

1 STATE OF OKLAHOMA

2 2nd Session of the 58th Legislature (2022)

3 SENATE BILL 1672

By: Brooks

4
5
6 AS INTRODUCED

7 An Act relating to the Residential Landlord and
8 Tenant Act; amending 41 O.S. 2021, Section 121, which
9 relates to deductions from rent for repairs;
10 increasing reimbursable amount for repairs under
11 certain circumstances; authorizing deductions from
rental payments; updating statutory references;
making language gender neutral; and providing an
effective date.

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

14 SECTION 1. AMENDATORY 41 O.S. 2021, Section 121, is
15 amended to read as follows:

16 Section 121. A. Except as otherwise provided in ~~this act~~ the
17 Residential Landlord and Tenant Act, if there is a material
18 noncompliance by the landlord with the terms of the rental agreement
19 or a noncompliance with any of the provisions of Section ~~10~~ 118 of
20 this ~~act~~ title which noncompliance materially affects health or
21 safety, the tenant may deliver to the landlord a written notice
22 specifying the acts and omissions constituting the breach and that
23 the rental agreement will terminate upon a date not less than thirty
24 (30) days after receipt of the notice if the breach is not remedied

1 within fourteen (14) days, and thereafter the rental agreement shall
2 so terminate as provided in the notice unless the landlord
3 adequately remedies the breach within the time specified.

4 B. Except as otherwise provided in ~~this act~~ the Residential
5 Landlord and Tenant Act, if there is a material noncompliance by the
6 landlord with any of the terms of the rental agreement or any of the
7 provisions of Section ~~18~~ 118 of this ~~act~~ title which noncompliance
8 materially affects health and the breach is remediable by repairs,
9 the reasonable cost of which ~~is less than One Hundred Dollars~~
10 ~~(\$100.00)~~ does not exceed Two Thousand Dollars (\$2,000.00), the
11 tenant may notify the landlord in writing of ~~his~~ the tenant's
12 intention to correct the condition at the landlord's expense after
13 the expiration of fourteen (14) days. If the landlord fails to
14 comply within ~~said~~ fourteen (14) days, or as promptly as conditions
15 require in the case of an emergency, the tenant may thereafter cause
16 the work to be done in a workmanlike manner and, after submitting to
17 the landlord an itemized statement, deduct from his or her rent in
18 an amount not to exceed fifty percent (50%) of the rental payment,
19 the actual and reasonable cost or the fair and reasonable value of
20 the work, ~~not exceeding the amount specified in this subsection,~~ in
21 which event the rental agreement shall not terminate by reason of
22 that breach. If the actual and reasonable cost of the repair
23 exceeds fifty percent (50%) of the rental payment, the tenant may
24 deduct an additional amount in a subsequent rental payment or

1 payments, not to exceed fifty percent (50%) of each payment, until
2 the cost of the repair is fully reimbursed.

3 C. Except as otherwise provided in ~~this act~~ the Residential
4 Landlord and Tenant Act, if, contrary to the rental agreement or
5 Section ~~18~~ 118 of this ~~act~~ title, the landlord willfully or
6 negligently fails to supply heat, running water, hot water,
7 electric, gas or other essential service, the tenant may give
8 written notice to the landlord specifying the breach and thereafter
9 may:

10 1. Upon written notice, immediately terminate the rental
11 agreement; or

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

16 3. Recover damages based upon the diminution of the fair rental
17 value of the dwelling unit; or

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

22 D. Except as otherwise provided in ~~this act~~ the Residential
23 Landlord and Tenant Act, if there is a noncompliance by the landlord
24 with the terms of the rental agreement or Section ~~18~~ 118 of this ~~act~~

1 title, which noncompliance renders the dwelling unit uninhabitable
2 or poses an imminent threat to the health and safety of any occupant
3 of the dwelling unit and which noncompliance is not remedied as
4 promptly as conditions require, the tenant may immediately terminate
5 the rental agreement upon written notice to the landlord which
6 notice specifies the noncompliance.

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

13 SECTION 2. This act shall become effective November 1, 2022.

14
15 58-2-2480 TEK 1/20/2022 5:06:03 PM
16
17
18
19
20
21
22
23
24
25