

West's Kansas Statutes Annotated Currentness

Chapter 58. Personal and Real Property

→ Article 25. Landlords and Tenants

### **58-2501. Tenants at will; terms of lease in certain cases**

Any person in the possession of real property with the assent of the owner is presumed to be a tenant at will, unless the contrary is shown except as herein otherwise provided. Where a landlord is renting farms in large numbers and a total acreage in excess of five thousand acres, and has tenants in excess of ten or more, and by the lease requires such tenants to erect or own and maintain substantially all of the buildings and improvements on the farm, such lease shall contain just and fair provisions for the free sale and transfer of such buildings and improvements, or the purchase thereof by the landlord, without requiring the tenant to remove the same from the land.

#### **58-2501a. When tenant may remove buildings and improvements**

Where the tenant in possession of farm lands under lease, with the owner as provided in [K.S.A. 58-2501](#) owns substantially all the improvements on the land, the tenant may transfer his or her term and improvements without the consent of the landlord, and any provisions in the lease prohibiting such transfer or requiring the tenant or the tenant's assignee to remove such buildings or improvements, that does not require the landlord or the new tenant to pay the owner thereof the fair value of the improvements to the land at the time of the expiration of the lease, shall be void.

### **58-2502. Tenants from year to year**

When premises are let for one or more years, and the tenant with the assent of the landlord continues to occupy the premises after the expiration of the term, such tenant shall be deemed to be a tenant from year to year.

### **58-2503. Rent payable at intervals**

When rent is reserved payable at intervals of three months or less, the tenant shall be deemed to hold from one period to another equal to the interval between the days of payment, unless there is an express contract to the contrary.

### **58-2504. Termination of tenancy at will; notice**

Thirty days' notice in writing is necessary to be given by either party before he or she can terminate a tenancy at will, or from one period to another of three months or less; but where in any case rent is reserved payable at intervals of less than thirty days, the length of notice need not be greater than such interval between the days of payment: *Provided, however,* That when premises are furnished or let by an employer to an employee, said tenancy shall cease and determine ten days after written notice to vacate: *Provided further,* That not more than fifteen (15) days' notice in writing by a tenant shall be necessary to terminate any tenancy as described in this section of persons in the military service of the United States in which the termination of tenancy is necessitated by military orders.

**58-2505. Termination of tenancy from year-to-year; notice**

All tenancies from year to year, other than farm tenancies from year-to-year, may be terminated by at least thirty days' notice in writing, given to the tenant prior to the expiration of the year.

**58-2506. Termination of farm or pastureland tenancy; notice**

(a) Except as may be otherwise provided by this section or by a written lease signed by the parties thereto, in cases of tenants occupying and cultivating farms or occupying or leasing pastureland, the notice to terminate such a farm or pastureland tenancy must be given in writing at least 30 days prior to March 1 and must fix the termination of the tenancy to take place on March 1. For purposes of this act, "pastureland" means land used for livestock grazing or hay production, or both, which includes perennial vegetation, including, but not limited to, native vegetation, grass-like plants, forbs, shrubs, savannas, shrublands, marshes and meadows.

(b) When a notice of termination is given pursuant to subsection (a) after a fall seeded grain crop has been planted, as to that part of the farm which is planted to a fall seeded grain crop on cropland which has been prepared in conformance with normal practices in the area, the notice shall be construed as fixing the termination of the tenancy of such portion to take place on the day following the last day of harvesting such crop or crops, or August 1, whichever comes first.

(c) When a notice of termination is given pursuant to subsection (a) after the 30th day preceding March 1 and prior to the planting of a fall seeded grain crop on cropland which has been prepared in conformance with normal practices in the area, in any year in which a fall seeded grain crop has been or will be harvested, the notice shall be construed as fixing the termination of the tenancy of that part of the farm devoted to fall seeded grain crops on the day following the last day of harvesting such crop or crops in the succeeding year or August 1 of such succeeding year, whichever comes first.

(d) Subject to the provisions of this section, a farm or pastureland tenant becomes a tenant from year-to-year by occupying the premises after the expiration of the term fixed in a written lease, in which case the notice of termination of tenancy must fix the termination of tenancy to take place on the same day of the same month following the service of the notice as the day and month of termination fixed in the original lease under which the tenant first occupied the premises. Such notice shall be written and given to the tenant at least 30 days prior to such termination date.

**58-2506a. Termination of farm tenancies; landlord's liability for certain substances and services provided by tenant**

(a) When a notice of termination is given by the landlord pursuant to subsection (a) or (d) of [K.S.A. 58-2506](#) and amendments thereto, and the tenant prior to receiving such notice has (1) performed customary tillage practices or has applied or furnished fertilizers, herbicides or pest control substances and (2) has not planted the ground, the landlord shall pay the tenant the fair and reasonable value of the services furnished and the fertilizers, herbicides or pest control substances furnished.

(b) Where a farm tenancy is terminated by the landlord on March 1 pursuant to subsection (a) of [K.S.A. 58-2506](#) and amendments thereto, and the tenant planted and obtained a satisfactory stand of alfalfa the preceding fall,

the landlord shall pay the tenant the fair and reasonable value of all services performed in preparing and planting the alfalfa and for all of the tenant's expenditures for seed, fertilizer, herbicide or pest control substances.

**58-2507. Termination of lease for three months or longer; notice; effect of payment of rent**

If a tenant for a period of three months or longer neglect or refuse to pay rent when due, ten days' notice in writing to quit shall determine the lease, unless such rent be paid before the expiration of said ten days.

**58-2508. Termination of tenancy of less than three months for nonpayment of rent; notice**

If a tenant for a period of less than three months shall neglect or refuse to pay rent when due, three days' notice in writing to quit shall determine the same, unless such rent be paid before the expiration of said three days.

**58-2509. Notice to quit not necessary, when**

Where the time for the termination of a tenancy is specified in the contract, or where a tenant at will commits waste, or in the case of a tenant by sufferance, and in any case where the relation of landlord and tenant does not exist, no notice to quit shall be necessary.

**58-2510. Service of notice of termination of lease or tenancy**

Notice as required in the preceding sections may be served on the tenant, or, if the tenant cannot be found, by leaving a copy thereof at the tenant's usual place of residence, or by delivering a copy thereof to some person over 12 years of age residing on the premises, or, if no person is found upon the premises, by posting a copy of the notice in a conspicuous place thereon, or by registered mail, registered mail return receipt requested, or certified mail, return receipt requested, addressed to the tenant at the tenant's usual place of residence. Proof of service by registered mail may be by the affidavit of the person mailing such notice or by the return receipt. Proof of service by certified mail may be by the return receipt.

**58-2511. Assignment or transfer by tenant, when**

No tenant for a term not exceeding two years, or at will, or by sufferance, shall assign or transfer his or her term or interest or any part thereof to another without the written consent of the landlord or person holding under the landlord.

**58-2512. Same; re-entry upon violation of 58-2511**

If any tenant shall violate the provisions of the preceding section, the landlord or person holding under the landlord, after giving ten days' notice to quit possession, shall have a right to re-enter the premises and take possession thereof and dispossess the tenant, subtenant or undertenant.

**58-2513. Attornment of tenant unnecessary; payment of rent**

A conveyance of real estate or of any interest therein by a landlord shall be valid without the attornment of the tenant; but the payment of rent by the tenant to the grantor at any time before notice of sale given to said tenant shall be good against the grantee.

**58-2514. Attornment of tenant to stranger void, when**

The attornment of a tenant to a stranger shall be void, and shall not affect the possession of his or her landlord unless it be made with the consent of the landlord, or pursuant to a judgment at law or the order or decree of a court.

**58-2515. Remedies of sublessees**

Sublessees shall have the same remedy upon the original covenant against the principal landlord as they might have had against their immediate lessor.

