OKLAHOMA

Non-Residential/Residential Landlord and Tenant Act

(As amended November 1, 2019)

PREFACE

This pamphlet has been compiled and published for members of the general public and licensees for information purposes only. It is intended as a general guide and is not for the purpose of answering specific legal questions. Enforcement of this law is a matter for a court of proper jurisdiction. Questions of interpretation should be referred to your attorney.

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LANDLORD AND TENANT
REGARDING NONRESIDENTIAL RENTAL
PROPERTY
41 O.S. 2001, §§51-52, 61

§51. Abandonment or surrender of nonresidential rental property—Definitions

As used in this act:

1. "Landlord" means the owner, lessor or sublessor of a nonresidential rental property, but does not mean an "owner" as defined by Section 192 of Title 42 of the Oklahoma Statutes;

2. "Nonresidential rental property" means any land or building which is rented or leased to a tenant for other than residential purposes and the rental agreement of which is not regulated under the provisions of the Oklahoma Residential Landlord Tenant Act, Section 101 et seq. of Title 41 of the Oklahoma Statutes or the Self-Service Storage Facility Lien Act, Section 191 et seq. of Title 42 of the Oklahoma Statutes; and

3. "Tenant" means any person entitled under a rental agreement to occupy the nonresidential rental property.

§52. Abandonment or surrender of nonresidential rental property—Disposition of personal property of tenant—Notice—Storage costs—Liability of landlord—Application of proceeds of sale

A. If a tenant abandons, surrenders possession of, or is evicted from nonresidential rental property and leaves goods, furnishings, fixtures, or any other personal property on the premises of the nonresidential rental property, the landlord may take possession of the personal property ten (10) days after the tenant receives personal service of notice or fifteen (15) days after notice is mailed, whichever is latest, and if the personal property has no ascertainable or apparent value, the landlord may dispose of the personal property in a reasonable commercial manner. In any such case, the landlord has the option of complying with the provisions of subsection B of this section.

B. If the tenant abandons, surrenders possession of, or is evicted from the nonresidential rental property and leaves goods, furnishings, fixtures, or any other personal property of an ascertainable or apparent value on the premises of the nonresidential rental property, the landlord may take possession of the personal property and give notice to the tenant, demanding that the personal property be removed within the dates set out in the notice but not less than fifteen (15) days after delivery or mailing of such notice, and that if the personal property is not removed within the time specified in the notice, the landlord may sell the personal property at a public sale. The landlord may dispose of perishable commodities in any manner the landlord considers fit. Payment by the tenant of all outstanding rent, damages, storage fees, court costs and attorneys' fees shall be a prerequisite to the return of the personal property. For purposes of this section, notice sent by registered or certified mail to the tenant's last known address with forwarding requested shall be deemed sufficient notice.

C. After notice is given as provided in subsection B of this section, the landlord shall store all personal property of the tenant in a place of safe-keeping and shall exercise reasonable care of the personal property. The landlord shall not be responsible to the tenant for any loss not caused by the landlord's deliberate or negligent act. The landlord may elect to store the personal property on the premises of the nonresidential rental property that was abandoned or surrendered by the tenant or from which the tenant was evicted, in which event the storage cost may not exceed the fair rental value of the premises. If the tenant's personal property is removed to a commercial storage company, the storage cost shall include the actual charge for the storage and removal from the premises to the place of storage.

D. If the tenant makes timely response in writing of an intention to remove the personal property from the premises and does not do so within the later of the time specified in the notice provided for in subsection B of this section or within fifteen (15) days of the delivery or mailing of the tenant's written response, it shall be conclusively presumed that the tenant abandoned the personal property. If the tenant removes the personal property within the time limitations provided in this subsection, the landlord is entitled to the cost of storage for the period during which the personal property remained in the landlord's safekeeping plus all other costs that accrued under the rental agreement.

E. If the tenant fails to take possession of the personal property as prescribed in subsection D of this section and make payment of all amounts due and owing, the personal property shall be deemed abandoned and the landlord may thereupon sell the personal property in any reasonable manner without liability to the tenant.

F. Notice of sale shall be mailed to the owner and any other party claiming any interest in said personal property, if known, at their last-known post office address, by certified or registered mail at least ten (10) days before the time specified therein for such sale. For purposes of this section, parties who claim an interest in the personal property include holders of security interests or other liens or encumbrances as shown by the records in the office of the county clerk of the county where the lien would be foreclosed.

G. The landlord or any other person may in good faith become a purchaser of the personal property sold. The landlord may dispose of any personal property upon which no bid is made at the public sale.

H. The landlord may not be held to respond in damages in an action by a tenant claiming loss by reason of the landlord's election to destroy, sell or otherwise dispose of the personal property in compliance with the provisions of this section. If however, the landlord deliberately or negligently violated the provisions of this section, the landlord shall be liable for actual damages.

I. Any proceeds from the sale or other disposition of the personal property, as provided in sub-section B of this section, shall be applied by the landlord in the following order:

1. To the reasonable expenses of taking, holding, preparing for sale or disposition, giving notice and selling or disposing thereof;
2. To the satisfaction of any properly recorded security interest;
3. To the satisfaction of any amount due from the tenant to the landlord for rent or otherwise; and
4. The balance, if any, shall be paid into court within thirty (30) days of the sale and held for six (6) months and, if not claimed by the owner of the personal property within that period, shall escheat to the county.

