

The Office of Consumer
and Tenant Affairs

Off-Campus Housing Guide



Take your housing into your own hands

Consumer and Tenant Affairs

Office of Student Activities and Services
809 K-State Student Union
Manhattan, KS 66506-2800
Office: (785) 532-6541
www.ksu.edu/osas/cta.htm



Table of Contents

Living Happily: Find a Good Landlord	3
Living Healthy: Code Services	4
Moving In- Move-In Inventory	5
Moving In- Move-In Checklist	5
Living Safely: Renter's Insurance	6
Living Safely: Temporary Absence	6
Living with Conflict: Landlords, Roommates	7
Moving Out	8
Living Under the Law	9
Emergency Contact Information	10
Appendices	
Move-In: Inventory Sheet	12
Move-Out: Inventory Sheet	14
Maintenance Request Sheet	16
Roommate Agreement	17

In no way shape or form is this legal advice. The ideas and suggestions in this booklet solely provide suggestions for housing per common previous complaints received by the office.

Living Happily

Find a Good Landlord

Finding a good landlord can make or break your entire off-campus living experience. Students have a lot to concentrate on when going to college and worrying about their relationship with their landlord should be avoided as much as possible. Among other things, a good landlord should be responsive to calls for maintenance, treat tenants with respect, easy to contact, and comply by the terms of the lease. To avoid having a bad experience, do your homework on possible landlords before you sign a lease.



Checklist for landlords

- Ask for references. When they give you references, ask each reference for five more people they could speak to who have rented from the landlord.
- Check out “rate-your-apartment” websites to see what other student have experienced. Websites students at K-State are referred to include:
 - Apartmentratings.com
 - Apartmentreviews.net
 - Ratemyapartment.com
 - Residentapproved.com
- Check out Facebook. Students today are creating “rate your landlord” sites on Facebook to state their experiences with rental companies and landlords in town.
- Ask people in the community about the reputation of the landlords.



Healthy Living

Code Services

The city of Manhattan has passed laws which mandate the condition of off-campus dwellings. These laws, further referred to as codes, must be followed for the house to legally be rented. Code is enforced by Code Services, a branch of the Fire Department in Manhattan. Codes are designed to protect the health and safety of tenants. Information on codes for the city of Manhattan can be found on the city of Manhattan website, www.ci.manhattan.ks.us. Students should review codes and watch for code violations as they search for housing.



Possible Code Violations

The following is a list of possible code violations. Students should call Code Services, (785) 587-4506 and confirm with them the violation before they make accusations.

- Holes in walls
- Visible wiring or insulation should no show on the walls
- Windows smaller than the required minimum four square feet or lack of windows in all rooms except the bathroom
- More than four unrelated persons occupying any one dwelling unit
- Ceilings shorter than seven feet tall
- Rooms smaller than 70 square feet
- Lack of hot and cold running water in both the kitchen and bathroom sinks
- Mold—in any shape or form-in the dwelling unit
- Lack of smoke detectors

Moving-In

Move-In Inventory

Once you have found a place to live, the State of Kansas mandates that tenants and landlords are to walk through the rental dwelling together and inventory the condition of the apartment upon move-in. This walk-through is to be completed within five days of the initial date of occupancy. This is designed to protect the interests of both parties by documenting all pre-existing damages. Upon move-out this document will be used to judge the amount, if any, is to be kept by the landlord for damages incurred to the dwelling during tenancy. A move-in inventory is provided in the appendix of this booklet. Also, check out the checklist below for some helpful hints.



Utilities, Roommates

After you move in, make certain you turn on all utilities and change your address to your new residence. If you have roommates, consider filling out a roommate agreement. This agreement is a contract between roommates which records exactly expectations and duties as discussed and agreed upon. Roommate agreement can be found in the appendix of this booklet.



Move-In Checklist

- Make certain each party receives a copy of the move-in inventory for their records. This protects against possible loss or damage to the document.
- Be VERY detailed when documenting pre-existing damages. Photos or video are very helpful in documenting damages which are difficult to explain or describe. Remember a picture is worth a thousand words!
- If the landlord does not wish to complete the walk through with you, make certain you complete the check-in inventory within five days of moving in, copy the inventory, and mail a copy of the inventory to the landlord.
- Complete a Roommate Agreement.
- Turn on utilities and change address to new residence.

Living Safely

Renters Insurance

A common misconception is that the landlord's insurance will cover tenant's personal possessions in the event of a loss. To the surprise of many tenants, the landlord's insurance neither covers any of tenant's belongings nor provides protection for any damage the tenant may incur to the dwelling during tenancy. Some students may still be covered under their parent's homeowner's insurance, but students should take precautionary measures to make certain they are covered. If they are not, this type of insurance is very inexpensive and easily accessible. Your insurance agent should be able to assist you chose the appropriate amount of coverage.