**58-2516. Remedies of alienees of lessors and lessees**

Alienees of lessors and lessees of land shall have the same legal remedies in relation to such land as their principal.

**58-2517. Rents from lands granted for life**

Rents from lands granted for life or lives may be recovered as other rents.

**58-2518. Recovery of rents dependent on life of another**

A person entitled to rents dependent on the life of another may recover arrears unpaid at the death of that other.

**58-2519. Executors and administrators, remedies and liabilities**

Executors and administrators shall have the same remedies to recover rents, and be subject to the same liabilities to pay them, as their testators and intestates.

**58-2520. Occupant without special contract**

The occupant without special contract, of any lands, shall be liable for the rent to any person entitled thereto.

**58-2521. Repairs and improvements by cotenant**

If a joint tenant, or tenant in common, or tenant in coparcenary, have by consent management of the estate, and make repairs and improvements with the knowledge and without objection of his or her cotenant or coparcener, such cotenant or coparcener shall contribute ratably thereto.

**58-2522. Recovery by cotenant of rents and profits**

A joint tenant, or tenant in common, or tenant in coparcenary, may maintain an action against his or her cotenant or coparcener or their personal representatives, for receiving more than his or her just proportion of the rents and profits.

**58-2523. Action by remainderman or reversioner for waste or trespass**

A person seized of an estate in remainder or reversion may maintain an action for waste or trespass for injury to

the inheritance, notwithstanding an intervening estate for life or years.

**58-2524. Rent as lien on crop**

Any rent due for farming land shall be a lien on the crop growing or made on the premises. Such lien may be enforced by action and attachment therein, as hereinafter provided.

**58-2525. Same; lessor's remedies when rent payable in share of crop**

When any such rent is payable in a share or certain proportion of the crop, the lessor shall be deemed the owner of such share or proportion, and may, if the tenant refuse to deliver the lessor such share or proportion, enter upon the land and take possession of the same, or obtain possession thereof by action of replevin.

**58-2526. Recovery of rent from purchaser of crop**

The person entitled to the rent may recover from the purchaser of the crop, or any part thereof, with notice of the lien the value of the crop purchased, to the extent of the rent due and damages.

**58-2527. Attachment for nonpayment of rent; grounds; affidavit and bond**

When any person who shall be liable to pay rent (whether the same be due or not, if it be due within one year thereafter, and whether the same be payable in money or other things) intends to remove, or is removing, or has within thirty days removed his or her property, or the crops, or any part thereof, from the leased premises, the person to whom the rent is owing may commence an action in the court having jurisdiction; and upon making an affidavit stating the amount of rent for which such person is liable, and one or more of the above facts, and executing an undertaking as in other cases, an attachment shall issue in the same manner and with the like effect as is provided by law in other actions.

**58-2528. Same; contents of affidavit; proceedings**

In an action to enforce a lien on crops for rent of farming lands, the affidavit for an attachment shall state that there is due from the defendant to the plaintiff a certain sum, naming it, for rent of farming lands, describing the same, and that the plaintiff claims a lien on the crop made on such land. Upon making and filing such affidavit and executing an undertaking as prescribed in the preceding section, an order of attachment shall issue as in other cases, and shall be levied on such crop, or so much thereof as may be necessary; and all other proceedings in such attachment shall be the same as in other actions.

**58-2529. Repealed by Laws 1969, ch. 276, § 1**

**58-2530. Tenant may waive exemptions**

A tenant may waive, in writing, the benefit of the exemption laws of this state for all debts contracted for rents.

**58-2531. Leasing of farm lands; provisions in certain contracts enumerated**

Whereas, Much farming land in this state is owned by persons or corporations for money rent as the sole business of the owners, the rentals of said lands being evidenced and secured by written lease contracts obligating

the tenants to pay as rent therefor large sums of money fully equal to the fair and reasonable rental value of the land without any other or further rental obligation on the tenants' part; and

Whereas, Said lease contracts contain requirements obligating the tenants in addition to the payment of said agreed rental to pay to the landlord all taxes or assessments of every kind or nature levied or assessed upon said leased land, and if not paid promptly when due the amount thereof to be added to the agreed rent proper, such unpaid taxes and assessments thenceforth to bear large interest rates until paid, the whole of said rent, taxes, assessments, and interest to be carried forward and added to the like amounts payable during the succeeding years of the tenancy, and extensions thereof; and

Whereas, Said lease contracts contain the further requirements that all rent inclusive of said taxes, assessments, and interest shall constitute a lien on all crops growing or made on the leased land during the tenancy or extension thereof, and likewise on all teams, farming implements, and machinery owned by the tenant and used by the tenant on the land during the lease period, that said lease may be filed as a chattel mortgage, and further that before July first, on the landlord's demand, the tenant shall execute a chattel mortgage proper, as additional security for the payment of the rent for the current year; and

Whereas, At the original leasing of said lands they were without buildings, fences, or other improvements necessary to farm tillage, the tenant and all succeeding tenants obligating themselves in said lease contracts to erect or make all buildings, fences, and other like improvements necessary to the efficient cultivation of the land, the landlord thereof making no improvements nor obligating himself or herself to do so, but reserving to himself or herself a lien on all improvements made by the tenant and only allowing the removal of any such on the termination of the tenancy and full payment of all rent, taxes, assessments, and interest as aforesaid, and the performance of all other obligations of the lease; and

Whereas, Many other burdensome and laborious requirements on the tenants' part are contained in said lease contracts, such as pulling up, cleaning out and destroying all burrs, thistles and other weeds on the land and the public roads bounding the same; mowing or plowing all lands sown to small grain the preceding season, cultivating, protecting and maintaining hedge rows, fences, fruit and other trees growing on the land, by the first of August; and by the first of October cleaning, plowing, scraping and digging out all ditches and drains; and by the first of January trimming all hedges and burning the brush thereof; and in default of the performances named by the time stated pay to the landlord seventy-five cents per rod for the ditches and drains, twenty-five cents per rod for the hedges, two dollars per acre for land left in burrs or weeds, and one dollar per acre for stubble land not mowed or plowed; such sums of stipulated damage to be added to the rent of the land as though a part thereof; and

Whereas, Many restrictions and requirements on the tenants' right to cultivate the kinds of crops to be grown on the lands are dictated to the tenant in said lease contracts which embarrass him or her in earning the stipulated money rental, for failure to comply with which a further money payment per acre is charged as rent. It is expressly provided in said lease contracts that the tenant shall not allow grain stalks grown on the land to be eaten by the tenants' animals, the landlord reserving such grain stalks to himself or herself; and as a further burden on the tenant and as a further security to the landlord the tenants are made to waive the benefit of the exemption, valuation and appraisal laws of the state.

**58-2532. Terms of such contracts variant from approved rental agreements**

The foregoing lease conditions and requirements are variant from the ordinary and generally used and approved rental agreements between landlord and tenant in the particulars above mentioned, are harsh, burdensome, oppressive and extortionate in their terms, and are entered into by necessitous persons only because of the scarcity of other rental lands. On account of the pledge of lien by the tenant to the landlord of the tenant's crops, teams, and all his or her other property the tenant is deprived of credit with merchants and banks for the purchase of the comforts and conveniences of ordinary farm life, his or her children deprived of educational advantages, and himself or herself and family kept impoverished in condition and estate.

**58-2533. Such lease contracts against public policy and unenforceable; tenants to pay fair and reasonable sums**

Lease agreements containing all of the burdensome requirements heretofore recited are hereby declared to be against the public policy of the state, illegal and unenforceable, and the tenants subscribing to the same obligated to pay under said leases as rents for the lands only fair and reasonable sums with an accord of lien only on the total crops grown on the leased land and on the total of the livestock raised on share or lease, and on the total receipts or returns from pasture received by the tenants including an accord of lien on the tenants' livestock sufficient to pay pasturage on the tenants' livestock on the landlords' land.

