

Oklahoma Tenants: Know Your Rights!



Does my landlord have to allow my service animal?

When can my landlord raise the rent?

When and how can my landlord evict me?

How can we strengthen our rights?!

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Resources for tenants who need immediate legal assistance

Oklahoma Legal Aid Services Intake [Link](#)

Oklahoma City University Tenant Rights [Link](#)

Oklahoma Legal Aid Services Resources [Link](#)



Security Deposits – 41 O.S. § 115

- Landlord must keep your deposit in a separate escrow account, meaning they cannot mix your deposit with their other money.
- After your lease ends, the landlord can use your deposit to cover damages, unpaid rent, or other costs described in your lease. ***But they must provide you an itemized list of these costs.***
- ***If you want your security deposit back, you must ask for it.*** Within six months of your lease ending, you must send your landlord a request for the deposit back. If you do, they must return it within 45 days. If you don't request it back within six months, the landlord can keep it.



Protections for Victims of Domestic Violence or Stalking – 41

O.S. § 111, 113.3

1. If you are a victim of domestic violence, sexual violence, or stalking: you can terminate your lease and move without penalty if you provide the landlord notice of the violence or stalking and your need to move.
2. A landlord cannot deny you the ability to rent or otherwise retaliate against you because you previously terminated a lease because of domestic violence, sexual violence, or stalking.



Accommodations for a Disability

Landlord cannot stop a disabled person from making reasonable access-related modifications to the unit, at the tenant's expense.

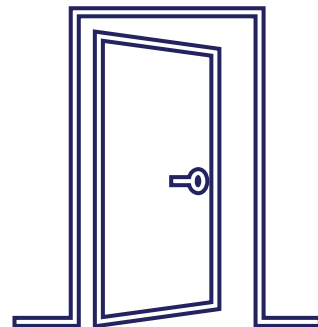
If your unit is in a building with more than four units, the landlord must meet general accessibility requirements under the Fair Housing Act at the landlord's expense.

- Doors are wide enough to allow for passage of a wheelchair
- Wheelchair accessible route into and through the dwelling
- All switches (lights, thermostat, etc.) are at an accessible height and location
- Bathroom walls are reinforced to allow for grab bars
- Kitchens and bathrooms have enough space for a wheelchair to maneuver.



When can my landlord enter my unit? 41 O.S. § 128

1. Your landlord must give you at least one day's notice of their intent to enter the unit, *except in case of emergency*.
2. You can refuse your landlord the right to enter, but you must have a good reason. One good reason might be that the landlord failed to give you at least one day's notice.
3. But some lease agreements grant the landlord more robust entry rights than those provided by state law. So, double-check your lease before you consider refusing your landlord access.



How do I request repairs?

Caution: Tread carefully, especially if behind on rent

- 1. Retaliation:** Some landlords retaliate against tenants for making repair requests. *Currently, Oklahoma is one of only six states without retaliation protections for tenants.* So, if you need to request repairs, make sure you follow each step carefully and do not pressure your landlord for repairs if you are behind on rent.
- 2. Duty to Pay Rent:** You cannot stop paying rent and remain in your unit because of a maintenance issue in Oklahoma. *If you stop paying rent for ANY reason, your landlord can legally evict you.*



Step 1: Identify the Type of Issue & Document it

Mild

- A maintenance issue that does not affect your health or safety (e.g. a leaky faucet, broken dishwasher, etc.)

Moderate

- Affects your health or safety (e.g. missing handrails, pests, etc.)
- Caution: These kinds of issues aren't clearly defined under Oklahoma law.

Severe

- Lack of an "essential service," (heat, running water, hot water, electricity, or gas) – law does include general "other essential service" provision.
- Caution: Air conditioning is NOT included in this list under Oklahoma law

Step 2: Make a formal request in writing

Physical Letters: Oklahoma judges expect physical writings in the form of paper letters and mail. They often refuse to accept electronic forms of notice, like text or email exchanges. **Detail:** The notice should list each defect in detail. One way to make a formal written maintenance request is to hand-deliver a notice to your landlord and ask them to sign a copy for your records to prove that they received it. Another way is to use certified mail via USPS and request a return receipt.

