

1 STATE OF OKLAHOMA

2 1st Session of the 60th Legislature (2025)

3 HOUSE BILL 2015

By: Pae

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5

6 AS INTRODUCED

7 An Act relating to landlord and tenant; prohibiting  
8 landlords from retaliating against tenants in certain  
9 circumstances; defining forms of retaliation;  
10 providing that a landlord may increase rent or  
11 decrease services under certain circumstances;  
12 providing remedy procedures for tenants; providing  
13 examples of nonretaliatory actions; providing that a  
14 landlord shall retain the right to recovery if done  
15 in good faith; providing when raising rent shall not  
16 be considered retaliatory; amending 41 O.S. 2021,  
17 Section 121, as amended by Section 1, Chapter 230,  
18 O.S.L. 2022 (41 O.S. Supp. 2024, Section 121), which  
19 relates to landlord's breach of a rental agreement;  
20 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; defining terms; prohibiting an action for  
possession based on nonpayment of rent in certain  
circumstances; providing that tenants in certain  
circumstances can recover reasonable attorney fees;  
providing for codification; and providing an  
effective date.

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

22 SECTION 1. NEW LAW A new section of law to be codified

23 in the Oklahoma Statutes as Section 137 of Title 41, unless there is  
24 created a duplication in numbering, reads as follows:

1       A. 1. Except as provided in this section or as otherwise  
2 provided by law, a landlord renting more than ten dwelling units in  
3 the State of Oklahoma may not retaliate against a tenant by  
4 increasing rent, decreasing services, by bringing or threatening to  
5 bring an action for possession, or by causing a termination of the  
6 rental agreement after the landlord has knowledge that:

- 7           a. the tenant, in good faith, has made a complaint to a  
8           governmental agency charged with the enforcement of  
9           building or housing code violations related to health  
10          or safety,
- 11          b. the tenant, in good faith, has made a complaint to or  
12          filed an action against the landlord for a violation  
13          of any provision of Title 41 of the Oklahoma Statutes,
- 14          c. the tenant, in good faith, has given the landlord a  
15          notice to repair or exercise a remedy under Title 41  
16          of the Oklahoma Statutes,
- 17          d. the tenant, in good faith, has organized or become a  
18          member of a tenants' organization, or
- 19          e. the tenant, in good faith, has testified in a court  
20          proceeding against the landlord.

21        2. However, the provisions of this section shall not be  
22 construed to prevent the landlord from increasing rent nor from  
23 decreasing services in a manner that applies equally to all tenants.

1       B. If a landlord acts in violation of this section, the tenant  
2 is entitled to the applicable remedies provided for in Title 41 of  
3 the Oklahoma Statutes, including recovery of actual damages plus  
4 reasonable attorney fees, and may assert such retaliation as a  
5 defense in any action against the landlord for possession.

6       C. Actions by a landlord shall not be considered retaliatory  
7 if:

8           1. The tenant is in arrears with regard to his or her rental  
9 agreement;

10          2. The tenant creates conditions within the unit which are  
11 unsafe or destructive; or

12          3. An unforeseen action causes the landlord to comply with a  
13 code which would deprive the tenant of the right to continue using  
14 the unit.

15       D. The landlord shall retain the right to recovery of the  
16 premises if that recovery was done in good faith, which actions  
17 shall include:

18           1. The tenant using the unit for an illegal or illicit purpose  
19 or otherwise creating a nuisance on the property;

20          2. The landlord recovering possession of the unit from the  
21 tenant in order to use the unit as a primary residence for either  
22 the landlord or the landlord's immediate family;

1       3. The landlord recovering possession of the unit for the  
2 purposes of substantially altering, remodeling, or demolishing the  
3 unit; or

4       4. When the unit is sold and the purchaser intends to use it as  
5 a primary residence for either the landlord or a member of the  
6 landlord's immediate family.

7           E. Increases in rent shall not be considered retaliation if:

8           1. Compliance with a health department or other agency  
9 directive creates a financial burden on the landlord;

10          2. Rent is increased to mitigate the burden of a substantial  
11 increase in property taxes;

12          3. Substantial improvements to the unit that effects a tax  
13 depreciation on the landlord's federal tax bill; or

14          4. Rent is increased, upon renewal of the lease, in the  
15 standard course of business.