**58-2534 to 58-2539. Reserved**

**58-2534 to 58-2539. Reserved**

**58-2540. Title of act**

This act shall be known and may be cited as the "residential landlord and tenant act."

**58-2541. Arrangements not subject to act**

Unless created to avoid the application of this act, the following arrangements are not governed by this act:

- (a) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious or similar service;
- (b) occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to the purchaser's interest;
- (c) occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;
- (d) transient occupancy in a hotel, motel or rooming house;
- (e) occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises;
- (f) occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative; and
- (g) occupancy under a rental agreement covering premises used by the occupant primarily for agricultural pur-

poses.

#### **58-2542. Jurisdiction of courts; procedure**

The district court shall have jurisdiction over any landlord or tenant with respect to any conduct in this state governed by this act or with respect to any claim arising from a transaction subject to this act, and notwithstanding the provisions of subsection (b) of [K.S.A. 61-2802](#), and amendments thereto, such actions may be commenced pursuant to the code of civil procedure for limited actions. Unless otherwise specifically provided in this act, the code of civil procedure for limited actions shall govern any action commenced pursuant to this act.

#### **58-2543. Definitions**

As used in this act: (a) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.

(b) "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

(c) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household; but such term shall not include real property used to accommodate a manufactured home or mobile home, unless such manufactured home or mobile home is rented or leased by the landlord.

(d) "Good faith" means honesty in fact in the conduct of the transaction concerned.

(e) "Landlord" means the owner, lessor or sublessor of the dwelling unit, or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by [K.S.A. 58-2551](#) and amendments thereto.

(f) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

(g) "Owner" means one or more persons, jointly or severally, in whom is vested: (1) All or part of the legal title to property; or (2) all or part of the beneficial ownership and a right to prevent use and enjoyment of the premises; and such term includes a mortgagee in possession.

(h) "Person" includes an individual or organization.

(i) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant.

(j) "Rent" means all payments to be made to the landlord under the rental agreement, other than the security deposit.

(k) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under [K.S.A. 58-2556](#) and amendments thereto, embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premise.

(l) "Roomer" means a person occupying a dwelling unit that lacks a major bathroom and kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. As used herein, a major bathroom facility means a toilet, and either a bath or shower, and a major kitchen facility means a refrigerator, stove and sink.

(m) "Security deposit" means any sum of money specified in a rental agreement, however denominated, to be deposited with a landlord by a tenant as a condition precedent to the occupancy of a dwelling unit, which sum of money, or any part thereof, may be forfeited by the tenant under the terms of the rental agreement upon the occurrence or breach of conditions specified therein.

(n) "Single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

(o) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

#### **58-2544. Finding of unconscionability; remedies; evidence**

(a) If the court, as a matter of law, finds: (1) A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result; or

(2) a settlement in which a party waives or agrees to forego a claim or right under this act or under a rental agreement was unconscionable at the time it was made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision or limit the application of any unconscionable provision to avoid any unconscionable result.

(b) If unconscionability is put into issue by a party or by the court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.

#### **58-2545. Rental agreement; terms and conditions in absence thereof**

(a) The landlord and tenant may include in a rental agreement, terms and conditions not prohibited by this act or other rule of law, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

(b) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

(c) Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit, and periodic rent is payable at the beginning of any term of one (1) month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day-to-day.

(d) Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week, in the case of a roomer who pays weekly rent, and in all other cases month-to-month.

**58-2546. Same; agreement not signed and delivered given effect by certain actions; limitation on term**

(a) If the landlord does not sign and deliver a written rental agreement which has been signed and delivered to such landlord by the tenant, the knowing acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord.

(b) If the tenant does not sign and deliver a written rental agreement which has been signed and delivered to such tenant by the landlord, the knowing acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

(c) If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective only for one year.

**58-2547. Same; prohibited terms and conditions; damages**

(a) No rental agreement may provide that the tenant or landlord:

(1) Agrees to waive or to forego rights or remedies under this act;

(2) authorizes any person to confess judgment on a claim arising out of the rental agreement;

(3) agrees to pay either party's attorneys' fees; or

(4) agrees to the exculpation or limitation of any liability of either party arising under law or to indemnify either party for that liability or the costs connected therewith, except that a rental agreement may provide that a tenant agrees to limit the landlord's liability for fire, theft or breakage with respect to common areas of the dwelling unit.

(b) A provision prohibited by subsection (a) included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by such landlord to be prohibited, the tenant may recover actual damages sustained by such tenant.

**58-2548. Inventory of premises by landlord and tenant, when; copies**

Within five (5) days of the initial date of occupancy or upon delivery of possession, the landlord, or such landlord's designated representative, and the tenant shall jointly inventory the premises. A written record detailing the condition of the premises and any furnishings or appliances provided shall be completed. Duplicate copies of the record shall be signed by the landlord and the tenant as an indication the inventory was completed. The ten-

ant shall be given a copy of the inventory.

#### **58-2549. Receipt of rent subject to certain obligations**

A rental agreement, assignment, conveyance, trust deed or security instrument may not permit the receipt of rent free of the obligation to comply with subsection (a) of [K.S.A. 58-2553](#).

#### **58-2550. Security deposits; amounts; retention; return; damages for noncompliance**

(a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed 1 1/2 months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed 1/2 of one month's rent. A municipal housing authority created under the provisions of [K.S.A. 17-2337 et seq.](#), and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with [K.S.A. 58-2555](#), and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

**58-2551. Disclosures required of landlord or person authorized to enter rental agreement; person failing to comply becomes landlord's agent for certain purposes**

(a) The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing, at or before the commencement of the tenancy, the name and address of:

- (1) The person authorized to manage the premises; and
- (2) an owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

(b) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.

(c) A person who fails to comply with subsection (a) becomes an agent of each person who is a landlord for the purpose of:

- (1) Service of process and receiving and receipting for notices and demands; and
- (2) performing the obligations of the landlord under this act and under the rental agreement and expending or making available for such purpose all rent collected from the premises.

**58-2552. Delivery of possession of premises; action for possession; damages**

At the commencement of the term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and [K.S.A. 58-2553](#). The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in subsection (c) of [K.S.A. 58-2570](#).

**58-2553. Duties of landlord; agreement that tenant perform landlord's duties; limitations**

(a) Except when prevented by an act of God, the failure of public utility services or other conditions beyond the landlord's control, the landlord shall:

- (1) Comply with the requirements of applicable building and housing codes materially affecting health and safety. If the duty imposed by this paragraph is greater than any duty imposed by any other paragraph of this subsection, the landlord's duty shall be determined in accordance with the provisions of this paragraph;
- (2) exercise reasonable care in the maintenance of the common areas;
- (3) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning appliances including elevators, supplied or required to be supplied by such landlord;
- (4) except where provided by a governmental entity, provide and maintain on the grounds, for the common use by all tenants, appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and
- (5) supply running water and reasonable amounts of hot water at all times and reasonable heat, unless the

building that includes the dwelling units is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection. Nothing in this section shall be construed as abrogating, limiting or otherwise affecting the obligation of a tenant to pay for any utility service in accordance with the provisions of the rental agreement. The landlord shall not interfere with or refuse to allow access or service to a tenant by a communication or cable television service duly franchised by a municipality.

(b) The landlord and tenants of a dwelling unit or units which provide a home, residence or sleeping place for not to exceed four households having common areas may agree in writing that the tenant is to perform the landlord's duties specified in paragraphs (4) and (5) of subsection (a) of this section and also specified repairs, maintenance tasks, alterations or remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(c) The landlord and tenant of any dwelling unit, other than a single family residence, may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

(1) The agreement of the parties is entered into in good faith, and not to evade the obligations of the landlord, and is set forth in a separate written agreement signed by the parties and supported by adequate consideration;

(2) the work is not necessary to cure noncompliance with subsection (a)(1) of this section; and

(3) the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

(d) The landlord may not treat performance of the separate agreement described in subsection (c) of this section as a condition to any obligation or the performance of any rental agreement.

