

Tenant Handbook

FORWARD

This handbook is intended to provide information and advice to students about landlord-tenant law in Kansas. Although an attempt has been made to include accurate and current information, no guarantee with regard to errors or omissions is given. Furthermore, the information and advice contained herein are general in nature and concern laws that are subject to amendment and



interpretation. Specific facts of a situation will determine what legal rights and obligations exist so the advice of an attorney should be sought whenever legal problems arise. The Residential Landlord and Tenant Act (cited through this handbook as "the Act") is found at Kansas Statutes Annotated 58-2540 et seq.

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The information contained herein is not intended as a substitute for legal advice. Students who are confronted with legal problems are encouraged to seek assistance from a licensed attorney. This information is intended to be a very broad overview of landlord tenant law in the State of Kansas.

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PRELIMINARY CONSIDERATIONS

Chapter 1

Decision to Rent: Although many considerations enter into the decision to live off-campus, one important factor should be noted: a lease agreement is a binding contract which cannot easily be terminated.

When to Look: Early

Where to Look:

1. Local Newspapers: The *Kansas State Collegian* and the *Manhattan Mercury* (<http://themercury.com/classifieds/>) carry classified ads.
2. Some real estate agencies handle rental properties.
3. Friends are often aware of possible vacancies.
4. Bulletin boards in the K-State Student Union, laundromats, etc., may have rental postings.
5. Websites such as www.craigslist.com and www.facebook.com. However, **DO NOT** rent or agree to rent a property without seeing it first.



Discrimination: Discrimination in housing on the basis of race, religion, color, sex, disability, familial status, national origin or ancestry is generally contrary to city, state, and federal law. Anyone denied housing because of such discrimination should report the case to the appropriate authorities. ([See Chapter 7](#))

Evaluation: NEVER RENT A LIVING UNIT SIGHT UNSEEN. Obviously, the amount of rent and other provisions in the lease as well as the physical condition of the unit are the most important factors in evaluating a unit. Determine what your housing budget will be and stick to that amount (See Chapter 8). Another important consideration is the length of the lease agreement. Most landlords offer a lease for a full year; typically beginning on August 1 and ending on July 31.



The following should also be considered: The reputation of the landlord and manager concerning maintenance, return of security deposits and general

relationships with tenants; the security of the apartment against theft; the quality of the construction and insulation as it affects the cost of heating and cooling; and other "hidden" problems, such as insects, which may not be serious enough to be the landlord's responsibility but could be annoyances and are likely costly to correct. Current and former tenants are good sources of information, as are neighbors. Ask lots of questions when looking at the property, find out what the average utilities are, and go visit the property at night to see if you feel safe in the neighborhood and if the area around the property is well lit. Check out "rate your landlord" websites: www.apartmentratings.com, www.apartmentreviews.com, and www.ratemyapartment.com.

The *Manhattan Mercury* offers access to property code violations in the city of Manhattan: www.themercury.com/classifieds/apartments. Check this database out to see if the landlord has substantial code violations. Additionally, Manhattan Code Services has a checklist of possible code violations on their *Property Maintenance Codes Checklist*, <http://www.ci.manhattan.ks.us/documentview.asp?DID=1649>. Use this as a tool when evaluating a dwelling, if you see any code violations think carefully about renting it.

Insurance. Obtaining renter's insurance to cover loss of personal property is advisable. A common misconception is that the landlord's insurance will cover the tenant's belongings. However their insurance only covers the structure, nothing inside. Renter's insurance will protect against loss of, or damage to, personal property both in the living unit and off the premises, depending on the type of coverage. Tenants may wish to explore having parents' home owners policies extended to include such protection rather than obtaining separate coverage. Many insurance companies can provide the coverage needed.

ROOMMATES...

Chapter 2

And Landlords: When an apartment or house is shared by two or more persons, they take on certain legal responsibilities. If all roommates are parties to the rental agreement with the landlord, they are usually legally obligated both individually and as a group to fully perform under the terms of the lease. So, if a roommate leaves, the remaining ones are still liable for the entire rent. This is called “joint and several” responsibility. You will see these words in most leases. Although it is possible and desirable to enter an agreement with the landlord whereby the landlord will not hold tenants jointly responsible, few landlords will do so.

And Each Other: Roommates have legal responsibilities to each other in addition to the legal relationship they have with the landlord. By renting an apartment together, roommates usually agree to share the responsibilities to the landlord and also the rights to use the apartment. If a roommate is left paying the entire rent, he has the right to sue the nonpaying roommate(s) for reimbursement.



The sharing of other costs, such as utilities, should be explicitly agreed upon, preferably in writing. Generally the service companies will permit only one person to be responsible for the account. The other roommates should be made liable to that person for their respective shares of the bills. To prevent any future misunderstanding, use a [Roommate Agreement](#); a sample of which is found in Chapter 8.

Moving Out: Problems between roommates may arise because of differences and



disagreements concerning personalities, habits and activities. It is better to avoid such problems by using care in the selection of roommates, but if the problem cannot be resolved, moving out may be necessary. Generally, when a roommate moves out, that roommate remains liable for his or her share of the rent until a replacement is found. The remaining roommates have a duty to try to find a replacement but also have a reasonable amount of discretion in accepting the new roommate. [See Chapter 4, section on Subleasing.](#)

Choosing a Roommate: It is important for you to very carefully select a roommate.

When you sign a lease with another individual, you enter into a legal contract with them, making yourself vulnerable to serious financial implications if they do not honor their agreement. Whether or not you are acquainted with your potential roommate, it is important that you determine whether or not they can (1) be a responsible roommate and (2) be a personality you can live with. *If you are uncomfortable with the individual do NOT sign a lease with them.* Here are some sample questions you can ask one another:

- ✓ Where do you plan to study? At what hours? What is your ideal environment for studying?
- ✓ Do you enjoy cooking? What do you cook? What meals will you eat at home? Do you smoke or drink alcohol? If so, how often? If not, do you mind if others smoke or drink around you?
- ✓ How will utilities be split up? Per person, bedroom, etc...? What about utilities if a roommate is gone for an extended period of time? Will we share all food, some food, or no food?
- ✓ Are you a neat or messy person? What do you expect your roommate to be, clean or messy? How will the dwelling be cleaned and how often?



- ✓ How do you handle conflict? If you are involved in a conflict not regarding me, how will you handle that? What do you expect for me to do? What if we are in conflict, what do we expect of each other?
- ✓ Do you need to have time alone without intrusion? How often and when? Are you social or private?
- ✓ Are you willing to share belongings or money?
- ✓ How would you describe your friends? Do you party? How often? When do you party? Will you have people over a lot? Will they spend the night? What about a boyfriend or girlfriend, will they spend the night and how often?
- ✓ How would you describe a good or bad roommate?
- ✓ How do you describe yourself and how do you want others to perceive you?

LEASES AND OTHER PROMISES

Chapter 3

A person who pays for the temporary use and occupancy of a living unit is called a *tenant*. When a person becomes a tenant, a specific legal relationship with the owner of the property, the *landlord*, is created pursuant to a lease or a rental agreement. A



lease or rental agreement is a specific type of legally enforceable contract which governs the rights and obligations of the parties. A lease is binding on both parties, and if either party breaks a promise made, thereby "breaching" the agreement, the other party may sue to recover the damages or losses which result from the breach. Both landlords and tenants must be aware of their rights and responsibilities if problems are to be avoided or resolved without going to court.

Oral Leases: A few landlords do not use a written rental agreement. Oral agreements are legally binding for a term, if less than a year in duration, or for a monthly or weekly tenancy, for as many such periods as are mutually desired. Oral leases are governed by the [Kansas Residential Landlord and Tenant Act](#), and their terms and conditions, if not specified, are simply the contents of the Act. Thus, all notices and disclosures, including the [check-in inventory](#), are required by the Act to be in writing even though the rental agreement itself is not. The problem with oral agreements, of course, is the difficulty in proving what was said. Having a witness, preferably one not a party to the agreement, is advisable.

Written Leases: A written lease includes agreements regarding the term of the lease, payment of rent, and other specifics. Written leases may provide for a specific term of any length or for a periodic tenancy, such as a month-to-month or week-to-week tenancy.



A written lease can not be modified by an oral agreement. Any changes to the written lease **MUST** be in writing and signed by all parties to the lease.

Neither party to the lease can sign away rights or obligations which are given to them or required of them by the [Kansas Residential Landlord Tenant Act](#).

