

RULE NUMBER ONE:

Put it in writing!

RULE NUMBER TWO:

Act in good faith!

As a residential tenant in Oklahoma, you have rights and duties relating to your home or apartment which cannot be bargained away in your lease. The Oklahoma Residential Landlord Tenant Act provides the legal framework for your lease and your relations with your landlord. Here are answers to some questions you may have.

Please note that landlord tenant law is quite complicated. This pamphlet explains some of the basic ideas in simple language, but you should not rely on this information to solve detailed problems. Only a lawyer can give you specific legal advice.

Q: What if my dwelling is not open to me at the beginning of my lease?

A: By giving written notice to your landlord, you may end your lease and have your prepaid rent and deposit returned. Or you may demand the landlord perform the rental agreement and bring an action for possession of the dwelling.

Q: What happens to my security deposit?

A: Your landlord can require a security deposit. It must be kept in a federally insured account in Oklahoma, separate from the landlord's own funds. You, as tenant, must request the return of the money in writing within six months after your lease is ended. Tenant should provide the landlord with a forwarding address or new address where deposit is to be mailed. The landlord must return it, with a written explanation of any deduction for damages or rent owing, within 45 days after your written request. If you do not request a refund in writing, the landlord may keep your money once the six months is up. If your landlord sells the house or apartment, you must receive:

- 1) A refund of your deposit; or
- 2) The name and address of the new owner who will have the same rights and duties as described above. This choice is your landlord's.

Q: What services am I entitled to?

A: Except in the case of a single family residence, your landlord must keep all common areas used by more than one tenant safe and clean; keep your premises in a safe, livable condition; keep all

electrical, plumbing, sanitary, heating, ventilation, air-conditioning and other facilities and appliances supplied by the landlord in good and safe working order; if your dwelling is more than a one- or two-family residence, provide trash receptacles and frequent removal, unless this is provided by a government entity; supply running water and reasonable amounts of hot water at all times, and reasonable heat, unless you live in a single-family dwelling or have a separate metered utility connection for these services.

You and the landlord may reach an agreement that you are to perform specified repairs, maintenance, alterations or remodeling, but it must be by a "conspicuous" writing that is separate from your rental agreement.

Q: What do I do if my landlord does not make necessary repairs or provide necessary services?

A: You must give your landlord written notice of any needed repairs that are necessary to keep your living quarters safe and healthy. It is recommended that you send the dated, written notice in a way that you can prove it was received by your landlord, and keep a copy for your records. One method is to have your landlord sign your copy confirming they have received it. Another is to send by fax and keep the fax confirmation. You can send by certified mail, return receipt requested, but you may want to send another copy by regular mail in the event your landlord will not pick up the certified mail.

Your choices (if the defect affects safety or health):

- 1) You may tell your landlord in the notice that if repairs are not made within 14 days, you will terminate your lease on a date that is not less than 30 days from receipt of the notice, and your lease will be over.
- 2) If the repair costs less than \$100, you may tell the landlord that you will have the repair made yourself and subtract the cost or value from your rent if the landlord does not make the repair within 14 days.
- 3) If an essential service (such as heat, water, electricity or gas) fails due to the landlord's fault or willful act, you can, at your option, by *giving written notice*:
 - a) End your lease and move immediately;
 - b) Move somewhere else temporarily, and you will not owe the landlord rent while you are living in substitute housing;
 - c) Sue the landlord for damages based

on the difference between what the apartment or house is worth without the essential service and what you are required to pay under the lease; or

- d) Make your own arrangements for the service and deduct the cost from your rent.

- 4) If the conditions are so bad that there is an imminent threat to health or safety which is not remedied as soon as conditions require, you may give written notice of the problem and end your lease immediately.
- 5) If a fire or other emergency makes your living place unsafe, you may end your lease by moving out and giving written notice within one week.

None of these options are available if the damage is caused by you, your family or pet or a person or animal on the premises with your consent.

Q: Who is liable for personal property (beds, electronics, furniture and clothing) that is damaged or destroyed by water from a leaky roof or broken pipe?

A: It depends on the facts of the situation, such as whether your landlord failed to make necessary repairs, whether you reported an issue promptly enough, etc. Many rental contracts require that the tenant purchase a renter's insurance policy to cover such damages, and that is the best way to ensure your property is protected.

Q: Am I protected from flood damage?

A: If the landlord knows that the premises have been flooded in the last five years, you must be told about the flooding in your lease. You may sue for damages to your property if you are not advised of past flooding.

Q: Can my landlord make rules that are not in my lease? Can they be changed?

A: Your landlord can make rules and regulations as to use of the premises which apply fairly to all tenants. The purpose of any rule must promote convenience, safety or welfare of tenants, preserve the landlord's property from abuse or make a fair distribution of services and facilities for the tenants. Tenants must have notice of such rules.

If a new rule changes your lease in a material way, you will not be subject to the rule unless you consent to it in writing.

Q: To whom do I give notices?

A: Your landlord must give you information in writing as to the name and address of the owner, manager or other person who is authorized to accept notices from tenants. This must be kept current. If this disclosure is not made, the person who signs your lease, as landlord, has all the duties of a landlord and must accept notices and make repairs.

Q: What if I move out and leave property in my living unit?