Temporary Absence

If you go home over break or leave for vacation make certain you take precautionary steps to avoid difficulties upon return:



Temporary Absence Checklist:

- Have your mail held for you until your return for short absences, or have it forwarded if you will be gone for an extended period of time. You can do this online or at the post office.
- Consider turning off water if no one will be at the dwelling during your extended absence.
- Consider turning down the air conditioner or heater.
- Do not leave a message on your answering machine that you are on vacation.
- Lock all doors and windows, make certain you turn off all appliances including coffee pots, curling irons, oven, and stove.
- Inform your landlord if you expect to be gone for a period longer than seven days.



Living with Conflict

Conflict with the Landlord

Maintenance issues are sure to arise when renting. It is helpful for tenants and landlords to discuss an official method for reporting maintenance issues and processes for getting them resolved. Some landlords simply request a phone call for notification, others request emails, and others request you stop by and inform them. These are all good methods, but it may be additionally helpful to send a maintenance request letter to provide something tangible for the landlord's records and reference. In the Appendix is a sample maintenance letter tenants can send to their landlord if maintenance needs arise.



For simplicity's sake, it is helpful if there are multiple roommates to designate one roommate to discuss/report issues to the landlord. This reduces possible miscommunication and repeated phone calls.

If expectations are not met, on either end, conflict with landlords can become heated. Keep in mind that communication is the key to working with most people. Speaking politely, but firmly, with the landlord will produce better results than hot-tempered words and unkind remarks.



Conflict with Roommates

Everyone is raised in different homes, with different values, and different standards of living. When living with persons from different backgrounds, differences may result in conflict. To avoid some conflict, it may be helpful to initially discuss with roommates expectations and delegate responsibilities upon moving in. As discussed on page five, a roommate agreement can provide a reference for those things discussed and agreed upon.

Questions for Roommates

- What if I go home for the summer, how will utilities be divided up?
- How do you feel about subleasing?
- How will we divide the household duties?
- How often will we be responsible for completing our duties?
- Who will be in charge of collecting and paying for rent and utilities?
- How are will we divide the utilities?
- How do you feel about people over at our house?
- How do you feel about me using your belongings?

Moving Out

Termination of Tenancy

Each lease has different specifications and terms. The manner in which you terminate your agreement is dependent upon the term of the lease and any specifications stated in the lease. Annual leases are the most common leases in Manhattan and will only be discussed from this point forward; any further questions regarding other leases can be answered by the Director of Consumer and Tenant Affairs. According to the Kansas Residential Landlord Tenant Act, tenants do not have to provide a notice for termination of tenancy. However, some landlords may specify in their leases that tenants are to notify them of intent to move-out within a specific period of time or automatically renew their leases. If this is not known to the tenant, they can incur severe financial difficulties if their lease automatically renews.

Move-Out Inventory

Unlike moving-in, there is no legally required check-out to be done by landlord and tenant. Although not required, it is suggested for the tenant to initiate a move-out inventory of the dwelling with the landlord to finalize and document the state of the dwelling. If the landlord does not agree to a move-out checkout, the tenant should complete a checkout themselves and document the state of the dwelling. Again, as with move-in, it is helpful to take pictures or video. Make a copy of the inventory and mail it to the landlord for their record.



Security Deposit

Per the Kansas Residential Landlord Tenant Act, the landlord is legally required to return the tenant their security deposit within 30 days of the termination of tenancy. If the landlord has decided to keep any portion of the security deposit, the landlord must send within that 30 day period a list stating the specific deductions from the security deposit. If either of the itemized list or security deposit is not received within the 30 day period, the tenant has the right to damages. See the Director of Consumer and Tenant Affairs for further information.



Move-Out Checklist:

- Forward your mail to your new residence
- Turn off utilities or transfer them to the new tenant, return keys
- Clean house from top to bottom, leave it spotless
- Request a move-out check-out with landlord. If not granted conduct an inventory of the premises and send a copy to the landlord
- Ask landlord specifically what you need to do to receive your entire security deposit returned

Living Under the Law

Kansas Residential Landlord Tenant Act (KRLTA)

The KRLTA regulates the landlord-tenant relationship. Statutes in this act govern the termination of tenancies, return of security deposit, landlord and tenant responsibilities, and remedies for violation of law or contract. This act can be found on the HCCI website, www.hcci-ks.org.

Other applicable statutes in KRLTA

- Leases are binding whether oral or written.
- The landlord has the right to evict the tenant if rent is not paid within three days of the rent paying date.
- The tenant may not have to sign the lease to be legally bound to the agreement. If the landlord signs and delivers the lease to the dwelling and the tenant then pays rent, the payment of rent demonstrates compliance and will bind the tenant to the agreement.
- The landlord **MUST** return security deposit to the tenant within thirty days of the termination of tenancy or an itemized list stating reasons for keeping any portion of the security deposit.



