

1 STATE OF OKLAHOMA

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

3 SENATE BILL 1356

By: Sparks

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5
6 AS INTRODUCED

7 An Act relating to landlord and tenant; amending 41
8 O.S. 2011, Sections 111 and 113, which relate to
9 termination of tenancy and rental agreements;
10 authorizing early termination of tenancy under
11 certain circumstances; providing for liability for
12 certain economic loss; prohibiting certain provision
13 in rental agreement; prohibiting denial of tenancy
14 under certain circumstances; providing for
15 codification; and providing an effective date.

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

17 SECTION 1. AMENDATORY 41 O.S. 2011, Section 111, is
18 amended to read as follows:

19 Section 111. A. Except as otherwise provided in the Oklahoma
20 Residential Landlord and Tenant Act, when the tenancy is month-to-
21 month or tenancy at will, the landlord or tenant may terminate the
22 tenancy provided the landlord or tenant gives a written notice to
23 the other at least thirty (30) days before the date upon which the
24 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 said tenant remains in
19 possession. If the landlord consents to the tenant's continued
20 occupancy, a month-to-month tenancy is thus created, unless the
21 parties otherwise 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. If service cannot be made on the
8 landlord personally, the notice shall be mailed to the landlord by
9 certified mail. For the purpose of this subsection, the word
10 "landlord" shall mean any person authorized to receive service of
11 process and notice pursuant to Section 116 of this title.

12 F. A victim of domestic violence, sexual violence or stalking
13 may terminate a lease without penalty by providing written notice
14 and either a protective order or a police report of an incident of
15 such violence within thirty (30) days of such incident, unless the
16 landlord waives such time period. The perpetrator of such violence
17 may be held civilly liable for any economic loss incurred by the
18 landlord as a result of the early lease termination.

19 SECTION 2. AMENDATORY 41 O.S. 2011, Section 113, is
20 amended to read as follows:

21 Section 113. A. A rental agreement may not provide that either
22 party thereto:

23 1. Agrees to waive or forego rights or remedies under this act;
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1 2. Authorizes any person to confess judgment on a claim arising
2 out of the rental agreement;

3 3. Agrees to pay the other party's attorney's fees;

4 4. Agrees to the exculpation, limitation or indemnification of
5 any liability arising under law for damages or injuries to persons
6 or property caused by or resulting from the acts or omissions of
7 either party, their agents, servants or employees in the operation
8 or maintenance of the dwelling unit or the premises of which it is a
9 part; ~~or~~

10 5. Agrees to the establishment of a lien except as allowed by
11 this act in and to the property of the other party; or

12 6. Agrees to waive or limit his or her right to summon a peace
13 officer or other emergency assistance in an emergency.

14 B. A provision prohibited by subsection A of this section and
15 included in a rental agreement is unenforceable.

16 SECTION 3. NEW LAW A new section of law to be codified
17 in the Oklahoma Statutes as Section 113.2 of Title 41, unless there
18 is created a duplication in numbering, reads as follows:

19 A landlord shall not deny, refuse to renew or terminate a
20 tenancy because the applicant, tenant or member of the household is
21 a victim or alleged victim of domestic violence, sexual violence or
22 stalking whether or not there exists a current protective order. A
23 landlord shall not deny a tenancy or retaliate against a tenant
24 because the applicant or tenant has previously terminated a rental

1 agreement because the applicant or tenant is a victim of domestic
2 violence, sexual violence or stalking.

3 SECTION 4. This act shall become effective November 1, 2016.

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