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February 27, 2023

SENATE BILL NO. 465

By: Montgomery of the Senate

and

Pae of the House

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

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

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

Section 111. A. Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, when the tenancy is month-to-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 terminate shall begin to run from the date notice to terminate is served as provided in subsection E of this section.

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

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

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

22 E. The written notice, required by the Oklahoma Residential
23 Landlord and Tenant Act, to terminate any tenancy shall be served on
24 the tenant or landlord personally unless otherwise specified by law.

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

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

23 G. The provisions of this section shall not apply to an
24 occupant who has no rental agreement with the landlord and with whom

1 the landlord has not consented to creating a tenancy. A landlord
2 shall have the right to demand that such an occupant vacate the
3 dwelling unit or the premises or both and shall not be required to
4 commence eviction proceedings. If the occupant wrongfully fails to
5 comply within a reasonable time, the occupant shall, upon
6 conviction, be guilty of a trespass and may be punished by a fine
7 not to exceed Five Hundred Dollars (\$500.00).

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

9 COMMITTEE REPORT BY: COMMITTEE ON BUSINESS AND COMMERCE
10 February 27, 2023 - DO PASS
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