§61. Computation of time

The time within which an act is to be done, as provided for in Title 41 of the Oklahoma Statutes, shall be computed by excluding the first day and including the last day. If the last day is a legal holiday as defined by Section 82.1 of Title 25 of the Oklahoma Statues, it shall be excluded. The provisions of this section are hereby declared to be a clarification of the law as it existed prior to the effective date of this act and shall not be considered or construed to be a change of the law as it existed prior to the effective date of this act. Any action or proceeding arising under Title 41 of the Oklahoma Statutes prior to the effective date of this act for which a determination of the period of time prescribed by this section is in question or has been in question due to the enactment of Section 20, Chapter 293, O.S.L. 1999, shall be governed by the method for computation of time as prescribed by this section.

RESIDENTIAL LANDLORD AND TENANT ACT

41 O.S. 2001, §§101-136, as amended
through November 1, 2006

§101. Short Title

This act shall be known and may be cited as the "Oklahoma Residential Landlord and Tenant Act."

§ 102. Definitions

1. "Building and housing codes" means any law, ordinance or governmental regulation concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit;

2. "Deposit" means any money or other property required by a landlord from a tenant as a security and which is to be returned to the tenant upon termination of the rental agreement, less any deductions properly made and allowed by this act;

3. "Dwelling unit" means a structure, or that part of a structure, which is used as a home, residence or sleeping place by one or more persons, and includes any site, space or lot leased to the owner or resident of a manufactured or mobile home;

4. "Good faith" means honesty in fact in the conduct of the transaction concerned;

5. "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which it is a part, manufactured or mobile home site, space or lot, and it also means a manager of the premises who fails to comply with the disclosure provisions of Section 116 of this title;

6. "Occupant" means any person who abides within a dwelling unit, or any person who owns or occupies a manufactured or mobile home, but who is not a tenant or an unemancipated minor child of a tenant, and who is not legally obligated by the terms of a rental agreement;

7. "Organization" means a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest and any other legal or commercial entity;

8. "Owner" means one or more persons, jointly or severally, in whom is vested:
   a. all or any part of the legal title to the property, or
   b. all or part of the beneficial ownership and a right to present use and enjoyment of the property, and such term includes a mortgagee in possession;

9. "Person" means an individual or organization;

10. "Premises" means a dwelling unit and the structure of which it is a part, the facilities, and appurtenances therein, the site, space or lot leased to the owner or resident of a mobile or manufactured home, and the grounds, areas and facilities held out for the use of the tenant generally or the use of which is promised to the tenant;

11. "Rent" means all payments, except deposits and damages, to be made to the landlord under the rental agreement;

12. "Rental agreement" means all agreements and valid rules and regulations adopted under Section 126 of this title, which establish, embody or modify the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

13. "Roomer" or "boarder" means a tenant occupying a dwelling unit:
   a. which lacks at least one major bathroom or kitchen facility, such as a toilet, refrigerator or stove,
   b. in a building
      (1) where one or more of such major facilities are supplied to be used in common by the occupants of the roomer or boarder's dwelling unit and one or more other dwelling units, and
      (2) in which the landlord resides;

14. "Single-family residence" means a structure used and maintained as a single dwelling unit. A dwelling unit, including those with common walls, shall be deemed a single-family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit; and

15. "Tenant" means any person entitled under a rental agreement to occupy a dwelling unit.

§ 103. Application of Act

A. Except as otherwise provided in this act, this act applies to, regulates and determines rights, obligations and remedies under a rental agreement, wherever made, for a dwelling unit located within this state.

B. Any agreement, whether written or oral, shall be unenforceable insofar as said agreement, or any provision thereof, conflicts with any provision of this act.

§ 104. Arrangements not covered by act

Unless created to avoid the application of this act, the following arrangements are not governed by this act:

1. Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious or similar service;

2. Occupancy under a contract of sale or contract for deed of a dwelling unit or of the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his interest;

3. Occupancy by a member of a fraternal or social organization in a structure operated for the benefit of the organization;

4. Transient occupancy in a hotel, motel or other similar lodging;

5. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative; and

6. Occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.

§105. Mitigation of damages—Rights, obligations and remedies—Enforcement

A. An aggrieved party under the provisions of this act has a duty to mitigate damages.

B. Any right, obligation or remedy declared by this act is enforceable in any court of appropriate jurisdiction including small claims court and may be prosecuted as part of an action for forcible entry or detainer unless the provision declaring it specifies a different and limited effect. In any action for breach of a rental agreement or to enforce any right or obligation provided for in this act, the prevailing party shall be entitled to reasonable attorneys' fees.

§ 106. Settlement of claim

A claim or right arising under this act or a rental agreement, if disrupted in good faith, may be settled by agreement and requires no further consideration.

§ 107. Good faith performance or enforcement

Every duty under this act and every act which must be performed as a condition precedent to the exercise of a right or remedy under this act imposes an obligation of good faith in its performance or enforcement.

§ 108. Beneficial owner to maintain premises

Any agreement, assignment, conveyance, trust deed or security instrument which authorizes a person other than the beneficial owner to act as landlord of a dwelling unit shall not relieve the beneficial owner of the duty to conform with this act and any other law, code, ordinance or regulation concerning the maintenance and operation of the premises.

