

The Rental Process

The Rental Application

Most landlords require a rental application be completed and an application fee of \$8 to \$25 to be paid before considering you for tenancy. These fees are to pay for a credit check and a background check. Maintaining good credit and a good rental history are essential in obtaining housing.

The Lease or Rental Agreement

Review the lease carefully, if there is something you do not understand ask the landlord or manager to explain it to you, or take the lease to someone you trust to go over it with you.

Make certain all the blanks are filled in before you sign anything.

Do not move in and start paying rent before you have approved the lease. Leases with only the landlord's signature can be enforceable when the tenant has a copy and has paid rent without reservation. If you landlord sends you a signed lease with instructions to sign it, don't sign unless you agree on the terms. If you don't sign, write the landlord a letter immediately saying that you didn't sign the lease and explaining what you want changed. You can even send your own lease and ask your landlord to sign it instead. If you do this, you won't be bound by the landlord's lease until you and the landlord agree on a lease and sign it.

If you break your lease by moving out before your lease is up you are responsible for any rent due until the end of the lease.

Deposits

A security deposit of up to one full month's rent can be charged to cover any damages caused by the tenant. One and one half month's rent can be charged if the dwelling is furnished.

A pet deposit of one half month's rent can be charged to cover any damages caused by the pet, only one half month's rent can be charged whether you have one pet or six pets.

If the deposit(s) do not cover the amount of damages at the time of move out the landlord can take you to court to receive the difference in the cost of the damages. If the deposit(s) were non-refundable the landlord probably not be able to receive any compensation for excess damages.

Tenant Responsibilities

- Review lease carefully before signing
If you do not sign the lease but pay the deposit and/or rent you have agreed to the lease the same as if you had signed it
- Do a walk through with the landlord within 5 days of moving in (KRLTA 58-2548)¹
- Report maintenance problems to the landlord immediately i.e. problems with toilet, problems with water, heat etc.
- Abide by the terms of your rental agreement
- Respect your neighbors
- If you or a guest cause damage you are responsible for repairs
- You are responsible for keeping the premises clean and sanitary
- You must allow the landlord entry at reasonable hours after reasonable notice (KRLTA 58-2557 sub section a,) the landlord may enter without consent in case of extreme hazard (KRLTA 58-2557 subsection b)
- If in an apartment complex you are responsible for knowing and abiding by all rules and regulations
- Use appliances properly and for the purpose in which they were intended to be used
- You can not withhold rent because repairs have not been made
You may sue for damages and back rent if the landlord refuses to make repairs "materially affecting" health and safety as long as you have not withheld rent (implied warranty of habitability established by the Kansas Supreme Court)
- Fulfill the term of lease and provide written notice 30 days prior to moving
- Do not permit or perform any unlawful acts on or about the property
- You are responsible for paying your rent on time without demand or notice (KRLTA 58-2545 subsection c)

¹ KRLTA – Kansas Residential Landlord Tenant Act

Tenant Rights

- The right to a copy of the lease and the walk through list
- You are entitled to a rental agreement which does not require you to give up any of your rights according to the Landlord/Tenant Act
- You have the right to a move-in and move-out inspection (walk through) completed with the manager or landlord
- You have the right to a decent, safe and sound dwelling
- You have a right to repairs in a timely manner
- You have the right to be notified 24 hours in advance before your manager/landlord enters your rental unit. Your manager/landlord can only enter your rental unit with good cause
- You have the right to have received, or know the disposition of, your security deposit within 30 days of move out or lease termination date
- If disabled you have the right to have reasonable modifications made to the rental unit, at your expense, to allow you full use and enjoyment of that unit (FFHA Sec. 804 [42 U.S.C. 3604] subsection 3 A)² and reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling (FFHA Sec. 804 [42 U.S.C. 3604] subsection 3 B) i.e. a service animal must be allowed even if there is a no pets policy and no pet deposit would be required

² FFHA – Federal Fair Housing Act

Notices To Quit

From the Tenant

30-Day Notice

If you are renting month-to-month you are required to give written notice at least 30 days in advance of a rent paying date, saying you are planning on moving out. Key words are **written** (no exception) and **rent-paying date** (no other dates will do unless the tenant and landlord agree). This applies whether the rental agreement is written or verbal (KRLTA 58-2570).