Other Promises: Any agreement concerning matters not specifically governed by the Act, such as a promise to make repairs or provide services that are not required, such as painting or installing new carpet, should be made with care to ensure that it is legally binding. If a written lease is used, it is especially important to include in the written agreement itself any oral agreements which are made prior to or at the time of the signing of the lease.



Making Agreements: When making agreements of any kind, the following precautions should be taken:

1. The tenant should read the entire agreement, especially the fine print, before signing it.
2. The tenant should not sign an agreement before understanding it. The [Consumer and Tenant Affairs](#) director can assist you with this.
3. Undesirable terms may be negotiated. Changes may be made by crossing out or writing in provisions. Such changes should be initialed by both parties.
4. All foreseeable problems should be addressed in the agreement.
5. The agreement should be clear. If an agreement is ambiguous, a court will use the interpretation of the party who did not write the agreement.
6. The tenant should obtain a signed, written agreement and should store it in a safe place.

Term or Periodic Tenancy: The advantages of a lease for a definite term stating a specific termination date include the following:

- i) the rent cannot be raised
- ii) substantial changes in the rules or regulations cannot be made
- iii) the tenancy cannot be ended without cause prior to the ending date of the lease

The advantage of a periodic tenancy, such as a month-to-month or week-to-week tenancy, is that the tenancy may be terminated at any time if either party gives the proper notice. Subleasing or re-renting is generally unnecessary for periodic tenancies.

LANDLORD-TENANT LAW

Chapter 4

The Act: Legal rights, obligations and remedies of landlords and tenants are determined by the [Kansas Residential Landlord and Tenant Act](#) ("the Act") and court decisions interpreting the Act.



The Act does not apply to: residence at educational and most other institutional settings; fraternal organizations; occupancy of an employee; condominiums and cooperatives; premises used primarily for agricultural purposes; and transient occupancy in a hotel, motel, or rooming house.

The Act sets forth basic terms and conditions that are read into all rental agreements to which the Act applies. Both oral and written agreements are subject to the provisions of the Act, even if they do not contain any reference to the subjects contained in the Act.

Leases of mobile homes are covered by the Act, but not leases of the lot a mobile home sits on unless the landlord is also renting the mobile home (see [Mobile Home Parks Residential Landlord and Tenant Act](#), KSA58-25,100 et seq.)

All Kansas statutes are available on the web at <http://www.kslegislature.org>. Once linked, simply type the statute number desired. The [Kansas Residential Landlord and Tenant Act](#) is made up of the following statutes:

- [58-2540](#) Title
- [58-2541](#) Situations not subject to the Act
- [58-2542](#) Court jurisdiction
- [58-2543](#) Definitions
- [58-2544](#) Unconscionable agreements
- [58-2545](#) Terms in rental agreements, presumptions if no written agreement
- [58-2546](#) Delivered agreement not signed may be enforceable
- [58-2547](#) Prohibited terms in agreements
- [58-2548](#) Inventory of rental unit
- [58-2549](#) Landlord's obligations pursuant to receipt of rent
- [58-2550](#) Security deposits

<u>58-2551</u>	Landlord's disclosures
<u>58-2552</u>	Landlord's delivery of possession of rental unit to tenant
<u>58-2553</u>	Landlord's duties
<u>58-2554</u>	Sale of rental unit by landlord
<u>58-2555</u>	Tenant's duties
<u>58-2556</u>	Landlord's rules and regulations
<u>58-2557</u>	Limits on landlord's right to enter rental unit
<u>58-2558</u>	Tenant's absence
<u>58-2559</u>	Landlord's failure to fulfill duties, notice, termination
<u>58-2560</u>	Landlord's failure to deliver rental unit, tenant's remedies
<u>58-2561</u>	Landlord's claim for unpaid rent, tenant's claim waived if not filed as counterclaim
<u>58-2562</u>	Rental unit damaged by fire or casualty
<u>58-2563</u>	Landlord illegally removes or excludes tenant from rental unit, remedies
<u>58-2564</u>	Tenant's failure to fulfill duties, notice, termination
<u>58-2565</u>	Tenant's long absence, abandonment
<u>58-2566</u>	Landlord's acceptance of late rent
<u>58-2567</u>	Lien on tenant's personal property unenforceable
<u>58-2568</u>	Landlord's remedies on tenant's termination
<u>58-2569</u>	No self help by landlord permitted for recovery of premises
<u>58-2570</u>	Termination of tenancy
<u>58-2571</u>	Remedies for landlord's unlawful entry of premises and tenant's denial of lawful access
<u>58-2572</u>	Landlord's retaliatory acts prohibited, remedies
<u>58-2573</u>	Act not applicable

General Provisions: Parties to a lease are obligated to act in "good faith" in their performance of the rental agreement. KSA 58-2543 (d).

The parties may include in the agreement any terms and conditions not prohibited by the Act or other rules of law, including the amount of rent, duration of the agreement, and other provisions governing their respective rights and obligations. KSA 58-2545.

Prohibited Provisions: The Act prohibits the inclusion of certain provisions in rental agreements. KSA 58-2547. The following provisions are unenforceable if included and the tenant may recover actual damages sustained due to the provisions:

- Waiver or giving up rights and/or remedies under the Act;
- A clause, which deprives the tenant of the right to a hearing and allows summary action on a claim;
- Indemnification clause by which a party agrees to pay for the liability of the other party; exculpatory clause, by which a party agrees not to hold the other party liable;

or any other clause limiting liability, except that the landlord may limit liability for fire, theft, or breakage with respect to common areas of the premises such as hallways, laundry rooms, pools, etc.

- Agreement to pay either party's attorney's fees.
- Agreement granting the landlord a lien or security interest in the tenant's personal property which would allow the landlord to sell the property in satisfaction of a claim for damages is unenforceable. KSA 58-2567.
- Agreement, part of an agreement, or a settlement involving a claim or right under an agreement, if found by a court to be unconscionable when made, may be unenforceable in whole or part. KSA 58-2544. An "unconscionable" agreement is not defined in the Act but is generally an agreement to which one party has little choice but to consent to very unfavorable terms.

Duration of Tenancy: A tenancy is either a periodic tenancy, such as a month-to-month or week-to-week tenancy, or one for a definite term, in which case a specific termination date is stated. Most leases are for a period of one (1) year and are not considered to be periodic since there is a specific termination date.

A periodic tenancy continues from one period to the next under the same conditions as the original agreement until altered or terminated by proper notice. If the landlord wants to change the rules or increase the rent, it must be accomplished by the same notice which is required for termination. The tenant then has a choice of accepting the termination or continuing the tenancy with the new terms. When a tenant remains in possession or holds over after expiration or termination of the tenancy and has the landlord's consent to continue occupancy, the tenancy is either weekly or monthly, unless otherwise specified. KSA 58-2570 (c).



Some yearly leases provide that unless notice of termination is given by a certain date, the lease will be considered renewed for another year. This is something to look for when signing a lease. If such a clause is included in your lease, **put the notice date on your calendar** so you don't end up renewing your lease without meaning to.

Unsigned Agreements: If one party does not sign and return to the other party a rental agreement which the other party signed and delivered, the lease is still binding when possession is given and accepted, or rent paid and accepted, if done without

reservation, but only for a term no longer than one year. KSA 58-2546. If neither party signs the written agreement, it may still be binding if the parties intended to make a contract.

Disclosure: At or before the beginning of the tenancy, the landlord or his or her agent is required to disclose, in writing, the name and address of the manager and the owner or the person authorized to act on behalf of the owner to receive service of legal process and notices and demands. The information must be kept current. If it is not provided, the person who entered into the rental agreement for the landlord becomes the landlord's agent for the purpose of service of process, receiving notices and demands, and fulfilling the obligations of the landlord. KSA 58-2551.



Rent: Rent is due and payable without demand or notice at the dwelling unit at the beginning of each month unless otherwise agreed. Unless otherwise agreed, the rent is uniformly apportioned from day-to-day. KSA 2545 (c). This will be important if a lease is validly terminated at a time other than the date specified in the lease. In a monthly tenancy, rent can be increased only after thirty (30) days written notice.

Security Deposit: The maximum security deposit that a landlord may require is:

- unfurnished apartment - an amount equal to a month's rent; or
- furnished apartment - one and one-half (1-1/2) month's rent; and
- pet deposit - an additional one-half (1/2) month's rent for a pet deposit. KSA 58-2550 (a).

