



1 B. A landlord may terminate a rental agreement for failure to  
2 pay rent when due, if the tenant fails to pay the rent within five  
3 (5) days after written notice of landlord's demand for payment. The  
4 notice may be given before or after the landlord files any action  
5 authorized by subsection A of this section. Demand for past due  
6 rent is deemed a demand for possession of the premises and no  
7 further notice to quit possession need be given by the landlord to  
8 the tenant for any purpose.

9 C. The courts shall have no discretion to extend the terms of  
10 tenancy and shall grant possession immediately upon entry of  
11 judgment. The terms of the rental agreement shall be recognized by  
12 the courts in the event that tenant has failed to pay rent in  
13 accordance with the rental agreement.

14 D. Upon entry of a judgment for any action brought for forcible  
15 entry and detainer, a landlord may immediately apply to the local  
16 sheriff for enforcement of the right to possession.

17 E. A rental agreement may provide for a late payment fee to  
18 apply in the event of a tenant's failure to pay in accordance with  
19 the terms of the rental agreement. Any late payment shall not  
20 exceed an amount equal to fifteen percent (15%) of the monthly rent  
21 and may be enforced by landlord in an action for unpaid rent or  
22 forcible entry and detainer.

23 F. All provisions in the Oklahoma Residential Landlord and  
24 Tenant Act shall be enforceable even in event of a catastrophic

1 health emergency as defined by Section 61 of Title 63 of the  
2 Oklahoma Statutes.

3 SECTION 2. This act shall become effective November 1, 2021.

4  
5 COMMITTEE REPORT BY: COMMITTEE ON BUSINESS AND COMMERCE, dated  
6 02/10/2021 - DO PASS, As Coauthored.  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24