



RESIDENTIAL LANDLORDS

Obligations and Remedies

As a residential landlord in Oklahoma, you must comply with a number of obligations to your tenant which cannot be altered by your lease agreement. Here are answers to some questions you may have.

BASIC RULE:

YOU MUST ACT IN GOOD FAITH!

Q: What are my obligations to have the premises vacant for a tenant at the commencement of the lease?

A: At the commencement of the lease, you are obligated to deliver full possession of the premises to the tenant in compliance with the rental agreement. If some other person is wrongfully in possession of the premises, you may bring an action for possession against that person and recover damages.

Q: What are my obligations as to security deposits?

A: As a landlord, you may require a security deposit for damages occurring during the lease term. You must keep the deposit in an escrow account in a federally insured institution in the State of Oklahoma. Misappropriation of the fund is a misdemeanor. After the lease has ended, if the tenant makes written demand within six months, you are required to refund the unused portion of the deposit within 30 days. Any deductions for damages or unpaid rent must be itemized in a written statement, delivered to the tenant in person or by mail with return receipt requested. If the tenant does not make written demand for the deposit within six months after the lease is ended, you may keep the deposit.

If you sell or otherwise transfer the property, you must either:

- 1) Return the deposit to your tenants, or
- 2) Furnish your tenants with the name and address of your transferee, who will have similar obligations to the tenants with relation to the deposits.

Q: What are my obligations as to condition of the premises?

- A:**
- 1) You must keep all common areas and grounds clean, safe and sanitary.
 - 2) You must make all repairs needed to put and keep the tenant's living area in fit and habitable condition.
 - 3) You must keep facilities and appliances in good working order. This includes electrical, plumbing, sanitary, heating, ventilation, air conditioning, elevators and other appliances.
 - 4) You must install a smoke detector or detectors in accordance with the nationally recognized codes, standards or practices adopted by the State Fire Marshal Commission and explain to the tenant or lessee the method of testing the smoke detector(s) to ensure that it is in working order.
 - 5) Unless supplied by a governmental entity, you must provide for trash receptacles and frequent removal on premises with more than two family units.
 - 6) Unless you have separate metered utility connections, you must provide running water and reasonable amounts of hot water at all times, and reasonable heat for all tenants except those in single-family residences.

A tenant may agree to perform specified repairs, maintenance tasks, alterations or remodeling by a "conspicuous" writing, separate from the rental agreement. If, however, this agreement is to avoid your responsibilities under the law, you may not be acting in "good faith." A landlord may have to comply with local building code ordinances.

Q: What are my tenant's remedies for defective condition of the premises?

A: If there are defects in the premises which affect health and/or safety, and they have not been caused by your tenant, or some person or animal on the premises with your tenant's consent, your tenant may give you written notice of the defect. The notice may state one of the following options:

- 1) Your tenant may notify you that if repairs are not made by you in 14 days, the lease will terminate in 30 days from



the date you receive notice, and the tenant may leave.

(2) If the repair costs less than \$100, your tenant may arrange for the repair and deduct the cost or value from the rent if you do not make the repair within 14 days, or as promptly as necessary in an emergency.

If you willfully or negligently fail to provide an essential service (heat, running water, hot water, electricity, gas, etc.,) your tenant may:

- 1) Give you written notice of immediate termination of the lease.
- 2) Obtain the service from another source, and deduct the cost from the rent.
- 3) Upon written notice, obtain substitute housing while the service is lacking during which time no rent is due to you.
- 4) Recover damages based on the difference in actual rental value of the dwelling without the essential service and the rent due under the lease.

If the premises are in such bad condition that they pose an immediate threat to health and safety, your tenant may give you written notice. If you do not repair as soon as conditions require, the tenant may immediately end the lease by giving written notice. Please note that termination of the lease is but one of the remedies available to a tenant in the event of a landlord's default under the terms of a lease. A tenant may still file a lawsuit against a landlord for any damages that may arise for any failure on the part of the landlord to remedy defective conditions on the premises.

Q: May I adopt rules and regulations to govern the use of the premises?

A: You may, from time to time, adopt rules and regulations for the convenience, peace, safety and welfare of all tenants. Such rules must apply fairly to all tenants, and be clearly understandable by the tenants. The rules must not be an attempt to evade your obligations under the law. Tenants must be given notice of all rules and regulations at the time they enter into lease agreements, or at the time the rule is adopted.

