

RESIDENTIAL LEASES
THE LANDLORD'S PERSPECTIVE

By

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"*Federal Money Judgment Liens Under the Federal Debt Collection Procedure Act: A 40-yr. Super-Lien*" Consumer Finance Law Quarterly Report Vol. 47, No.4 (Fall 1993); and
"*Local Real Property Recordings Required for Federal Money Judgments*," 63 Oklahoma Bar Journal 2697 (September 30, 1992).

SPECIAL HONORS: Who's Who in American Law, Sixth through Ninth Editions (1991-1995);
Who's Who In America, 50th Edition (1996);
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*Basics
where the mistakes
are made*

CHAPTER I.
DRAFTING CONSIDERATIONS

Landlord - certainty!

in order to enforce a contract

A. In Writing and Signed

According to 16 O.S. § 4:

1 yr. & 1 day

No deed, mortgage or conveyance of real estate or any interest in real estate, other than a lease for a period not to exceed one (1) year, shall be valid unless in writing and subscribed by the grantors. No deed, mortgage or contract affecting the homestead exempt by law, except a lease for a period not exceeding one (1) year, shall be valid unless in writing and subscribed by both husband and wife, if both are living and not divorced, or legally separated, except as otherwise provided for by law.... (emphasis added)

And, according to 15 O.S. § 136:

The following contracts are invalid, unless the same, or some note or memorandum thereof, be in writing and subscribed by the party to be charged, or by his agent:

5. An agreement for the leasing for a longer period than one (1) year, or for the sale of real property, or of an interest therein; and such agreement, if made by an agent of the party sought to be charged, is invalid, unless the authority of the agent be in writing, subscribed by the party sought to be charged. (emphasis added)

In the total absence of a written residential "rental agreement", or where certain terms are left unclear, there are numerous presumptions provided in the "Oklahoma Residential Landlord and Tenant Act" (the "Act") (i.e., 41 O.S. § 101 et seq), concerning "dwelling units"; for example,

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.

Disagreement

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.

and 41 O.S. § 110 provides:

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.

Obviously, for ease of interpretation and enforcement, a written rental agreement is preferred to an oral one, and an oral one is preferred to none at all.

In case either of the parties want to be able to record the rental agreement, it is advisable to include an acknowledgment in order to comply with 16 O.S. § 26, which provides:

No deed, mortgage or other instrument affecting the real estate shall be received for record or recorded unless executed and acknowledged in substantial compliance with this chapter; and the recording of any such instrument not so executed and acknowledged shall not be effective for any purpose.

B. Parties

The parties who are to be bound by the rental agreement, need to be adequately identified in it in order to ensure that:

the landlord can identify the entity who will be liable, if a breach of the rental agreement occurs, and

* Tag Agency - Susie Smith dba XYZ Tag Agency
really Tom Jones dba XYZ Tag Agency

2 the landlord can properly check the credit reports and references for the proper entity.

C. Period Covered

In order to avoid any ambiguity concerning when the tenancy period begins and ends,

this term should be expressly spelled out in the rental agreement.

In the absence of such express terms, in writing, the Act will imply a month-to-month tenancy, except that a roomer or boarder shall be presumed to rent from week-to-week. 41 O.S. § 110.

D. Rental Amount

The amount of rental can be expressed simply as a periodic payment, e.g., \$100.00 per week, or as a total amount for a longer time with periodic payments expected, e.g., \$2,400.00 for 2 years, to be paid at \$100.00 per month.

In the first example set forth above, the damages for non-payment of rent will be limited to the rental prorated for the period of time that the residence is occupied, but in the second example, the landlord can sue for the balance of the rentals for the entire term of the lease, if and when the term ends.

(Like a Note - need acceleration clause)

In the absence of an agreement, the rent will be the fair rental value for the dwelling unit. 41 O.S. § 109(A).

E. Rental Payments Dates

The rent can be made payable either in advance or in arrears, but the usual practice is to provide for it to be paid in advance.

** Parties can agree to anything which is not contrary to public policy*

The date and place for such payment should be provided for in the rental agreement; however, in the absence of such agreement, the entire rental for the period shall be payable at the beginning of the term if the term is 1-month or less, and 1-month's rental shall be payable at the beginning of each month for a lease with a term of more than a month. 41 O.S. § 109(B).

