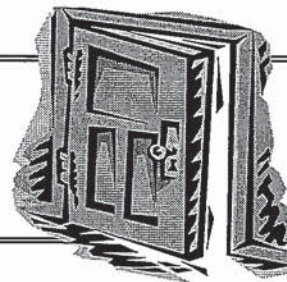

LANDLORD ENTRY



Kansas law says that you can enter your tenant's premises for the following reasons: 1) to inspect it; 2) to make necessary or agreed repairs, alterations or improvements; 3) to show it to prospective workmen, buyers or tenants. However, you can enter only at reasonable times, after reasonable notice (usually 24 hours) to your tenant, and only with the tenant's consent. The only time that you have the right to enter your tenant's property without that tenant's consent is in a dire emergency involving potential loss of life or property (such as the place is on fire, you think the tenant is dead inside, or you suspect the pipes have burst and water is running out the windows). You are not to use the right of entry to harass tenants; neither are tenants supposed to refuse reasonable requests for entry. Lease provisions giving landlords the right of entry cannot exempt them from the above requirements.

"Reasonable notice" is something you and your tenant have to decide together. If your tenant doesn't care whether you call in advance of when you come over, or even would just as soon not be there when you're there, fine. Not all tenants feel that way. Although Kansas law does not specify "reasonable notice," tenants seem to prefer from one to twenty-four hours. Around the country, state laws give as much as forty-eight. If tenants want a certain amount of notice so that they can make arrangements to be at home, the tenants need to be willing to tell you times that they can be there and give you phone numbers or other appropriate, relatively easy methods for reaching them. If it is impossible to arrange a mutually agreeable time, the tenants should be willing to consider whether someone else, for instance a friend or family member, could be there in their place. Everyone must be flexible.

"Reasonable time" depends on the schedules of both landlord and tenant. If the tenant works 3 to 11 and wants to be at home when the apartment is entered, reasonable time might mean 8 a.m. to 2 p.m. and any time on days off. A mother with young children has the right to ask not to be disturbed during nap time. On the other hand, tenants need to accommodate the schedule of a landlord who works an 8 to 5 job and needs to make repairs on evenings or on weekends, or to make sure to allow weekday entry to a contracted repair person who might charge extra to come outside normal business hours.

It is best to establish "reasonable time" and "reasonable notice" with your tenant, preferably in writing, early in the tenancy. That should eliminate many misunderstandings and problems.

ENTRY WHEN TENANTS ARE OUT

A good practice, if you find you must enter when tenants are not home, is to leave a note. This will let the tenants know who was there, when, and what for – a reassurance that you are taking care of your business. It will also allay their fears if they come home and find something amiss or neighbors tell them someone was seen entering while they were out. This applies even when advance notice has been given.

Many large companies use duplicate or triplicate "work order" forms and leave copies for tenants whenever maintenance is performed. (This gives them a good way to track the activities of their maintenance people and to monitor time spent on certain jobs and on certain units as well.)

IF THE TENANT CAN'T BE REACHED

If the tenants can't be reached by phone (don't answer or don't have one), you have been unable to contact them at the property, and you have failed at reaching them any other way, you can still safely arrange entry.

Go to the property and tack or tape a note on the door (perhaps with a witness if you think there's a chance you'll have trouble later on) saying that, unless the tenants contact you to make other arrangements, you are planning to enter the property at "X" time (usually the next day) to do "X" (whatever you need to do). Keep a copy of your note and the date and time you posted it. At your specified time, unless you have heard otherwise from the tenants, feel free to go ahead and let yourself in and do what you need to do.

The law does say that if the tenant has been or has said he or she will be gone for more than thirty days, the landlord can enter whenever it is "reasonably necessary."

PENALTIES

If a tenant refuses to allow you legal entry, that tenant can be held liable for any "damages" (money losses) that you suffer. This can include such items as physical damage that worsens because it is not repaired in time, even loss of rent in some situations if you have not been allowed to show the property. It can also include the costs of your expenses to gain entry (locksmith, broken window) if the tenant had not allowed you to have a key.

The law also allows you to get court orders to gain access and allows you to evict tenants who unreasonably refuse you entry.

On the other side, tenants have the same rights and remedies (damages, injunctions, notices to quit) if landlords enter unlawfully, make unreasonable demands for entry, or use the right of entry to harass.

A practical way to look at this, in order to talk yourself out of entering illegally, is that you could really get stuck if something turned up damaged or missing.

References: K.S.A. 58-2557, 58-2565, 58-2571.