#### **58-2554. Conveyance by landlord or termination by manager; notice; no liability for subsequent events**

(a) Unless otherwise agreed, a landlord, who conveys premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser, is relieved of liability under the rental agreement and this act as to events occurring subsequent to written notice to the tenant of the conveyance. However, such landlord remains liable to the tenant for any portion of a security deposit to which the tenant is entitled under [K.S.A. 58-2550](#).

(b) Unless otherwise agreed, a manager of premises that include a dwelling unit is relieved of liability under the rental agreement and this act as to events occurring after written notice to the tenant of the termination of such manager's management.

#### **58-2555. Duties of tenant**

The tenant shall: (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

(b) keep that part of the premises that such tenant occupies and uses as clean and safe as the condition of the premises permit;

- (c) remove from such tenant's dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
- (d) keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;
- (e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises;
- (f) 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 or pet on the premises at any time with the express or implied permission or consent of the tenant;
- (g) not engage in conduct or allow any person or animal or pet, 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.

#### **58-2556. Rules and regulations of landlord; when enforceable**

A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the premises. Any such rule or regulation is enforceable against the tenant only if:

- (a) 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;
- (b) it is reasonably related to the purpose for which it is adopted;
- (c) it applies to all tenants in the premises equally;
- (d) 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;
- (e) it is not for the purpose of evading the obligations of the landlord; and
- (f) the tenant has notice of it at the time such tenant enters into the rental agreement.

After the tenant enters into the rental agreement, if a rule or regulation which effects a substantial modification of the rental agreement is adopted, such rule or regulation is not enforceable against the tenant unless such tenant consents to it in writing.

#### **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.

#### **58-2558. Use of premises; extended absence of tenant**

Unless otherwise agreed, the tenant shall occupy such tenant's dwelling unit only as a dwelling unit. The rental agreement may require that the tenant notify the landlord of any anticipated extended absence from the premises in excess of seven days no later than the first day of the extended absence.

#### **58-2559. Material noncompliance by landlord; notice; termination of rental agreement; limitations; remedies; security deposit**

(a) Except as otherwise provided in this act, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with [K.S.A. 58-2553](#) materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a periodic rent-paying date not less than thirty (30) days after receipt of the notice. The rental agreement shall terminate as provided in the notice, subject to the following:

(1) If the breach is remediable by repairs or the payment of damages or otherwise, and the landlord adequately initiates a good faith effort to remedy the breach within fourteen (14) days after receipt of the notice, the rental agreement shall not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the tenant may deliver a written notice to the landlord specifically describing the breach and stating that the rental agreement shall terminate upon a periodic rent-paying date not less than thirty (30) days after the receipt of such notice by the landlord. The rental agreement then shall terminate as provided in such notice.

(2) The tenant may not terminate for a condition caused by an act or omission of, or which is or can be properly attributable or applicable to, the tenant or any person or animal or pet on the premises at any time with the tenant's express or implied permission or consent.

(b) Except as otherwise provided in this act, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or [K.S.A. 58-2553](#). The remedy provided in this subsection shall be in addition to any right of the tenant arising under subsection (a) of this section.

(c) If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under [K.S.A. 58-2550](#).

(d) The provisions of this section shall not limit a landlord's or tenant's right to terminate the rental agreement pursuant to [K.S.A. 58-2570](#), and amendments thereto.

#### **58-2560. Failure by landlord to deliver possession; remedies**

If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in [K.S.A. 58-2552](#), rent abates until possession is delivered and the tenant:

(a) Upon at least five days' written notice to the landlord, may terminate the rental agreement and upon termination the landlord shall return all of the security deposit; or

(b) may demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord, or any person wrongfully in possession, and recover the damages sustained by such tenant.

If a person's failure to deliver possession is willful and not in good faith, an aggrieved party may recover from such person an amount not more than one and one-half (1 1/2 ) months' periodic rent or one and one-half (1 1/2 ) times the actual damages sustained by such party, whichever is greater.

**58-2561. Action for possession for nonpayment of rent; counterclaim, waiver; accrued rent, payment into court; disposition; when judgment for tenant**

(a) In an action for possession based upon nonpayment of the rent, or in an action for rent where the tenant is in possession, the tenant shall counterclaim for any amount which such tenant may recover under the rental agreement or this act or such counterclaim shall be deemed to have been waived. In that event, the court from time to time may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance shall be paid by the other party. If no rent remains due after application of this section, judgment may be entered for the tenant in the action for possession.

(b) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection (a), but the tenant shall not be required to pay any rent into court.

**58-2562. Damage or destruction by fire or casualty; termination of rental agreement; notice; vacation of part of dwelling; reduction of rent; security deposit**

(a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired, the tenant:

(1) May vacate the premises immediately and shall notify the landlord in writing within five (5) days thereafter of such tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(2) if continued occupancy is lawful, may vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(b) If the rental agreement is terminated pursuant to this section, the landlord shall return that portion of the security deposit recoverable by the tenant under *K.S.A. 58-2550*, and accounting for rent in the event of either termination of the rental agreement or apportionment of rent shall occur as of the date of vacating.

**58-2563. Unlawful removal or exclusion of tenant; diminished services; damages; security deposit**

If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to

the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than one and one-half (1 1/2 ) months' periodic rent or the damages sustained by the tenant, whichever is greater. If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under [K.S.A. 58-2550](#).

**58-2564. Material noncompliance by tenant; notice; termination of rental agreement; limitations; nonpayment of rent; remedies**

(a) Except as otherwise provided in the residential landlord and tenant act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with [K.S.A. 58-2555](#) and amendments thereto materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice, if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice regardless of the periodic rent-paying date, except that if the breach is remediable by repairs or the payment of damages or otherwise, and the tenant adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. However, in the event that such breach or a similar breach occurs after the 14-day period provided in this subsection, the landlord may deliver a written notice to the tenant that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice without providing the opportunity to remedy the breach. The rental agreement then shall terminate as provided in such notice regardless of the periodic rent-paying date.

(b) The landlord may terminate the rental agreement if rent is unpaid when due and the tenant fails to pay rent within three days, after written notice by the landlord of nonpayment and such landlord's intention to terminate the rental agreement if the rent is not paid within such three-day period. The three-day notice period provided for in this subsection 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 shall commence at the time of delivery or posting. When such notice is delivered by mailing, an additional two days from the date of mailing should be allowed for the tenant to pay such tenant's rent and thereby avoid having the rental agreement terminated.

(c) Except as otherwise provided in the residential landlord and tenant act, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or [K.S.A. 58-2555](#) and amendments thereto.

(d) The provisions of this section shall not limit a landlord's or tenant's right to terminate the rental agreement pursuant to [K.S.A. 58-2570](#), and amendments thereto.

**58-2565. Extended absence of tenant; damages; entry by landlord; abandonment by tenant, when; reasonable effort to rent required; termination of rental agreement, when; personal property of tenant; disposition, procedure; proceeds; rights of person receiving property**

(a) If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days required in [K.S.A. 58-2558](#), and amendments thereto, and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

(b) During any absence of the tenant in excess of 30 days, the landlord may enter the dwelling unit at times reasonably necessary. If, after the tenant is 10 days in default for nonpayment of rent and has removed a substantial portion of such tenant's belongings from the dwelling unit, the landlord may assume that the tenant has abandoned the dwelling unit, unless the tenant has notified the landlord to the contrary.