F. Security Deposits

The rental agreement should expressly provide for the payment of a security or damage deposit. However, these funds must be placed into an escrow account, and, when the property is sold by the landlord or the lease is terminated, such deposit must be returned to either the tenant or the buyer. 41 O.S. § 115.

Misappropriation of the security deposit by the landlord is unlawful, subject to fines and imprisonment. 41 O.S. § 115(A).

Recent foreclosure of an apt.

G. Responsibilities

Complex - buyer's atty called to suggest owner be reminded it's a criminal matter

The responsibilities for performing and paying for any known or anticipated *matters* maintenance and repair matters should be spelled out in as much detail as possible.

Even if such duties are shifted to the tenant in the rental agreement, the landlord is responsible to provide the following services:

1. keep common areas clean, safe and sanitary.
2. conduct repairs to keep the dwelling unit fit and habitable.
3. properly maintain the electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other similar facilities
4. arrange for trash removal and provide a trash receptacle, and
5. ensure the availability of running water, hot water and heat. 41 O.S. § 118(A)

However, a separate written agreement can be used to identify specific tasks to be undertaken by the tenant, relating to repairs, maintenance, alterations and remodeling. 41 O.S. § 18(B).

Possession and Non-Disturbance

An interest in real property can fall into 4 different categories (60 O.S. § 22), which include the following:

Estates in real property, in respect to the duration of their enjoyment, are either:

1. Estates of inheritance, or perpetual estates.
2. Estates for life.
3. Estates for years; or,
4. Estates at will.

And these estates as further defined in 60 O.S. § 26:

Estates of inheritance and for life are called estates of freehold; estates for years are chattels real; and estates at will are chattel interests, but are not liable as such to sale on execution.

A rental agreement usually relates to the last two types of interests (i.e., for years or at will).

The landlord transfers and disclaims any claim to possession of the dwelling unit during the term of the lease, except that the lease should provide for the landlord to have access needed to conduct reasonable inspections and repairs, and to show the premises to prospective renters when the term is about to expire. 41 O.S. §§ 117, 128.

When tenant was moving in, landlord popped in unannounced - vacated! Young lady older man

If the landlord unlawfully enters the dwelling unit -- without consent or without an emergency -- the landlord will be liable for actual damages and will be subject to an injunction.

41 O.S. §§ 124, 128.

I. Expiration

Unless the rental agreement provides otherwise, the lease expires without notice when the period of the term comes to an end, as set forth in the rental agreement. 41 O.S. § 1.

If the tenant fails to vacate the premises at the end of the term, the landlord can take

steps to evict the tenant or, if the tenant stays with the landlord's permission, it is presumed to be a month-to-month tenancy. 41 O.S. § 11(D).

Limits on Lease Terms

While the parties to a rental agreement may consent to any terms they deem appropriate, the legislature has established public policy under the Act whereby neither party can give up any rights or remedies provided under the Act. 41 O.S. § 113

CHAPTER II.

TERMINATIONS

A. End of Specified Term

Unless otherwise agreed on in the rental agreement, the tenancy expires at the end of the specified term without notice. 41 O.S. § 111(C).

B. Without Cause < at will/month-to-month/contract terms

The rental agreement can contain terms providing for the termination of the lease by the landlord or tenant without cause before the end of the specified term. Such agreement provision usually specifies the form of notice (e.g., written or oral), the address to which to send the notice, and the period of advance notice (e.g., 30 days).

Unless otherwise provided by agreement, such written notice of termination should be served on the tenant personally at the residence, or on a family member at least 12 years of age, residing at the residence. 41 O.S. § 111(E). *Question as to who "resides" there - daughter moved out 2 weeks before but was house sitting?*

It is presumed with a tenancy for less than month-to-month, that the termination notice is effective 7 days after it is served. For instance, notice served on November 1 is effective November 8. 41 O.S. § 111(B).

Tenancy at will is presumed terminated 30 days from it being served, even if that date does not fall at the end of a month. So a notice served on November 2 is effective 30 days later on December 2. 41 O.S. § 111(A), and Kester v. Disan Engineering Corp., 591 P.2d 344 (Okl. App. 1979).

