

STATE OF OKLAHOMA

2nd Session of the 58th Legislature (2022)

SENATE BILL 1770

By: Brooks

AS INTRODUCED

An Act relating to the Residential Landlord and Tenant Act; amending 41 O.S. 2021, Section 115, which relates to damage or security deposits; increasing damage award for certain noncompliance; updating language; updating statutory references, making language gender neutral; and providing an effective date.

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

SECTION 1. AMENDATORY 41 O.S. 2021, Section 115, is amended to read as follows:

Section 115. A. Any damage or security deposit required by a landlord of a tenant ~~must~~ shall be kept in an escrow account for the tenant, which account shall be maintained ~~in the State of Oklahoma~~ with a federally insured financial institution in this state.

Misappropriation of the security deposit shall be unlawful and punishable by a term in a county jail not to exceed six (6) months and by a fine in an amount not to exceed twice the amount misappropriated from the escrow account.

B. Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and

1 the amount of damages which the landlord has suffered by reason of
2 the tenant's noncompliance with ~~this act~~ the Residential Landlord
3 and Tenant Act and the rental agreement, all as itemized by the
4 landlord in a written statement delivered by mail to be by return
5 receipt requested and to be signed for by any person of statutory
6 service age at such address or in person to the tenant if he or she
7 can reasonably be found. If the landlord proposes to retain any
8 portion of the security deposit for rent, damages or other legally
9 allowable charges under the provisions of ~~this act~~ the Residential
10 Landlord and Tenant Act or the rental agreement, the landlord shall
11 return the balance of the security deposit without interest to the
12 tenant within forty-five (45) days after the termination of tenancy,
13 delivery of possession and written demand by the tenant. If the
14 tenant does not make ~~such~~ written demand ~~of such~~ for the deposit
15 within six (6) months after termination of the tenancy, the deposit
16 reverts to the landlord in consideration of the costs and burden of
17 maintaining the escrow account, and the interest of the tenant in
18 ~~that~~ the deposit terminates at that time.

19 C. Upon cessation of a landlord's interest in the dwelling unit
20 including, but not limited to, termination of interest by sale,
21 assignment, death, bankruptcy, appointment of receiver or otherwise,
22 the person in possession of the tenants' damage or security deposits
23 at his or her option or pursuant to court order shall, within a
24 reasonable time:

1 1. Transfer ~~said~~ the deposits to the landlord's successor in
2 interest and notify the tenants in writing of such transfer and of
3 the transferee's name and address; or

4 2. Return the deposits to the tenants.

5 D. Upon receipt of the transferred deposits under paragraph 1
6 of subsection C of this section, the transferee, in relation to ~~such~~
7 the deposits, shall have all the rights and obligations of a
8 landlord holding such deposits under ~~this act~~ the Residential
9 Landlord and Tenant Act.

10 E. If a landlord or manager fails to comply with this section
11 or fails to return any prepaid rent required to be paid to a tenant
12 under this act, the tenant may recover an amount equal to three
13 times the damage and security deposit and prepaid rent, if any.

14 F. Except as otherwise provided by the rental agreement, a
15 tenant shall not apply or deduct any portion of the security deposit
16 from the last month's rent or use or apply ~~such~~ the tenant's
17 security deposit at any time in lieu of payment of rent.

18 G. This section does not preclude the landlord or tenant from
19 recovering other damages to which he or she may be entitled under
20 ~~this act~~ the Residential Landlord and Tenant Act.

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

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