

1 ENGROSSED HOUSE
2 BILL NO. 2015

By: Pae of the House

and

Gollihare of the Senate

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6 [landlord and tenant - landlord's breach of rental
7 agreement - tenant - action to enforce an
8 obligation of a landlord - guidelines - types of
9 relief - landlord's liability for damages -
10 withholding payment of rent - attorney fees and
11 other damages - effective date]
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14 BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

15 SECTION 1. AMENDATORY 41 O.S. 2021, Section 121, as
16 amended by Section 1, Chapter 230, O.S.L. 2022 (41 O.S. Supp. 2025,
17 Section 121), is amended to read as follows:

18 Section 121. A. Except as otherwise provided in this act, if
19 there is a material noncompliance by the landlord with the terms of
20 the rental agreement or a noncompliance with any of the provisions
21 of Section 118 of this title which noncompliance materially affects
22 health or safety, the tenant may deliver to the landlord a written
23 notice specifying the acts and omissions constituting the breach and
24 that the rental agreement will terminate upon a date not less than

1 thirty (30) days after receipt of the notice if action to correct
2 the breach ~~is not remedied~~ has not meaningfully begun within
3 fourteen (14) days, and thereafter the ~~rental agreement shall so~~
4 ~~terminate as provided in the notice unless the landlord adequately~~
5 ~~remedies the breach within the time specified~~ tenant may terminate
6 or bring an action in court to enforce an obligation of the
7 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. injunctive relief,
- 6 c. damage equivalent to two (2) months' rent, 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 If the cost of necessary repairs exceeds one month's rent, after
10 written notice stating the specific reason for the withholding, the
11 tenant may withhold payment of rent and immediately deposit it in a
12 separate bank or savings and loan account, written evidence of such
13 action to be provided to the landlord upon deposit, maintained only
14 for the purpose of making repairs until such time as the landlord
15 makes the repairs, at which time the tenant shall release the
16 deposit to the landlord or until sufficient money is accumulated in
17 the account for the tenant to cause the repairs to be made and paid
18 for.

19 C. Except as otherwise provided in this act, if, contrary to
20 the rental agreement or Section 118 of this title, the landlord
21 willfully or negligently fails to supply heat, running water, hot
22 water, electric, gas or other essential service, the tenant may give
23 written notice to the landlord specifying the breach and thereafter
24 may:

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

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

7 3. Recover damages based upon the ~~diminution of the fair rental~~
8 ~~value of the dwelling unit~~ landlord's noncompliance, at the
9 discretion of the court; or

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

14 D. Except as otherwise provided in this act, if there is a
15 noncompliance by the landlord with the terms of the rental agreement
16 or Section 118 of this title, which noncompliance renders the
17 dwelling unit uninhabitable or poses an imminent threat to the
18 health and safety of any occupant of the dwelling unit and which
19 noncompliance is not remedied as promptly as conditions require, the
20 tenant may immediately terminate the rental agreement upon written
21 notice to the landlord which notice specifies the noncompliance.

22 E. 1. The prevailing party in any action brought under this
23 section may recover reasonable attorney fees under the provisions of
24 Section 105 of this title.

1 2. If any action is brought under this section, or Section 131
2 or 132 of this section, and the action is found to have been brought
3 in bad faith, the prevailing party may recover damages equivalent to
4 two (2) months' rent.

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

11 SECTION 2. This act shall become effective November 1, 2026.

12 Passed the House of Representatives the 26th day of March, 2026.

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Presiding Officer of the House
of Representatives

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17 Passed the Senate the ____ day of _____, 2026.

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Presiding Officer of the Senate

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