

## HOUSE BILL No. 2394

By Committee on Judiciary

2-5

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9 AN ACT concerning landlords and tenants; relating to residential rental  
10 agreements; amending K.S.A. 58-2548, 58-2550 and 58-2570 and re-  
11 pealing the existing sections.  
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13 *Be it enacted by the Legislature of the State of Kansas:*

14 Section 1. K.S.A. 58-2548 is hereby amended to read as follows: 58-  
15 2548. (a) Within five ~~(5)~~ days of the initial date of occupancy or upon  
16 delivery of possession, the landlord, or such landlord's designated rep-  
17 resentative, and the tenant shall jointly inventory the premises. A written  
18 record detailing the condition of the premises and any furnishings or  
19 appliances provided shall be completed. Duplicate copies of the record  
20 shall be signed by the landlord and the tenant as an indication the inven-  
21 tory was completed. The tenant shall be given a copy of the inventory  
22 record.

23 (b) *If a tenant chooses not to be present to jointly inventory the prem-*  
24 *ises as prescribed by subsection (a), the duty of the landlord to jointly*  
25 *inventory the premises shall be discharged, and the landlord, or such*  
26 *landlord's designated representative, may inventory the premises. A copy*  
27 *of the inventory record shall be left inside the premises.*

28 (c) *No landlord shall be able to assert a claim against the tenant or*  
29 *the security deposit for damages, as allowed by K.S.A. 58-2550, and*  
30 *amendments thereto, unless such landlord, or such landlord's designated*  
31 *representative, completes an inventory of the premises pursuant to this*  
32 *section, or makes a good faith attempt to complete such an initial inven-*  
33 *tory, within the five-day time period prescribed by subsection (a). A ten-*  
34 *ant shall be entitled to recover damages in the amount of two months'*  
35 *rent for any violation of this subsection.*

36 Sec. 2. K.S.A. 58-2550 is hereby amended to read as follows: 58-  
37 2550. (a) A landlord ~~may~~ shall not demand or receive a security deposit  
38 for an unfurnished dwelling unit in an amount or value in excess of one  
39 month's periodic rent. If the rental agreement provides for the tenant to  
40 use furniture owned by the landlord, the landlord may demand and re-  
41 ceive a security deposit not to exceed 1½ months' rent, and if the rental  
42 agreement permits the tenant to keep or maintain pets in the dwelling  
43 unit, the landlord may demand and receive an additional security deposit

1 not to exceed ½ of one month's rent. A municipal housing authority cre-  
2 ated under the provisions of K.S.A. 17-2337 et seq., and amendments  
3 thereto, which is wholly or partially subsidized by aid from the federal  
4 government, pursuant to a rental agreement in which rent is determined  
5 solely by the personal income of the tenant, may demand and receive a  
6 security deposit in accordance with a schedule established by the housing  
7 authority, which is based on the bedroom unit size of the dwelling unit.  
8 Any such municipal housing authority which establishes such a schedule  
9 shall provide a deferred payment plan whereby the tenant may pay the  
10 deposit in reasonable increments over a period of time.

11 (b) Upon termination of the tenancy, any security deposit held by the  
12 landlord may be applied to the payment of accrued rent and the amount  
13 of damages which the landlord has suffered by reason of the tenant's  
14 noncompliance with K.S.A. 58-2555, and amendments thereto, and the  
15 rental agreement, all as itemized by the landlord in a written notice de-  
16 livered to the tenant.

17 (c) If the landlord proposes to retain any portion of the security de-  
18 posit for expenses, damages or other legally allowable charges under the  
19 provisions of the rental agreement, other than rent, the landlord shall  
20 return the balance of the security deposit to the tenant within ~~14 days~~  
21 ~~after the determination of the amount of such expenses, damages or other~~  
22 ~~charges, but in no event to exceed~~ 30 days after termination of the ten-  
23 ancy, delivery of possession and demand by the tenant. If the tenant does  
24 not make such demand within 30 days after termination of the tenancy,  
25 the landlord shall mail that portion of the security deposit due the tenant  
26 to the tenant's last known address.