(c) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it is deemed to be terminated as of the date the new tenancy begins. The rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment, if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender. If the tenancy is from month-to-month, or week-to-week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

(d) If the tenant abandons or surrenders possession of the dwelling unit and leaves household goods, furnishings, fixtures or any other personal property in or at the dwelling unit or if the tenant is removed from the dwelling unit as a result of a forcible detainer action, pursuant to [K.S.A. 61-3801](#) through [61-3808](#), and amendments thereto, and fails to remove any household goods, furnishings, fixtures or any other personal property in or at the dwelling unit after possession of the dwelling unit is returned to the landlord, the landlord may take possession of the property, store it at tenant's expense and sell or otherwise dispose of the same upon the expiration of 30 days after the landlord takes possession of the property, if at least 15 days prior to the sale or other disposition of such property the landlord shall publish once in a newspaper of general circulation in the county in which such dwelling unit is located a notice of the landlord's intention to sell or dispose of such property. Within seven days after publication, a copy of the published notice shall be mailed by the landlord to the tenant at the tenant's last known address. Such notice shall state the name of the tenant, a brief description of the property and the approximate date on which the landlord intends to sell or otherwise dispose of such property. If the foregoing requirements are met, the landlord may sell or otherwise dispose of the property without liability to the tenant or to any other person who has or claims to have an interest in such property, except as to any secured creditor who gives notice of creditor's interest in such property to the landlord prior to the sale or disposition thereof, if the landlord has no knowledge or notice that any person, other than the tenant, has or claims to have an interest in such property. During such 30 [30-day] period after the landlord takes possession of the property, and at any time prior to sale or other disposition thereof, the tenant may redeem the property upon payment to the landlord of the reasonable expenses incurred by the landlord of taking, holding and preparing the property for sale and of any amount due from the tenant to the landlord for rent or otherwise.

(e) Any proceeds from the sale or other disposition of the property as provided in subsection (d) shall be applied by the landlord in the following order:

- (1) To the reasonable expenses of taking, holding, preparing for sale or disposition, giving notice and selling or disposing thereof;
- (2) to the satisfaction of any amount due from the tenant to the landlord for rent or otherwise; and,
- (3) the balance, if any, may be retained by the landlord, without liability to the tenant or to any other person, other than a secured creditor who gave notice of creditors interest as provided in subsection (d), for any profit made as a result of a sale or other disposition of such property.

(f) Any person who purchases or otherwise receives the property pursuant to a sale or other disposition of the property as provided under subsection (d) of this section, without knowledge that such sale or disposition is in violation of the ownership rights or security interest of a third party in the property, takes title to the property free and clear of any right, title, claim or interest of the tenant or such third party in the property.

#### **58-2566. Acceptance of late rent; effect**

Acceptance of late payment of rent from the tenant without reservation by the landlord, or acceptance of performance by the tenant, other than for payment of rent, that varies from the terms of the rental agreement, constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

#### **58-2567. Lien or security interest in tenant's personal property unenforceable; distraint abolished, exception**

(a) Except as otherwise provided in this act, a lien or security interest on behalf of the landlord in the tenant's household goods, furnishings, fixtures or other personal property is not enforceable unless perfected prior to the effective date of this act.

(b) Except as otherwise provided in [K.S.A. 58-2565](#), distraint for rent is abolished.

#### **58-2568. Landlord's remedies upon termination of rental agreement**

Upon termination of the rental agreement, the landlord may have a claim and file an action for possession or for rent or both. The landlord also may have a separate claim for actual damages for breach of the rental agreement and may file an action for such damages prior to the termination date of the rental agreement.

#### **58-2569. Landlord's recovery or possession of dwelling; limitations**

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, except in case of abandonment, surrender or as otherwise permitted in this act.

#### **58-2570. Termination of tenancy; notice; holdover by tenant; remedies; notice obligating tenant beyond terms of lease agreement, form**

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days prior to the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other party stating that the tenancy shall terminate upon a periodic rent-paying date not less than 30 days after the receipt of the notice, except that not more than 15 days' written notice by a tenant shall be necessary to terminate any such tenancy where the tenant is in the military service of the United States and termination of the tenancy is necessitated by military orders. Any rental agreement for a definite term of more than 30 days shall not be construed as a month-to-month tenancy, even though the rent is reserved payable at intervals of 30 days.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, if the tenant's hold-over is willful and not in good faith the landlord may recover an amount not more than 1 1/2 months' periodic rent or not more than 1 1/2 times the actual damages sustained by the landlord, whichever is greater. If the landlord consents to the tenant's continued occupancy subsection (d) of [K.S.A. 58-2545](#), and amendments thereto, shall govern.

(d) In any action for possession, the landlord may obtain an order of the court granting immediate possession of the dwelling unit to the landlord by filing a motion therefor in accordance with subsection (b) of [K.S.A. 60-207](#), and amendments thereto, and service thereof on the tenant pursuant to [K.S.A. 60-205](#), and amendments thereto. After a hearing and presentation of evidence on the motion, and if the judge is satisfied that granting immediate possession of the dwelling unit to the landlord is in the interest of justice and will properly protect the interests of all the parties, the judge may enter or cause to be entered an order for the immediate restitution of the premises to the landlord upon the landlord giving an undertaking to the tenant in an amount and with such surety as the court may require, conditioned for the payment of damages or otherwise if judgment be entered in favor of the tenant.

(e) If a landlord provides to a tenant a document which, if signed by the landlord or tenant or both, would constitute the tenant's written notice to the landlord that the tenant intends to vacate the premises, and if such document contains any additional terms that are not contained in the rental agreement between the landlord and tenant, then the document shall include the following statement in no less than ten-point boldface type: 'YOUR SIGNATURE ON THIS DOCUMENT MAY BIND YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRITTEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PROVIDE WRITTEN NOTICE IN ANOTHER FORM.' If such statement does not appear in such document, a tenant's signature on such document shall not bind the tenant to any additional terms that are not contained in the rental agreement.

**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 unreasonably 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.

**58-2572. Certain retaliatory actions by landlord prohibited; remedies; increased rent, when; action for possession, when**

(a) Except as otherwise provided in this section, a landlord may not retaliate by increasing rent or decreasing services after:

- (1) The tenant has complained to a governmental agency, charged with responsibility for enforcement of a building or housing code, of a violation applicable to the premises materially affecting health and safety; or
  - (2) the tenant has complained to the landlord of a violation under [K.S.A. 58-2553](#); or
  - (3) the tenant has organized or become a member of a tenants' union or similar organization.
- (b) If the landlord acts in violation of subsection (a) of this section, the tenant is entitled to the remedies provided in [K.S.A. 58-2563](#) and has a defense in an action against such tenant for possession.
- (c) Notwithstanding the provisions of subsection (a), the landlord may increase the rent of a tenant even though the tenant has complained of a violation as described in clauses (1) or (2) of subsection (a) or has organized or become a member of an organization as described in clause (3) of subsection (a), if such rent increase does not conflict with a lease agreement in effect and is made in good faith to compensate the landlord for expenses incurred as a result of acts of God, public utility service rate increases, property tax increases or other increases in costs of operations.
- (d) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if:
- (1) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person or animal or pet upon the premises with his or her express or implied consent;
  - (2) the tenant is in default in rent; or
  - (3) compliance with the applicable building or housing code requires alteration, remodeling or demolition which would effectively deprive the tenant of use of the dwelling unit. The maintenance of an action under this subsection does not release the landlord from liability under subsection (b) of [K.S.A. 58-2559](#).

