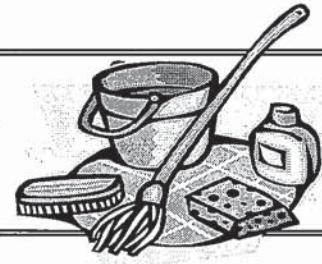

TENANT RESPONSIBILITIES AND IMPROVEMENTS



MAINTENANCE

Your tenants are responsible to maintain your property in as good a condition as possible. This means that they should use the structure and appliances carefully and as they were intended, meanwhile keeping everything reasonably clean. This also extends to your tenant's family and their friends, guests, and their pets. Any damage done to the property is the tenant's responsibility to either pay for or repair. (This can include insurance deductibles where major damage is tenant-caused.)

Some tenants will offer to make repairs themselves, to hire someone they know, or get a family member to take care of something for which they are responsible in order to save money. You have the right to say no and hire your own help or do the work yourself and charge the tenant. If you want to let the tenant take responsibility for repairs, depending on how major the work is, you might want to ask for references so that you are satisfied that the work to be done on your property will meet the standards you desire. You may also want to check your insurance policy for liability issues.

If tenants, with or without your permission, make repairs or improvements which leave your property in unacceptable condition, you may have it repaired again either at that time or at move-out time and be compensated financially.

BEHAVIOR

Tenants are responsible for their behavior and that of their family, friends, guests (invited or otherwise) and pets.

Kansas law requires that tenants must make sure not to "disturb the quiet and peaceful enjoyment of the premises by other tenants." This goes for neighbors too.

Although your tenants may sometimes plead "no responsibility," this responsibility for guests means that in a roommate situation, roommate "X" can be legally liable for the friends of roommate "Y". It also means that tenants are responsible for the behavior of anyone to whom they give keys.

PROBLEMS

When an item comes up and you can't settle it immediately, the best thing to do is put the problem in writing. If there are damages or maintenance that need to be done, perhaps at first you will simply want to write the tenants a note asking them to take care of the particular maintenance or repairs or pay a certain amount of money, either in advance or afterward, to cover your costs. In the case of a behavior problem, your first note needs to say specifically what behavior is the problem and what needs to be done to correct it to your satisfaction. Make sure you state a specific deadline in your note, both for the tenant's benefit and for yours.

If the note doesn't solve your problem, there are a number of options that landlords have to get money or action from tenants:

14/30-day Notice Fourteen days of any thirty-day period can be used as a warning in month-to-month tenancies and also to break a lease if necessary. (See Evictions chapter for details.)

Local Housing Code Officials can be called out to inspect, write up, and prosecute tenant violations where there is a local housing code.

Small Claims Court Use either during or after tenancy to collect amounts due. (See Small Claims Court chapter for details.)

Security Deposit Deductions can be used to cover “damages.” (See Security Deposit chapter for how to put a value on damages as well as for withholding process.)

Eviction Use a 30-day notice for month-to-month or as noted in the lease for long-term. (See Eviction chapter for details.)

IMPROVEMENTS

Many times tenants want to “improve” your property by painting, installing bookshelves, hanging speakers or plants, or by doing other things. What many tenants think are “improvements” many landlords consider damage!

It is important that you make it clear to the tenant at move-in time that **any** physical alterations to your property require your

written permission – your permission at least, but written is best. It seems that having written agreements causes people to consider more seriously what is involved. For instance, if a tenant wants to paint, it is in your best interest to know what type of paint, what color, and what skills the tenant has in painting, and to make sure that the tenant understands that if any damage is caused to the property in the course of the improvements, he or she will be liable.

Tenants should also know that any time they permanently affix anything to your property, it legally becomes yours. Therefore, if a tenant wants to remove an item at move-out time and take it with him or her, you need to make sure, if you allow removal, that the tenant knows your property must be restored to its original condition (e.g., fill holes and spot paint). This should be in writing.

References: K.S.A. 58-2555, 58-2558, 58-2564, 58-2570.

HOUSING CODES

These cities currently have Housing Codes. If you go to your city hall and ask for a copy of the Housing Code and they say that they’ve never heard of it, **INSIST!** It’s there somewhere. And you want the Housing Code (it may also say “property” or “maintenance” or “occupancy” in the title), not the building code, zoning code, electrical code, plumbing code, or some specific code.

Abilene	Galena	Lyons	Plainville
Anthony	Garden City	Manhattan	Russell
Atchison	Goodland	McPherson	Salina
Augusta	Great Bend	Merriam	Shawnee
Baxter Springs	Hays	Minneapolis	South Hutchinson
Belleville	Hoisington	Neodesha	Sterling
Beloit	Independence	Newton	Topeka
Bonner Springs	Junction City	Norton	Ulysses
Chanute	Kansas City	Olathe	Wellington
Colby	Lawrence	Ottawa	Wichita
Dodge City	Lenexa	Paola	Winfield
Emporia	Liberal	Parsons	