§ 109. Rent

A. In the absence of agreement, the occupants of a dwelling unit shall pay to the landlord as rent the fair rental value for the use and occupancy of the dwelling unit.

B. Rent shall be payable at the time and place agreed to by the parties. Unless otherwise agreed, the entire rent shall be payable at the dwelling unit at the beginning of any term of one (1) month or less, while one (1) month's rent shall be payable at the beginning of each month of a longer term.

§ 110. Term of tenancy

Unless the rental agreement fixes a definite term in writing, the tenancy is week-to-week in the case of a roomer or boarder who pays weekly rent, and in all other cases month-to-month.

§ 111. Termination of tenancy

A. Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, when the tenancy is month-to-month or tenancy at will, the landlord or tenant may terminate the tenancy provided the landlord or tenant gives a written notice to the other at least thirty (30) days before the date upon which the 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.

B. Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, when the tenancy is less than month-to-month, the landlord or tenant may terminate the tenancy provided the landlord or tenant gives to the other a written notice served as provided in subsection E of this section at least seven (7) days before the date upon which the termination is to become effective.

C. Unless earlier terminated under the provisions of the Oklahoma Residential Landlord and Tenant Act or unless otherwise agreed upon, a tenancy for a definite term expires on the ending date thereof without notice.

D. If the tenant remains in possession without the landlord's consent after the expiration of the term of the rental agreement or its termination under the Oklahoma Residential Landlord and Tenant Act, the landlord may immediately bring an action for possession and damages. If the tenant's holdover is willful and not in good faith the landlord may also recover an amount not more than twice the average monthly rental, computed and prorated on a daily basis, for each month or portion thereof that said tenant remains in possession. If the landlord consents to the tenant's continued occupancy, a month-to-month tenancy is thus created, unless the parties otherwise agree.

E. The written notice, required by the Oklahoma Residential Landlord and Tenant Act, to terminate any tenancy shall be served on the tenant or landlord personally unless otherwise specified by law. If the tenant cannot be located, service shall be made by delivering the notice to any family member of such tenant over the age of twelve (12) years residing with tenant. If service cannot be made on the tenant personally or on such family member, notice shall be posted at a conspicuous place on the dwelling unit of the tenant. If the notice is posted, a copy of such notice shall be mailed to the tenant by certified mail. If service cannot be made on the landlord personally, the notice shall be mailed to the landlord by certified mail. For the purpose of this subsection, the word "landlord" shall mean any person authorized to receive service of process and notice pursuant to Section 116 of this title.

F. The provisions of this section shall not apply to an occupant who has no rental agreement with the landlord and with whom the landlord has not consented to creating a tenancy. A landlord shall have the right to demand that the occupant vacate the dwelling unit or the premises or both and shall not be required to commence eviction proceedings. If the occupant wrongfully fails to comply within a reasonable time, the occupant, upon conviction, shall, be guilty of a trespass punishable by a fine not to exceed Five Hundred Dollars ($500.00).

§ 112. Duties of parties upon termination of tenancy

Except as otherwise provided in this act, whenever either party to a rental agreement rightfully elects to terminate, the duties of each party under the rental agreement shall cease and be determined upon the effective date of said termination, and the parties shall thereupon discharge any remaining obligations under this act as soon as practicable.

§ 113. Rental Agreements

A. A rental agreement may not provide that either party thereto:

1. Agrees to waive or forego rights or remedies under this act;
2. Authorizes any person to confess judgment on a claim arising out of the rental agreement;
3. Agrees to pay the other party's attorney's fees;
4. Agrees to the exculpation, limitation or indemnification of any liability arising under law for damages or injuries to persons or property caused by or resulting from the acts or omissions of either party, their agents, servants or employees in the operation or maintenance of the dwelling unit or the premises of which it is a part; or
5. Agrees to the establishment of a lien except as allowed by this act in and to the property of the other party.

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

§113a. Disclosure of flood or flooding problems in rental agreement

A. If the premises to be rented has been flooded within the past five (5) years and such fact is known to the landlord, the landlord shall include such information prominently and in writing as part of any written rental agreements. Failure to provide such information shall entitle any tenant who is a party to the rental agreement to sue the landlord of the premises in a court of appropriate jurisdiction and to recover the personal property damages sustained by the tenant from flooding of the premises.

B. For the purpose of this section, "flooded and flooding" shall mean general and temporary conditions of partial or complete inundation of normally dry land areas and structures upon said areas from the overflow of lakes, ponds, streams, rivers, creeks and any other inland waters.

§113.1. Denial or termination of tenancy because of guide, signal or service dog

A landlord shall not deny or terminate a tenancy to a blind, deaf, or physically handicapped person because of the guide, signal, or service dog of such person unless such dogs are specifically prohibited in the rental agreement entered into prior to Nov. 1,1985.

§113.2. Accommodation for Assistance Animal – Fair Housing Act

A. As used in this section, "assistance animal" means an animal that works, provides assistance, performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. "Assistance animal" includes a service animal specifically trained or equipped to perform tasks for a person with a disability, or an emotional support animal that provides support to a person with a disability who has a disability-related need for support.