After occupancy, the security deposit can be used by the landlord for any unpaid rent, damages to the premises, or other damages caused by tenant's noncompliance with the lease. The tenant's liability for physical damages is stated as damages beyond normal wear and tear.

Return of the Security Deposit: If the landlord retains any of the deposit, the landlord is required to itemize the deductions in a written notice to the tenant and return it with the remainder of the deposit within fourteen (14) days after the determination of the amount of charges, but in any event, no later than thirty (30) days after termination.



Usually, “termination” means vacating the property and turning in the keys.



The landlord is required to send the refund to the tenant's last known address. KSA 58-2550 (b). Although not required, it would be helpful for the tenant to send a [letter to the landlord requesting return of the security deposit](#) and providing a current address. If the unused portion of the security deposit is not returned in the time allowed, if too much of the deposit is withheld, or there is no itemized statement of the deductions, the tenant may be entitled to recover the amount wrongfully withheld plus damages of one and one-half (1-1/2) times that amount, KSA 58-2550 (c).

To protect tenant from charges for pre-existing damages, the landlord and tenant shall jointly inventory the premises within five (5) days of the tenants taking occupancy and the landlord and tenant should each receive a signed, dated [inventory form](#). In addition to the inventory sheet, taking photos of each room - particularly those areas which were damaged prior to the current tenant's occupancy - could be extremely helpful if the full security deposit is not returned at the end of the lease term.

If the landlord does not cooperate, the tenant should inventory the premises with an uninterested third party, fill out an [inventory sheet](#), keep one signed, dated copy and deliver or mail by certified mail a second signed, dated copy to the landlord. KSA 58-2548. In this case, taking photos of the property is even more important. It isn't necessary to provide photos to the



landlord, but it will be helpful to have them. A [sample inventory sheet](#) is provided in Chapter 9 of this handbook.

Landlord's Duties: The Act contains specific duties of the landlord. *Basically, the landlord is required to:*

- Comply with the requirements materially affecting health and safety of applicable building and housing codes, such as the Manhattan Housing Code available at City Hall; <http://www.ci.manhattan.ks.us/documentview.asp?DID=1649>.
- Exercise reasonable care in the maintenance of common areas such as hallways, parking lots, swimming pools, etc.;
- Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems and appliances supplied or required to be supplied by the landlord;
- Provide and maintain on the grounds, for the common use by all tenants, appropriate receptacles for the removal of garbage and waste incidental to occupancy of the dwelling unit and arrange for their removal; and
- Supply running water, reasonable amounts of hot water at all times and reasonable heat, except where the heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection. (This provision does not seem to relieve the landlord from the obligation to repair and maintain.) KSA 58-2553.

It is illegal for a landlord to force a tenant to contract with a public utility for service to more than one dwelling unit, thereby giving the tenant the responsibility to collect from other tenants in other units. This arrangement exists most often in old single family dwellings which have been converted to apartments, but are served by only one utility connection. Such an arrangement is an illegal shift of the landlord's duty to the tenant and the tenant must insist that the landlord contract for services. Any tenant who is responsible for utility payments for other units and has been unable to collect from those tenants in other units should consider suing the landlord for the amount owed.

It is possible for the parties to agree that the tenant will perform "specified repairs, maintenance tasks, alterations and remodeling," but the Act is unclear as to what work may be included. In any event, such an agreement must be entered into in good faith and not for the purpose of evading the obligations of the landlord. Any agreement should be in writing. KSA 58-2553 (b) & (c).

Tenant's Duties: *The corresponding duties of the tenant under the Act are:*

- Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
<http://www.ci.manhattan.ks.us/documentview.asp?DID=1649>
- Keep that part of the premises under tenant's control, including plumbing fixtures, as clean and safe as the condition of the premises permit;
- Remove from tenant's dwelling unit all waste in a clean and safe manner;
- Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the premises;
- Be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the tenant or by any person or animal on the premises at any time with the express or implied permission or consent of the tenant; and
- Not engage in conduct, or allow any person or animal on the premises with the express or implied permission or consent of the tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other tenants. KSA 58-2555.

Rules and Regulations: Landlords may adopt a rule concerning use and occupancy of the premises if:

- Its purpose is to promote the convenience, safety, peace, or welfare of the tenants in the premises; preserve the landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
- It is reasonably related to the purpose for which it is adopted;
- It applies to all tenants in the premises equally;
- It is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what such tenant must, or must not do, to comply;
- It is not for the purpose of evading the obligations of the landlord; and
- The tenant has notice of it at the time such tenant enters into the rental agreement.

If after a tenant enters into the rental agreement, a rule or regulation substantially modifying the rental agreement is adopted, such rule or regulation is not enforceable against the tenant unless consented to in writing. KSA 58-2556.

Under a month-to-month lease, each new month is a new tenancy and written consent is probably not required; however, thirty (30) days written notice, prior to a rent-paying date, must be given before the new condition takes effect

Miscellaneous: The premises are to be used only as a dwelling unit unless otherwise agreed. The landlord also can require, if the lease so states, that



tenants give notice of anticipated absences in excess of seven (7) days. Presumably this information allows landlords to protect against theft or damages and to know that the tenant has not abandoned the property.

Access by Landlord: After the tenant rents the premises, the landlord, except in case of emergency, or tenant absences in excess of thirty (30) days, may enter the premises only at reasonable hours after giving reasonable notice of entry for the sole purposes of inspection, repair, provision of services, or showing the premises to prospective or actual tenants, purchasers or workers. KSA 58-2557 & 2565 (b).



If the landlord abuses the right of access or uses it to harass the tenant, or the tenant refuses to allow lawful access, the wronged party can either terminate the lease or get a court order called an injunction prohibiting future misconduct and, in either case, recover actual damages. KSA 58-2571. A [sample Notice of Landlord Entry](#) can be found in Chapter 8.

Failure to Deliver: The landlord is responsible for delivering possession of the premises in compliance with the rental agreement and KSA 58-2553, which describes the landlord's duties. The obligation to pay rent stops until possession is delivered. If the landlord does not deliver the premises, the tenant, upon proper five (5) days notice, may terminate the lease and recover the security deposit.

Alternatively, the tenant may demand performance, sue for possession and recover actual damages. If the landlord's failure to deliver is willful and not in good faith, the tenant may recover one and one-half (1-1/2) month's rent or 1-1/2 times actual damages, whichever is greater, KSA 58-2560. A [sample Failure to Deliver](#) can be found in Chapter 8



Destruction of Premises: If the premises are destroyed or rendered substantially uninhabitable by fire, tornado, or other casualty, the tenant may terminate immediately by giving written notice within five (5) days after vacating, or may continue the tenancy in which case the rent should be reduced in proportion to the decrease in the fair rental value of the premises. KSA 58-2562. A [sample 5 Day Notice of Casualty](#) can be found in Chapter 8.

Termination: A tenancy for a definite term expires on the date specified in the lease, without notice, unless prior notice is required by the lease. Many written leases for a term provide for an automatic renewal for a new term if prior written notice is not given. A tenancy may be terminated at any time by mutual consent of the parties, but the tenant should receive a written termination agreement from the landlord.

When a tenant is anticipating moving out, they should do the following:

- Proper written notice should be given by hand delivery or [certified mail](#), return receipt requested. A copy should be kept for the tenant's records. Notice should be given early, not at the last minute.
- Utilities should be terminated and notice given to the post office of [change of address](#) well in advance.
- Everything should be cleaned, with special attention to the stove, refrigerator, and bathroom. There is a [sample move out inspection](#) sheet in Chapter 9 of this handbook which will provide some guidance as to what landlords look for while doing a check out. Taking photos following cleaning could be helpful if there is a dispute about the security deposit.
- Inspection by the landlord should be arranged. If there is damage beyond normal wear and tear, an agreement on deductions should be attempted. The tenant should ask the landlord to sign an agreement specifying the amount of damages and releasing the tenant from future claims.
- If the landlord will not inspect in the tenant's presence, the tenant should have a third party witness the condition of the premises. Taking photos is helpful as well.
- The tenant should move out on or before the date of termination, being sure to return the keys to the landlord and remove all trash and personal possessions. The tenant should leave his or her forwarding address with the landlord.