### **58-2573. Inapplicability of act**

The provisions of this act shall not: (a) Apply to or affect any valid rental agreement entered into prior to the effective date of this act, nor shall it apply to or affect any conduct or transaction of the parties to such rental agreement, if such conduct or transaction is in accordance with and pursuant to such rental agreement; but the provisions of this act shall apply to and govern any renewal, extension or modification of any such rental agreement, where such renewal, extension or modification is effected on or after the effective date of this act; or

(b) apply to any person or persons who enter and remain in a dwelling unit without a rental agreement and without the landlord's knowledge and such person knows that such person is not authorized or privileged to do so and an order to leave has been personally communicated to such person by the landlord. Such person or persons may be prosecuted pursuant to [K.S.A. 21-3721](#), and amendments thereto.

### **58-2574 to 58-2599. Reserved**

### **58-2574 to 58-2599. Reserved**

### **58-25,100. Title of Act**

K.S.A. 58-25,100 through [58-25,126](#) shall be known and may be cited as the mobile home parks residential landlord and tenant act and shall govern mobile home parks residential landlord and tenant actions on and after January 1, 1993.

#### **58-25,101. Application of act, exclusions**

The provisions of this act shall not apply to an occupancy in or operation of public housing pursuant to any federal law or regulation with which it might conflict. This act shall govern the rental of mobile home space in mobile home parks. When both the mobile home and the space used to accommodate the mobile home are rented or leased by the same landlord, the residential landlord and tenant act, [K.S.A. 58-2540 et seq.](#), and amendments thereto, rather than this act, shall apply.

#### **58-25,102. Jurisdiction of courts; procedure**

The district court shall have jurisdiction over a landlord or tenant with respect to conduct in this state governed by this act or with respect to any claim arising from a transaction subject to this act, and notwithstanding the provisions of subsection (b) of [K.S.A. 61-2802](#), and amendments thereto, such actions may be commenced pursuant to the code of civil procedure for limited actions. Unless otherwise specifically provided in this act, the code of civil procedure for limited actions shall govern any action commenced pursuant to this act. If the relief sought is beyond the jurisdiction of a district magistrate judge as provided in [K.S.A. 20-302b](#), and amendments thereto, the action shall be heard by a district judge.

#### **58-25,103. Definitions**

Subject to additional definitions contained in subsequent sections of this act which apply to specific sections thereof, and unless the context otherwise requires, in this act:

- (a) "Building and housing codes" includes any law, ordinance or governmental rule and regulation concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any mobile home park, dwelling unit or mobile home space.
- (b) "Business" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest and any other legal or commercial entity which is a landlord, owner, manager or constructive agent pursuant to [K.S.A. 58-25,109](#).
- (c) "Dwelling unit" excludes real property used to accommodate a mobile home.
- (d) "Landlord" means the owner, lessor or sublessor of a mobile home park and it also means a manager of the mobile home park who fails to disclose as required by [K.S.A. 58-25,109](#).
- (e) "Mobile home" includes manufactured homes and mobile homes as defined in subsections (a) and (b) of [K.S.A. 58-4202](#), and amendments thereto.
- (f) "Mobile home park" shall mean any site, lot, field or tract of land upon which two or more occupied mobile homes are harbored, either free of charge or for revenue purposes, and shall include any building, structure, or enclosure used or intended for use as part of the equipment of such mobile home park.

- (g) "Mobile home space" means a plot of ground within a mobile home park designed for the accommodation of one mobile home.
- (h) "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the mobile home park. The term includes a mortgagee in possession.
- (i) "Rent" means all payments to be made to the landlord under the rental agreement, other than the security deposit.
- (j) "Rental agreement" means agreements, written or those implied by law, and valid rules and regulations adopted under [K.S.A. 58-25,114](#) embodying the terms and conditions concerning the use and occupancy of a mobile home space.
- (k) "Security deposit" means a deposit of money to secure performance of a mobile home space rental agreement under this act other than a deposit which is exclusively in advance payment of rent.
- (l) "Tenant" means a person entitled under a rental agreement to occupy a mobile home space to the exclusion of others.

#### **58-25,104. Finding of unconscionability, remedies; evidence**

- (a) If the court, as a matter of law, finds that:
- (1) A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision or limit the application of any unconscionable provision to avoid an unconscionable result.
  - (2) A settlement in which a party waives or agrees to forego a claim or right under this act or under a rental agreement was unconscionable at the time it was made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision or limit the application of any unconscionable provision to avoid any unconscionable result.
- (b) If unconscionability is put into issue by a party or by the court upon its own motion the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.

#### **58-25,105. Terms and conditions of rental agreement; terms and conditions in absence of rental agreement; notice of tenant's rights under act**

- (a) The landlord and tenant may include in a rental agreement terms and conditions not prohibited by this act or other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.
- (b) The tenant shall pay as rent the amount stated in the rental agreement. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the mobile home space.

(c) Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed periodic rent is payable at the beginning of any term and thereafter in equal monthly installments. Rent shall be uniformly apportionable from day to day.

(d) Rental agreements shall be a month-to-month tenancy unless otherwise specified in the rental agreement. Upon the expiration of such agreement, if a new agreement is not executed, the tenancy shall be month-to-month. Except as provided in the written rental agreement, month-to-month tenancies shall be canceled by at least 60 days' written notice given by either party.

(e) Unless otherwise agreed in writing, improvements, except a natural lawn, purchased and installed by a tenant on a mobile home space shall remain the property of the tenant even though affixed to or in the ground and may be removed or disposed of by the tenant prior to the termination of the tenancy, provided that a tenant shall leave the mobile home space in substantially the same or better condition than upon taking possession.

(f) In any rental agreement entered into between a landlord and tenant in a mobile home park where five or more mobile homes are harbored, such rental agreement shall contain a notice that specifies that the tenant has certain rights under the mobile home parks residential landlord and tenant act and copies of the act may be obtained from the landlord upon the request of the tenant.

#### **58-25,106. Prohibited terms and conditions**

(a) A rental agreement shall not provide that the tenant or landlord does any of the following:

- (1) Agrees to waive or to forego rights or remedies under this act;
- (2) authorizes any person to confess judgment on a claim arising out of the rental agreement;
- (3) agrees to pay the other party's attorney fees;
- (4) agrees to the exculpation or limitation of any liability of the other party arising under law or to indemnify the other party for that liability or the costs connected therewith; or
- (5) agrees to a designated agent for the sale of tenant's mobile home.

(b) A provision prohibited by subsection (a) included in a rental agreement is unenforceable.

#### **58-25,107. Receipt of rent subject to certain obligations**

A rental agreement, assignment, conveyance, trust deed or security instrument shall not permit the receipt of rent, unless the landlord has agreed to comply with [K.S.A. 58-25,111](#).

#### **58-25,108. Security deposits**

(a) A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.

(b) All security deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank,

credit union or savings and loan association which is insured by an agency of the federal government. Security deposits shall not be commingled with the personal funds of the landlord. All security deposits may be held in a trust account, which may be a common trust account and which may be an interest bearing account. Any interest earned on a security deposit shall be the property of the landlord.

(c) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with [K.S.A. 58-25,113](#) and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last-known address.

(d) If the landlord fails to comply with subsection (c) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(e) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(f) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(g) Upon termination of a landlord's interest in the mobile home park, the landlord or the landlord's agent, within a reasonable time, shall transfer the security deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.

Upon termination of the landlord's interest in the mobile home park and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the security deposit.

(h) Upon termination of the landlord's interest in the mobile home park, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the security deposits, except that if the tenant does not object to the stated amount within 20 days after written notice to the tenant of the amount of security deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to the landlord's successor and may be given by mail or by personal service.

