

Oklahoma

Landlord - Tenant Laws Complete Guide



Oklahoma Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of Oklahoma's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Oklahoma.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: No statute.

Legal Statute:

No content available

Security Deposit Interest:

What This Means: Interest is not required to be paid stemming from the deposit.

Legal Statute:

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 tenants' 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.

Okla. Stat. tit. 41, § 115

Amended by Laws 2015 , c. 94, s. 1, eff. 11/1/2015.

Added by Laws 1978, HB 1279, c. 257, § 15, eff. 10/1/1978; Amended by Laws 1980, HB 1753, c. 168, § 2, eff. 10/1/1980; Amended by Laws 1981, HB 1176, c. 125, § 1, eff. 10/1/1981.

Separate Security Deposit Bank Account:

What This Means: Security deposits must be kept in an escrow account for the tenant. The account must be in a federally insured financial institution within the State of Oklahoma.

Legal Statute:

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 tenants' 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.

Statute Citation: Okla. Stat. tit. 41, § 115

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute.

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: Security deposit must be returned within 45 days from the lease termination date and move out. Tenants must request in writing within six (6) months of move-out that the deposit be returned, otherwise the deposit can be kept by the landlord.

Legal Statute:

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.

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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.

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Permitted Uses of the Deposit:

What This Means: Security deposit can be used to cover the costs of owed rent or damages caused by the tenant's noncompliance with the rental agreement or statutes.

Legal Statute:

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 tenants' 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.

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Require Written Description/Itemized List of Damages and Charges:

What This Means: Security deposit held by a 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 damages and costs must be itemized by the landlord in a written statement delivered by mail with a return receipt requested.

Legal Statute:

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.

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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.

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Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: Misappropriation of a security deposit is unlawful and punishable by a term in a county jail not to exceed six (6) months and with a fine not to exceed twice the dollar amount misappropriated from the escrow account.

Legal Statute:

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.

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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.

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Added by Laws 1978, HB 1279, c. 257, § 15, eff. 10/1/1978; Amended by Laws 1980, HB 1753, c. 168, § 2, eff. 10/1/1980; Amended by Laws 1981, HB 1176, c. 125, § 1, eff. 10/1/1981.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: Rent is due at the time and place agreed to by all parties of the rental agreement.

Legal Statute:

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.

Okla. Stat. tit. 41, § 109

Added by Laws 1978, HB 1279, c. 257, § 9, eff. 10/1/1978.

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No statute. Typically outlined in the rental agreement.

Legal Statute:

No content available

Late Fees:

What This Means: No statute. Some case law is allowed with certain restrictions.

Legal Statute:

No content available

Application Fees:

What This Means: No statute.

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute.

Legal Statute:

No content available

Returned Check Fees:

What This Means: No statute.

Legal Statute:

No content available

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: The tenant may deliver to the landlord a written notice specifying the acts and omissions constituting the breach of the rental agreement that 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. The rental agreement shall so terminate as provided in the notice unless the landlord adequately remedies the breach within the time specified.

Legal Statute:

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 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 title which noncompliance materially affects health and the breach is remediable by repairs, the reasonable cost of which is equal to or less than one month's rent, the tenant may notify the landlord in writing of his or her 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 or her 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 title, 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 title, 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 or she 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 or her family, his or her animal or pet or other person or animal on the premises with his or her consent.

Okla. Stat. tit. 41, § 121

Amended by Laws 2022 , c. 230, s. 1, eff. 11/1/2022.

Added by Laws 1978, HB 1279, c. 257, § 21, eff. 10/1/1978.

Tenant Allowed to Repair and Deduct Rent:

What This Means: The tenant may provide the landlord his/her intent on reducing rent If there is noncompliance by the landlord with any of the terms of the rental agreement or any provisions of Section 118 of this title which noncompliance materially affects health and the breach is remediable by repairs. The landlord has 14 days to repair from the time of written notice by the tenant, or the tenant may deduct the reasonable cost of which is equal to or less than one month's rent.

Legal Statute:

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 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 title which noncompliance materially affects health and the breach is remediable by repairs, the reasonable cost of which is equal to or less than one month's rent, the tenant may notify the landlord in writing of his or her 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 or her 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 title, 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 title, 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 or she 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 or her family, his or her animal or pet or other person or animal on the premises with his or her consent.

Self-Help Evictions:

What This Means: Self-Help evictions are illegal.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: For any breach of a rental agreement or to enforce any right or obligation, the prevailing party shall be entitled to reasonable attorneys' fees. Rental agreements may not include provisions for either party to be responsible for such attorney's fees.

