

1 STATE OF OKLAHOMA

2 2nd Session of the 60th Legislature (2026)

3 COMMITTEE SUBSTITUTE
4 FOR
5 HOUSE BILL NO. 2015

By: Pae of the House

and

6 Gollihare of the Senate

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8
9 COMMITTEE SUBSTITUTE

10 An Act relating to landlord and tenant; amending 41
11 O.S. 2021, Section 121, as amended by Section 1,
12 Chapter 230, O.S.L. 2022 (41 O.S. Supp. 2025, Section
13 121), which relates to landlord's breach of a rental
14 agreement; providing a tenant may bring an action to
15 enforce an obligation of a landlord; providing
16 guidelines on when a tenant can bring an action to
17 enforce an obligation of a landlord; providing types
18 of relief; providing when a landlord's liability for
19 damages begins; providing that a tenant may withhold
20 payment of rent in certain circumstances; providing
21 procedure for withholding payment of rent;
22 prescribing method for recovery of attorney fees; and
23 providing an effective date.
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BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

21 SECTION 1. AMENDATORY 41 O.S. 2021, Section 121, as
22 amended by Section 1, Chapter 230, O.S.L. 2022 (41 O.S. Supp. 2025,
23 Section 121), is amended to read as follows:
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1 Section 121. A. Except as otherwise provided in this act, if
2 there is a material noncompliance by the landlord with the terms of
3 the rental agreement or a noncompliance with any of the provisions
4 of Section 118 of this title which noncompliance materially affects
5 health or safety, the tenant may deliver to the landlord a written
6 notice specifying the acts and omissions constituting the breach and
7 that the rental agreement will terminate upon a date not less than
8 thirty (30) days after receipt of the notice if action to correct
9 ~~the breach is not remedied~~ has not meaningfully begun within
10 fourteen (14) days, and thereafter the ~~rental agreement shall so~~
11 ~~terminate as provided in the notice unless the landlord adequately~~
12 ~~remedies the breach within the time specified~~ tenant may terminate
13 or bring an action in court to enforce an obligation of the
14 landlord.

15 1. A tenant may not bring an action under this title unless the
16 following conditions are met:

- 17 a. the tenant gives the landlord written notice of the
18 landlord's noncompliance with a provision of this
19 title,
- 20 b. the landlord has been given a reasonable amount of
21 time, not to exceed fourteen (14) days, to make
22 repairs or provide a remedy of the condition described
23 in the tenant's notice. The tenant may not prevent
24 the landlord from having access to the rental premises

1 to meaningfully begin to make repairs or to
2 meaningfully begin to provide a remedy to the
3 condition described in the tenant's notice, and
4 c. the landlord fails or refuses to repair or remedy the
5 condition described in the tenant's notice.

6 2. If the tenant is the prevailing party in an action under
7 this section, the tenant may obtain any of the following, if
8 appropriate under the circumstances:

- 9 a. actual damages and consequential damages,
10 b. injunctive relief,
11 c. damage equivalent to two (2) months' rent, and
12 d. any other remedy appropriate under the circumstances.

13 3. The landlord's liability for damages begins when:

- 14 a. the landlord has notice or actual knowledge of
15 noncompliance, and
16 b. the landlord has:
17 (1) refused to remedy the noncompliance, or
18 (2) failed to meaningfully begin to remedy the
19 noncompliance within a reasonable amount of time,
20 not to exceed fourteen (14) days, following the
21 notice or actual knowledge.

22 B. Except as otherwise provided in this act, if there is a
23 material noncompliance by the landlord with any of the terms of the
24 rental agreement or any of the provisions of Section 118 of this

1 title which noncompliance materially affects health and the breach
2 is remediable by repairs, the reasonable cost of which is equal to
3 or less than one month's rent, the tenant may notify the landlord in
4 writing of his or her intention to correct the condition at the
5 landlord's expense after the expiration of fourteen (14) days. If
6 the landlord fails to meaningfully begin to comply within said
7 fourteen (14) days, or as promptly as conditions require in the case
8 of an emergency, the tenant may thereafter cause the work to be done
9 in a workmanlike manner and, after submitting to the landlord an
10 itemized statement, deduct from his or her rent the actual and
11 reasonable cost or the fair and reasonable value of the work, not
12 exceeding the amount specified in this subsection, in which event
13 the rental agreement shall not terminate by reason of that breach.

14 If the cost of necessary repairs exceeds one month's rent, after
15 written notice stating the specific reason for the withholding, the
16 tenant may withhold payment of rent and immediately deposit it in a
17 separate bank or savings and loan account, written evidence of such
18 action to be provided to the landlord upon deposit, maintained only
19 for the purpose of making repairs until such time as the landlord
20 makes the repairs, at which time the tenant shall release the
21 deposit to the landlord or until sufficient money is accumulated in
22 the account for the tenant to cause the repairs to be made and paid
23 for.

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

7 1. Upon written notice, immediately terminate the rental
8 agreement; or

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

13 3. Recover damages based upon the ~~diminution of the fair rental~~
14 ~~value of the dwelling unit~~ landlord's noncompliance, at the
15 discretion of the court; or

16 4. Upon written notice, procure reasonable substitute housing
17 during the period of the landlord's noncompliance, in which case the
18 tenant is excused from paying rent for the period of the landlord's
19 noncompliance.

20 D. Except as otherwise provided in this act, if there is a
21 noncompliance by the landlord with the terms of the rental agreement
22 or Section 118 of this title, which noncompliance renders the
23 dwelling unit uninhabitable or poses an imminent threat to the
24 health and safety of any occupant of the dwelling unit and which

1 noncompliance is not remedied as promptly as conditions require, the
2 tenant may immediately terminate the rental agreement upon written
3 notice to the landlord which notice specifies the noncompliance.

4 E. The prevailing party in any action brought under this
5 section may recover reasonable attorney fees under the provisions of
6 Section 105 of this title.

7 F. All rights of the tenant under this section do not arise
8 until he or she has given written notice to the landlord or if the
9 condition complained of was caused by the deliberate or negligent
10 act or omission of the tenant, a member of his or her family, his or
11 her animal or pet or other person or animal on the premises with his
12 or her consent.

13 SECTION 2. This act shall become effective November 1, 2026.

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