CAUTION: If you plan on hiring someone to make the repairs yourself and deducting from the rent if your landlord doesn't act, make sure to say so in the request.



Step 3: If your landlord doesn't address the issue within 14 days (or fewer in an emergency), you have a few options:

All Maintenance Issues (mild, moderate, or severe)

Check to see if the issue violates the local building codes

- If so, you can contact your city government to see if they will enforce them.
- If the issue is severe, try other options first. City governments have condemned decrepit buildings before and left tenants with nowhere to go.

Step 3: If your landlord doesn't address the issue within 14 days (or fewer in an emergency), you have a few options:

**Moderate &
Severe Issues**
(effects
health/safety
OR involves
essential
service)

- **Option 1:** Provide a 2nd written letter to your landlord notifying them that you are terminating the lease and vacating the unit within 30 days due to their failure to address the maintenance issue.
- **Option 2:** Notify your landlord in writing that you will be addressing the repair and deducting the cost from your rent. Hire a professional to perform the needed work at a reasonable price and keep all the receipts.
- **CAUTION:** Can only deduct up to one month's rent, which won't cover most major maintenance concerns.

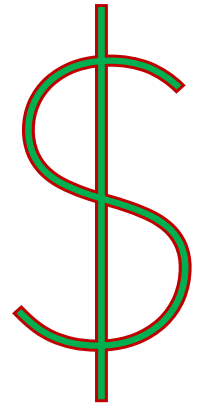
Step 3: If your landlord doesn't address the issue within 14 days (or fewer in an emergency), you have a few options:

Severe Issues
**(lack of heat,
running
water,
electricity, or
gas)**

- **OPTION 1:** Notify your landlord, in writing, that you are temporarily vacating the unit and will not pay rent until the essential service is restored. Include updated contact information in the notice. If you decide to eventually terminate your lease in full, you need to provide yet another written notice.
- **OPTION 2:** Stay in the unit and sue your landlord for damages to the unit's fair rental value. While technically an option under Oklahoma law, this is a long and difficult process best pursued with an attorney's help
- **OPTION 3:** Notify your landlord, in writing, that you will hire a professional to restore the essential for a reasonable price. Keep all receipts. If, and only if, the issue involves the loss of an essential service, you can deduct the actual cost for restoring the service, even if it exceeds the cost of one month's rent.

When and how can my landlord raise rent?

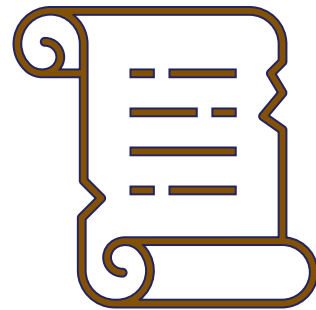
- **Your landlord cannot raise your rent in the middle of your lease.**
- In other words, if you agreed to a set rent amount in the lease agreement, your landlord cannot break that promise and instead increase your rent in the middle of the lease.
- **BUT** – *at the end of your lease, your landlord can raise the rent to whatever amount they want. There is no legal limit on rent in Oklahoma.*
- For example: if you sign a one-year lease with rent at \$750 a month, your landlord cannot demand more than \$750 for that year. But at the end of the one-year lease, it will be time to renew your lease, and at that time your landlord could raise your rent from \$750 to \$1,000.



Can your landlord decide not to renew your lease once it's over? Yes, but they must give you notice.

It depends on the type of lease you have:

1. Less than a month lease: Landlord must give you at least 7 days notice before terminating your lease
2. Month-to-month: Landlord must give you at least 30 days notice before terminating your lease.



When can my landlord evict me?

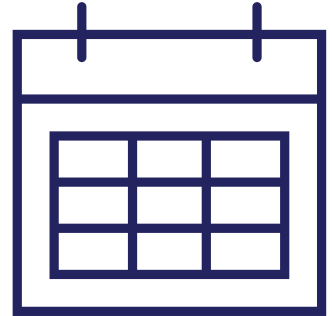
Your landlord can evict for the following reasons:

- You have not paid rent
- You have broken rules outlined in your lease, including involvement in criminal activity
- You have created a danger for other people in the building