B. A person with a disability may submit a request for a reasonable accommodation to maintain an assistance animal in a dwelling pursuant to the Fair Housing Act, as amended, 42 U.S.C. § 3601 et seq., the Americans with Disabilities Act of 1990, 42 U.S.C., § 12101 et seq., and § 504 of the Rehabilitation Act of 1973, as amended, 19 U.S.C., § 701 or any other federal, state, or local law. Unless the person making the request has a disability or disability-related need for an assistance animal that is readily apparent, the landlord may request reliable supporting documentation that:

   (1) is necessary to verify the person meets the definition of disability pursuant to the Fair Housing Act
   (2) describes the needed accommodation
   (3) shows the relationship between the person's disability and the need for the requested accommodation

   The landlord may independently verify the authenticity of any supporting documentation. Supporting documentation acquired through purchase or exchange of funds for goods and services shall be fraudulent supporting documentation.

C. A landlord shall not be liable for injuries by a person's assistance animal permitted on the landlord's property as a reasonable accommodation to assist the person with a disability pursuant to the requirements of Subsection B of this section.

D. If a person obtains a reasonable housing accommodation under this section by knowingly making a false claim of having a disability requiring the use of an assistance animal or by knowingly providing fraudulent supporting documentation in connection with the claim, the landlord may remedy the person's noncompliance by the procedures authorized pursuant to the Oklahoma Residential Landlord and Tenant Act in §132 of Title 41 of the Oklahoma Statutes. Additionally, a prevailing landlord in an eviction action under this section may receive an award of court costs and fees, plus damages not to exceed One Thousand Dollars ($1,000.00) from the tenant.

§ 114. Alienees—Rights, obligations and remedies

Alienees of landlords and tenants shall have the same legal rights, obligations and remedies as their principals.

§115. Damage or security deposits

A. Any damage or security deposit required by a landlord of a tenant must be kept in an escrow account for the tenant, which account shall be maintained in the State of Oklahoma with a federally insured financial institution. Misappropriation of the security deposit shall be unlawful and

punishable by a term in a county jail not to exceed six (6) months and by a fine in an amount not to exceed twice the amount misappropriated from the escrow account.

B. Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with this act and the rental agreement, all as itemized by the landlord in a written statement delivered by mail to be by return receipt requested and to be signed for by any person of statutory service age at such address or in person to the tenant if he can reasonably be found. If the landlord proposes to retain any portion of the security deposit for rent, damages or other legally allowable charges under the provisions of this act or the rental agreement, the landlord shall return the balance of the security deposit without interest to the tenant within forty-five (45) days after the termination of tenancy, delivery of possession and written demand by the tenant. If the tenant does not make such written demand of such deposit within six (6) months after termination of the tenancy, the deposit reverts to the landlord in consideration of the costs and burden of maintaining the escrow account, and the interest of the tenant in that deposit terminates at that time.

C. Upon cessation of a landlord's interest in the dwelling unit including, but not limited to, termination of interest by sale, assignment, death, bankruptcy, appointment of receiver or otherwise, the person in possession of the tenant's damage or security deposits at his option or pursuant to court order shall, within a reasonable time:

1. Transfer said deposits to the landlord's successor in interest and notify the tenants in writing of such transfer and of the transferee's name and address; or

2. Return the deposits to the tenants.

D. Upon receipt of the transferred deposits under paragraph 1 of subsection C of this section, the transferee, in relation to such deposits, shall have all the rights and obligations of a landlord holding such deposits under this act.

E. If a landlord or manager fails to comply with this section or fails to return any prepaid rent required to be paid to a tenant under this act, the tenant may recover the damage and security deposit and prepaid rent, if any.

F. Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent.

G. This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this act.

§ 116. Person to accept service or notice— Identity of owner and manager—Failure to comply with section

A. As a part of any rental agreement the lessor shall prominently and in writing identify what person at what address is entitled to accept service or notice under this act. The landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of:

1. The person or persons authorized to manage the premises;

2. The owner or owners of the premises; or

3. The name and address of a person authorized to act for and on behalf of the owner for the purpose of receipt of service of process and receiving and receipting for notices.

The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor owner, landlord or manager.

B. A person who fails to comply with this section becomes a landlord for the purposes of this act and an agent of each person who is otherwise a landlord for:

1. Receipt of service of process and receiving and receipting for notices and demands; and

2. Performing the obligations of a landlord under this act and under the rental agreement and expending and making available for the purpose all rents collected from the premises.

§ 117. Commencement of tenancy—Delivery of possession—Wrongful possession

A. At the commencement of the term a landlord shall deliver full possession of the premises to the tenant in compliance with the rental agreement and Section 118 of this title. Except as otherwise provided in this act, the landlord may bring an action for possession against any other person wrongfully in possession and may recover his damages.

B. A rental agreement may provide reasonable limitations upon use of a dwelling unit or premises by a tenant or occupant. A landlord shall have the right to demand that an occupant vacate the dwelling unit or the premises or both if such occupant breaches any condition of the rental agreement which would be enforceable against the tenant. If a landlord makes a written request to the tenant or to the occupant for the occupant to depart from the dwelling unit or the premises or both, the occupant shall comply. If the occupant wrongfully fails to comply within a reasonable time, the occupant shall, upon conviction, be deemed guilty of a trespass and may be punished by a fine of not to exceed Five Hundred Dollars ($500.00) or by confinement in the county jail for a period not to exceed thirty (30) days or by both such fine and imprisonment.

