

What are Your Rights and Duties as a Tenant?

RESIDENTIAL TENANTS

Rights and Responsibilities

RULE NUMBER ONE:

Put It In Writing!

RULE NUMBER TWO:

Act In Good Faith!

As a residential tenant in Oklahoma, you have rights and duties relating to your home or apartment which cannot be bargained away in your lease. The residential Landlord -Tenant Law provides the legal frame work for your lease and your relations with your landlord. Here are answers to some questions you may have.

Q: What if my dwelling is not open to me at the beginning of my lease?

A: By giving **written notice** to your landlord you may end your lease and have your prepaid rent or deposit returned.

Q: What happens to my security deposit?

A: Your landlord can require a security deposit; it must be kept in a federally insured account in Oklahoma, separate from the landlord's own funds. You, as tenant, must request the return of the money **in writing** within six months after your lease is ended. Tenant should provide landlord with a forwarding address or new address where deposit is to be mailed. The landlord must return it, with a written explanation of any deduction for damages or rent owing, within 30 days after your written request. If you do not request a refund **in writing**, the landlord may keep your money once the six months is up.

If your landlord sells the house or apartment, you must receive:

- (1) A refund of your deposit or
- (2) The name and address of the new owner who will make the refund at the end of the lease. This choice is your landlord's.

Q: What services am I entitled to?

A: (1) Except in the case of a single family residence, your landlord must keep all common areas used by more than one tenant safe and clean.

(2) Your landlord must keep your premises in a safe, liveable condition.

(3) Your landlord must keep all electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances in good and safe working order, unless otherwise agreed to by a "conspicuous" writing independent of your rental agreement.

(4) Your landlord must, if your dwelling is other than a one or two-family residence, provide trash receptacles and frequent removal, unless this is provided by a government entity.

(5) Your landlord must supply running water and reasonable amounts of hot water at all times, and reasonable

heat, unless you live in a single-family dwelling or have a separate metered utility connection for these services.

Q: What do I do if my landlord does not make necessary repairs or provide necessary services?

A: You must give your landlord **written notice** of any needed repairs to keep your living quarters safe and healthy (It is recommended that written notice be mailed by certified mail, return receipt requested, when possible).

Your choices (if the defect affects safety or health):

(1) You may tell your landlord in the notice that if repairs are not made in 14 days you will move out in 30 days after the notice and your lease will be over.

(2) If the repair costs less than \$100, you may tell the landlord that you will have the repair made yourself and subtract the cost or value from your rent if the landlord does not repair in 14 days.

(3) If an essential service fails due to the landlord's fault or willful act, you can, at your option, by giving **written notice**:

(a) End your lease and move immediately.

(b) Move somewhere else temporarily. You will not owe the landlord rent while you are living in substitute housing.

(c) Sue the landlord for damages based on the difference between what the apartment or house is worth without the essential service and what you are required to pay under the lease.

(d) Make your own arrangements for the service and deduct the cost from your rent.

(4) If the conditions are so bad that there is an imminent threat to health or safety which is not remedied as soon as conditions require, you may give **written notice** of the problem and end your lease immediately.

(5) If a fire or other emergency makes your living place unsafe, you may end your lease by moving out and giving **written notice** within one week.

None of these rights are yours if the damage is caused by you or your family or pet, or a person or animal on the premises with your consent.

Q: Who is liable for personal property (beds, electronics, furniture, clothing) that is damaged or destroyed by water from a leaky roof or broken pipe?

A: Generally, a landlord will not be liable for damage to personal property arising from a leaky roof or broken pipe. Most rental contracts provide that the tenant is responsible for these losses and the courts enforce the landlord's position. The best solution is for the renter to purchase a renter's insurance policy.

Q: Can my landlord make rules that are not in my lease? Can they be changed?

A: Your landlord can make rules and regulations as to use of the premises which apply fairly to all tenants. Any rule must relate to convenience, safety or welfare of tenants, and tenants must have notice of such rules.

If a new rule changes your lease in a material way, you will not be subject to the rule unless you consent to it in writing.

Q: To whom do I give notices?

A: Your landlord must give you information in writing as to the name and address of the owner, manager or

other person who is authorized to accept notices from tenants. This must be kept current. If this disclosure is not made, the person who signs your lease, as landlord, has all the duties of a landlord and must accept notices and make repairs.

Q: What if I move out and leave property in my living unit?

A: Your landlord may dispose of worthless property or may give you notice by mail to remove your property. He may store your property; you must pay storage costs if you want it returned. If you do not remove your property in 30 days, it will be deemed abandoned and the landlord may dispose of the property in any manner deemed reasonable and proper. You may be required to pay storage costs and other costs accrued under the rental agreement in order to obtain your property.

Q: What are my responsibilities as tenant?

A: You must keep your own living area clean and safe; dispose properly of all trash; keep plumbing fixtures clean; use facilities safely, and not deliberately or carelessly destroy anything which belongs to the landlord. You must comply with your lease and all proper rules and not allow anything to be done which would disturb other tenants.

Q: What can the landlord do if I do not meet my responsibilities?

A: (1) If your non-compliance can be remedied by repair, replacement or cleaning, the landlord may require you to repair within 10 days after **written notice** to you, or the landlord may repair and bill you for the cost or value. This will not terminate your lease.

(2) If you fail to comply with your lease in such a way as to affect health or safety, your landlord can give you **written notice** explaining the breach. If you do not remedy the breach in 10 days of the written notice, your lease will terminate as provided in the notice.

(3) If you do something which causes an emergency, and you do not remedy the situation, the landlord may terminate the rental agreement immediately.

Q: Can the landlord come in my home without permission?

A: The landlord can enter in a reasonable way at reasonable times to inspect, make repairs, supply necessary services, to show the building to purchasers, tenants, workmen, etc. Unless there is an emergency, the landlord should give you at least one day's notice of intent to enter.

Q: Can the landlord end my lease?

A: If you have a lease with a specific expiration date, your landlord cannot evict you before that date unless you fail to pay rent, or otherwise default in some obligation under your lease which you fail to cure after receiving proper notice from the landlord.

If you do not pay your rent within five days after written notice of your landlord's written demand for payment, your landlord may terminate your rental agreement.

If you have a month-to-month lease or tenancy-at-will, the landlord can give you 30 days written notice, or you can give the landlord 30 days written notice to end the lease at any time.

If you have a week-to-week lease, the same rule applies, but you need only give or receive one week's notice.

Q: What if I fail to move when my lease is up?

A: Your landlord may immediately sue for your eviction and damages. The landlord also may collect twice the amount of rent if your holdover is not in good faith. If the landlord consents, you may stay on as a month-to-

month tenant.

Q: What if my lease has provisions which are different from the law?

A: The law provides that any provision which conflicts with the Landlord-Tenant Act is unenforceable.

Q: Can the landlord deny or terminate a tenancy because of a blind person's guide dog?

A: Not unless guide dogs are specifically prohibited in the rental agreement and such rental agreement was entered into prior to November 1, 1985.

Q: Am I protected from flood damage?

A: If the landlord knows that the premises have been flooded in the last five years, you must be told about the flooding in your lease. You may sue for damages to your property if you are not advised of past flooding.

The law of Landlord-Tenant is quite complicated. This pamphlet explains some of the basic ideas in simple language; you should not rely on this information to solve detailed problems. Only a lawyer can give you specific information.

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