16           SECTION 2.       AMENDATORY       41 O.S. 2021, Section 121, as  
17 amended by Section 1, Chapter 230, O.S.L. 2022 (41 O.S. Supp. 2024,  
18 Section 121), is amended to read as follows:

19           Section 121. A. Except as otherwise provided in this act, if  
20 there is a material noncompliance by the landlord with the terms of  
21 the rental agreement or a noncompliance with any of the provisions  
22 of Section 118 of this title which noncompliance materially affects  
23 health or safety, the tenant may deliver to the landlord a written  
24 notice specifying the acts and omissions constituting the breach and

1 | that the rental agreement will terminate upon a date not less than  
2 | thirty (30) days after receipt of the notice if action to correct  
3 | the breach is not remedied within fourteen (14) days, and thereafter  
4 | the ~~rental agreement shall so terminate as provided in the notice~~  
5 | ~~unless the landlord adequately remedies the breach within the time~~  
6 | ~~specified tenant may terminate or bring an action in court to~~  
7 | enforce an obligation of the landlord.

8 | 1. A tenant may not bring an action under this title unless the  
9 | following conditions are met:

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

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

- 4           a. actual damages and consequential damages,  
5           b. attorney fees and court costs,  
6           c. injunctive relief, and  
7           d. any other remedy appropriate under the circumstances.

8       3. The landlord's liability for damages begins when:

- 9           a. the landlord has notice or actual knowledge of  
10          noncompliance, and  
11          b. the landlord has:  
12              (1) refused to remedy the noncompliance, or  
13              (2) failed to meaningfully begin to remedy the  
14          noncompliance within a reasonable amount of time,  
15          not to exceed fourteen (14) days, following the  
16          notice or actual knowledge.

17       B. Except as otherwise provided in this act, if there is a  
18 material noncompliance by the landlord with any of the terms of the  
19 rental agreement or any of the provisions of Section 118 of this  
20 title which noncompliance materially affects health and the breach  
21 is remediable by repairs, the reasonable cost of which is equal to  
22 or less than one month's rent, the tenant may notify the landlord in  
23 writing of his or her intention to correct the condition at the  
24 landlord's expense after the expiration of fourteen (14) days. If

1 the landlord fails to meaningfully begin to comply within said  
2 fourteen (14) days, or as promptly as conditions require in the case  
3 of an emergency, the tenant may thereafter cause the work to be done  
4 in a workmanlike manner and, after submitting to the landlord an  
5 itemized statement, deduct from his or her rent the actual and  
6 reasonable cost or the fair and reasonable value of the work, not  
7 exceeding the amount specified in this subsection, in which event  
8 the rental agreement shall not terminate by reason of that breach.

9 An emergency shall be defined as one of the following:

10 1. Lack of access to running water, gas, or electric which was  
11 the result of the landlord for more than twelve (12) hours;  
12 2. A sustained inside temperature lower than fifty-five (55)  
13 degrees Fahrenheit or higher than eighty-five (85) degrees  
14 Fahrenheit for a period of twelve (12) hours with no less than one  
15 living space must have heat and air conditioning while repairs are  
16 being made;

17 3. Inability to reasonably secure the home or premises with the  
18 use of a manual locking mechanism for more than eight (8) hours,  
19 however, temporary sheathing may be used for securing broken  
20 windows;

21 4. Detection of CO<sub>2</sub> or a gas smell that is not remedied within  
22 one (1) hour after notification by either gas company or landlord  
23 temporarily shutting off service;

1       5. Inability to use at least one toilet and lavatory for a  
2       period of more than eight (8) hours, or unsafe electrical  
3       connections, and sewer backup for more than eight (8) hours.

4       C. No action for possession on behalf of the landlord based on  
5       nonpayment of rent shall be maintained regarding the premises leased  
6       or rented for purposes other than for vacation or recreation, if the  
7       tenant is properly exercising a remedy under subsection B or C of  
8       this section.

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

15       1. Upon written notice, immediately terminate the rental  
16      agreement; or

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

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

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

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

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

19       SECTION 3. This act shall become effective November 1, 2025.  
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21       60-1-11667           JL           01/08/25  
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