Irregular Termination: If a tenant moves out before the end of the term, the tenant is likely to be obligated for rent to the end of the term; however, any rent received by the landlord from re-renting the premises should be deducted from the amount owed. Landlords are not entitled to "double rent". Furthermore, the landlord has a duty to make reasonable efforts to re-rent at a fair rental value in order to lessen or mitigate damages. If a reasonable attempt to re-rent is not made, the tenancy is deemed terminated by the landlord as of the date that the landlord has notice of the abandonment. KSA 58-2565 (c). A tenant wishing to move out before the end of the term should attempt to sublease or assign the apartment. Even if the landlord is unwilling to consent to a sublease or assignment, the landlord is still obligated to re-rent the apartment to a prospective tenant. In any event, written notice of the intent to vacate should be given as soon as possible.



Abandoned Property: Any property left in or at the dwelling unit by the tenant



after moving out may be taken, stored by the landlord at tenant's expense, and sold thirty (30) days later. At least fifteen (15) days before the sale, a notice must be printed in the paper and within seven (7) days after the publication, a copy sent to the tenant's last known address. Before the sale, the tenant can redeem the property by paying the expenses of the landlord. KSA 58-2565.

Subleasing: Typically, written consent of the landlord is required before a sublease can be made. A sublease is an agreement giving a sublessee rights and responsibilities for only a portion of the remaining term of the lease. Under a sublease, the sublessee is responsible to the original tenant who remains responsible to the landlord. If the sublessee fails to live up to the agreement, the original tenant may still be liable to

the landlord for rent and other damages. A sublessee has the same rights and remedies against the landlord as the original tenant. A written sublease is advisable. Forms are available from [Student Legal Services](#) or [Consumer and Tenant Affairs](#) located in the [Office of Student Activities and Services](#).

REMEDIES

CHAPTER 5

The remedies for breaking or "breaching" the rental agreement or failing to abide by other legal requirements depend on the nature and degree of the failure to perform as required. The facts and circumstances in each particular situation determine the action which can be taken by the wronged party.

Generally: For failure to perform as legally required, when that failure is not "material", i.e. substantial or important, the wronged party may: (1) sue for damages or (2) obtain a court order called an injunction to prevent the other party from behaving wrongly. KSA 58-2559(b) & 58-2564(c). The parties are generally limited to actual damages sustained, such as the cost of repairs or the difference in rental value before and after breach. In some situations, such as abuse of access of landlords or inclusion of a prohibited provision in the lease, actual damages can be difficult to determine.



In a premature termination, the landlord could charge for efforts and expenses of re-renting, including advertising and bookkeeping costs. If there is no loss of rent or other damages to the landlord, it is doubtful that the landlord would be entitled to keep the security deposit.

The Act does not specifically permit tenants to make minor repairs and deduct the cost from rent after giving the landlord notice and an adequate opportunity to repair. If the tenant does so, the landlord may begin an eviction action for nonpayment of rent. Although the tenant can counterclaim for damages caused by the nonrepair, the tenant could be evicted. Most cases which have upheld the right to repair and deduct or withhold rent have required that notice of the defects and an adequate opportunity to repair be given to the landlord. Before repairing and deducting, a tenant should discuss the matter with an attorney.

Material Noncompliance: If there is a material noncompliance with the rental agreement or a noncompliance with duties imposed by the Act which materially affect health and safety, the wronged party could possibly terminate the lease with the use of a [14/30 Notice of Landlord Noncompliance](#).

The problem facing both parties is the uncertainty of knowing what constitutes a "material" noncompliance and which breaches are able to be remedied by repairs or payment of damages. Either party may also sue for damages or obtain injunctive relief. Use of the escrow ordinance should also be considered ([see page 26](#)).

Landlord's Breach: Written notice to the landlord or his or her agent should specify the alleged breach and state that unless the situation is remedied within fourteen (14) days, the rental agreement will terminate on a periodic rent-paying date not less than thirty (30) days after receipt of the notice. The noncompliance, of course, cannot have been caused by the tenant. ([See Chapter 8 for notice form](#).) If, within fourteen (14) days of the receipt of the notice, the landlord makes a good faith effort to initiate repairs or pays damages, the tenant will be prevented from terminating.



However, if the lease is properly terminated, the tenant may be entitled to the return of any security deposit. KSA 58-2559.

Tenant's Breach: The landlord has a corresponding right of termination for a tenant's material breach by giving an appropriate thirty (30) days written notice, but the termination does not have to occur on a periodic rent-paying date. The lease will terminate thirty (30) days after receipt of the notice,

unless the breach is "cured". The tenant has only fourteen (14) days after receipt of the notice to remedy the breach, if possible. KSA 58-2564.

Recurring Breaches

Landlord's Breach: If the landlord commits the same or similar breach after the fourteen (14) day "right to cure" period, the tenant may deliver a written notice to the landlord specifically describing the breach and stating that rental agreement will terminate upon a periodic rent-paying date not less than thirty (30) days after receipt of the notice without allowing the landlord an opportunity to remedy the breach. KSA 58-2559.



Tenant's Breach: In the event the tenant causes the same or a similar breach to occur after the fourteen (14) day "right to cure" period, the landlord may deliver a written notice to the tenant stating that the rental agreement will terminate upon a date not less than thirty (30) days after receipt of the notice without providing an opportunity to remedy the breach. The tenancy will terminate on the date specified regardless of the periodic rent-paying date. KSA 58-2564

Non-Payment of Rent: The landlord may terminate the rental agreement if rent is unpaid when due and the tenant fails to pay rent within three days of written notice from the landlord. The written notice must state that rent is due and unpaid and that the landlord intends to terminate the lease unless payment is made within three (3) days.

The three-day notice period shall be computed as three consecutive 24-hour periods. When such notice is served on the tenant or to some person over 12 years of

age residing on the premises, or by posting a copy of the notice in a conspicuous place thereon, the three-day period starts. When such notice is delivered by mailing, an additional two days from the date of mailing shall be allowed for the tenant to pay the unpaid rent and avoid having the rental agreement terminated. K.S.A. 58-2564. Even though the lease is terminated, the tenant may still be liable for damages in

breaching the lease, i.e., re-rental costs, rent until re-rented, etc.

If rent is paid, and brought up to date, any eviction or termination action shall end.



Waiver: If the landlord accepts late payment of the rent without reservation or accepts a performance of the tenant's obligations that varies from the terms of the rental agreement, the right to terminate the tenancy for that breach is waived, unless otherwise agreed after the breach has occurred. KSA 58-2566.

Implied Warranty of Habitability: Even before the passage of the Act, the Kansas Supreme Court found that all urban residential leases contained an implied warranty of habitability requiring compliance with the minimum standards concerning health and safety set forth in city housing codes. The case, Steele v. Latimer, 214 Kan. 329 (1974), was read by many to imply that the remedies for breach of implied warranty by the landlord include allowing the tenant to repair the defects himself and deduct the costs from the rent, or to withhold all or part of the rent until repairs are made. The legislature, however, did not specifically include these remedies in the Act. The tenant should be able to sue for the damages caused, such as the diminished value of the premises, or to counterclaim for damages if sued by the landlord in an eviction action.

Escrow Ordinance: In Manhattan, a city ordinance allows tenants to pay their rent into an account held by the city IF a city building official certifies that the dwelling unit endangers the life, health, property or safety of the occupants. The escrow account can be used for three (3) months, during which period the landlord can access the deposited rent to pay for repairs or utilities. As long as rent is paid into the escrow account, eviction for non-payment of rent is prohibited. If the dwelling unit is still unfit after three (3) months, the money is returned to the tenant. To use the escrow ordinance, the tenant should contact the Housing Code Inspector, 785-537-4506.

Eviction: If a tenant does not pay rent or refuses to vacate after a lawful termination of the tenancy, the landlord's only legal recourse is to bring an action in court to have the tenant evicted. Self-help actions such as cutting off essential services like heat and electricity or changing the locks, is illegal. Further, such actions by the landlord could be punishable by recovery of damages in court equal to one and one-half (1-1/2) month's rent or the damages sustained, whichever is greater.



An eviction action is called a Forcible Entry and Detainer (FED) action and brought in the district court. A three (3) day written notice giving the tenant the opportunity to vacate is required before the commencement of the FED action. If the action is for non-payment of rent, a three (3) day notice giving an opportunity to pay rent must be given in addition to the three (3) day notice to vacate, although they may be incorporated into the same notice. A normal FED action will usually take over two (2) weeks before the tenant is actually evicted.

A quicker procedure is now provided that allows immediate recovery of possession after a hearing at which the tenant has the right to appear and present arguments. KSA 58-2570 (d). If the tenant's holdover is willful and not in good faith, the landlord is able to not only recover possession but, in addition, an amount equal to one and one-half (1-1/2) month's rent or one and one-half (1-1/2) times the actual damages, whichever is greater. KSA 58-2570 (c).

