

1 ENGROSSED SENATE
2 BILL NO. 465

By: Montgomery of the Senate

3 and

4 Pae of the House
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6 An Act relating to the Oklahoma Residential Landlord
7 and Tenant Act; amending 41 O.S. 2021, Section 111,
8 which relates to termination of tenancy; authorizing
9 termination of rental payments upon certain notice;
10 allowing return of deposit under certain
11 circumstances; and providing an effective date.

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

13 SECTION 1. AMENDATORY 41 O.S. 2021, Section 111, is
14 amended to read as follows:

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

23 B. Except as otherwise provided in the Oklahoma Residential
24 Landlord and Tenant Act, when the tenancy is less than month-to-
month, the landlord or tenant may terminate the tenancy provided the

1 landlord or tenant gives to the other a written notice served as
2 provided in subsection E of this section at least seven (7) days
3 before the date upon which the termination is to become effective.

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

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

19 E. The written notice, required by the Oklahoma Residential
20 Landlord and Tenant Act, to terminate any tenancy shall be served on
21 the tenant or landlord personally unless otherwise specified by law.
22 If the tenant cannot be located, service shall be made by delivering
23 the notice to any family member of such tenant over the age of
24 twelve (12) years residing with the tenant. If service cannot be

1 made on the tenant personally or on such family member, notice shall
2 be posted at a conspicuous place on the dwelling unit of the tenant.
3 If the notice is posted, a copy of such notice shall be mailed to
4 the tenant by certified mail or by mailing such notice through the
5 Firm Mailing Book for Accountable Mail as provided by the United
6 States Post Office. If service cannot be made on the landlord
7 personally, the notice shall be mailed to the landlord by certified
8 mail. For the purpose of this subsection, the word "landlord" shall
9 mean any person authorized to receive service of process and notice
10 pursuant to Section 116 of this title.

11 F. A victim of domestic violence, sexual violence or stalking
12 may terminate a lease without penalty by providing written notice
13 and a protective order of an incident of such violence within thirty
14 (30) days of such incident, unless the landlord waives such time
15 period. Once notice is given to the landlord and a rental payment
16 is made for the thirty-day period, no further rental payment shall
17 be due and the lease shall be terminated. Any deposit amount may be
18 returned to the tenant in the same manner as if the lease were not
19 terminated.

20 G. The provisions of this section shall not apply to an
21 occupant who has no rental agreement with the landlord and with whom
22 the landlord has not consented to creating a tenancy. A landlord
23 shall have the right to demand that such an occupant vacate the
24 dwelling unit or the premises or both and shall not be required to

1 commence eviction proceedings. If the occupant wrongfully fails to
2 comply within a reasonable time, the occupant shall, upon
3 conviction, be guilty of a trespass and may be punished by a fine
4 not to exceed Five Hundred Dollars (\$500.00).

5 SECTION 2. This act shall become effective November 1, 2023.

6 Passed the Senate the 7th day of March, 2023.

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Presiding Officer of the Senate

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10 Passed the House of Representatives the ____ day of _____,
11 2023.

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Presiding Officer of the House
of Representatives

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