of April, 2021.

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Presiding Officer of the House of  
11 Representatives

12 Passed the Senate the \_\_\_\_ day of \_\_\_\_\_, 2021.

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Presiding Officer of the Senate  
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1 ENGROSSED SENATE  
2 BILL NO. 200

By: Montgomery of the Senate

3 and

4 Pae and Nichols of the  
5 House

6 An Act relating to landlord and tenant; amending 41  
7 O.S. 2011, Sections 111, as last amended by Section  
8 1, Chapter 115, O.S.L. 2019, and 113 (41 O.S. Supp.  
9 2020, Section 111), which relate to termination of  
10 tenancy and rental agreements; authorizing early  
11 termination of tenancy under certain circumstances;  
12 providing for liability for certain economic loss;  
13 prohibiting certain provision in rental agreement;  
14 prohibiting denial of tenancy under certain  
15 circumstances; updating statutory references;  
16 providing for codification; and providing an  
17 effective date.

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

19 SECTION 5. AMENDATORY 41 O.S. 2011, Section 111, as last  
20 amended by Section 1, Chapter 115, O.S.L. 2019 (41 O.S. Supp. 2020,  
21 Section 111), is amended to read as follows:

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

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

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

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

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



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

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

10        SECTION 6.        AMENDATORY        41 O.S. 2011, Section 113, is  
11 amended to read as follows:

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

14        1. Agrees to waive or forego rights or remedies under ~~this act~~  
15 the Oklahoma Residential Landlord and Tenant Act;

16        2. Authorizes any person to confess judgment on a claim arising  
17 out of the rental agreement;

18        3. Agrees to pay the other party's attorney's fees;

19        4. Agrees to the exculpation, limitation or indemnification of  
20 any liability arising under law for damages or injuries to persons  
21 or property caused by or resulting from the acts or omissions of  
22 either party, their agents, servants or employees in the operation  
23 or maintenance of the dwelling unit or the premises of which it is a  
24 part; ~~or~~

1        5. Agrees to the establishment of a lien except as allowed by  
2 ~~this act~~ the Oklahoma Residential Landlord and Tenant Act in and to  
3 the property of the other party; or

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

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

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

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

19        SECTION 8. This act shall become effective November 1, 2021.  
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1 Passed the Senate the 1st day of March, 2021.

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3 \_\_\_\_\_  
4 Presiding Officer of the Senate

5 Passed the House of Representatives the \_\_\_\_ day of \_\_\_\_\_,  
6 2021.

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9 Presiding Officer of the House  
10 of Representatives