

1 STATE OF OKLAHOMA

2 2nd Session of the 55th Legislature (2016)

3 SENATE BILL 1071

By: Newberry

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5
6 AS INTRODUCED

7 An Act relating to landlord and tenant; amending 41
8 O.S. 2011, Section 111, which relates to termination
9 of tenancy; establishing exception to eviction
requirements under certain circumstances; and
providing an effective date.

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

13 SECTION 1. AMENDATORY 41 O.S. 2011, 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-

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

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

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

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

1 twelve (12) years residing with the tenant. If service cannot be
2 made on the tenant personally or on such family member, notice shall
3 be posted at a conspicuous place on the dwelling unit of the tenant.
4 If the notice is posted, a copy of such notice shall be mailed to
5 the tenant by certified mail. If service cannot be made on the
6 landlord personally, the notice shall be mailed to the landlord by
7 certified mail. For the purpose of this subsection, the word
8 "landlord" shall mean any person authorized to receive service of
9 process and notice pursuant to Section 116 of this title.

10 F. The provisions of this section shall not apply to an
11 occupant who has no rental agreement with the landlord and with whom
12 the landlord has not consented to creating a tenancy. A landlord
13 shall have the right to demand that such an occupant vacate the
14 dwelling unit or the premises or both and shall not be required to
15 commence eviction proceedings. If the occupant wrongfully fails to
16 comply within a reasonable time, the occupant shall, upon
17 conviction, be guilty of a trespass and may be punished by a fine
18 not to exceed Five Hundred Dollars (\$500.00) or by confinement in
19 the county jail for a period not to exceed thirty (30) days or by
20 both such fine and imprisonment.

21 SECTION 2. This act shall become effective November 1, 2016.

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