

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

HOUSE BILL 1063

By: Dollens

AS INTRODUCED

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

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

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

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

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

Section 118. A. A landlord shall at all times during the 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 paragraph 5 of subsection A of
19 this act shall be subject to:

20 1. Coverage of tenant medical bill that arise from mold
21 allergies or other conditions proven to have exacerbated by
22 prolonged exposure to mold spores; and

23 2. A fine not to exceed One Thousand Dollars (\$1,000.00)
24 payable to the affected tenants.

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

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