If a tenant wants to fight an FED, the tenant should contact an attorney promptly. The tenant might argue that notice was improper, that the breach was remedied, that no opportunity to remedy was given, that the landlord's action was retaliatory, or that the landlord's breach justified non-payment. The tenant might also counterclaim for damages. Certain counterclaims, if not raised during the landlord's suit, may not be brought later.

Retaliatory Conduct: A landlord may not retaliate by increasing rent or decreasing services because a tenant complains to a government agency about violations of housing and building codes, complains to the landlord about noncompliance with the duties imposed by the Act, or joins a tenants' organization. Landlord's may, of course, raise rent as permitted by law or agreement for actual increases in costs (other than costs necessary to comply with the Act) and may terminate for other breaches of the lease by the tenant, such as non-payment of rent.

Resolving Problems: Because taking a person to court may be time consuming and expensive, attempting to resolve problems informally is advisable. Most landlords try to be cooperative and want to avoid problems as much as their tenants do. In dealing with landlords, tenants should be reasonable and patient, but aware of their legal rights, assertive and specific about complaints. The landlord is more likely to pay attention if several tenants complain. Any agreements resolving disputes should be writing.



Small Claims Court: The small claims court has jurisdiction over any action for the recovery of money or property not exceeding \$4000.00 in value from someone in Riley County. Tenants and landlords may use this relatively simple and inexpensive procedure to resolve issues which may arise. Bringing a lawsuit in small claims court is a simple matter: The tenant should obtain a petition form from the Clerk of the

District Court at the Riley County Courthouse, fill in the reason for suing in simple language, state the dollar amount claimed for damages, return the form to the clerk for filing and pay a \$39.00 filing fee if the claim does not exceed \$500 or \$59.00 if the claim exceeds \$500. The clerk will inform the tenant of the time the case will be heard by the judge, typically one to three weeks after filing. In a landlord-tenant case, the tenant should name as defendant the owner and/or agent who has been disclosed in the lease. Generally, no attorneys are permitted to represent either party at the hearing, although they may, and probably should, be consulted for advice on presentation of the claim, possible counterclaims, etc.

What to Expect in Court:

Since the judge will determine the validity of the claim from the evidence presented at the hearing, written material and/or witnesses should be presented. Written statements of witnesses are generally considered "hearsay" and will not be considered as evidence. Reluctant witnesses may be subpoenaed. The case should be organized and presented clearly, concisely, and without undue emotion.

Appealing

After the presentation of the plaintiff's claim, the judge and defendant may question the plaintiff. The defendant then presents any defense or counterclaim, and may then be questioned by the plaintiff and judge.

If the judge determines that the plaintiff's claim is valid, the judge may include payment of the filing fee as part of the judgment against the defendant. Though there is an absolute right of appeal from small claims court within ten (10) days, an attorney should be consulted before appealing because the party who appeals and loses on appeal generally pays the other party's attorney fees.

Payment of Judgement

If the judgment is not paid, the judgment creditor (the winner in Small Claims Court) is required to mail to the judgment debtor (the loser in Small Claims Court) within 15 days of the date of the judgment a form supplied by the court and to file proof of mailing with the court. The judgment debtor shall then submit to the clerk of the court, within 30 days after receipt of the form, a statement describing the debtor's

assets, property, employment and financial institutions. Failure to submit such information may result in a finding of contempt of court. Once the judgment creditor has the necessary information, the creditor may begin garnishment or attachment proceedings to recover the money owed.

COMMON PROBLEMS

CHAPTER 6

Roommate Moves Out or Does Not Move In: Although a roommate who signs the lease but does not stay or who never moves in is liable to the landlord for rent, usually the landlord will want the entire rent from the remaining tenants. If full rent is not paid, the tenants may be evicted. The remaining tenants must try to find a replacement but may have to get the landlord's consent. If a reasonable effort is made, but no replacement is found or the landlord will not consent, the only recourse is to sue the departed roommate for his or her share of the rent.

Landlord Abuses Access Rights: The landlord may enter only at a reasonable time, after reasonable notice and for a permissible purpose. If the landlord lets himself or herself in with a pass key and continues to do so despite requests to stop, the tenant should hire an attorney to assist them with termination the rental agreement or obtaining a court order prohibiting the wrongful conduct, and in either event, sue the landlord for damages.

No Written Lease and Landlord Wants to Raise Rent or Impose New Regulations: Most oral rental agreements are on a month-to-month basis. The landlord can raise rent as much as he or she wants as long as the landlord gives the required thirty (30) days written notice, unless the tenant can show retaliatory conduct. Thirty (30) days written notice in advance of the rent-paying day is also required for a change in regulations. If the rental agreement is for a specific term, even if the agreement is oral, an increase in rent or a substantial change in regulations is illegal without the tenant's consent. All regulations have to be reasonable, fairly explicit and applicable to all tenants equally.



Landlord will Not Make Repairs: If the landlord is legally obligated to make repairs and does not, the tenant has several options. First, the tenant should notify the landlord in writing, requesting repair of specific problems. The tenant should keep a copy of this letter for their records. If the landlord makes no attempt to address the request for repairs or if the problem is significant, the tenant should contact Code Services, 785-587-4506, and ask for a rental inspection. Finally, the tenant may send the landlord a 14/30 day letter specifying the problem(s) and stating that unless a good faith effort is initiated to remedy the situation by repairs or payment of damages within fourteen (14) days, the tenancy will terminate on a rental-paying date at least thirty (30) days after receipt of the notice. Finally, if the property is determined to be uninhabitable, the tenant may use the Manhattan escrow ordinance. The specific remedy will depend on the nature of the problem and the result desired.

Unfortunately, many of these kinds of cases end up in Small Claims Court so it is important to keep good records and take lots of pictures.

Landlord Will Not Return All or Portion of Security Deposit: The landlord must return the security deposit, or a written itemized statement of any deductions along with the balance of the security deposit, within thirty (30) days of the date of termination of the lease. If the landlord does not, the tenant can sue for the amount owed plus one and one-half (1 1/2) times the amount wrongfully withheld as damages.

The landlord is entitled to compensation if there are damages to the premises beyond normal wear and tear. Since normal wear and tear is difficult to determine, the tenant should try to inspect the premises with the landlord at the time of moving out to resolve any disputes. The condition of the premises upon termination should be compared with the inventory sheet completed at the beginning of the tenancy. It is helpful to take photos at both check in and check out.

Landlord Threatens Eviction If there Is Another Loud Party, Etc: The Act is not clear about what constitutes grounds for a termination upon a written notice. Normally, a tenant or landlord who is not complying with the lease or the Act in a substantial or important way for the first time must be given fourteen (14) days to remedy the situation, unless it is not remediable. The problem is in knowing what is a "material noncompliance" and what is not remediable. Those provisions in the lease or the regulations that are underlined or capitalized are generally considered important by the landlord, but the fact that something is not specifically mentioned in the lease does not mean that it is not important. If having loud parties is a material noncompliance, it is not clear whether the problem can be remedied by not having loud parties during the fourteen (14)-day period. The matter should be discussed with the landlord and specific guidelines agreed upon. Upon a second written notice of the same or a similar breach, no fourteen (14)-day "right to cure" period is permitted the breaching party.

Students should also keep in mind the [Party Shack statute](#) which affects their use of the premises. This statute disallows the inappropriate use of the dwelling for illegal activities including, but not limited to, drugs, underage consumption of tobacco and alcohol, gambling, and arguably loud parties. If students are caught engaging in these activities, landlords will most likely evict the students and they may face criminal charges.



Utility Bills Seem Excessive: This problem may be caused by the fact that the unit is all-electric and/or inadequately insulated, or that the cost of heating, lighting or cooling common areas such as hallways or laundry rooms is included in the bill. Tenants should check before renting to be sure that none of these problems exist. The tenant may not have a legal right to complain unless the landlord misrepresented the cost or failed to perform repair and maintenance duties.

RESOURCES

CHAPTER 7

Contact the appropriate agency for general information before problems arise or become too serious.