C. An occupancy limitation of two (2) persons per bedroom residing in a dwelling unit shall be presumed reasonable for this state. The two-person limitation shall not apply to a child or children born to the tenants during the course of the lease.

§ 118. Duties of landlord and tenant

A. A landlord shall at all times during the tenancy:

1. Except in the case of a single-family residence, keep all common areas of his building, grounds, facilities and appurtenances in a clean, safe and sanitary condition;

2. Make all repairs and do whatever is necessary to put and keep the tenant's dwelling unit and premises in a fit and habitable condition;

3. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him;

4. Except in the case of one-or two-family residences or where provided by a governmental entity, provide and maintain appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for the frequent removal of such wastes; and

5. Except in the case of a single-family residence or where the service is supplied by direct and independently-metered utility connections to the dwelling unit, supply running water and reasonable amounts of hot water at all times and reasonable heat.

B. The landlord and tenant of a dwelling unit may agree by a conspicuous writing independent of the rental agreement that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling.

C. Prior to the commencement of a rental agreement, if a landlord knows or has reason to know that the dwelling unit or any part of the premises was used in the manufacture of methamphetamine, the landlord shall disclose this information to a prospective tenant. Provided however, if the landlord has had the level of contamination assessed within the dwelling unit or pertinent part of the premises, and it has been determined that the level of contamination does not exceed one-tenth of one microgram (0.1 mcg) per one hundred square centimemeters (100 cm2) of surface materials within the dwelling unit or pertinent part of the premises, no disclosure shall be required.

§ 119. Conveyance of property—Attornment of tenant

A. A conveyance of real estate or of any interest therein, by a landlord shall be valid without the attornment of the tenant, but the payment of rent by the tenant to the grantor at any time before written notice of the conveyance is given to the tenant shall be good against the grantee.

B. The attornment of a tenant to a stranger shall be void, and shall not affect the possession of the landlord unless it is made with the consent of the landlord, or pursuant to a judgment at law, or the order or decree of a court.

C. Unless otherwise agreed and except as otherwise provided in this act, upon termination of the owner's interest in the dwelling unit including, but not limited to, termination of interest by sale, assignment, death, bankruptcy, appointment of a receiver or otherwise, the owner is relieved of all liability under the rental agreement and of all obligations under this act as to events occurring subsequent to written notice to the resident of the termination of the owner's interest. The successor in interest to the owner shall be liable for all obligations under the rental agreement or under this act. Upon receipt by a resident of written notice of the termination of the owner's interest in the dwelling unit, a resident shall pay all future rental payments, when due, to the successor in interest to the owner.

C. Unless otherwise agreed and except as otherwise provided in this act, a manager of premises that

includes a dwelling unit is relieved of liability under a rental agreement and this act as to events occurring after written notice to the tenant of the termination of his management.

§ 120. Failure of landlord to deliver possession of dwelling unit to tenant

A. If the landlord fails to deliver possession of the dwelling unit to the tenant, rent abates until possession is delivered and the tenant may terminate the rental agreement by giving a written notice of such termination to the landlord, whereupon the landlord shall return all prepaid rent and deposit, or the tenant may, at his option, demand performance of the rental agreement by the landlord and maintain an action for possession of the dwelling unit against any person wrongfully in possession and recover the actual damages sustained by him.

B. If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that person an amount not more than twice the monthly rental as specified in the rental agreement, computed and prorated on a daily basis, for each month, or portion thereof, that said person wrongfully remains in possession.

§121. Landlord's breach of rental agreement—Deductions from rent for repairs—Failure to supply heat, water or other essential services—Habitability of dwelling unit

A. Except as otherwise provided in this act, if there is a material noncompliance by the landlord with the terms of the rental agreement or a noncompliance with any of the provisions of Section 118 of this act which noncompliance materially affects health or safety, the tenant may deliver to the landlord a written notice specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within fourteen (14) days, and thereafter the rental agreement shall so terminate as provided in the notice unless the landlord adequately remedies the breach within the time specified.

B. Except as otherwise provided in this act, if there is a material noncompliance by the landlord with any of the terms of the rental agreement or any of the provisions of Section 118 of this act which noncompliance materially affects health and the breach is remediable by repairs, the reasonable cost of which is less than One Hundred Dollars ($100.00), the tenant may notify the landlord in writing of his intention to correct the condition at the landlord's expense after the expiration of fourteen (14) days. If the landlord fails to comply within said fourteen (14) days, or as promptly as conditions require in the case of an emergency, the tenant may thereafter cause the work to be done in a workmanlike manner and, after submitting to the landlord an itemized statement, deduct from his rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection, in which event the rental agreement shall not terminate by reason of that breach.

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

1. Upon written notice, immediately terminate the rental agreement; or
2. Procure reasonable amounts of heat, hot water, running water, electric, gas or other essential service during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent; or
3. Recover damages based upon the diminution of the fair rental value of the dwelling unit; or
4. Upon written notice, procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

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

E. All rights of the tenant under this section do not arise until he has given written notice to the landlord or if the condition complained of was caused by the deliberate or negligent act or

omission of the tenant, a member of his family, his animal or pet or other person or animal on the premises with his consent.

