

1 STATE OF OKLAHOMA

2 1st Session of the 55th Legislature (2015)

3 SENATE BILL 458

By: Floyd

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5
6 AS INTRODUCED

7 An Act relating to landlord and tenant; amending 41
8 O.S. 2011, Section 111, which relates to termination
9 of tenancy; construing provisions; and providing an
10 effective date.

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

12 SECTION 1. AMENDATORY 41 O.S. 2011, Section 111, is
13 amended to read as follows:

14 Section 111. A. Except as otherwise provided in the Oklahoma
15 Residential Landlord and Tenant Act, when the tenancy is month-to-
16 month or tenancy at will, the landlord or tenant may terminate the
17 tenancy provided the landlord or tenant gives a written notice to
18 the other at least thirty (30) days before the date upon which the
19 termination is to become effective. The thirty-day period to
20 terminate shall begin to run from the date notice to terminate is
21 served as provided in subsection E of this section.

22 B. Except as otherwise provided in the Oklahoma Residential
23 Landlord and Tenant Act, when the tenancy is less than month-to-
24 month, the landlord or tenant may terminate the tenancy provided the

1 landlord or tenant gives to the other a written notice served as
2 provided in subsection E of this section at least seven (7) days
3 before the date upon which the termination is to become effective.

4 C. Unless earlier terminated under the provisions of the
5 Oklahoma Residential Landlord and Tenant Act or unless otherwise
6 agreed upon, a tenancy for a definite term expires on the ending
7 date thereof without notice.

8 D. If the tenant remains in possession without the landlord's
9 consent after the expiration of the term of the rental agreement or
10 its termination under the Oklahoma Residential Landlord and Tenant
11 Act, the landlord may immediately bring an action for possession and
12 damages. If the tenant's holdover is willful and not in good faith
13 the landlord may also recover an amount not more than twice the
14 average monthly rental, computed and prorated on a daily basis, for
15 each month or portion thereof that said tenant remains in
16 possession. If the landlord consents to the tenant's continued
17 occupancy, a month-to-month tenancy is thus created, unless the
18 parties otherwise agree.

19 E. The written notice, required by the Oklahoma Residential
20 Landlord and Tenant Act, to terminate any tenancy shall be served on
21 the tenant or landlord personally unless otherwise specified by law.
22 If the tenant cannot be located, service shall be made by delivering
23 the notice to any family member of such tenant over the age of
24 twelve (12) years residing with the tenant. If service cannot be

1 made on the tenant personally or on such family member, notice shall
2 be posted at a conspicuous place on the dwelling unit of the tenant.
3 If the notice is posted, a copy of such notice shall be mailed to
4 the tenant by certified mail. If service cannot be made on the
5 landlord personally, the notice shall be mailed to the landlord by
6 certified mail. For the purpose of this subsection, the word
7 "landlord" shall mean any person authorized to receive service of
8 process and notice pursuant to Section 116 of this title.

9 F. Nothing in this section shall be construed to create or
10 provide a guest of a tenant or homeowner any rights of tenancy.

11 SECTION 2. This act shall become effective November 1, 2015.

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