If a new rule substantially changes the tenant's rights under the lease, the tenant will not be bound by the rule without consenting to it in writing.

Q: Do I have duties of notification?

A: You must, in the rental agreement, prominently give your tenants written notice of the name and address of the person entitled to accept service or notices. This may be the owner, the manager, or a person authorized to accept service and notices. The information must be kept current.

In the event of non-compliance, the person making the lease agreement with the tenant assumes all of the obligations of a landlord. Also, as a landlord, you are required to disclose to potential tenants if there has been drug activity in the house or apartment.

Q: What can I do with property left by a tenant in a dwelling?

A: If the property has no value, you may discard it. If the property has value, you must give notice to the tenant that they must pick up the property within 30 days or the property will be deemed abandoned. If the tenant does not claim the property within the time period in the notice, you may dispose of it in any manner which you deem reasonable and proper. You must store the property during the 30-day period in a safe location and use reasonable care to protect the property. If the tenant removes the personal property, you may charge the tenant a reasonable storage amount and other costs accrued under the rental agreement.

Q: What are my tenant's obligations?

A: Your tenant must keep the living area clean and safe; dispose of trash properly; keep plumbing fixtures clean; use facilities safely; avoid deliberate or careless damage to the premises; avoid disturbing other tenants, and comply with lease provisions and valid rules and regulations.

Q: What if my tenant does not comply with these obligations?

A: If the non-compliance can be remedied by repair, replacement or cleaning, you may give written notice to the tenant that if the defect is not cured in 10 days, you as landlord will take the necessary action and add the cost to the rent. The lease will not terminate.

If the non-compliance affects health and safety, you may notify the tenant the lease will terminate upon a date not less than 15 days after receipt of notice unless remedied within 10 days from receipt.

If there is an imminent threat of harm, the non-compliance must be remedied as soon as conditions require, or the lease may be terminated immediately.

Q: Do I have the right to enter a tenant's dwelling unit?

A: You have a right to enter in a reasonable manner at reasonable times to inspect, make repairs, supply services, or show the premises to purchasers, mortgagees, tenants, workmen or contractors. Unless there is an emergency, you should give at least one day's notice to your tenant of your



intent to enter. If you harass your tenant, the tenant may enjoin your actions and recover damages.

Q: How can a tenant's lease be terminated?

A: If the lease has a specified termination date, the lease cannot be ended prematurely unless the tenant fails to pay rent, or defaults in an obligation under the lease which is not cured after receiving notice from the landlord, as explained above. If the rent is not paid when due, you may give written demand for payment in five days. If the amount is not paid, you may immediately sue for eviction. You may not change the locks to keep your tenant out of the dwelling.

If the lease is month-to-month or a tenancy-at-will basis, it may be ended by you or the tenant at any time by giving 30 days notice prior to the effective date of the termination.

If the lease is on a week-to-week basis, only a week's notice is necessary.

Q: What if a tenant moves out before the end of the term?

A: Under the law, you have an obligation to mitigate damages. This means that you must use reasonable means to find a new tenant for the balance of the term. If you do not, the lease is considered ended as of the date you have notice of abandonment, and you cannot collect anything from your tenant. If you try to re-rent and cannot find a tenant, or find one who pays a lesser amount of rent, your original tenant will be liable to you for the amount of your loss.

Q: What if a tenant fails to move out when the term is up?

A: If the tenant remains in possession without your consent, you may immediately sue for eviction and damages. You may also collect twice the amount of the rent, pro-rated on a daily basis, if the tenant's holdover is not in good faith.

Q: What if provisions of the lease agreement differ from the law?

A: Any provision which conflicts with a mandatory part of the law is unenforceable.

Q: Am I liable to my tenant for flood damages?

A: If your premises have been flooded within five years, and you know of this, you must include this in your lease, or you will be liable to your tenants for flood damages.

The law of Landlord-Tenant is quite complex. This pamphlet attempts to outline some of the rights and obligations of the landlord in a residential lease. You should not rely on this to solve detailed legal problems. Only your attorney can give you the specific advice you may need to help you with your legal problems as a landlord. Please note that, in addition to Oklahoma law, federal law may apply to residential leases in certain situations (i.e. Section 8 tenants, etc.). You should always consult an attorney to ensure compliance with these laws.

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