Legal Statute:

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.

Okla. Stat. tit. 41, § 105

Added by Laws 1978, HB 1279, c. 257, § 5, eff. 10/1/1978.

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: The landlord has the right to make reasonable efforts to rent the dwelling unit if the current tenant wrongfully quits or abandons the dwelling during the active rental agreement.

Legal Statute:

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 for 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 a 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.

Okla. Stat. tit. 41, § 129

Added by Laws 1978, HB 1279, c. 257, § 29, eff. 10/1/1978.

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No statute. The lease simply expires.

Legal Statute:

No content available

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: The landlord or tenant may terminate the tenancy provided the landlord or tenant gives a written notice to the other party at least thirty (30) days before the date upon which the termination is to become effective.

Legal Statute:

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 the 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 the 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 or by mailing such notice through the Firm Mailing Book for Accountable Mail as provided by the United States Post Office. 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. A victim of domestic violence, sexual violence or stalking may terminate a lease without penalty by providing written notice and a protective order of an incident of such violence within thirty (30) days of such incident, unless the landlord waives such time period.

G. 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 such an 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 shall, upon conviction, be guilty of a trespass and may be punished by a fine not to exceed Five Hundred Dollars (\$500.00).

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: The landlord or tenant may terminate the tenancy provided the landlord or tenant gives to the other party a written notice served as provided in subsection E of this section at least seven (7) days prior to the date for which the termination is to become effective.

Legal Statute:

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 the 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 the 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 or by mailing such notice through the Firm Mailing Book for Accountable Mail as provided by the United States Post Office. 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. A victim of domestic violence, sexual violence or stalking may terminate a lease without penalty by providing written notice and a protective order of an incident of such violence within thirty (30) days of such incident, unless the landlord waives such time period.

G. 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 such an 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 shall, upon conviction, be guilty of a trespass and may be punished by a fine not to exceed Five Hundred Dollars (\$500.00).

Notice to Terminate Lease due to Sale of Property:

What This Means: The landlord or tenant may terminate the tenancy provided the landlord or tenant gives a written notice to the other party at least thirty (30) days before the date upon which the termination is to become effective.

Legal Statute:

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 the 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 the 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 or by mailing such notice through the Firm Mailing Book for Accountable Mail as provided by the United States Post Office. 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. A victim of domestic violence, sexual violence or stalking may terminate a lease without penalty by providing written notice and a protective order of an incident of such violence within thirty (30) days of such incident, unless the landlord waives such time period.

G. 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 such an 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 shall, upon conviction, be guilty of a trespass and may be punished by a fine not to exceed Five Hundred Dollars (\$500.00).

Okla. Stat. tit. 41, § 111

Amended by Laws 2021 , c. 410, s. 1, eff. 11/1/2021.

Amended by Laws 2016 , c. 294, s. 1, eff. 11/1/2016.

Added by by Laws 1978, HB 1279, c. 257, § 11, eff. 10/1/1978; Amended by Laws 1980, HB 1753, c. 168, § 1, eff. 10/1/1980; Amended by Laws 1982, HB 1752, c. 251, §1, emerg. eff. 5/11/1982.

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: Landlords may terminate a rental agreement for failure to pay when due, if the tenant fails to pay the rent within five (5) days after written notice of landlord's demand for payment.

Legal Statute:

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 the 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.

Okla. Stat. tit. 41, § 131

Added by Laws 1978, HB 1279, c. 257, § 31, eff. 10/1/1978; Amended by Laws 1995, HB 1871, c. 149, § 6, eff. 11/1/1995.

Notice for Lease Violation:

What This Means: Landlords are able to provide a written notice to the tenant 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. The tenant has the ability to remedy the noncompliance within ten (10) days.

Legal Statute:

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 irreparable 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.

Okla. Stat. tit. 41, § 132

Added by Laws 1978, HB 1279, c. 257, § 32, eff. 10/1/1978; Amended by Laws 1982, HB 1752, c. 251, § 2, emerg. eff. 5/11/1982; Amended by Laws 1989, HB 1492, c. 347, § 4, eff. 11/1/1989; Amended by Laws 1991, HB 1326, c. 150, §2, eff. 9/1/1991; Amended by Laws 1996, SB 1261, c. 339, §13, eff. 11/1/1996; Amended by Laws 1998, HB 2983, c. 306, § 12, eff. 11/1/1998.

Required Notice before Entry:

What This Means: 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.

Legal Statute:

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, mortgagees, 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.

