

neighborhood out to events that you have planned or whether you are trying to plan arguments, tactics, and overall strategy in a major issue, understanding the point of view from the other side can be helpful.

Tactics: Tenant group tactics can include letters, negotiation, events in public places, meetings, and, in extreme cases, such methods as picketing or rent strikes. All activities should be carefully and sensitively selected, timed, and directed to meet the specific needs, goals, and objectives established by the tenants' association.

Legal Help: Lawyers are a necessary aid to any tenant group that is pursuing tenants' rights issues. They can buy time, give advice, and even win key cases. They may also serve as advocates in seeking changes in the law in legislatures and city councils. However, the lawyer's role should be no more than that of a

technical advisor who gives members legal information about what might happen to them if they try certain specific tactics. It is imperative that the tenants decide whether their action in a controversy will be moderate or militant.

Publicity: Leaflets, posters, and newsletters are basic methods of keeping tenants informed about the group's activities and accomplishments. Telephone "trees" are also very effective.

TV, radio, and newspaper coverage will also be helpful, but the media cannot substitute for the basic methods listed above.

Community Support: Every community group should be aware of the benefit which comes from exchanging advice, support, and resources with other groups. However, do not try to pattern your tactics or activities to be exactly like others. No two organizations are the same; you must look inward for your own direction.

LEGAL REFERENCES

The term "K.S.A." refers to the **Kansas Statutes Annotated**. In book form, these Kansas laws are available at most libraries and often can be found at business and government offices. They are also available at www.kslegislature.org. Do a statute search using the numbers listed here. Copies of the Kansas Residential Landlord and Tenant Act (K.S.A. 58-2540 through 58-2573), Mobile Home Parks Residential Landlord and Tenant Act (K.S.A. 58-25,100 through 58-25,126) and other items noted below can be ordered from Housing and Credit Counseling, Inc. Listed by order of appearance in this handbook:

Definitions – K.S.A. 58-2543, 58-25,103

Before You Rent – Fraud on Applications, Landlord remedies, K.S.A. 36-206 and 36-207; **Kansas Fair Credit Reporting Act**, 50-701 through 50-722; **Fair Credit Reporting Act**, 15 U.S.C. § 1681; **Possession**, 58-2552, 58-2560; **Metering**, 58-25,127.

Security Deposits – K.S.A. 58-2543, 58-2550, 58-2554, 58-2562, 58-2563; 1979 Kansas Supreme Court case Clark v. Walker, Forfeiture provisions; 1982 Kansas Court of Appeals case Buettner v. Unruh, When move-in inventory was not done; 2001 Kansas Court of Appeals case Wurtz v. Cedar Ridge, Landlord can't keep security deposit as liquidated damages.

Leases/Rental Agreements – K.S.A. 58-2543 through 58-2547, 58-2549, 58-2551, 58-2556, 58-2558, 58-2565; **Subleasing** 58-2511, 58-2512, 58-2515; **Disclosure of Ownership**, 58-2551, 58-2554; Kansas Contract Law (not detailed here) also applies; 1975 Kansas Supreme Court case Chelsea Plaza Homes, Inc. v. Moore, Kansas Residential Landlord and Tenant Act applies instead of Kansas Consumer Protection Act in Landlord/Tenant issues; Model Leases may be ordered from Housing and Credit Counseling, Inc.

Rules and Regulations – K.S.A. 58-2556

Move-In Inventory – K.S.A. 58-2548; 1982 Kansas Court of Appeals case Buettner v. Unruh, When move-in inventory was not done; Move-in Inspection Forms can be obtained from Housing and Credit Counseling, Inc.

(Legal References continued on following page)

Rent and Late Fees – K.S.A. 58-2543, 58-2545, 58-2564, 58-2566, 58-2572

Landlord Responsibilities – K.S.A. 58-2549, 58-2552, 58-2553, 58-2559; Maintenance Request Form can be ordered from Housing and Credit Counseling, Inc.

Housing Codes – Check at your City Hall. Ask for Housing Code or, if that doesn't work, try for something with "Property" or "Maintenance" or "Occupancy" in the title

Fire Codes – Check with your Fire Department or City Hall for local codes. Call the Kansas Fire Marshal at (785) 368-4026 or visit www.state.ks.us/firemarshal/stats and regs for a lengthy list of fire protection statutes and regulations; **Kansas Fire Prevention Code**, K.S.A. 31-134 through 31-171

Tenant Remedies – K.S.A. 58-2559, 58-2570; 1974 Kansas Supreme Court case *Steele v. Latimer*, Implied Warranty of Habitability

Escrow Ordinances – City of Atchison Housing Code, Article II, Sec. 34-19 and City of Manhattan Housing Code, Article VIII, Sec. 8-178 provide for escrow of rent under certain circumstances. Ordinances are available on the cities' websites and can be ordered through Housing and Credit Counseling, Inc.

Damage or Destruction by Fire or Casualty – K.S.A. 58-2562

Landlord Entry – K.S.A. 58-2557, 58-2565, 58-2571

Tenant Responsibilities – K.S.A. 58-2555, 58-2558, 58-2564, 58-2570

Notice to Terminate from the Tenant –14/30-Day Notice of Landlord Noncompliance, K.S.A. 58-2559; **Failure to Deliver**, 58-2560; **Damage or Destruction by Fire or Casualty**, 58-2562; **Unlawful Removal**, 58-2563; **30-Day Notice**, 58-2570; **Military Personnel 15-Day Notice**, 58-2570; **Servicemembers' Civil Relief Act**, 50 U.S.C. App. §§ 501-596; **Delivery of Notice**, 58-2564; **New Terms at Termination**, 58-2570; Sample Notices are available from Housing and Credit Counseling, Inc.

