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## LEASES / RENTAL AGREEMENTS

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A **rental agreement** is a **legally binding contract** between you and your landlord. It should state the rights and responsibilities of both parties. Although it may be either written or verbal, it is best to have your agreement in writing. With things in writing, there is less confusion over the details of the original agreement if a problem occurs. Just because your agreement is in writing, it doesn't automatically have to be for six months or a year. It can be from month-to-month or for any term. A verbal agreement cannot be for more than a year. In all cases, whether there is a written agreement or not, the landlord and the tenant are subject to the laws of the state of Kansas and its governmental subdivisions.

To protect yourself and your rights, consider the following suggestions **before** signing a **lease**:

**(1)** Get a copy of the lease, take it home, and **read it carefully!** Do not be discouraged by technical language or fine print. If you have a question about any part of the lease, ask the landlord to explain it or take it to a qualified person or agency. If the landlord won't give you a copy of the lease to read, be wary.

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

**(3)** Make certain all the blanks are filled in and the information is correct before you sign anything. The correct date should be noted.

**(4)** The name and address of the manager and the owner or a person authorized to receive notices and demands from the tenant should be in writing. This information must be kept current. If not already provided, ask for emergency contact information (i.e. after hours, weekend, and holiday contact information).

**(5)** If the lease is longer than month-to-month, be sure to find out what the consequences will be if you break the lease and move out early.

**(6)** Watch for language about **the end or the renewal of the lease**. Read carefully for notice requirements. Leases can require less than the normal 30-day notice; they can also require more, some require 60, 90, and even 120 days or longer for written notice from either party or the lease automatically renews for another full term.

**(7)** There are a number of inequitable clauses which are very undesirable and often illegal. Clauses which are prohibited by Kansas law are not only unenforceable, but if a landlord deliberately uses a prohibited clause, the tenant can receive money damages. Some of these clauses are:

- "exculpatory" clauses which say the landlord will never be liable for damage or personal injury to you or your guests.
- "confession" clauses in which you admit guilt in advance to any charge for damages.
- "as is" or "disclaimer of duty to repair" clauses which allow the landlord to disregard responsibility for making repairs.
- clauses which permit the landlord to enter the rental unit at any time without notice.
- clauses which give the landlord the right to evict you without proper notice.
- clauses which allow the landlord to take your personal possessions if you don't pay your rent.

- clauses that forfeit your security deposit automatically.
- any other clauses where you agree to give up rights you have according to the Kansas Residential Landlord and Tenant Act.

**(8)** It is possible to make changes in a lease. If you and your landlord agree, cross out what you don't want, write in what you do want, and initial and date in the margin right next to the change on both copies. If any part of the rental property (for example: storage shed, garage, basement) will not be available for you to use, the restriction should be clearly noted in the lease. If you want to add something, write or type it in on the lease somewhere above the signatures, then both of you need to date and initial the addition.

If there is not enough room, add another page (you will need two copies). Write Addendum to the Lease (or Rental Agreement, whatever you're calling it) For the Property at (your address) and the date at the top of the page. Then write whatever you have to write. You and your landlord can write these things yourselves. Take your time and make sure your words say what you mean them to say. A statement should be included in the lease, above the signatures, such as, "see addendum" or "see attachment." Signatures should be the last thing to appear on a legal document.

**(9)** When you have a written rental agreement, any later changes or additions should be in writing also. Our legal system expects that, once any part of an agreement is in writing, all of it should be in writing to be legally binding.

**Many tenants feel they are in a poor position to argue over provisions in a lease. If they do, they fear they stand the chance of losing the place to a less "uppity" renter. Unfortunately, this does still happen. However, this will not change until the unwilling landlords learn that to get and keep good tenants, they must not fear negotiated agreements when requests are reasonable. DO be assertive about proposing your own lease or asking to add or change clauses. NEVER sign a lease that contains clauses you cannot live with and that could be used against you. There ARE other places.**

**(10)** Notary publics are not required to observe the signing of leases. Having a witness is a good idea, but is not required.