The termination of a month to month tenancy is assumed by statute to occur at the end of the next full month after notice is given. For example, if notice is given on March 3, the

tenant has until midnight on April 30 to vacate. 41 O.S. § 111(A) and Kester.

A quarterly or other periodic tenancy period is presumed terminated at the end of that period, if notice is given at least 30 days before the period ends. Otherwise, it ends at the end of the next full period. Kester

C. Abandonment

15 ^{wall Street Journal by front door?} ~~newspa~~
or mail forming a mountain around mailbox

Unless the tenant has abandoned or surrendered the premises, a landlord has no right of access except as provided by the rental agreement, by the Act (e.g., to make repairs, to show to prospective tenants or in case of an emergency), or by court order. 41 O.S. § 128(D).

happy to be protected

If the tenant has abandoned or quit the dwelling unit, the landlord needs to mitigate damages by reletting the premises, with the tenancy terminated as of the date of the re-renting.

The tenant is liable for the entire rental, or the difference in rental, for the balance of the term,

from the date of the abandonment. 41 O.S. § 129(B).

D. Non-Monetary Breach

The landlord cannot terminate the rental agreement for a non-monetary breach by the tenant, such as a failure by the tenant to make a needed repair, if the landlord fixes the problem and bills the tenant for the work. 41 O.S. § 132(A).

Any material non-compliance by the tenant with the non-monetary aspects of the agreement or with the provisions of 41 O.S. § 127. "Duties of Tenant", allows the landlord to give the tenant notice to remedy the defect (i.e., one which affects health or safety) within 14 days, and, if the tenant fails to fix the problem within 14 days, the lease shall terminate as of 30 days from the initial notice. 41 O.S. § 132(B).

Use of the dwelling unit by the tenant for a purpose other than as the tenant's usual place of abode shall constitute grounds to terminate the lease. 41 O.S. § 129.

E. Rental Breach

Unless a longer curative period is prescribed by the rental agreement, after the tenant becomes delinquent in paying her rent, the landlord may give a 5-day written "notice to quit" to the tenant which, by statutory construction, constitutes a notice to either pay the past due rent or give up possession by the end of the 5-day period, measured from the date of service.

41 O.S. § 131.

An action in court may be brought at any time after the rent becomes due, even before the 5-day curative period has elapsed. 41 O.S. § 131

Pet Grooming / bathtub
backed up with hair
small
better to say it! not smart enough - unless
move
every
2-3
months
to
get

CHAPTER III

EVICTION: F.E.D. & SELF HELP

A. Forcible Entry and Detainer

1. Jurisdictional Limits

The district court has jurisdiction to try actions for forcible entry and detainer ("FED"), in order to recover possession of real property, and to collect rent and damages, including claims under the Act. 12 O.S. § 1148.1.

Where the total amount in controversy, excluding court costs and attorneys fees, does not exceed the small claims court's jurisdictional amount (i.e., \$4,500.00; 12 O.S. § 1751(A), the small claims court can handle the entire matter. 12 O.S. § 1148.14.

If the amount in controversy exceeds the small claims court's jurisdictional limit, then the district court can assign the matter to the small claims court solely for the determination of the right to possession alone, with the case thereafter returned to the assigned district court judge for further proceedings. 12 O.S. § 1148.14.

Lease/Option Agreement

2. The Affidavit,

To initiate the FED action, the landlord prepares and files an affidavit, preferably on the form provided by the Court Clerk, setting forth the parties' names, addresses, the amounts in controversy, and the premise's description. 12 O.S. § 1148.15

The affidavit will look like this:

IN THE DISTRICT COURT, COUNTY OF _____
STATE OF OKLAHOMA.

Plaintiff
vs. _____
Defendant
STATE OF OKLAHOMA
COUNTY OF _____
No. _____
ss.

AFFIDAVIT

being duly sworn, deposes and says:

The defendant resides at _____, in the above-named county, and defendant's mailing address is _____

The defendant is indebted to the plaintiff in the sum of \$_____ for rent and for the further sum of \$_____ for damages to the premises rented by the defendant; the plaintiff has demanded payment of said sum(s) but the defendant refused to pay the same and no part of the amount sued for herein has been paid,

and/or

the defendant is wrongfully in possession of certain real property described as _____

the plaintiff is entitled to possession thereof and has made demand on the defendant to vacate the premises, but the defendant refused to do so.