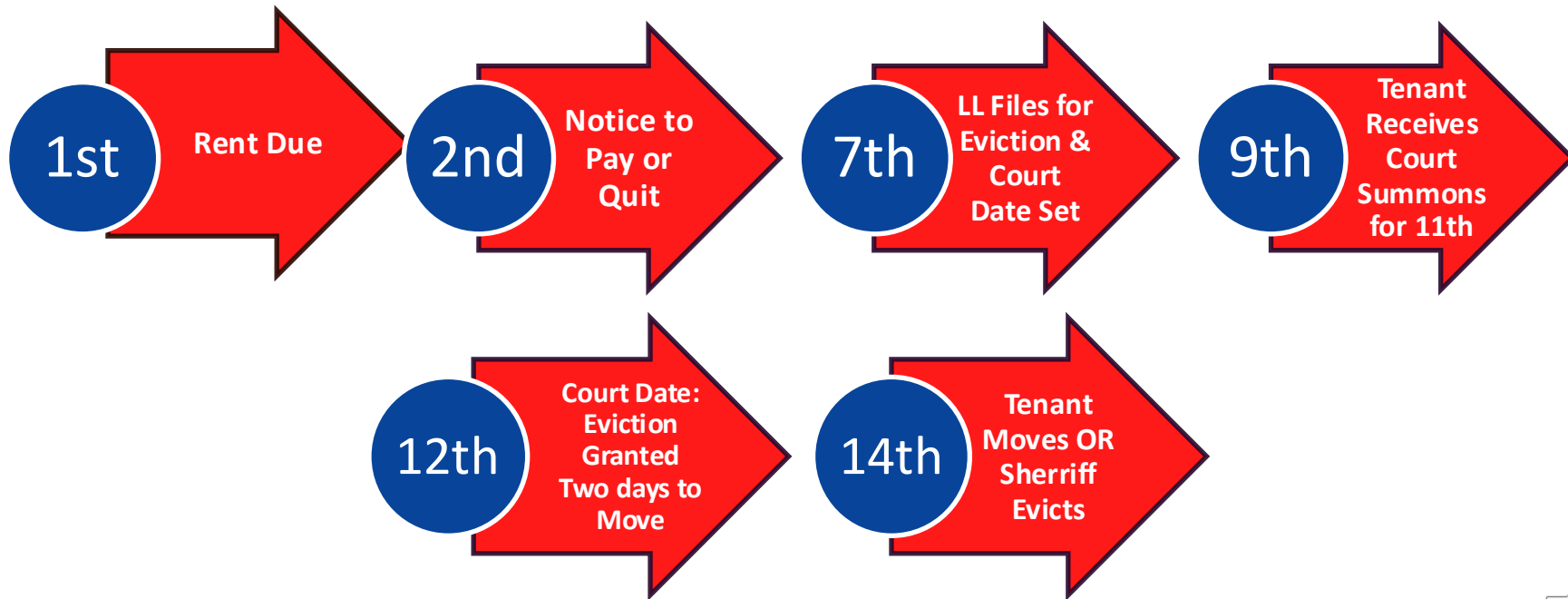


If I'm behind on rent and my landlord decides to evict, how much time do I have?

