

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

POLICY COMMITTEE
RECOMMENDATION

FOR

HOUSE BILL NO. 2015

By: Pae

POLICY COMMITTEE RECOMMENDATION

An Act relating to landlord and tenant; amending 41 O.S. 2021, Section 121, as amended by Section 1, Chapter 230, O.S.L. 2022 (41 O.S. Supp. 2024, Section 121), which relates to landlord's breach of a rental agreement; providing a tenant may bring an action to enforce an obligation of a landlord; providing guidelines on when a tenant can bring an action to enforce an obligation of a landlord; providing types of relief; providing when a landlord's liability for damages begins; providing that a tenant may withhold payment of rent in certain circumstances; providing procedure for withholding payment of rent; prohibiting an action for possession based on nonpayment of rent in certain circumstances; providing that tenants in certain circumstances can recover reasonable attorney fees and certain damages; and providing an effective date.

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

SECTION 1. AMENDATORY 41 O.S. 2021, Section 121, as amended by Section 1, Chapter 230, O.S.L. 2022 (41 O.S. Supp. 2024, Section 121), is amended to read as follows:

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 within fourteen (14) days, and thereafter
10 the ~~rental agreement shall so terminate as provided in the notice~~
11 ~~unless the landlord adequately remedies the breach within the time~~
12 ~~specified~~ tenant may terminate or bring an action in court to
13 enforce an obligation of the landlord.

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

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

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

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

- 8 a. actual damages and consequential damages,
9 b. attorney fees and court costs,
10 c. injunctive relief,
11 d. damage equivalent to two (2) months rent, and
12 e. 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. No action for possession on behalf of the landlord based on
2 nonpayment of rent shall be maintained regarding the premises leased
3 or rented for purposes other than for vacation or recreation, if the
4 tenant is properly exercising a remedy under subsection A, B, or D
5 of this section.

6 D. Except as otherwise provided in this act, if, contrary to
7 the rental agreement or Section 118 of this title, the landlord
8 willfully or negligently fails to supply heat, running water, hot
9 water, electric, gas or other essential service, the tenant may give
10 written notice to the landlord specifying the breach and thereafter
11 may:

12 1. Upon written notice, immediately terminate the rental
13 agreement; or

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

18 3. Recover damages based upon the ~~diminution of the fair rental~~
19 ~~value of the dwelling unit~~ landlord's noncompliance, at the
20 discretion of the court, including reasonable attorney fees; or

21 4. Upon written notice, procure reasonable substitute housing
22 during the period of the landlord's noncompliance, in which case the
23 tenant is excused from paying rent for the period of the landlord's
24 noncompliance.

1 ~~D.~~ E. Except as otherwise provided in this act, if there is a
2 noncompliance by the landlord with the terms of the rental agreement
3 or Section 118 of this title, which noncompliance renders the
4 dwelling unit uninhabitable or poses an imminent threat to the
5 health and safety of any occupant of the dwelling unit and which
6 noncompliance is not remedied as promptly as conditions require, the
7 tenant may immediately terminate the rental agreement upon written
8 notice to the landlord which notice specifies the noncompliance.

9 F. If an action for possession or recovery of rent is brought
10 under Sections 131 or 132 of this title, and the matter is found in
11 favor of the tenant or if the landlord is determined to have brought
12 the action in bad faith, the tenant may recover reasonable attorney
13 fees and damages equivalent to two (2) months rent.

14 ~~E.~~ G. All rights of the tenant under this section do not arise
15 until he or she has given written notice to the landlord or if the
16 condition complained of was caused by the deliberate or negligent
17 act or omission of the tenant, a member of his or her family, his or
18 her animal or pet or other person or animal on the premises with his
19 or her consent.

20 SECTION 2. This act shall become effective November 1, 2025.
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