

SESSION OF 2003

**SUPPLEMENTAL NOTE ON SENATE BILL NO. 15**

As Amended by House Committee of the Whole

**Brief\***

SB 15 amends the Kansas Landlord Tenant Act to provide that if a landlord provides to a tenant a document which, if signed by the landlord and/or tenant, would constitute the tenant's written notice to the landlord that the tenant intends to vacate the premises, and if the document contains any additional terms that are not contained in the rental agreement, then the document must include the following statement:

**Your signature on this document may bind you to additional terms not in your original lease agreement. If your lease requires you to give written notice of your intent to vacate, you have the right to decline to sign this document and to provide written notice in another form.**

The Senate Committee of the Whole amendment was clarifying in nature.

The House Committee on Judiciary inserted a provision that requires the above statement must be printed in no less than ten-point boldface type.

The House Committee of the Whole reinserted the term willful regarding a tenant's holdover which is not in good faith and would allow a landlord to recover either rent or damages.

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\*Supplemental notes are prepared by the Legislative Research Department and do not express legislative intent. The supplemental note and fiscal note for this bill may be accessed on the Internet at <http://www.kslegislature.org/kldr>

## **Background**

Senator Schmidt supported the bill, saying that terms added by a landlord in a notice of termination given to the tenant should not be binding.

The bill was opposed by the Associated Landlords of Kansas.