§ 122. Damage to or destruction of dwelling unit—Rights and duties of tenant

A. If the dwelling unit or premises are damaged or destroyed by fire or other casualty to an extent that enjoyment of the dwelling unit is substantially impaired, unless the impairment is caused by the deliberate or negligent act or omission of the tenant, a member of his family, his animal or pet or other person or animal on the premises with his consent, the tenant may:

1. Immediately vacate the premises and notify the landlord in writing within one (1) week thereafter of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

2. If continued occupancy is possible, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

B. If the rental agreement is terminated under this section the landlord shall return all deposits recoverable under Section 115 of this act and all prepaid and unearned rent. Accounting for rent in the event of termination or apportionment shall be made as of the date of the fire or other casualty.

§ 123. Wrongful removal or exclusion from dwelling unit

If a landlord wrongfully removes or excludes a tenant from possession of a dwelling unit, the tenant may recover possession by a proceeding brought in a court of competent jurisdiction, or terminate the rental agreement after giving notice of such intention to the landlord, and in either case recover an amount not more than twice the average monthly rental, or twice his actual damages, whichever is greater. If the rental agreement is terminated, the landlord shall return all deposits recoverable under Section 115 of this act and all prepaid and unearned rent.

§ 124. Unlawful entry or lawful entry in unreasonable manner—Harassment of tenant—Damages

A. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or harasses the tenant by making repeated unreasonable demands for entry, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or, upon written notice, terminate the rental agreement. In either case the tenant may recover actual damages.

B. Neither injunctive relief nor damages shall be available to a tenant if the basis for the landlord's action is the landlord's execution of a writ in the manner prescribed by Section 1148. 10A of Title 12 of the Oklahoma Statutes.

§125. Defective condition of premises— Report to landlord

Any defective condition of the premises which comes to the tenant's attention, and which the tenant has reason to believe is unknown to the landlord, shall be reported by the tenant to the landlord as soon as practicable.

§ 126. Tenant's use and occupancy of premises—Rules and regulations

A. A landlord, from time to time, may adopt a rule or regulation, however described, concerning the tenant's use and occupancy of the premises. Such a rule or regulation is enforceable against the tenant only if:

1. Its purpose is to promote the convenience, peace, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally; and

2. It is reasonably related to the purpose for which it is adopted; and

3. It applies to all tenants in the premises in a fair manner; and

4. It is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant what such tenant must or must not do to comply; and

5. It is not for the purpose of evading the obligations of the landlord; and

6. The tenant has notice of it at the time such tenant enters into the rental agreement, or when it is adopted.

B. If a rule or regulation is adopted after the tenant enters into the rental agreement and that rule or regulation works a substantial modification of such tenant's bargain, the rule or regulation so adopted is not valid and enforceable against the tenant unless he consents to it in writing.

§ 127. Duties of tenant

The tenant shall at all times during the tenancy:

1. Keep that part of the premises which such tenant occupies and uses as safe, clean and sanitary as the condition of the premises permits;

2. Dispose from such tenant's dwelling unit all ashes, garbage, rubbish and other waste in a safe, clean and sanitary manner;

3. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean and sanitary as their condition permits;

4. Use in a safe and nondestructive manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises;

5. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person, animal or pet to do so;

6. Not engage in conduct or allow any person or animal or pet, on the premises with the express or implied permission or consent of the tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other tenants;

7. Comply with all covenants, rules, regulations and the like which are in accordance with Section 126 of this title; and

8. Not engage in criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other tenants or is a danger to the premises, and not engage in any drug-related criminal activity on or near the premises either personally or by any member of the tenant's household or any guest or other person under the tenant's control.

§ 128. Consent of tenant for landlord to enter dwelling unit—Emergency entry—Abuse of right of entry—Notice—Abandoned premises—Refusal of consent

A. A tenant shall not unreasonably withhold consent to the landlord, his agents and employees, to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagee, tenants, workmen or contractors.

B. A landlord, his agents and employees may enter the dwelling unit without consent of the tenant in case of emergency.

C. A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least one (1) day's notice of his intent to enter and may enter only at reasonable times.

D. Unless the tenant has abandoned or surrendered the premises, a landlord has no other right of access during a tenancy except as is provided in this act or pursuant to a court order.

E. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access or he may terminate the rental agreement.

§ 129. Tenant's breach of rental agreement—Wrongful abandonment

A. Unless otherwise agreed, use by the tenant of the dwelling unit for any purpose other than as his place of abode shall constitute a breach of the rental agreement and shall be grounds of terminating the rental agreement.

B. If the tenant wrongfully quits and abandons the dwelling unit during the term of the tenancy, the landlord shall make reasonable efforts to make the dwelling unit available for rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, said rental agreement terminates as of the commencement date of the new tenancy. If the landlord fails to use reasonable efforts to make the dwelling unit available for rental or if the landlord accepts the abandonment as surrender, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment. If, after making reasonable efforts to make the dwelling unit available for rental after the abandonment, the landlord fails to re-rent the premises for a fair rental during the term, the tenant shall be liable for the entire rent or the difference in rental, whichever may be appropriate, for the remainder of the term. If the tenancy is from month-to-month or week-to-week, the term of the rental agreement for this purpose is deemed to be a month or a week, as the case may be.