Code Enforcement Division. City Hall, 11th & Poyntz Avenue, 587-4506: enforces city housing codes; determines whether housing is substandard and if escrow ordinances may be used. <http://www.ci.manhattan.ks.us/index.asp?NID=259>

Consumer and Tenant Affairs office. Office of Student Activities & Services, K-State Student Union, 785-532-6541. Gives general landlord-tenant information; mediates roommate disputes www.ksu.edu/osas/

Healthy Decisions. Office of Student Activities and Services, K-State Student Union, 532-6541: Aid students in making healthy decisions to be successful while in college and after they graduate from K-State. www.k-state.edu/hd.

Housing and Credit Counseling, Inc. Assists the community by helping consumers achieve housing and financial goals and resolve related difficulties with dignity. 785-539-6666. www.hcci-ks.org

Human Resources. City Hall, 11th & Poyntz Avenue, 587-2441: investigates complaints of discrimination in violation of Manhattan ordinances. Resolution of the problem may be speedier than with Kansas Human Rights Commission. <http://www.ci.manhattan.ks.us/index.asp?nid=426>

Kansas Attorney General. Advocates for Kansas Residents on consumer related issues. <http://www.ksag.org/home/>

Kansas Human Rights Commission. Landon State Office Building, 900 S.W. Jackson Street, Suite 5685 S., Topeka, KS 66612-1258, 888-793-6874: investigates complaints about discrimination based on race, religion, color, sex, disability, familial status, national origin or ancestry. <http://www.khrc.net/>

Kansas Lawyer Referral Service. 1-800-928-3111. Provides referrals to the public seeking attorneys in Kansas. www.ksbar.org (public resources)

Manhattan Mercury. Great source for available housing. Check out their classifieds sections. www.themerucry.com

Off-Campus Housing Guide: Information to assist students in looking for off-campus housing. <http://www.k-state.edu/osas/Documents/Off%20Campus%20Housing.pdf>

Office of Student Life. Kansas State University 102 Holton Hall Manhattan, KS 66506. 785-532-6432: Advocates for students in crisis. <http://www.k-state.edu/studentlife/>

Riley County Courthouse. 500 Poyntz, Manhattan, Kansas. 785-537-6364
<http://www.rileycountyks.gov/index.asp?nid=190>

Student Legal Services. Office of Student Activities & Services, K-State Student Union, 532-6541. <http://www.k-state.edu/osas/>

HELPFUL DOCUMENTS

CHAPTER 8

1. 30 Day Notice to Terminate
2. 14/30 Day Notice of Landlord Noncompliance
3. 5 Day Notice – Landlord Failure to Deliver Premises
4. 5 Day Notice of Casualty
5. Maintenance Request Form
6. Lease Termination Agreement
7. Notice of Landlord Entry
8. Move-In Inventory List
9. Move-Out Inventory List
10. Apartment Expense Budget
11. Sample Roommate Agreement
12. Request for Return of Security Deposit

14/30 Day Notice of Landlord Noncompliance

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2559

Posted / Tacked at _____ Time / Date _____ Initials _____
Or
Personal Delivery to _____ Time / Date _____ Initials _____
Or
Mailed by Regular Mail Certified Mail _____ Time / Date _____ Initials _____
Or
Other _____ Time / Date _____ Initials _____

Witness/es _____

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

You are in serious noncompliance with our rental agreement and/or your legal responsibilities as a Landlord. The following conditions exist at the above premises and/or the following act(s) has/have occurred at the premises:

The violation(s) listed above constitute cause for termination of the rental agreement. **This notice is being provided on or before our rent-paying date of: _____.** The rental agreement will terminate upon the next rent-paying date, **not less than 30 days from the receipt of this notice.** I/We will vacate the premises on or before _____, **UNLESS:**

[] The violation(s) can be remedied. Suggested action to remedy: _____

Within 14 days, Landlord must provide Tenant verification that Landlord has remedied or has adequately initiated a good faith effort to remedy the violation(s).

[] The violation(s) cannot be remedied. I/We will vacate the premises by the date listed above. See explanation below:

This is the second notice for the same or similar violation. A 14-day opportunity to remedy the violation(s) is no longer available. Supporting statements

There is no remedy for this violation. There is no good faith effort that can be adequately initiated, towards remedy for this violation. **(Caution: this option should only be utilized in extreme situations for which there is no reasonable action that can redeem the tenancy.)** Supporting statements:

[] Additional supporting documentation is attached.

Failure to comply with this notice may result in a suit for damages being filed and/or other actions being taken against you as a result of your noncompliance. My/Our security deposit must be returned in accordance with Kansas law.

Tenant Signature _____ Date _____ Tenant Signature _____ Date _____

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HCCI counselors are not attorneys and do not provide legal advice.
HCCI forms provide a format which may be followed when drafting notices. Forms are created in accordance with Kansas law.

5 Day Notice - Landlord Failure to Deliver Premises

In accordance with Kansas Residential Landlord and Tenant Act, K.S.A. 58-2552, 58-2560

Posted / Tacked at _____ Time / Date _____ Initials _____
Or
Personal Delivery to _____ Time / Date _____ Initials _____
Or
Mailed by Regular Mail Certified Mail _____ Time / Date _____ Initials _____
Or
Other _____ Time / Date _____ Initials _____

Witness/es _____

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

You have failed to deliver the premises at (address) _____
on (date) _____ in accordance with our rental agreement and/or state law, as required in
K.S.A. 58-2552.

I/We demand performance of the rental agreement by (date) _____. Do note that according
K.S.A 58-2552 and 58-2560 rent is not owed until the unit is delivered in compliance with the rental
agreement and/or state law regarding the property and appliances. I/We have the right to recover
damages sustained because of your failure to deliver the premises as agreed.

OR

I/We give notice of my/our termination of the rental agreement effective at the end of a five-day period
beginning with your receipt of this notice on _____. K.S.A. 58-2560 requires you to
return my/our deposit and the full amount of rent I/we paid, a total of \$_____.

Additionally, your failure to deliver will cause me/us to suffer additional costs; therefore, I/we request a
total of \$_____ to compensate me/us for the additional costs (additional rent, moving expenses,
temporary living expenses, storage, etc.) _____

I/We expect to receive at my/our address, _____,
the total amount requested of \$_____ (entire deposit, all rent paid, listed damages) within
30 days of termination.

Should you fail to return the security deposit within 30 days of termination, K.S.A. 58-2550 permits me/us to
recover not only the security deposit wrongfully withheld, but an additional amount equal to one and one-
half times the amount wrongfully withheld.

K.S.A. 58-2560 says that if the landlord's failure to deliver possession is willful and not in good faith, the tenant
may recover one and one-half times a month's periodic rent or one and one-half times the actual damages
sustained, whichever is greater. If I/we timely receive possession of the rental unit as promised or the full
amount requested, I/we will not pursue the remedy for willful failure to deliver.

Tenant signature _____ Date _____ Tenant Signature _____ Date _____

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5 Day Notice of Casualty

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2562

Posted / Tacked at _____ Time / Date _____ Initials _____
Or
Personal Delivery to _____ Time / Date _____ Initials _____
Or
Mailed by Regular Mail Certified Mail Time / Date _____ Initials _____
Or
Other _____ Time / Date _____ Initials _____

Witness/es _____

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

On (date) _____, the premises I/we rent from you at
(address) _____

were damaged by fire or other casualty (describe) _____

to an extent that the use and habitability of the dwelling unit was substantially impaired. I/we hereby notify you that

I/we vacated the premises immediately following the fire/casualty and terminate the tenancy effective on the date of the fire/casualty. Please return my/our deposit of \$ _____ and my/our rent apportioned to that period following the fire/casualty, \$ _____.

Please send a total of \$ _____, as required by KSA 58-2562, to the address below.

or

I/we vacated the part of the premises rendered unusable and request a credit to rent based on the fair market value of the reduced services effective from the date the casualty was first reported _____ until _____ (Describe how damage amount determined: diminished use based on % of reduced sq. footage, % of reduced number of rooms, % of days in rental period.) _____

Please credit \$ _____ to rent as required by KSA 58-2562(2).

Sincerely,

Tenant signature

Tenant printed name Date

Tenant signature

Tenant printed name Date

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Maintenance Request Form

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2553

Posted / Tacked at _____	Time / Date _____	Initials _____
Or Personal Delivery to _____	Time / Date _____	Initials _____
Or Mailed by <input type="checkbox"/> Regular Mail <input type="checkbox"/> Certified Mail	Time / Date _____	Initials _____
Or Other _____	Time / Date _____	Initials _____
Witness/es _____		

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

Written maintenance requests provide a good record for the tenant and a good reminder and record for the landlord. Kansas Law (KSA 58-2557) provides that a landlord must have the tenant's consent to enter the tenant's home, and entry must be at a reasonable time after reasonable notice has been given. The optional sentence allows tenant/s to provide contact information if tenant/s wish to be home when the maintenance is done.

