

1 **HOUSE OF REPRESENTATIVES - FLOOR VERSION**

2 STATE OF OKLAHOMA

3 1st Session of the 58th Legislature (2021)

4 COMMITTEE SUBSTITUTE
5 FOR ENGROSSED
6 SENATE BILL NO. 200

By: Montgomery of the Senate

and

Pae, Nichols and **Fugate** of
the House

11 COMMITTEE SUBSTITUTE

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

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

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

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

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

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

19 D. If the tenant remains in possession without the landlord's
20 consent after the expiration of the term of the rental agreement or
21 its termination under the Oklahoma Residential Landlord and Tenant
22 Act, the landlord may immediately bring an action for possession and
23 damages. If the tenant's holdover is willful and not in good faith
24 the landlord may also recover an amount not more than twice the

1 average monthly rental, computed and prorated on a daily basis, for
2 each month or portion thereof that ~~said~~ the tenant remains in
3 possession. If the landlord consents to the tenant's continued
4 occupancy, a month-to-month tenancy is thus created, unless the
5 parties otherwise agree.

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

22 F. A victim of domestic violence, sexual violence or stalking
23 may terminate a lease without penalty by providing written notice
24 and a protective order of an incident of such violence within thirty

1 (30) days of such incident, unless the landlord waives such time
2 period.

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

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

14 Section 113. A. A rental agreement may not provide that either
15 party thereto:

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

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

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

21 4. Agrees to the exculpation, limitation or indemnification of
22 any liability arising under law for damages or injuries to persons
23 or property caused by or resulting from the acts or omissions of
24 either party, their agents, servants or employees in the operation

1 or maintenance of the dwelling unit or the premises of which it is a
2 part; ~~or~~

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

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

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

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

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

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

22
23 COMMITTEE REPORT BY: COMMITTEE ON JUDICIARY - CIVIL, dated
24 03/31/2021 - DO PASS, As Amended and Coauthored.