**58-25,109. Disclosures required of landlord or person authorized to enter rental agreement; person failing to comply becomes landlord's agent for certain purposes; rental agreement not signed and delivered given effect by certain actions, limitation on term; explanation of utility rates and charges; written notice of**

**rent increase**

- (a) The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of:
- (1) The person authorized to manage the mobile home park; and
  - (2) the owner of the mobile home park or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.
- (b) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.
- (c) A person who fails to comply with subsection (a) becomes an agent of each person who is a landlord for the following purposes:
- (1) Service of process and receiving and receipting for notices and demands; or
  - (2) performing the obligations of the landlord under this act and under the rental agreement and expending or making available for the purpose all rent collected from the mobile home park.
- (d)(1) If the landlord does not sign and deliver a written rental agreement which has been signed and delivered to such landlord by the tenant, the knowing acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord.
- (2) If the tenant does not sign and deliver a written rental agreement which has been signed and delivered to such tenant by the landlord, the knowing acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.
  - (3) If a rental agreement given effect by the operation of this subsection provides for a term longer than one year, it is effective only for one year.
- (e) The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall provide a written explanation of utility rates, charges and services to the prospective tenant before the rental agreement is signed unless the utility charges are paid by the tenant directly to the utility company.
- (f) Each tenant shall be notified, in writing, of any rent increase at least 60 days before the effective date. Such effective date shall not be sooner than the expiration date of the original rental agreement or any renewal or extension thereof.

**58-25,110. Delivery of possession of mobile home space; action for possession; damages**

At the commencement of the term the landlord shall deliver possession of the mobile home space to the tenant in compliance with the rental agreement and [K.S.A. 58-25,111](#). The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in [K.S.A. 58-25,123](#).

**58-25,111. Duties of landlord**

(a) Except as provided in subsections (c) and (d), when prevented by an act of God, the failure of public utility services or other conditions beyond the landlord's control, the landlord shall:

(1) Comply with the requirements of all applicable city, county and state codes materially affecting health and safety which are primarily imposed upon the landlord. If the duty imposed by this paragraph is greater than any duty imposed by any other paragraph of this subsection, the landlord's duty shall be determined in accordance with the provisions of this paragraph.

(2) Make all repairs and do whatever is necessary to put and keep the mobile home space in a fit and habitable condition.

(3) Keep all common areas of the mobile home park in a clean and safe condition.

(4) Maintain in good and safe working order and condition all facilities supplied or required to be supplied by the landlord.

(5) Provide for removal of garbage, rubbish, and other waste from the mobile home park.

(6) Furnish outlets for electric, water and sewer services and provide to such outlets an adequate, safe and sanitary supply of such services.

(b) A landlord shall not impose any conditions of rental or occupancy which restrict the tenant in the choice of a seller of fuel, furnishings, goods, services or mobile homes connected with the rental or occupancy of a mobile home space unless such condition is reasonably necessary to protect the health, safety or welfare of mobile home tenants in the park. The landlord may impose reasonable requirements designed to standardize methods of utility connection and hookup. If any such conditions are imposed which result in charges for such goods or services, the charges shall not exceed the actual cost incurred in providing the tenant with such goods or services.

(c) The landlord and tenant may agree in writing that the tenant is to perform the landlord's duties specified in subsection (a)(5) and (6) and also specified repairs, maintenance tasks, alterations or remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(d) The landlord and tenant may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

(1) The agreement of the parties is entered into in good faith, and not to evade the obligations of the landlord, and is set forth in a separate written agreement signed by the parties and supported by adequate consideration;

(2) the work is not necessary to cure noncompliance with subsection (a)(1); and

(3) the agreement does not diminish or affect the obligation of the landlord to other tenants.

**58-25,112. Conveyance by landlord or termination by manager; notice; no liability for subsequent events**

(a) A landlord who conveys a mobile home park in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this act as to events occurring subsequent to written notice to the tenant of

the conveyance.

(b) A manager of a mobile home park is relieved of liability under the rental agreement and this act as to events occurring after written notice to the tenant of the termination of the manager's management.

#### **58-25,113. Duties of tenant**

A tenant shall maintain the mobile home space in as good a condition as when the tenant took possession and shall:

- (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of city, county and state codes materially affecting health and safety.
- (b) Keep that part of the mobile home park that the tenant occupies and uses reasonably clean and safe.
- (c) Dispose from the tenant's mobile home space all rubbish, garbage and other waste in a clean and safe manner.
- (d) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the mobile home park or knowingly permit any person to do so.
- (e) Act and require other persons in the mobile home park with the tenant's consent to act in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the mobile home park.

#### **58-25,114. Rules and regulations of landlord, when enforceable; notice; limitations**

(a) A landlord may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the mobile home park. Such rules or regulations are enforceable against the tenant only if they are written and if:

- (1) Their purpose is to promote the convenience, safety or welfare of the tenants in the mobile home park, to preserve the landlord's property from abuse, to make a fair distribution of services and facilities held out for the tenants generally, or to facilitate mobile home park management.
- (2) They are reasonably related to the purpose for which adopted.
- (3) They apply to all tenants in the mobile home park in a fair manner.
- (4) They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform that person of what must or must not be done to comply.
- (5) They are not for the purpose of evading the obligations of the landlord.
- (6) the prospective tenant is given a copy of them before the rental agreement is entered into.

(b) Notice of all such additions, changes, deletions or amendments shall be given to all mobile home tenants 30 days before they become effective. Any rule or condition of occupancy which is unfair and deceptive or which does not conform to the requirements of this act shall be unenforceable. A rule or regulation adopted after the

tenant enters into the rental agreement is enforceable against the tenant only if it does not work a substantial modification of that person's rental agreement or the tenant consents to it in writing.

(c) A landlord shall not:

- (1) Deny rental unless the tenant or prospective tenant cannot conform to park rules and regulations;
- (2) require any person as a precondition to renting, leasing or otherwise occupying or removing from a mobile home space in a mobile home park to pay an entrance or exit fee of any kind unless for services actually rendered;
- (3) deny any resident of a mobile home park the right to sell that person's mobile home at a price of the person's own choosing, but may reserve the right to approve the purchaser of such mobile home as a tenant but such permission may not be unreasonably withheld, provided however, that the landlord, in the event of a sale to a third party, in order to upgrade the quality of the mobile home park, may require that any mobile home in a rundown condition or in disrepair be removed from the park within 60 days;
- (4) exact a commission or fee with respect to the price realized by the tenant selling the tenant's mobile home, unless the park owner or operator has acted as agent for the mobile home owner pursuant to a written agreement;
- (5) prohibit meetings among tenants in the mobile home park relating to mobile home living and affairs in the park community or recreational hall if such meetings are held at reasonable hours and when the facility is not otherwise in use;
- (6) charge a fee based on the number of members in the tenant's immediate family. Immediate family includes the tenant, the tenant's spouse, any children of the tenant or the tenant's spouse, and the parents of the tenant or the tenant's spouse;
- (7) charge a fee to an individual resident who shares such resident's mobile home with one other person; or
- (8) charge a fee for a guest of a resident who stays in such resident mobile home less than 30 days in any calendar year.

**58-25,115. Landlord's right to access; limitations**

- (a) A landlord shall not have the right of access to a mobile home owned by a tenant without consent of the tenant unless it is an extreme hazard involving the potential loss of life or severe property damage.
- (b) The landlord may enter onto the mobile home space at reasonable hours in order to inspect the mobile home space, make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the mobile home space to prospective or actual purchasers, mortgagees, tenants, workers or contractors.
- (c) The landlord shall not abuse the right of access or use it to harass the tenant.

**58-25,116. Tenant to occupy as a dwelling unit; authority to sublet**

The tenant shall occupy the tenant's mobile home only as a dwelling unit and may rent the mobile home to another, only upon written agreement with the park management.