Okla. Stat. tit. 41, § 128

Added by Laws 1978, HB 1279, c. 257, § 28, eff. 10/1/1978.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: 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.

Legal Statute:

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, mortgagees, 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.

Okla. Stat. tit. 41, § 128

Added by Laws 1978, HB 1279, c. 257, § 28, eff. 10/1/1978.

Emergency Entry Allowed without Notice:

What This Means: 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.

Legal Statute:

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, mortgagees, 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.

Okla. Stat. tit. 41, § 128

Added by Laws 1978, HB 1279, c. 257, § 28, eff. 10/1/1978.

Entry Allowed During Tenant's Extended Absence:

What This Means: 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.

Legal Statute:

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, mortgagees, 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.

Okla. Stat. tit. 41, § 128

Added by Laws 1978, HB 1279, c. 257, § 28, eff. 10/1/1978.

Entry Allowed with Notice for Showing the Property:

What This Means: 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.

Legal Statute:

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, mortgagees, 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.

Okla. Stat. tit. 41, § 128

Added by Laws 1978, HB 1279, c. 257, § 28, eff. 10/1/1978.

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Lockouts are not permitted.

Legal Statute:

No content available

Utility Shut-offs Allowed:

What This Means: Landlords are required to maintain utilities and cannot shut them off due to noncompliance of a tenant.

Legal Statute:

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 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 title

which noncompliance materially affects health and the breach is remediable by repairs, the reasonable cost of which is equal to or less than one month's rent, the tenant may notify the landlord in writing of his or her 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 or her 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 title, 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 title, 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 or she 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 or her family, his or her animal or pet or other person or animal on the premises with his or her consent.

Okla. Stat. tit. 41, § 121

Amended by Laws 2022 , c. 230, s. 1, eff. 11/1/2022.

Added by Laws 1978, HB 1279, c. 257, § 21, eff. 10/1/1978.

Electronic Notices Allowed:

What This Means: No statute.

Legal Statute:

No content available

Quick Reference Guide

Key Oklahoma Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Oklahoma.

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Links To Statutes

- [Okla. Stat. tit. 41 § 105\(B\)](#) – Mitigation of damages – Rights, obligations and remedies – Enforcement
- [Okla. Stat. tit. 41 § 109\(B\)](#) – Rent
- [Okla. Stat. tit. 41 § 111\(A\)](#) – Termination of tenancy
- [Okla. Stat. tit. 41 § 111\(B\)](#) – Termination of tenancy
- [Okla. Stat. tit. 41 § 111\(C\)](#) – Termination of tenancy
- [Okla. Stat. tit. 41 § 113](#) – Rental agreements
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- [Okla. Stat. tit. 41 § 115\(A\)](#) – Damage or security deposits
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- [Okla. Stat. tit. 41 § 116\(A\)](#) – Person to accept service or notice – Identity of owner and manager – Failure to comply with section
- [Okla. Stat. tit. 41 § 118\(A\)](#) – Duties of landlord and tenant
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- [Okla. Stat. tit. 41 § 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
- [Okla. Stat. tit. 41 § 122](#) – Damage to or destruction of dwelling unit – Rights and duties of tenant
- [Okla. Stat. tit. 41 § 127](#) – Duties of tenant
- [Okla. Stat. tit. 41 § 128\(A\)](#) – Consent of tenant for landlord to enter dwelling unit – Emergency entry – Abuse of right of entry – Notice – Abandoned premises – Refusal of consent
- [Okla. Stat. tit. 41 § 128\(B\)](#) – Consent of tenant for landlord to enter dwelling unit – Emergency entry – Abuse of right of entry – Notice – Abandoned premises – Refusal of consent
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- [Okla. Stat. tit. 41 § 129\(B\)](#) – Tenant’s breach of rental agreement – Wrongful abandonment
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- [Okla. Stat. tit. 41 § 132\(B\)](#) – Tenant’s failure to comply with rental agreement or perform duties – Rights and duties of landlord
- [Okla. Stat. tit. 41 § 132\(C\)](#) – Tenant’s failure to comply with rental agreement or perform duties – Rights and duties of landlord
- [Okla. Stat. tit. 41 § 132\(D\)](#) – Tenant’s failure to comply with rental agreement or perform duties – Rights and duties of landlord

- [Okla. Stat. tit. 12 § 1751](#) – [Effective Until 11/1/2024] Suits authorized under small claims procedure
- [Okla. Stat. tit. 12 § 95\(A\)\(1\)](#) – Limitation of other actions
- [Okla. Stat. tit. 12 § 95\(A\)\(2\)](#) – Limitation of other actions
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