The following maintenance and/or repairs are needed at the premises I/we rent from you at

(address of rental unit) _____.

- 1
- 2
- 3
- 4
- 5
- 6
- 7

(Option: I/We would like to be at home when the maintenance work is done. I/We can arrange to be there or have someone there (days, times) _____. You may reach me/us at the numbers below to make arrangements.

Contact number/time: _____

Contact number/time: _____

Tenant signature _____ Date _____ Tenant signature _____ Date _____

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Lease Termination Agreement

Posted / Tacked at _____ Time / Date _____ Initials _____
Or
Personal Delivery to _____ Time / Date _____ Initials _____
Or
Mailed by Regular Mail Certified Mail Time / Date _____ Initials _____
Or
Other _____ Time / Date _____ Initials _____

Witness/es _____

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

Tenant/s, _____,
Of (address of rental property) _____
and Landlord, _____,
are parties to a lease agreement dated (month/day/year) _____.

Both Landlord and Tenant/s agree that all rights and obligations under this Lease shall be canceled, except \$ _____ rent, which shall be paid by Tenant/s to Landlord on or before the agreed upon termination date of (month/day/year) _____.

Tenant/s will vacate the premises on or before the termination date and deliver possession to the Landlord in as good a condition as when rented – normal wear and tear excepted, free of the Tenant's personal property, waiving all further rights to possession. Return of security deposit and/or an itemized list of amounts withheld shall be made in accordance with KSA 58-2550(b).

Tenant Date Landlord Date

Tenant Date

forwarding address:

Tenant's

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1195 SW Buchanan, Topeka, KS 66604 (785) 234-0217 (800) 383-0217 www.hcci-ks.org

Notice of Landlord Entry

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2557

Posted / Tacked at _____ Time / Date _____ Initials _____
Or
Personal Delivery to _____ Time / Date _____ Initials _____
Or
Mailed by **Regular Mail** **Certified Mail** _____ Time / Date _____ Initials _____
Or
Other _____ Time / Date _____ Initials _____

Witness/es _____

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

I/We am writing to inform you that you are in violation of section 58-2557 of the Kansas Residential Landlord and Tenant Act by entering the premises that I/we rent from you without giving prior notice and obtaining my/our consent. A copy of KSA 58-2557 is attached for your reference.

This letter is to request that I/we be given a minimum of twenty-four (24) hours notice prior to your entry onto the premises. For me/us, reasonable times for entry are: _____

You may notify me/us by: phone, in person, mail, email

_____ information

Contact

Any future violations of section 58-2557 could result in legal action as provided for under the Kansas Residential Landlord and Tenant Act, KSA 58-2571.

Sincerely,

Tenant signature Date Tenant signature Date

See attached KSA 58-2557, KSA 58:2571.

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HCCI counselors are not attorneys and do not provide legal advice.

HCCI forms provide a format which may be followed when drafting notices. Forms are created in accordance with Kansas law.

KSA 58-2557. Landlord's right to enter; limitations.

- (a) The landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.
- (b) The landlord may enter the dwelling unit without consent of the tenant in case of an extreme hazard involving the potential loss of life or severe property damage.
- (c) The landlord shall not abuse the right of access or use it to harass the tenant.

History: L. 1975, ch. 290, § 18; July 1

58-2571. Tenant's refusal to allow lawful access; remedies; landlord's unlawful or unreasonable entry; remedies.

- (a) If the tenant refuses to allow lawful access to the dwelling unit, the landlord may obtain injunctive relief to compel access, or may terminate the rental agreement. In either case, the landlord may recover actual damages.
- (b) If the landlord makes an unlawful entry, or a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful but which have the effect of unreasonable harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or may terminate the rental agreement. In either case, the tenant may recover actual damages.

History: L. 1975, ch. 290, § 32; July 1

Move-In Inventory List

Use this report to record the condition and contents for your unit when you move in and before moving out. If you mark anything as being either dirty or damaged place the corresponding number on the back of this sheet and describe it fully. Use the blank before each item to indicate how many. Have the manager or landlord sign your copy.

		Dirty		Damaged			Dirty		Damaged	
		Y	N	Y	N		Y	N	Y	N
<u>Living Room</u>										
_Couch.....	1	___	___	___	___					
_Chair.....	2	___	___	___	___					
_End Table.....	3	___	___	___	___					
_Floor lamp.....	4	___	___	___	___					
_Easy chair.....	5	___	___	___	___					
_Coffee table.....	6	___	___	___	___					
_Light fixtures.....	7	___	___	___	___					
_Rug or carpet.....	8	___	___	___	___					
_Drapes or curtains...	9	___	___	___	___					
_Floor.....	10	___	___	___	___					
_Walls.....	11	___	___	___	___					
_Ceiling.....	12	___	___	___	___					
_Windows.....	13	___	___	___	___					
_Air Vents/ducts...	14	___	___	___	___					
Other_____	15	___	___	___	___					
<u>Bedroom</u>										
_Bed frames.....	16	___	___	___	___					
_Headboards.....	17	___	___	___	___					
_Mattress.....	18	___	___	___	___					
_Mattress cover.....	19	___	___	___	___					
_Bed springs.....	20	___	___	___	___					
_Dresser.....	21	___	___	___	___					
_Night stand.....	22	___	___	___	___					
_Mirror.....	23	___	___	___	___					
_Light Fixture.....	24	___	___	___	___					
_Rug or carpet.....	25	___	___	___	___					
_Drapes or curtains..	26	___	___	___	___					
_Floor.....	27	___	___	___	___					
_Walls.....	28	___	___	___	___					
_Ceiling.....	29	___	___	___	___					
_Windows.....	30	___	___	___	___					
_Air vents/ducts.....	31	___	___	___	___					
Other_____	32	___	___	___	___					
<u>Bedroom</u>										
_Bed frames.....	33	___	___	___	___					
_Headboards.....	34	___	___	___	___					
_Mattress.....	35	___	___	___	___					
_Mattress cover.....	36	___	___	___	___					
_Bed springs.....	37	___	___	___	___					
_Dresser.....	38	___	___	___	___					
_Night stand.....	39	___	___	___	___					
_Mirror.....	40	___	___	___	___					
_Light Fixture.....	41	___	___	___	___					
_Rug or carpet.....	42	___	___	___	___					
_Drapes or curtains..	43	___	___	___	___					
_Floor.....	44	___	___	___	___					
_Walls.....	45	___	___	___	___					
_Ceiling.....	46	___	___	___	___					
_Windows.....	47	___	___	___	___					
_Air vents/ducts.....	48	___	___	___	___					
Other_____	49	___	___	___	___					
<u>Kitchen</u>										
_Working stove.....	50	___	___	___	___					
_Working oven.....	51	___	___	___	___					
_Oven racks.....	52	___	___	___	___					
_Broiler pan.....	53	___	___	___	___					
_Working refrigerator.....	54	___	___	___	___					
_Ice trays.....	55	___	___	___	___					
_Working sink.....	56	___	___	___	___					
_Working garbage disposal.....	57	___	___	___	___					
_Counter tops.....	58	___	___	___	___					
_Range hood with working fan..	59	___	___	___	___					
_Working dishwasher.....	60	___	___	___	___					
_Hot and cold running water....	61	___	___	___	___					
_Drawers.....	62	___	___	___	___					
_Dinette table.....	63	___	___	___	___					
_Dinette chairs.....	64	___	___	___	___					
_Light fixtures.....	65	___	___	___	___					
_Floor.....	66	___	___	___	___					
_Walls.....	67	___	___	___	___					
_Ceiling.....	68	___	___	___	___					
_Windows.....	69	___	___	___	___					
_Air vents/ducts.....	70	___	___	___	___					
Other_____	71	___	___	___	___					
<u>Bathroom</u>										
_Towel Racks.....	72	___	___	___	___					
_Tissue holder.....	73	___	___	___	___					
_Mirror.....	74	___	___	___	___					
_Medicine Cabinet.....	75	___	___	___	___					
_Counter top.....	76	___	___	___	___					
_Working sink.....	77	___	___	___	___					
_Working tub/shower.....	78	___	___	___	___					
_Toilet seat.....	79	___	___	___	___					
_Shower curtain/doors.....	80	___	___	___	___					
_Cabinet.....	81	___	___	___	___					
_Light fixture.....	84	___	___	___	___					
_Hot and cold running water....	85	___	___	___	___					
_Floors.....	86	___	___	___	___					
_Walls.....	87	___	___	___	___					
_Windows.....	88	___	___	___	___					
_Air vents/ducts.....	89	___	___	___	___					
Other_____	90	___	___	___	___					
<u>Miscellaneous</u>										
_Door key.....	91	___	___	___	___					
_Mail box.....	92	___	___	___	___					
_Mail box key.....	93	___	___	___	___					
_Window screens.....	94	___	___	___	___					
_Thermostat.....	95	___	___	___	___					
Other_____	96	___	___	___	___					
						Does the heat work properly?	_____			
						Does the air conditioner work?	_____			

Move-Out Inventory List

Use this report to record the condition and contents for your unit when you move in and before moving out. If you mark anything as being either dirty or damaged place the corresponding number on the back of this sheet and describe it fully. Use the blank before each item to indicate how many. Have the manager or landlord sign your copy.