§ 130. Abandoning, surrendering or eviction from possession of dwelling unit—Disposition of personal property

A. If the tenant abandons or surrenders possession of the dwelling unit or has been lawfully removed from the premises through eviction proceedings and leaves household goods, furnishings,

fixtures, or any other personal property in the dwelling unit, the landlord may take possession of the property, and if, in the judgment of the landlord, the property has no ascertainable or apparent value, the landlord may dispose of the property without any duty of accounting or any liability to any party. The landlord may dispose of perishable property in any manner the landlord considers fit.

B. If the tenant abandons or surrenders possession of the dwelling unit or has been lawfully removed from the premises through eviction proceedings and leaves household goods, furnishings, fixtures, or any other personal property in or around the dwelling unit, the landlord may take possession of the property, and if, in the judgment of the landlord the property has an ascertainable or apparent value, the landlord shall provide written notice to the tenant by certified mail to the last-known address that if the property is not removed within the time specified in the notice, the property will be deemed abandoned. Any property left with the landlord for a period of thirty (30) days or longer shall be conclusively determined to be abandoned and as such the landlord may dispose of said property in any manner which he or she deems reasonable and proper without liability to the tenant or any other interested party.

C. The landlord shall store all personal property of the tenant in a place of safekeeping and shall exercise reasonable care of the property. The landlord shall not be responsible to the tenant for any loss not caused by the landlord's deliberate or negligent act. The landlord may elect to store the property in the dwelling unit that was abandoned or surrendered by the tenant, in which event the storage cost may not exceed the fair rental value of the premises. If the tenant's property is removed to a commercial storage company, the storage cost shall include the actual charge for the storage and removal from the premises to the place of storage.

D. If the tenant removes the personal property within the time limitation provided in this section, the landlord is entitled to the cost of storage for the period during which the property remained in the landlord's safekeeping plus all other costs that accrued under the rental agreement.

E. The landlord may not be held to respond in damages in an action by a tenant claiming loss by reason of the landlord's election to destroy, sell or otherwise dispose of the property in compliance with the provisions of this section. If, however, the landlord deliberately or negligently violated the provisions of this section, the landlord shall be liable for actual damages.

§130.1. Death of a tenant – Disposition of personal property.

A. Upon written request of a landlord, the landlord's tenant shall:

1. Provide the landlord with the name, address, and telephone number of a person to contact in the event of the tenant's death; and
2. Sign a statement authorizing the landlord in the event of the tenant's death to:
   a. grant to the person designated under paragraph 1 of this subsection access to the premises at a reasonable time and in the presence of the landlord or the landlord's agent,
   b. allow the person designated under paragraph 1 of this subsection to remove any of the tenant's property found at the leased premises, and
   c. refund the tenant's security deposit, less lawful deductions, to the person designated under paragraph 1 of this subsection.

B. A tenant may, without request from the landlord, provide the landlord with the information specified in subsection A of this section.

C. Except as provided in subsection D of this section, in the event of the death of a tenant who is the sole occupant of a rental dwelling:

1. The landlord may remove and store all property found in the tenant's leased premises;
2. The landlord shall turn over possession of the property to the person who was designated by the tenant under subsection A or B of this section or to any other person lawfully entitled to the property if the request is made prior to the property being discarded pursuant to paragraph 5 of this subsection;
3. The landlord shall refund the tenant's security deposit, less lawful deductions, including the cost of removing and storing the property, to the person designated under subsection A or B of this section or to any other person lawfully entitled to the refund;
4. Any person who removes property from the tenant's leased premises shall sign an inventory of the property being removed at the time of removal and submit the signed inventory to the landlord; and
5. The landlord may discard the property removed by the landlord from the tenant's leased premises if:
   a. the landlord has mailed a written request by certified mail, return receipt requested, to

the person designated under subsection A or B of this section, requesting that the property be removed,

b. the person failed to remove the property by the thirtieth day after the postmark date of the notice, and

c. the landlord, prior to the date of discarding the property, has not been contacted by anyone claiming the property.

D. In a written lease or other agreement, a landlord and a tenant may agree to a procedure different from the procedure in this section for removing, storing, or disposing of property in the leased premises of a deceased tenant.

E. If a tenant, after being furnished with a notice of request, knowingly violates subsection A of this section by failing to provide the required information and statement, the landlord shall have no responsibility after the tenant's death for removal, storage, disappearance, damage, or disposition of property in the tenant's leased premises.

F. If a landlord, after being furnished with a copy of this section, knowingly violates subsection C of this section, the landlord shall be liable to the estate of the deceased tenant for actual damages.

§131. Delinquent rent

A. If rent is unpaid when due, the landlord may bring an action for recovery of the rent at any time thereafter or the landlord may wait until the expiration of the period allowed for curing a default by the tenant, as prescribed in subsection B of this section, before bringing such action.

B. A landlord may terminate a rental agreement for failure to pay rent when due, if the tenant fails to pay rent within five (5) days after written notice of landlord's demand for payment. The notice may be given before or after the landlord files any action authorized by subsection A of this section.

