

1 ENGROSSED HOUSE
2 BILL NO. 3409

By: Bush, Pae, Provenzano and
Waldron of the House

3 and

4 Pugh of the Senate

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6
7 An Act relating to landlord and tenant; amending 41
8 O.S. 2021, Section 121, which relates to landlord's
9 breach of a rental agreement; modifying the amount a
tenant may be reimbursed by the landlord for making
repairs; and providing an effective date.

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

13 SECTION 1. AMENDATORY 41 O.S. 2021, Section 121, is
14 amended to read as follows:

15 Section 121. A. Except as otherwise provided in this act, if
16 there is a material noncompliance by the landlord with the terms of
17 the rental agreement or a noncompliance with any of the provisions
18 of Section ~~18~~ 118 of this ~~act~~ title which noncompliance materially
19 affects health or safety, the tenant may deliver to the landlord a
20 written notice specifying the acts and omissions constituting the
21 breach and that the rental agreement will terminate upon a date not
22 less than thirty (30) days after receipt of the notice if the breach
23 is not remedied within fourteen (14) days, and thereafter the rental

1 agreement shall so terminate as provided in the notice unless the
2 landlord adequately remedies the breach within the time specified.

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

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

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

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

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

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

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

23 E. All rights of the tenant under this section do not arise
24 until he or she has given written notice to the landlord or if the

1 condition complained of was caused by the deliberate or negligent
2 act or omission of the tenant, a member of his or her family, his or
3 her animal or pet or other person or animal on the premises with his
4 or her consent.

5 SECTION 2. This act shall become effective November 1, 2022.

6 Passed the House of Representatives the 21st day of March, 2022.

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8 _____
9 Presiding Officer of the House
of Representatives

10 Passed the Senate the ____ day of _____, 2022.

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14 Presiding Officer of the Senate
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