27 (d) *At the time the landlord returns the balance of the security deposit*  
28 *to the tenant or, if no such balance is due the tenant, within the time*  
29 *prescribed for the return of such a balance by subsection (c), the landlord*  
30 *shall provide the tenant with an itemized statement describing any de-*  
31 *duction from the security deposit and any reason for any such deduction.*  
32 *Upon request of the tenant, the landlord shall provide copies of work*  
33 *receipts which document the actual cost of any materials, supplies and*  
34 *labor needed to mitigate damages deducted by the landlord from the se-*  
35 *curity deposit. In no event, shall a landlord withhold any amount from*  
36 *the security deposit above the amount of actual damages suffered or with-*  
37 *hold an amount from the security deposit based upon a predetermined*  
38 *list of costs for materials, supplies or labor. A landlord may provide es-*  
39 *timated noncontractual lists for the benefit of the tenant.*

40 ~~(e)~~ (e) If the landlord fails to comply with ~~subsection (b) of this section~~  
41 ~~subsections (b), (c) or (d), the tenant may shall~~ recover that portion of  
42 the security deposit due together with damages in an amount equal to ~~±~~  
43 ~~½ the amount wrongfully withheld~~ two months' rent.

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

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

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

13     Sec. 3. K.S.A. 58-2570 is hereby amended to read as follows: 58-  
14 2570. (a) The landlord or the tenant may terminate a week-to-week ten-  
15 ancy by a written notice given to the other *party* at least seven days prior  
16 to the termination date specified in the notice.

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

27     (c) If the tenant remains in possession without the landlord's consent  
28 after expiration of the term of the rental agreement or its termination,  
29 the landlord may bring an action for possession. In addition, if the tenant's  
30 holdover is willful and not in good faith the landlord may recover an  
31 amount not more than 1½ months' periodic rent or not more than 1½  
32 times the actual damages sustained by the landlord, whichever is greater.  
33 If the landlord consents to the tenant's continued occupancy subsection  
34 (d) of K.S.A. 58-2545, and amendments thereto, shall govern.

35     (d) In any action for possession, the landlord may obtain an order of  
36 the court granting immediate possession of the dwelling unit to the land-  
37 lord by filing a motion therefor in accordance with subsection (b) of  
38 K.S.A. 60-207, and amendments thereto, and service thereof on the ten-  
39 ant pursuant to K.S.A. 60-205, and amendments thereto. After a hearing  
40 and presentation of evidence on the motion, and if the judge is satisfied  
41 that granting immediate possession of the dwelling unit to the landlord  
42 is in the interest of justice and will properly protect the interests of all  
43 the parties, the judge may enter or cause to be entered an order for the

1 immediate restitution of the premises to the landlord upon the landlord  
2 giving an undertaking to the tenant in an amount and with such surety as  
3 the court may require, conditioned for the payment of damages or oth-  
4 erwise if judgment be entered in favor of the tenant.

5 *(e) A provision in a rental agreement for a definite term of more than*  
6 *30 days that provides for the automatic renewal or extension of the rental*  
7 *agreement unless either party gives termination notice to the other at a*  
8 *specified time shall not be enforceable against a tenant unless:*

9 *(1) The specified time for giving such termination notice is within 60*  
10 *days of the end of the term of the rental agreement;*

11 *(2) the landlord, not less than 30 days and not more than 60 days*  
12 *prior to the specified time for the giving of such termination notice, pro-*  
13 *vides the tenant with a written notice, calling to the attention of the tenant*  
14 *such automatic renewal or extension provision in the rental agreement;*

15 *(3) such automatic renewal or extension provision is initialed in the*  
16 *rental agreement by each tenant; and*

17 *(4) all terms in the rental agreement remain the same upon such au-*  
18 *tomatic renewal or extension.*

19 ~~(e)~~ *(f) If a landlord provides to a tenant a document which, if signed*  
20 *by the landlord or tenant or both, would constitute the tenant's written*  
21 *notice to the landlord that the tenant intends to vacate the premises, and*  
22 *if such document contains any additional terms that are not contained in*  
23 *the rental agreement between the landlord and tenant, then the docu-*  
24 *ment shall include the following statement in no less than ten-point bold-*  
25 *face type: 'YOUR SIGNATURE ON THIS DOCUMENT MAY BIND*  
26 *YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE*  
27 *AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRIT-*  
28 *TEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE*  
29 *RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PRO-*  
30 *VIDE WRITTEN NOTICE IN ANOTHER FORM.'* If such statement  
31 does not appear in such document, a tenant's signature on such document  
32 shall not bind the tenant to any additional terms that are not contained  
33 in the rental agreement.

34 Sec. 4. K.S.A. 58-2548, 58-2550 and 58-2570 are hereby repealed.

35 Sec. 5. This act shall take effect and be in force from and after its  
36 publication in the statute book.