WHAT TO DO ABOUT REPAIRS

In the course of living in your rented home, you will probably encounter a loose door, leaky faucet, broken water main, faulty furnace, or other maintenance problem. Read your lease and locate the clause concerning repairs and maintenance. Not all leases require that the landlord make ordinary repairs. However, major repairs and maintenance are the responsibility of the landlord unless specifically mentioned in the lease. There are several steps to follow to assure that the needed repairs are performed. These steps are outlined in Section 121 of the Oklahoma Residential Landlord and Tenant Act, which follows:

A. Except as otherwise provided in this act, if there is a material noncompliance by the landlord with the terms of the rental agreement or a noncompliance with any of the provisions of Section 118 of the act which noncompliance materially affects health or safety, the tenant may deliver to the landlord a written notice specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within fourteen (14) days, and thereafter the rental agreement shall so terminate as provided in the notice unless the landlord adequately remedies the breach within the time specified.

B. Except as otherwise provided in this act, if there is a material noncompliance by the landlord with any of the terms of the rental agreement or any of the provisions of Section 118 of this act which noncompliance materially affects health and the breach is remediable by repairs, the reasonable cost of which is less than One hundred Dollars ($100), the tenant may notify the landlord in writing of his intention to correct the condition at the landlord's expense after the expiration of fourteen (14) days, or as promptly as conditions require in the case of an emergency, the tenant may thereafter cause the work to be done in a workmanlike manner and, after submitting to the landlord an itemized statement, deduct from his rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection, in which event the rental agreement shall not terminate by reason of that breach.

C. Except as otherwise provided in this act, if, contrary to the rental agreement or Section 118 of this act, the landlord willfully or negligently fails to supply heat, running water, hot water, electric, or gas or other essential service, the tenant may give written notice to the landlord specifying the breach and thereafter may:

1. Upon written notice, immediately terminate the rental agreement; or
2. Procure reasonable amounts of heat, hot water, running water, electric, gas, or other essential service during the period of the landlord's non-compliance and deduct their actual and reasonable cost from the rent; or
3. Recover damages based on the diminution of the fair rental value of the dwelling unit; or
4. Upon written notice, procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

D. Except as otherwise provided in this act, if there is a noncompliance by the landlord with the terms of the rental agreement or Section 118 of this act, which noncompliance renders the dwelling unit uninhabitable or poses an imminent threat to the health and safety of any occupant of the dwelling unit and which noncompliance is not remedied as promptly as conditions require, the tenant may immediately terminate the rental agreement upon written notice to the landlord which notice specifies the noncompliance.

E. All rights of the tenant under this section do not arise until he has given written notice to the landlord or if the condition complained of was caused by the deliberate or negligent act or omission of the tenant, a member of his family, his animal or pet, or other person or animal on the premises with his consent.