

COMMITTEE AMENDMENT
HOUSE OF REPRESENTATIVES
State of Oklahoma

SPEAKER:

CHAIR:

I move to amend HB1063 _____
Of the printed Bill
Page _____ Section _____ Lines _____
Of the Engrossed Bill

By deleting the content of the entire measure, and by inserting in lieu thereof the following language:

AMEND TITLE TO CONFORM TO AMENDMENTS

Adopted: _____

Amendment submitted by: Mickey Dollens _____

Reading Clerk

1 STATE OF OKLAHOMA

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

3 PROPOSED POLICY
4 COMMITTEE SUBSTITUTE
5 FOR
6 HOUSE BILL NO. 1063

By: Dollens

7 PROPOSED POLICY COMMITTEE SUBSTITUTE

8 An Act relating to landlord and tenant; enacting the
9 Anti-Fungi Act of 2025; amending 41 O.S. 2021,
10 Section 118, which relates to duties of landlord and
11 tenant; requiring certain repairs be made in a timely
12 manner; requiring treatment of premises when mold is
13 present; providing timeline for treatment; providing
14 penalties for violation; providing for
15 noncodification; and providing an effective date.

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

17 SECTION 1. NEW LAW A new section of law not to be
18 codified in the Oklahoma Statutes reads as follows:

19 This act shall be known and may be cited as the "Anti-Fungi Act
20 of 2025".

21 SECTION 2. AMENDATORY 41 O.S. 2021, Section 118, is
22 amended to read as follows:

23 Section 118. A. A landlord shall at all times during the
24 tenancy:

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

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

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

11 4. Make repairs in a timely manner with respect to the
12 situation or as outlined by the leasing agreement;

13 5. If mold is present in or around the dwelling unit, the
14 landlord must begin appropriate mold treatment within three (3)
15 business days of a report being made and complete treatment no more
16 than seven (7) business days beginning after the first day of
17 treatment;

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

23 ~~5.~~ 7. Except in the case of a single-family residence or where
24 the service is supplied by direct and independently metered utility

1 connections to the dwelling unit, supply running water and
2 reasonable amounts of hot water at all times and reasonable heat.

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

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

18 D. A landlord found in violation of paragraph 5 of subsection A
19 of this section shall be subject to a fine not to exceed One
20 Thousand Dollars (\$1,000.00) payable to the affected tenants.

21 SECTION 3. This act shall become effective November 1, 2025.

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23 60-1-12313 JL 01/30/25
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