Demand for past due rent is deemed a demand for possession of the premises and no further notice to quit possession need be given by the landlord to the tenant for any purpose.

§ 132. Tenant's failure to comply with rental agreement or perform duties—Rights and duties of landlord

A. Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, if there is a noncompliance by the tenant with the rental agreement or with Section 127 of this title which noncompliance can be remedied by repair, replacement of a damaged item, or cleaning and the tenant fails to comply as promptly as conditions require in the case of an emergency or within ten (10) days after written notice served as provided in subsection E of Section 111 of this title by the landlord specifying the breach and requiring that the tenant remedy it within that period of time, the landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and thereafter submit the itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as rent on the next date rent is due, or if the rental agreement has terminated, for immediate payment. If the landlord remedies the breach as provided in this subsection, the landlord may not terminate the rental agreement by reason of the tenant's failure to remedy the breach.

B. Except as otherwise provided in the Oklahoma Residential Landlord and Tenant Act, if there is a material noncompliance by the tenant with the rental agreement or with any provision of Section 127 of this title, the landlord may deliver to the tenant a written notice served as provided in subsection E of Section 111 of this title specifying the acts and omissions constituting the noncompliance and that the rental agreement will terminate upon a date not less than fifteen (15) days after receipt of the notice unless remedied within ten (10) days. If the breach is not remedied within ten (10) days from receipt of the notice, the rental agreement shall terminate as provided in the notice. If within the ten (10) days the tenant adequately remedies the breach complained of, or if the landlord remedies the breach according to the provisions of subsection A of this section, the rental agreement shall not terminate by reason of the breach. Any subsequent breach of the lease or noncompliance under this section shall be grounds, upon written notice to the tenant, for immediate termination of the lease.

C. Notwithstanding other provisions of this section, if there is a noncompliance by the tenant with the rental agreement or with any of the provisions of Section 127 of this title, which noncompliance causes or threatens to cause imminent and irremediable harm to the premises or to any person and which noncompliance is not remedied by the tenant as promptly as conditions require after the tenant has notice of it, the landlord may terminate the rental agreement by immediately filing a forcible entry and detainer action.

D. Any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises by other tenants committed by a tenant or by any member of the tenant's household or any guest or other person under the tenant's control or is a danger to the premises and any drug-related criminal activity on or near the premises by the tenant or by any member of the tenant's household or any guest or other person under the tenant's control shall be grounds for immediate termination of the lease.

§133. Lien on tenant's property

A landlord shall have a lien upon that part of the property belonging to the tenant which has a reasonable relationship as nearly as practicable to the amount of the debt owed, which may be in a rental unit used by him at the time notice is given, for the proper charges owed by the tenant, and for the cost of enforcing the lien, with the right to possession of the property until the debt obligation is paid to the landlord. Provided, however, that such lien shall be secondary to the claim of any prior bona fide holder of a chattel mortgage or to the rights of a conditional seller of such property, other than the tenant.

For purposes of this section, property shall mean any baggage or other property belonging to the tenant which may be in the rental unit used by the tenant but which shall not include all tools, musical instruments or books used by the tenant in any trade or profession, all family portraits and pictures, all wearing apparel, any type of prosthetic or orthopedic appliance, hearing aid, glasses, false teeth, glass eyes, bedding, contraceptive devices, soap, tissues, washing machines, vaporizers, refrigerators, food, cooking and eating utensils, all other appliances personally used by the tenant for the protection of his health, or any baby bed or any other items used for the personal care of babies.

§ 134. Enforcement of lien

A landlord lien may be enforced as any other general lien as provided in Section 91 of Title 42 of the Oklahoma Statutes.

§135. Construction of act

This act shall be liberally construed and applied to promote and effectuate its underlying purposes and policies.

§ 136. Removal of rented furniture—Procedure

A. Upon termination of a furniture rental agreement, the lessor or agent of the lessor shall not remove the furniture from possession or dwelling place of the lessee unless the lessee or an agent of the lessee is present. Such furniture shall be marked with either an identifying number or in some other distinguishable manner prior to removal. Before the furniture is removed, the lessor or his agent shall inspect the furniture and advise the lessee or the agent of the lessee of each specific item of damage. If furniture is removed when such person is not present or if the furniture is not inspected before removal, the entire amount of any security deposit held by the lessor shall be returned to the lessee.

B. If the lessor complies with the provisions of subsection A of this Section and recovers damaged furniture, any security deposit held by the lessor may be applied to the amount of damages which the lessor has suffered due to the fault of the lessee if the lessor provides to the lessee a written itemized statement of damage delivered by mail, to be by return receipt requested and to be signed for by any person of statutory service age at such address. The lessor shall allow the lessee an opportunity to re-inspect the furniture in question before any security deposit may be retained or any additional damage charge made.

C. In the case of undamaged furniture, the lessor shall return any security deposit without interest to the lessee within thirty (30) days of the termination of the rental agreement. If the returned furniture is damaged, the lessor shall return the balance of any security deposit above the cost of damage, without interest, to the lessee within thirty (30) days of the inspection of the furniture by the lessee. If the lessee chooses not to inspect the furniture, the balance of the security deposit shall be returned to the lessee within thirty (30) days of the mailing of the written itemized statement of damage.

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