

For Level 3 maintenance issues

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. Make sure to include updated contact info.

CAUTION: Carries high risk of retaliation and is rarely used successfully. If you decide to completely terminate your lease, you'll need to provide an additional written notice.

Option 2: Stay in the unit and sue your landlord for damages to the unit's fair rental value.

CAUTION: While technically an option under OK law, this is a long and difficult process best pursued with an attorney's help. It also carries an extremely high risk of retaliation.

Option 3: Notify your landlord, in writing, that you will hire a professional to restore the essential service for a reasonable price. Keep all receipts.

NOTE: If, and only if, the issue involves loss of an essential service (heat, running or hot water, electricity, or gas) you can deduct the actual cost of restoring the service, even if it exceeds the cost of one month's rent.

ACLU Oklahoma

Do you agree that Oklahoma tenant protections should be better?

We need your help to change them.

Other states offer stronger legal protections for tenants, like anti-retaliation, clearer maintenance standards, and recognition of electronic forms of communication.

Contact your legislator! Ask them to improve protections for tenants.

Learn more and join our efforts at
[ACLUOK.org](https://acluok.org)

**UNITED TENANTS
OF TULSA**

ACTION
ALLIED COMMUNITIES OF TULSA IMPROVING OUR NEIGHBORHOODS



ACLU Oklahoma

How do I get my landlord to make repairs?

Under Oklahoma law, **the options aren't great**. This guide describes the **rights, risks, and legal procedures** associated with asking your landlord to address **maintenance and safety issues**—and what can be done to **improve the law**.

Notes of Caution! Retaliation

There is no retaliation protection for tenants under OK law. Landlord retaliation can occur in many forms, including but not limited to harassment, towing, non-renewal, and even eviction.

Duty to Pay Rent

Under OK law, if you stop paying rent for ANY reason while living in your unit, **your landlord can legally evict you.**

STEP 1

Identify the type of maintenance issue you are experiencing and thoroughly document it.

Level 1 - Mild

Does not affect your health or safety (e.g. a leaky faucet, broken dishwasher, etc).

Level 2 - Moderate

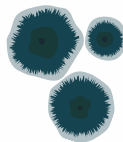
Affects your health or safety, (e.g. missing handrails, pests, etc). *Caution: These kinds of issues aren't clearly defined and can vary depending on a judge's opinion.*

Level 3 -Severe

Lack of an "essential service," (e.g. heat, running or hot water, electricity, or gas). *Caution: Air conditioning is NOT included in this list under OK law.*

NOTE ON MOLD:

OK court opinions vary on mold as a health issue. Still, if mold is having a serious effect on your health, treat it as a Level 2 issue to encourage your landlord to act.



STEP 2

Make a formal request in writing

OK judges expect physical maintenance requests (i.e. paper notices and mail). They often refuse to accept electronic forms of notice, like texts or emails. Judges in Oklahoma County *do* accept texts and emails. But if you live outside OKC, paper notice is a more reliable form of notice.

One way to make a formal written request is to hand-deliver a notice to your landlord and ask them to sign a copy for your records. Another way is to use certified mail via USPS and request a return receipt.

The notice should list each defect in as much detail as possible and request repairs for each one, indicating which defects have an effect on your health and/or safety.

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 if it's an emergency), you have a few options:

For ALL maintenance issues

See if the issue violates local building codes. If so, you can call your local government to ask if they will enforce them.

CAUTION: Building may be condemned if the issue is severe enough.

For Level 2 & 3 maintenance issues

Option 1: Give your landlord a 2nd written notice that you are terminating the lease and vacating the unit within 30 days due to their failure to address the issue.

CAUTION: May have to prove your case in court if your landlord sues for rent.

Option 2: Notify your landlord that you will hire a professional at a reasonable price to address the issue and deduct the cost from your rent. Keep all receipts.

CAUTION: May only deduct up to 1 month's rent, which won't cover most major issues. May have to defend your position in court.