**58-25,117. Material noncompliance by landlord; notice; termination of rental agreement; limitations; remedies; security deposit**

(a) Except as provided in this act, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with [K.S.A. 58-25,111](#) materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice. The rental agreement shall terminate and the mobile home space shall be vacated as provided in the notice, subject to the following:

(1) If the breach is remediable by repairs or the payment of damages or otherwise and the landlord initiates a good faith effort to remedy the breach within 14 days after receipt of the notice, the rental agreement shall not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the tenant may deliver a written notice to the landlord specifically describing the breach and stating that the rental agreement shall terminate upon a date not less than 30 days after the receipt of such notice by the landlord. The rental agreement then shall terminate as provided in such notice.

(2) The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or other person in the mobile home park with the tenant's consent.

(b) Except as provided in this act, the tenant may recover damages, and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or with [K.S.A. 58-25,111](#).

(c) The remedy provided in subsection (b) is in addition to any right of the tenant arising under subsection (a).

(d) If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under [K.S.A. 58-25,108](#).

**58-25,118. Failure to deliver possession; remedies**

(a) If the landlord fails to deliver physical possession of the mobile home space to the tenant as provided in [K.S.A. 58-25,110](#), rent abates until possession is delivered and the tenant:

(1) Upon at least five days' written notice to the landlord, may terminate the rental agreement and upon termination the landlord shall return all of the security deposit; or

(2) may demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the mobile home space against the landlord, or any person in wrongful possession, and recover the damages sustained by the tenant.

(b) If a person's failure to deliver possession is willful and not in good faith, an aggrieved party may recover from such person an amount not more than 1 1/2 months' periodic rent or 1 1/2 times the actual damages sustained by such party, whichever is greater.

**58-25,119. Unlawful removal or exclusion of tenant; diminished services; damages; security deposit**

If the landlord unlawfully removes or excludes the tenant from the mobile home park or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not to exceed 1 1/2 months' periodic rent or the actual damages sustained by the tenant, whichever is greater. If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under [K.S.A. 58-25,108](#).

**58-25,120. Material noncompliance by tenant; notice; termination of rental agreement; limitations; non-payment of rent; remedies**

(a) Except as provided in this act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with [K.S.A. 58-25,113](#) materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice, except that, if the breach is remediable by repair or the payment of damages or otherwise, and the tenant initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the landlord may deliver a written notice to the tenant that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice without providing the opportunity to remedy the breach. The rental agreement then shall terminate as provided in such notice.

(b) If rent is unpaid when due and the tenant fails to pay rent within three days after written notice by the landlord of nonpayment and of the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement.

(c) Except as otherwise provided in this act, the landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or with [K.S.A. 58-25,113](#).

**58-25,121. Abandonment, remedies; required registration**

(a) A tenant is considered to have abandoned a mobile home when the tenant has been absent from the mobile home without reasonable explanation for 30 days or more during which time there is a default of rent three days after rent is due or when the rental agreement is terminated pursuant to the provisions of this act. A tenant's return to the mobile home does not change its status as abandoned unless the tenant pays to the landlord all costs incurred for the mobile home space, including costs of removal, storage, notice and utilities due and owing.

(b) If a tenant abandons a mobile home on a mobile home space, the landlord shall notify the legal owner and known lienholder of the mobile home of the abandonment and communicate to the legal owner and lien holder that the legal owner and lien holder is liable for any costs incurred for the mobile home space, including rent and utilities due and owing. However, the legal owner and lien holder is only liable for costs incurred from the point of written notification by the landlord. After the landlord's notification, costs for which liability is incurred shall then become the responsibility of the legal owner or lienholder of the mobile home. The mobile home may not

be removed from the mobile home space without a signed written agreement from the landlord showing clearance for removal, showing that all debts are paid in full, or without an agreement reached with the legal owner and lien holder and the landlord. The right of possession of the legal owner or lienholder shall be subject to the landlord's claim for the landlord's reasonable costs of removal and storage of the abandoned mobile home. Any landlord who is entitled to costs for which liability is incurred as provided in this subsection shall have a lien as provided in [K.S.A. 58-227](#) and amendments thereto.

(c) A required standardized registration form shall be filled out by each tenant, upon the rental of a mobile home space, showing the mobile home make, year and serial number if there is a lien on the mobile home, and if so the lienholder, and who is the legal owner of the mobile home. The registration cards or forms shall be kept on file with the landlord as long as the mobile home is on the mobile home space within the mobile home park.

#### **58-25,122. Acceptance of late rent, effect**

Acceptance of late payment of rent from the tenant without reservation by the landlord or acceptance of performance by the tenant, other than for payment of rent, that varies from the terms of the rental agreement constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

#### **58-25,123. Termination of tenancy; holdover by tenant; remedies**

(a) The landlord may terminate a tenancy only as provided in this act.

(b) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. If the tenant's holdover is willful and not in good faith the landlord in addition may recover an amount not to exceed 1 1/2 months' periodic rent or 1 1/2 the actual damages sustained by the landlord, whichever is greater.

#### **58-25,124. 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 mobile home space, 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 to the mobile home space in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the tenant may recover actual damages.

#### **58-25,125. Certain retaliatory actions by landlord prohibited, remedies; increased rent, when; action for possession, when**

(a) Except as provided in this section, a landlord shall not retaliate by increasing rent or decreasing services or by failing to renew a rental agreement after any of the following:

(1) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the mobile home park materially affecting health and safety;

(2) the tenant has complained to the landlord of a violation under [K.S.A. 58-25,111](#); or

(3) the tenant has organized or become a member of a tenant's union or similar organization.

(b) If the landlord acts in violation of subsection (a), the tenant is entitled to the remedies provided in [K.S.A. 58-25,119](#) and has a defense in an action for possession.

(c) Notwithstanding the provisions of subsection (a), the landlord may increase the rent of a tenant even though the tenant has complained of a violation as described in clause (1) or (2) of subsection (a) or has organized or become a member of an organization as described in clause (3) of subsection (a), if such rent increase does not conflict with a lease agreement in effect and is made in good faith to compensate the landlord for expenses incurred as a result of acts of God, public utility service rate increases, property tax increases or other increases in costs of operations.

(d) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if either of the following occurs:

(1) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person upon the premises with the tenant's consent.

(2) The tenant is in default of rent three days after rent is due. The maintenance of the action does not release the landlord from liability under subsection (b) of [K.S.A. 58-25,117](#).

#### **58-25,126. Act inapplicable to rental agreements valid prior to act; renewals, extensions or modifications**

The provisions of this act shall not apply to or affect any valid rental agreement entered into prior to the effective date of this act, nor shall it apply to or affect any conduct or transaction of the parties to such rental agreement, if such conduct or transaction is in accordance with and pursuant to such rental agreement; but the provisions of this act shall apply to and govern any renewal, extension or modification of any such rental agreement, where such renewal, extension or modification is effected on or after the effective date of this act.

#### **58-25,127. Separate metering for water by landlord; requirements; not public utility**

(a) The term "public utility" within the meaning of [K.S.A. 66-104](#), and amendments thereto, shall not include any person or entity in the business of being a landlord who is supplied water by a city or water district and who furnishes such water to its tenants pursuant to subsection (a)(5) of [K.S.A. 58-2553](#) or subsection (a)(6) of [K.S.A. 58-25,111](#), and amendments thereto, with the use of a separate meter to measure the water furnished to the tenant, so long as the landlord charges the tenant at the same rate charged by the city or water district to the landlord. Any lease between a landlord and tenant in effect at the time this section becomes effective shall not be affected by the provisions of this section. The furnishing of water by a landlord to a tenant in accordance with this section shall not be construed as a sale for resale which may be subject to the jurisdiction of the state corporation commission.

(b) The landlord shall not charge the tenant any surcharge for the installation, maintenance or any other purpose related to the use of a separate water meter.

(c) The landlord shall provide the tenant with a monthly water statement showing the computation of the amount the tenant owes, the tenant's meter reading for the current water statement period and the tenant's meter reading for the prior water statement period.

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