	<u>Dirty</u>		<u>Damaged</u>			<u>Dirty</u>		<u>Damaged</u>	
	Y	N	Y	N		Y	N	Y	N
<u>Living Room</u>					<u>Kitchen</u>				
_Couch.....	1	---	---	---	_Working stove.....	50	---	---	---
_Chair.....	2	---	---	---	_ Working oven.....	51	---	---	---
_End Table.....	3	---	---	---	_Oven racks.....	52	---	---	---
_Floor lamp.....	4	---	---	---	_Broiler pan.....	53	---	---	---
_Easy chair.....	5	---	---	---	_Working refrigerator.....	54	---	---	---
_Coffee table.....	6	---	---	---	_Ice trays.....	55	---	---	---
_Light fixtures.....	7	---	---	---	_Working sink.....	56	---	---	---
_Rug or carpet.....	8	---	---	---	_Working garbage disposal.....	57	---	---	---
_Drapes or curtains...	9	---	---	---	_Counter tops.....	58	---	---	---
_Floor.....	10	---	---	---	_ Range hood with working fan..	59	---	---	---
_Walls.....	11	---	---	---	_Working dishwasher.....	60	---	---	---
_Ceiling.....	12	---	---	---	_Hot and cold running water....	61	---	---	---
_Windows.....	13	---	---	---	_Drawers.....	62	---	---	---
_Air _Vents/ducts...	14	---	---	---	_Dinette table.....	63	---	---	---
Other_____	15	---	---	---	_Dinette chairs.....	64	---	---	---
<u>Bedroom</u>					<u>Bathroom</u>				
_Bed frames.....	16	---	---	---	_Towel Racks.....	72	---	---	---
_Headboards.....	17	---	---	---	_Tissue holder.....	73	---	---	---
_Mattress.....	18	---	---	---	_Mirror.....	74	---	---	---
_Mattress cover.....	19	---	---	---	_Medicine Cabinet.....	75	---	---	---
_Bed springs.....	20	---	---	---	_Counter top.....	76	---	---	---
_Dresser.....	21	---	---	---	_Working sink.....	77	---	---	---
_Night stand.....	22	---	---	---	_Working tub/shower.....	78	---	---	---
_Mirror.....	23	---	---	---	_Toilet seat.....	79	---	---	---
_Light Fixture.....	24	---	---	---	_Shower curtain/doors.....	80	---	---	---
_Rug or carpet.....	25	---	---	---	_Cabinet.....	81	---	---	---
_Drapes or curtains..	26	---	---	---	_Light fixture.....	84	---	---	---
_Floor.....	27	---	---	---	_Hot and cold running water....	85	---	---	---
_Walls.....	28	---	---	---	_Floors.....	86	---	---	---
_Ceiling.....	29	---	---	---	_Walls.....	87	---	---	---
_Windows.....	30	---	---	---	_Windows.....	88	---	---	---
_Air vents/ducts.....	31	---	---	---	_Air vents/ducts.....	89	---	---	---
Other_____	32	---	---	---	Other _____	90	---	---	---
<u>Bedroom</u>					<u>Miscellaneous</u>				
_Bed frames.....	33	---	---	---	_ Door key.....	91	---	---	---
_Headboards.....	34	---	---	---	_Mail box.....	92	---	---	---
_Mattress.....	35	---	---	---	_Mail box key.....	93	---	---	---
_Mattress cover.....	36	---	---	---	_Window screens.....	94	---	---	---
_Bed springs.....	37	---	---	---	_Thermostat.....	95	---	---	---
_Dresser.....	38	---	---	---	Other _____	96	---	---	---
_Night stand.....	39	---	---	---					
_Mirror.....	40	---	---	---					
_Light Fixture.....	41	---	---	---	Does the heat work properly?	_____			
_Rug or carpet.....	42	---	---	---	Does the air conditioner work?	_____			
_Drapes or curtains..	43	---	---	---					
_Floor.....	44	---	---	---					
_Walls.....	45	---	---	---					
_Ceiling.....	46	---	---	---					
_Windows.....	47	---	---	---					
_Air vents/ducts.....	48	---	---	---					
Other_____	49	---	---	---					

Apartment Expenses Budget

Initial Costs	
Apartment Deposit	
Telephone Hookup	_____
Utilities Deposit	_____
Cable Hookup	_____
Furnishings, basic supplies, appliances	_____
<i>Total of your shared costs</i>	_____
Monthly Costs	_____
Rent	
Utilities	
Cable (basic service)	_____
Cable (extra pay channels)	_____
Telephone (monthly charge)	_____
Internet (monthly charge)	_____
Shared food, basic supplies	_____
<i>Total of your shared costs</i>	_____
Monthly Budget	_____
Long Distance Calls	
Food (include snacks, sodas, meals out)	_____
Toiletries	_____
Laundry	_____
<i>Total of your personal costs</i>	_____
Total	_____

Sample Roommate Agreement

This agreement made this _____ day of _____, 20____,
is made by and between ___(List roommates)_____ WHEREAS the parties hereto have, on the ___ day of
____, 20____, signed a lease for (address) for a term lasting from ___ to ___ a copy of which is
attached hereto, and plan to
reside on said premises; and WHEREAS, the parties wish to provide for the sharing of
responsibilities in the renting of said premises;

IT IS THEREFORE AGREED THAT:

Each of the parties shall follow the rules and conditions set out in the attached lease

Each of the parties shall pay One-____ (1/_)*** of the following expenses incurred in relation to
the leased premises (list expenses). If any of the parties pays more than one-__ (1/__)
share, the other party shall reimburse the first party.

Each party shall pay for long distance telephone calls he/she makes

One-__ (1/_) of the damage deposit is the property of each of the parties.

Each of the parties shall remain a resident of the premises during the term of the lease, or to
continue to pay his/her share of the rent during said term, unless the following conditions
are met:

- a) the party, at his/her expense, locates a Tenant to sublet his/her share, said Tenant
being acceptable to the other parties to this agreement; and
 - b) written consent to sublet is obtained from the owner/manager of the premises.
- 6.) Repairs or improvements to the premises, the cost of which is to be shared by the parties, in
excess of \$_____ in cost, shall be approved in advance.
- 7.) If pets are permitted under the lease, each pet owner shall be solely responsible for all
damages caused by his/her pet. This includes, but is not limited to, damage to furniture,
carpeting, doors, lawn and garden.
- 8.) Additional remarks

Each Roommate Sign Below

***The One-__ (1/__) is one divided by the number of roommates.

For example, in a household with three roommates each member's share is 1/3 or one-third.

Request for Return of Security Deposit

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2550(b)

Posted / Tacked at _____ Time / Date _____ Initials _____
Or
Personal Delivery to _____ Time / Date _____ Initials _____
Or
Mailed by Regular Mail Certified Mail Time / Date _____ Initials _____
Or
Other _____ Time / Date _____ Initials _____

Witness/es _____

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

On _____, I/We vacated the property we rented Date
from you at _____
Address of Rental Unit

and returned possession (the keys) to you.

I/We (check appropriate box)

- returned the unit in "as good a condition as when received, but for normal wear and tear"
- agree that I am/we are responsible for reasonable costs for damages/repairs over and above normal wear and tear **attributable to my/our tenancy**. (list damages/repairs)

I/We request the amount of \$ _____ be returned to me/us within 30 days at the following address:

Sincerely,

Tenant Signature Date

Tenant Printed Name Date