Subscribed and sworn to before me this _____ day of _____, 19__

Notary Public (or Clerk or Judge)

3. The Summons

To serve the FED Affidavit, a summons is issued showing the hearing on the F.E.D. action is to be held at least 5 days from and not more than 10 days from the date the summons is issued. 12 O.S. § 1148.4. *If set on later then 2nd days to serve)*

The summons is to be served personally or by certified mail, return receipt requested, delivered at least 3 days before trial. Substitute service on a person residing on the premises over 15 years old is allowed. 12 O.S. § 1148.5. *Drop Service?*

Constructive notice, achieved by posting of the summons on the premises by the sheriff at least 5 days before trial, is allowed. If constructive notice is utilized, the summons must also be sent by certified mail at least 5 days before the trial. A trial based on "posting" can only determine the right to possession and not the right to money or other relief. 12 O.S. § 48.5A. Craig v. Cabelka, 838 P.2d 532 (Okla. App 1992).

The summons must be returned by the day of trial. 12 O.S. § 1148.5. The summons 12 O.S. § 1148.16) will look like this:

*I argued when
the Court is w/ auth. if
return not*

*Trying to
vacate
a Judgment*

IN THE DISTRICT COURT, COUNTY OF _____
STATE OF OKLAHOMA.

Plaintiff

Defendant

)
)
) No.
)
)

SUMMONS

The State of Oklahoma to the within-named defendant:

You are hereby directed to relinquish immediately to the plaintiff herein total possession of the real property described as _____ or to appear and show cause why you should be permitted to retain control and possession thereof.

This matter shall be heard at _____ (name or address of building), in _____, County of _____, State of Oklahoma, at the hour of _____ o'clock of _____ day of _____ month, 19____, or at the same time and place three (3) days after service hereof, whichever is the latter. (This date shall not be less than five (5) days from the date of summons is issued.) You are further notified that if you do not appear on the date shown, judgment will be given against you as follows:

For the amount of the claim for deficient rent and/or damages to the premises, as it is stated in the affidavit of the plaintiff and for possession of the real property described in said affidavit, whereupon a writ of assistance shall issue directing the sheriff to remove you from said premises and take possession thereof.

Dated this _____ day of _____, 19____

Clerk of the Court (or Judge)

Plaintiff or Attorney

Address

Telephone Number

4. The Defendant's Answer

Before the time of trial no answer needs to be filed, except that if the defendant wants to assert title to the subject property, this can only be done by filing, before trial, a verified answer or an affidavit (followed by the filing of a verified answer within 10 days). Such filing forces the matter to be removed from the small claims division to be tried as an ejectment action by the CJ division of the district court. 12 O.S. § 1148.6(A) & (C).

Upon until October 1, 1978, the tenant could force the case to be removed and tried as an ejectment action, if she simply claimed title as a tenant under a purported lease. Ferguson

v. District Court of Oklahoma County, 544 P.2d 498 (Okl. 1975)

As of October 1, 1978, the statute was changed so that even if the tenant is claiming title in the form of an interest under a lease, the action can proceed as an FED action rather than as an ejectment matter; thereby leaving the case with the small claims court. 12 O.S. § 148.6(B).

5. Trial

The matter is tried without a jury unless a jury is demanded on or before the day of trial. 12 O.S. § 1148.7, 1148.8.

The tenant's right to a jury is absolute, even if no answer is filed Prince Hall Village Apartments v. Braddy, 538 P.2d 603 (Okl. App. 1975)

The prevailing party at trial is entitled to attorneys fees. 12 O.S. § 1148.9.

A motion for new trial must be filed within 3 days of judgment, but such motion does not stay execution. 12 O.S. § 1148.10.

Possession - interlocutory?
- Damages - unresolved!

6. The Writ of Execution

The judgment is in the form of a Writ and is filed and looks like this:

IN THE DISTRICT COURT, COUNTY OF _____
STATE OF OKLAHOMA.

Plaintiff

vs.

)

No.