14 /30-Day Notice

This notice is tied to rent-paying dates and can be given by a tenant to a landlord when the landlord is in violation of some maintenance or rental agreement responsibility. This type of notice must be given on or before a rent paying date, stating what items the landlord needs to take care of, and giving the landlord at least 14 days to take care of the items or at least begin a "good faith" effort to do so. The notice should further state that if these items are not taken care of within the 14 days, the tenant will be leaving on the 30th day (or the next rent-paying date, whichever comes later). If the items are taken care of or at least a "good faith" effort has begun, the tenant stays. If the items are not taken care of the tenant goes. This type of notice can be used to legally break a lease. If it is used and the landlord does not comply, the tenant can not only move out and owe no further rent, but also has the right to the return of the security deposit less any deductions that might have been considered under normal circumstances.

5-Day Notices

Kansas law provides that if a rental unit is not ready for move-in as promised (in accordance with state law, local codes, and the rental agreement), tenants can give a 5-day written notice, move out (if they ever moved in), have all prepaid rent returned, and have the security deposit (less deductions for tenant-caused damage only) returned as well.

The law provides a similar 5-day notice to quit when fire or casualty has damaged a rental unit to where it is uninhabitable. In such a case, the tenant is to move out as soon as possible, rent responsibility ceases as of the move-out date, and the security deposit is to be returned as in a normal move-out. If continued occupancy is lawful, the tenant can stay, paying a reduced rent based on the reduced value of the rental unit repairs are complete.

Notices To Quit (Evictions)

From The Landlord

30-Day Notice

This notice should be served on or before the rent-paying date and takes effect on the rent-paying date. Tenant still owes the last month's rent whether they have given or received the notice to quit. If the notice is given in the middle of the month it does not become effective until the next rent-paying date. A reason does not have to be given in a 30-day notice

14/30-Day Notice

This notice is given when a tenant is not in compliance with the lease, causing problems, not paying for damages they have caused, etc. When this notice is given the tenant has 14 days to remedy the problem or move out in 30 days. There is no tie to rent-paying dates with this notice.

3-Day Notice (72 hrs)

This notice is given for non-payment of rent, Kansas law has no statutory "grace period" for rent payments; so, unless your rental agreement provides a grace period, this notice can be issued the minute the rent becomes delinquent. If the tenant offers the over-due rent in full within the 3 days, the landlord must accept the money and the legal situation is as if the notice had never been given. The landlord does not have to accept partial payments.

Delivering Notices

Notices can be mechanically printed or hand-written. The notice can be handed to anyone who resides at the property that is over the age of 12 years, if the tenant is not home or will not answer the door, the notice can be attached to the door by tacking or taping. The notice can be sent by regular, certified or registered mail.

Holdover Possession

If a tenant has given or been given a legal notice to quit and does not get out on time, the landlord can sue that tenant for up to 1½ times a month's rent or 1½ times the landlord's cash losses, whichever is greater, if the tenant's holdover is "willful and not in good faith."

Lockouts and Constructive Evictions

Such actions as shutting off utilities, padlocking the doors, changing locks, putting the tenants things out in the yard or the street, taking the doors off the hinges or removing windows are known as "constructive evictions" and are illegal. The tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than 1½ month's periodic rent or the damages sustained by the tenant, whichever is greater (KRLTA 58-2563).

Disposal of Leftover Possessions After Abandonment, Surrender, or Eviction

Where there has been an abandonment, or the tenant has been removed as a result of a forcible detainer eviction action or where a tenant has given or received a notice to quite and has left as expected and has left items in the property, such items can be placed in storage and held for at least 30 days then sold or disposed of. Within 15 days of the planned disposal of the items a notice should be published in the local general circulation newspaper stating the name of the tenant, a brief description of the property being held, and an approximate date of sale or disposal. Within 7 days after publication of the notice a copy of the notice should be mailed to the tenant's last known address. If the tenant returns and pays all the monies owed, this can include storage fees, they may take possession of their property (KRLTA 58-2565 subsection d).