Notice to Terminate from the Landlord – K.S.A. 58-2564 through 58-2572; **Court Jurisdiction**, 58-2542; **Tenant's Counterclaim**, 58-2561; **Housing as a Condition of Employment**, 58-2504; **Notice to Terminate Not Required**, 58-2509; **Liens**, 58-2565, 58-2567; **Lock-Outs**, 58-2563, 58-2567, 58-2569; **14/30-Day Notice of Tenant Noncompliance**, 58-2564; **3-Day Notice for Nonpayment of Rent**, 58-2564; **30-Day Notice**, 58-2570; **Abandonment**, 58-2565; **Illegal Evictions/Unlawful Removal**, 58-2563, 58-2569, 58-2572; **Retaliatory Acts Prohibited**, 58-2572, City of Topeka Code 82-272; **Service of Notices**, 58-2510, 58-2550, 58-2554, 58-2562, 58-2563, 61-2907, 61-3003 through 61-3006, 61-3803; **Court process (Forcible Detainer)**, 61-3801 through 61-3808; **Squatters**, 58-2509, 58-2511; **Public Housing "One-Strike" rules**, HUD regulation 24 CFR 966.4; 2002 United States Supreme Court case *Rucker v. Davis* upheld HUD "one-strike" eviction of tenants; 1983 Kansas Supreme Court case, *Geiger v. Wallace*, Wrongful removal, tenant's right to collect damages; 3-Day, 30-Day, and 14/30-Day Notices can be ordered from Housing and Credit Counseling, Inc.

Abandonment, Disposal of tenant's personal property – K.S.A. 58-2565; **Criminal Deprivation of Property**, 21-3705; **Theft**, 21-3701; Kansas Appeals Court cases 1986 *Davis v. Odell*, Landlord's right to dispose of tenant's personal property and 2003 *Statewide Agencies, Inc. v. Diggs*, Landlords right to dispose of personal property acquired through eviction action

Holdover Tenants – K.S.A. 58-2552, 58-2560, 58-2570

Discrimination – Kansas Act Against Discrimination, K.S.A. 44-1001 through 44-1044; local ordinances; federal **Civil Rights Act**, 42 U.S.C. 2000; federal **Fair Housing Act and Fair Housing Amendments Act**, 42 U.S.C. 3601; **Americans With Disabilities Act**, 42 U.S.C. 12101

Small Claims Court – Kansas Small Claims Procedure Act, K.S.A. 61-2701 through 61-2714

Collecting a Court Judgment – Aid in Execution, K.S.A. 61-3604 through 61-3611; **Garnishment**, K.S.A. 60-729 through 60-744

Tenant Organizations – K.S.A. 58-2572; Tenants Right to Organize, 24 CFR (Code of Federal Regulations) Part 245; National Alliance of HUD Tenants link for tenant organization, www.saveourhomes.org; National Housing Law Project, www.nhlp.org

This handbook was produced in accordance with the Kansas Residential Landlord and Tenant Act (KRLTA) which provides basic terms and conditions that apply to most residential rental agreements. The legal rights, obligations, and remedies of landlords and tenants are determined by the Residential Landlord and Tenant Act and court decisions interpreting the Act.

Kansas Residential Landlord and Tenant Act

Statutes are listed as they appear in the law:

- 58-2540 Title
- 58-2541 Situations not subject to the Act
- 58-2542 Court jurisdiction
- 58-2543 Definitions
- 58-2544 Unconscionable agreements
- 58-2545 Terms in rental agreements, presumptions if no written agreement
- 58-2546 Delivered agreement not signed may be enforceable
- 58-2547 Prohibited terms in agreements
- 58-2548 Inventory of rental unit
- 58-2549 Landlord's obligations pursuant to receipt of rent
- 58-2550 Security deposits
- 58-2551 Landlord's disclosures
- 58-2552 Landlord's delivery of possession of rental unit to tenant
- 58-2553 Landlord's duties
- 58-2554 Sale of rental unit by landlord
- 58-2555 Tenant's duties
- 58-2556 Landlord's rules and regulations
- 58-2557 Limits on landlord's right to enter rental unit
- 58-2558 Tenant's absence
- 58-2559 Landlord's failure to fulfill duties, notice, termination
- 58-2560 Landlord's failure to deliver rental unit, tenant's remedies
- 58-2561 Landlord's claim for unpaid rent, tenant's claim waived if not filed as counterclaim
- 58-2562 Rental unit damaged by fire or casualty
- 58-2563 Landlord illegally excludes tenant from rental unit, remedies
- 58-2564 Tenant's failure to fulfill duties, notice, termination
- 58-2565 Tenant's long absence, abandonment
- 58-2566 Landlord's acceptance of late rent
- 58-2567 Lien on tenant's personal property unenforceable
- 58-2568 Landlord's remedies on tenant's termination
- 58-2569 No self help by landlord permitted for recovery of premises
- 58-2570 Termination of tenancy
- 58-2571 Remedies for landlord's unlawful entry of premises and tenant's denial of lawful access
- 58-2572 Landlord's retaliatory acts prohibited, remedies
- 58-2573 Act not applicable

The **Kansas Mobile Home Parks Residential Landlord and Tenant Act**, Kansas Statutes Annotated 58-25,100 through 58-25,126, applies to mobile home tenancies when the tenant owns the mobile home and rents the lot.