Defendant

)

WRIT OF EXECUTION

The State of Oklahoma, _____ County. The State of Oklahoma to the Sheriff
of _____ County:

Whereas, in a certain action for the forcible entry and detention (or for the forcible
detention as the case may be) of the following describe premises, to wit: _____ lately tried
before me, wherein _____ was plaintiff, and _____ was defendant, judgment was
rendered on the _____ day of _____, 19____, that the plaintiff have restitution
of said premises; and also that he recover rent, attorney fees and costs in the sum of
____; you, therefore, are hereby commanded to cause the defendant to be forthwith
removed from the premises and the said plaintiff to have restitution of the same; also that you
levy on the goods and chattels of the said defendant, and make the costs aforesaid, and all
accruing costs, and of this writ, make legal service and due return.

Witness my hand this _____ day of _____, 19__

A.B., JUDGE

The landlord must deliver a certified copy of the Writ to the tenant (or other person who could be served under 12 O.S. § 2004) or, if that is not possible, she must post it. Such Writ will notify the tenant that either the landlord or the Landlord's agent (not the sheriff) will return in 48 hours (not 72) to remove the tenant and all of the tenant's belonging from the premises! 12 O.S. § 1148.10A(A) & (C).

The tenant can recover neither injunctive relief nor damages for the exercise of this Writ by the landlord. 41 O.S. § 124(B).

The landlord can enlist the help of the Sheriff to execute the writ, if she desires. 12 O.S. § 1148.10A(E).

A supersedeas bond may be posted within 2 days of the judgment in order to stay the execution while the matter is appealed. Also the tenant must continue to pay rent to the court during the pendency of the appeal. 12 O.S. § 1148.10A(F).

*In foreclosure,
court ordering payments
equal to rent for
income properties*

CHAPTER IV
SPECIAL SELF-HELP REMEDIES,
INCLUDING LOOKOUTS AND TERMINATION
OF UTILITIES

A. Lockouts

According to 41 O.S. § 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 15 of this act and all prepaid and unearned rent. (emphasis added)

*Bad Faith
In middle
of renewal negotiations.*

In Ramirez v. Baran, 730 P.2d 515 (Okla. 1986) the Oklahoma Supreme Court held that where a tenant is in peaceable possession of a premises, either residential or commercial, the locks cannot be changed during the tenant's temporary absence. The landlord was found liable for \$6,300.00 actual damages (principally food spoilage) and \$50,000.00 punitive damages. The court held that the exclusive means of securing possession is through an FED action. Such ruling presumably does not apply if the premises are clearly abandoned.

B. Utilities

Under 41 O.S. § 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.

Under 41 O.S. § 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 or independently metered utility connections to the dwelling unit, supply running water and reasonable amounts of hot water at all times and reasonable heat.] *

41 O.S. § 121 (C), (D) & (E) provides: "... Failure to supply heat, water and other essential services - Habitability of Dwelling Unit"

C. Except as otherwise provided in this act, if, contrary to the rental agreement or Section 18 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

} run in temp. utilities

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

} 00%

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.

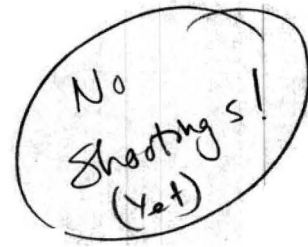
} Double tree!

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 18 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.

} *

CHAPTER V
DANGEROUS OR
NUISANCE TENANTS



41 O.S. § 127. "Duties of Tenant" provide:

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; and
7. Comply with all covenants, rules, regulations and the like which are in accordance with Section 26 of this act. (emphasis added)

41 O.S. § 132. "Tenant's Failure to Comply with Rental Agreement or Perform Duties - Rights and Duties of Landlord" provides:

"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, which noncompliance materially affects health or safety, 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 thirty (30) days after receipt of the notice unless remedied within fourteen (14) days. If the breach, is not remedied within fourteen (14) days from receipt of the notice, the rental agreement shall terminate as provided in the notice. If within said fourteen (14) 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 said breach.

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 he has notice of it, the landlord may terminate the rental agreement by immediately filing a forcible entry and detainer action. (emphasis added)

SUGGESTED READINGS

"Oklahoma Residential Landlord and Tenant Act - Continuing Experience", Marjorie Downing, 17 Tulsa L.J. 97 (1981)

"Landlord-Tenant: Status of Retaliatory Conduct in Oklahoma", 33 Okl. L. Rev. 159 (1980)

"Oklahoma Residential Landlord Tenant Act", Marjorie Downing, 50 Okl. B.J. 412 (1979)