A: Your landlord may dispose of worthless property. If in the landlord's judgment the property has value, the landlord shall send written notice to you by certified mail at the last-known address and state the deadline to remove the property at which point it will be considered abandoned. Any property left for more than 30 days is automatically deemed abandoned. The landlord can dispose of abandoned property in any manner deemed reasonable and proper. Until then, the landlord is to store the property, and you may be charged the cost of storage, removal and other costs accrued under the rental agreement in order to obtain your property.

Q: What are my responsibilities as tenant?

A: You must keep your premises clean and safe, dispose properly of all trash, keep plumbing fixtures clean, use facilities safely and not deliberately or carelessly damage or destroy anything which belongs to the landlord. You and your guests must comply with your lease and all proper rules and not allow anything to be done which would disturb other tenants. You and your guests must not engage in criminal activity that threatens the health, safety or peaceful enjoyment by other tenants or that creates a danger to the premises. You and your guests must not engage in any drug-related criminal activity on or near the premises.

Q: What can the landlord do if I do not meet my responsibilities?

A: If your noncompliance can be remedied by repair, replacement or cleaning, and you do not remedy as promptly as conditions require if an emergency, or within 10 days after written notice to you, the landlord may repair and bill you for the cost or value. This will not terminate your lease.

If you fail to comply with your lease or responsibilities in a material or substantial way, your landlord can give you written notice specifying how you have not

What are your rights and duties as a tenant?



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complied and stating that if you do not remedy the breach in 10 days of the written notice, your lease will terminate on a date that is not less than 15 days after receipt of the notice. If you remedy the noncompliance, the lease will not terminate. However, any subsequent noncompliance can be grounds for immediate termination after written notice.

If you do something which causes or threatens to cause immediate and permanent harm to the premises or a person and you do not remedy the situation as promptly as necessary after you receive notice, the landlord may terminate the rental agreement immediately.

If you or your guests commit any criminal activity that threatens the health, safety or peaceful enjoyment of other tenants, or that creates a danger to the premises, the landlord may terminate the rental agreement immediately. Likewise, if you or your guest commit any drug-related criminal activity on or near the premises, the landlord may terminate the rental agreement immediately.

If the landlord terminates the lease for failure to comply with your responsibilities and you do not vacate, the landlord must first file a forcible entry and detainer (eviction) action in court before the landlord has the legal right to change the locks and take possession of the unit.

Q: Can the landlord come in my home without permission?

A: The landlord can enter in a reasonable way at reasonable times to inspect, make repairs, supply necessary services, show the building to purchasers, tenants, workmen, etc. Unless there is an emergency or it is impractical to do so, the landlord must give you at least one day's notice of intent to enter.

Q: Can the landlord end my lease?

A: If you have a lease with a specific expiration date, your landlord cannot evict you before that date unless you fail to pay rent, or otherwise fail to fulfill an obligation under your lease or rules, and you fail to cure after receiving proper notice from the landlord. If you do not pay your rent within five days after written notice of your landlord's written demand for payment, your landlord may terminate your rental agreement. For a month-to-month lease, the Residential Landlord Tenant Act requires that the landlord or tenant give written notice to the other at least 30 days before the termination is to be effective. Since it is a monthly tenancy, many agree that the termination is not effective until the end of a calendar month, assuming rent is paid on the first of the month in the month-to-month tenancy.

For example, if a 30-day notice to terminate a month-to-month tenancy was given on March 3, the tenant would have until the last day of April to vacate. Likewise, the tenant must give the same type of notice of his/her desire to terminate or otherwise the landlord may seek rental payment through the end of April. However, not all landlords follow this calendar month policy and may permit or provide mid-month terminations, as long as at least 30 days' notice is provided.

If it is a "tenancy at will," a 30-day notice to either the landlord or tenant to end the lease may be given at any time.

If you have a week-to-week lease, the same rule applies, but you need only give or receive one week's notice.

Q: What if I fail to move when my lease is up?

A: If you do not have consent, your landlord may immediately sue for eviction and damages. The landlord also may collect twice the amount of rent if your holdover is not in good faith. If the landlord consents to your staying, a month-to-month tenancy is automatically created unless the parties reach a different agreement. Many leases contain a provision that at the end of the term, the lease will renew on a month-to-month basis if neither party gives notice of termination.

Q: What if my lease has provisions which are different from the law?

A: The law provides that any lease provision which conflicts with the Landlord Tenant Act is unenforceable.

Q: Can the landlord deny or terminate a tenancy because of a blind person's guide dog?

A: Not unless guide dogs are specifically prohibited in the rental agreement and such rental agreement was entered into prior to Nov. 1, 1985. In addition, the Fair Housing Act expands this protection to include assistance animals necessary for individuals with disabilities.

Q: What else should I know?

A: If a landlord knows that any part of the dwelling unit was used in the manufacture of methamphetamine, the landlord must disclose this information to a prospective tenant unless the landlord has had the level of contamination checked and it is within the limits allowed. A landlord may request that a tenant provide the name, address and telephone number of a person to contact in the event of the tenant's death. The landlord may also ask that a tenant sign a statement that, in the event of the tenant's death, the named person may enter the dwelling unit to remove the tenant's property

and receive the security deposit. If the landlord does not request the information, a tenant may provide the information to the landlord.

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