City Ordinances

Each city has specific laws which govern behaviors for city residents. In the city of Manhattan there are regulations on noise and property maintenance which may apply to tenants. To avoid unintentional illegal activity tenants should be aware of the regulations to avoid consequences for violation.



It is under City Ordinances where Codes are found. Again, the city of Manhattan has deemed rental dwelling units must meet specific requirements to be legally rented to tenants. Tenants should be aware of these codes to prevent renting a potentially health hazardous or dangerous dwelling.

Lease

Finally, each lease, once signed, is legally binding to parties involved. Tenants should read and understand each clause of the lease to gain a complete understanding of expectations and obligations they commit to when signing a lease. Tenants are legally bound to all parts of the lease whether or not read and may suffer consequences if not followed. Keep in mind the lease is subject to negotiation before signing. If the landlord, upon advertising the apartment, verbally agrees to make repairs, make certain you add the repairs to the lease to legally bind the landlord to their promise. If both parties agree to omit a clause in the lease, parties may cross out such portion of the lease and both initial it to signify omission.

Contact Information

City of Manhattan

Non-emergency numbers

Fire Department of Manhattan	(785) 587-4500
Ambulance Riley County.....	(785) 539-3535
Police Riley County	(785) 537-2112
Code Services.....	(785) 587-4506

Utilities

Westar Energy.....	(800) 383-1183
Kansas Gas Service	
.....Gas Leak Emergencies.....	(888) 482-4950
.....Customer Service.....	(800) 794-7480
SBC Kansas (Telephone).....	(800) 342-5792
Water	(785) 587-2480
Cox Communications.....	(888) 438-6673

University Offices

KSU Police Department	(785) 532-6412
Lafene Health Center	(785) 532-6544
Legal Services	(785) 532-6541
Office of Consumer and Tenant Affairs.....	(785) 532-6541
Office of Student Life	(785) 532-6432
Safe Ride	(785) 539-0480
Tutoring Services	(785) 532-5703
University Counseling Services	(785) 532-6927
WildCat Walk	(785) 395-SAFE

Appendices

Inventory List (Check in)

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>	
		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	---	---	---	---

Kitchen

Dirty Damaged
Y N Y N

_ 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	___	___	___	___

Bathroom

_ 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	___	___	___	___

Miscellaneous

_ Door key.....	91	___	___	___	___
_ Mail box.....	92	___	___	___	___
_ Mail box key.....	93	___	___	___	___
_ Window screens.....	94	___	___	___	___
_ Thermostat.....	95	___	___	___	___
Other _____	96	___	___	___	___

Does the heat work properly? _____
Does he air conditioner work? _____

Inventory List (Check Out)

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>	
		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	___	___	___	___

Kitchen

Dirty Damaged
Y N Y N

_ Working stove.....	50	___	___	___	___
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_ Oven racks.....	52	___	___	___	___
_ Broiler pan.....	53	___	___	___	___
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_ 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	___	___	___	___

Bathroom

_ 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	___	___	___	___

Miscellaneous

_ Door key.....	91	___	___	___	___
_ Mail box.....	92	___	___	___	___
_ Mail box key.....	93	___	___	___	___
_ Window screens.....	94	___	___	___	___
_ Thermostat.....	95	___	___	___	___
Other _____	96	___	___	___	___

Does the heat work properly? _____
Does he air conditioner work? _____

Maintenance Request Notice

NOTE TO TENANTS: Maintenance requests are usually not required by law to be in writing, but many leases require them. Either way, written maintenance requests provide a good record for you and a good reminder for the landlord. Kansas Law (K.S.A. 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. The optional sentence below is a good idea if you want to be at home within the maintenance is done. For specific legal situations or questions, do consult an attorney.

_____ (DATE) _____

Dear _____ (LANDLORD) _____:

The following item(s) need to be repaired at my house/apartment/trailer at _____ (ADDRESS) _____.

(LIST ITEMS)

(Option: I would like to be at home when the maintenance work is done. I can arrange to be there or have someone there _____ (WHEN) _____. You can reach me at (PHONE NUMBER AND WHEN YOU WILL BE THERE) to make arrangements.

Thank You,

_____ (TENANT) _____

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 ex-
penses 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 par-
ties.

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 in-
cludes, 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.*

Notes

Notes

For questions or more information, call the Director of Consumer and Tenant Affairs at 785-532-6541 or visit our the Office of Student Activities and Services located in the ground floor of the Union.

www.ksu.edu/osas/cta.htm