

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

HOUSE BILL 1908

By: Alonso-Sandoval

AS INTRODUCED

An Act relating to landlord and tenant; amending 41 O.S. 2021, Section 121, as amended by Section 1, Chapter 230, O.S.L. 2022 (41 O.S. Supp. 2024, Section 121), which relates to landlord's breach of rental agreement; providing that written notice from a tenant to a landlord may include a text message or email notification; and providing an effective date.

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

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

Section 121. 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 title which noncompliance materially affects health or safety, the tenant may deliver to the landlord a written notice, which may include a text message or email to the landlord, specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty

1 (30) days after receipt of the notice if the breach is not remedied
2 within fourteen (14) days, and thereafter the rental agreement shall
3 so terminate as provided in the notice unless the landlord
4 adequately remedies the breach within the time specified.

5 B. Except as otherwise provided in this act, if there is a
6 material noncompliance by the landlord with any of the terms of the
7 rental agreement or any of the provisions of Section 118 of this
8 title which noncompliance materially affects health and the breach
9 is remediable by repairs, the reasonable cost of which is equal to
10 or less than one month's rent, the tenant may notify the landlord in
11 writing of his or her intention to correct the condition at the
12 landlord's expense after the expiration of fourteen (14) days. If
13 the landlord fails to comply within said fourteen (14) days, or as
14 promptly as conditions require in the case of an emergency, the
15 tenant may thereafter cause the work to be done in a workmanlike
16 manner and, after submitting to the landlord an itemized statement,
17 deduct from his or her rent the actual and reasonable cost or the
18 fair and reasonable value of the work, not exceeding the amount
19 specified in this subsection, in which event the rental agreement
20 shall not terminate by reason of that breach.

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

1 written notice to the landlord specifying the breach and thereafter
2 may:

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

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

9 3. Recover damages based upon the diminution of the fair rental
10 value of the dwelling unit; or

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

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

23 E. All rights of the tenant under this section do not arise
24 until he or she has given written notice to the landlord or if the

1 condition complained of was caused by the deliberate or negligent
2 act or omission of the tenant, a member of his or her family, his or
3 her animal or pet or other person or animal on the premises with his
4 or her consent.

5 SECTION 2. This act shall become effective November 1, 2025.

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