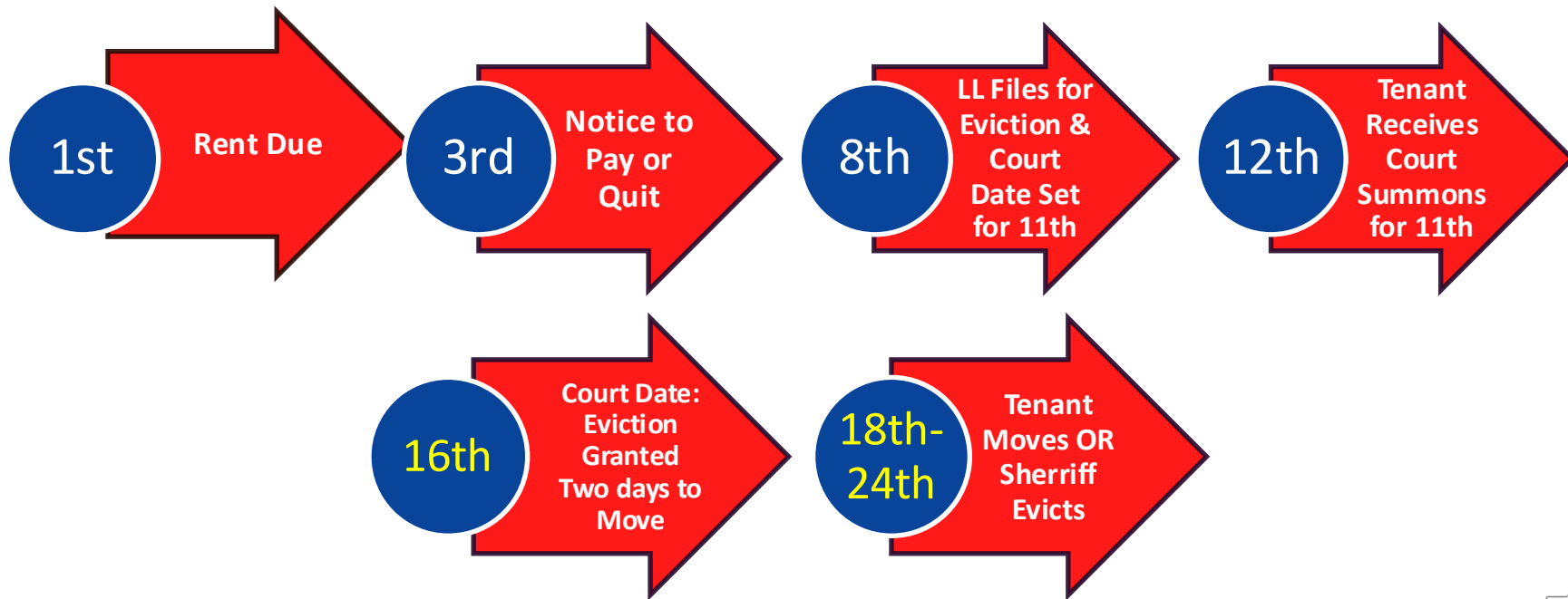
- **When you're behind on rent, your landlord will likely give you at least 5 days to pay before filing an eviction.** The landlord will likely serve you a “notice to pay or quit.” The notice to quit will say you must pay your back rent within five days or face eviction.
- **If you don't pay your back rent within five days, your landlord can file for an eviction.** If your landlord files for eviction, you will receive a summons to court. Your court date could be as soon as three days after you receive the summons to court.



Quickest Timeline for Failure to Pay Rent in Oklahoma



More Typical Timeline for Failure to Pay Rent in Oklahoma

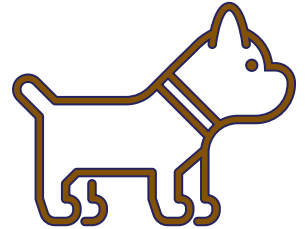


Pets & Support Animals

If you are blind, deaf, or physically handicapped, your landlord must allow you a service dog as a reasonably accommodation to your disability. 41 O.S. § 113.1

If you have a disability that is not readily apparent (e.g. a mental illness), your landlord can require you provide a documentation of your disability requiring a support animal. This documentation must include three things:

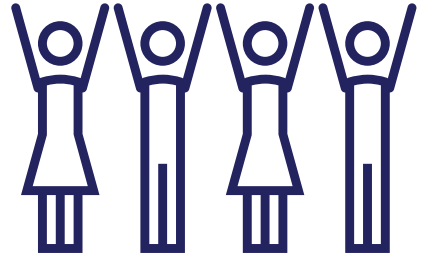
- (1) Describes a disability that substantially limits one or more major life activities,
- (2) Describes the needed accommodation, and
- (3) shows the relationship between the disability and the needed support animal.



How can we strengthen our rights!?

Band Together, Call, Email, and Show Up to City Council Meetings

- **Anti-Retaliation Protections – Call/email your legislator!**
 - Tell them you want the legislator to pass anti-retaliation protection to keep prevent retaliation against tenants who request repairs.
- **Housing Code Enforcement – Call/email your city councilor**
 - Tell them you want the city to invest more money in enforcing housing codes so we and our neighbors can live in safe, clean conditions.
- **Zoning Changes – Call/email your city councilor**
 - Tell them you want the city to update the zoning codes to allow for more multiunit properties to increase the stock of affordable housing and lower costs for everyone



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