**(11)** Make sure you get a copy of your lease and any amendments – anything you sign.

Keep your copy of the lease with your other rental information papers in a secure place where you can find them and read them. If you have any questions or problems in the future, you will need to go back to them and go by what they say.

## RENTERS INSURANCE

Renters insurance may be the most overlooked by consumers. Landlords have insurance, but ONLY for the building; they are not responsible for protecting the renter's property.

Renters insurance, to insure your household contents and personal belongings, is available to anyone living in rented housing. Rates vary depending on the amount of insurance, the area in which the apartment or house is located, and the type of structure. You should check several companies to determine which is cheapest and provides the best coverage. Check especially whether the policy covers things stolen (for example, a bicycle or items stolen from your car). Make sure that items stored in a locked storage unit (either provided by the landlord or elsewhere) are covered in your policy. Also check what the deductible amount is, and whether the insurance company will pay replacement value for possessions which are stolen or destroyed by fire. The Kansas Insurance Commissioner's office has information about companies doing business in Kansas and comparable insurance rates. Phone: (800) 432-2484 Website: [www.ksinsurance.org](http://www.ksinsurance.org)

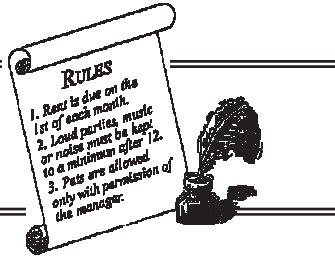
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## RULES AND REGULATIONS

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In addition to the lease or rental agreement, a landlord may have a list of rules and regulations. The landlord is required to notify you of them before your rental agreement begins. Examine all rules carefully and decide if they are compatible with your lifestyle. If the rules don't suit you, don't move in. While there is no limit to the number of rules you may be forced to live with, Kansas law does limit their purpose. All rules must be designed either to benefit the tenants or protect the landlord's property. They must be clear and they cannot be for the purpose of

allowing the landlord to avoid his legal responsibilities. Rules must apply equally to all tenants.

If the landlord wants to change or add any rules during the course of your rental agreement, you and the other tenants will be bound by them only if you voluntarily agree to them in writing. Otherwise, the most the landlord can do is give notice of what the new rules will be when rental agreements renew. This would mean that as long as the landlord followed notice requirements in a long-term lease, the rules would take effect when the lease renewed or went month-to-month. With a month-to-month arrangement, each new month is like a new lease; therefore, the new rules would take effect after a 30-day written notice in advance of a rent date (just like an eviction) whether you agree or not.

## SALES AND FORECLOSURES

**SALES** – In Kansas, when a rental agreement is in place and the property is sold, the rental agreement continues with the same terms and conditions as with the original landlord. If you have a month-to-month agreement, written notice of any changes – rent increase, termination notice, change in rules and regulations, etc. – must be given to the tenant one full rent period in advance of the change taking place. If you have a term lease (i.e. 6 months, 12 months, etc.), proper notice must be given in accordance with the lease requirements.

When tenants have a term lease and rented property is sold, if the new owner does not wish to continue the rental relationship, a "buy out" may be an option. The new owner and the tenant may be able to come to an agreement to terminate the lease in a way that is fair to both parties. For instance, the new owner may agree to cover the reasonable expenses of the tenant's move and the increase in rent the tenant will be paying at the new residence. Any agreements should be in writing and all parties should have a copy. If an agreement cannot be reached, the tenant does not have to move.

**FORECLOSURES** – If a rental property is foreclosed on while you are living there, your lease may continue or it may not. There are several legal steps involved in a foreclosure action and a significant amount of time typically passes during this process. Specific legal conditions and requirements may affect your right to remain in the dwelling.

At the end of the process, if ownership of the property is transferred to the mortgage holder, a local realtor is often hired to show and sell the property. Sometimes a visit from the realtor is the first the tenant knows about the foreclosure action, so it is important to remember that you may have the right to stay in the property under the same terms and conditions as your rental agreement. If you are in a property that is being foreclosed on, it is strongly advised that you contact an attorney familiar with foreclosure actions and repossessions to help you know your rights.