

Landlord Handbook and Rights - Responsibilities

Kansas Landlord Handbook: Essential Information on Legal Compliance and Tenant Relations

This information is sourced from the 2007 version of the Kansas Landlord Handbook, prepared by Housing and Credit Counseling, Inc. (HCCI). While much of the content remains relevant, landlords are encouraged to check for the most current regulations.

Original 2007 Version (Free): [Download Here](#)

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KANSAS LAW & Warranty of Habitability

CRITICAL WARNING: Tenant Recourse

If your rental unit is not in compliance with state law and the rental agreement at move-in, the tenant has the right to give a written five-day notice, move out, and receive all money back. If the unacceptable condition is deemed ****willful and not in good faith****, the tenant can recover ****1-1/2 times the rent or 1-1/2 times their cash losses****, whichever is greater.

The 1974 Kansas Supreme Court decision in **Steele v. Latimer** established the ****Implied Warranty of Habitability****. This means all Kansas landlords are expected to provide housing

that is fundamentally decent, safe, and sound.

Required Landlord Duties:

? **Code Compliance:** Keep your unit compliant with all city or county building or housing codes.

? **Common Areas:** Maintain areas open to all tenants (hallways, stairways, parking lots, etc.).

? **Water & Heat:** Ensure an adequate supply of hot and cold running water and heating facilities capable of maintaining adequate room temperatures. (Landlord provides working equipment, but not necessarily the utility service).

? **Systems:** Maintain all electrical, plumbing, sanitary, heating, ventilation, and air conditioning systems in good and safe working order.

? **Appliances:** Maintain all appliances provided with the property (stove, refrigerator, window AC, etc.). If an appliance is left for tenant use but you are not responsible for it, you must note this in writing.

? **Waste Removal:** Ensure appropriate methods are available for storing and removing garbage and trash (you do not necessarily have to pay for the service).

CAUTION: Maintenance Timeframes

Tenants are entitled to expect repairs and routine maintenance in a ****reasonable amount of time****, which may be shorter than what you would allow in your own home. Failure to act reasonably could lead to liability for the tenant's money losses.

Example: If a refrigerator breaks, the landlord may be liable for food spoilage or the cost of eating out if repairs or temporary replacement are not provided within 24 hours.

OTHER CODES & Compliance

You must be aware of state and local codes that apply to your properties. These codes can be used both to protect you and against you.

FIRE PREVENTION CODE (3+ Units)

Structures housing three or more residential rental units must comply with the Kansas Fire Prevention Code.

? **Requirements:** Smoke alarms and generally two safe exits from any building.

? **Local Codes:** Local fire codes can be stricter, but not more permissive, than the state's. Check with your local fire department.

? **State Contact:** State Fire Marshal in Topeka at 368-4026 or <https://firemarshal.ks.gov/>

Housing vs. Building Codes

Building Code: Specifies exact materials and construction methods, generally applying to ****new construction**** or substantial repairs/improvements.

Housing Code (Performance Code): Sets standards for housing that is ****already constructed**** in terms of how things should work (e.g., adequate water supply). Older properties are usually okay as long as existing systems are safe and functional.

Local Nuisance Enforcement

Be aware of local ordinances covering nuisances like noxious weeds, overgrown grass, and the storage of junk or abandoned cars on residential property.

Local inspectors can generally issue letters giving 10 to 60 days to correct problems. Authorities may eventually take care of the problem and bill the responsible party or property.

UTILITIES Management

CRITICAL WARNING: Landlord Utility Payments

If you are responsible for utility payments and the service is cut off while a tenant is in place (due to your request or non-payment), you can be liable for as much as ****one and a**

half times a month's rent or one and a half times the actual damages** the tenant suffers, whichever is greater.

Best Practices for Utility Billing

? **Clarity is Essential:** Whether your agreement is written or verbal, ensure it is absolutely clear who pays which utilities.

? **Tenant Billing:** If tenants pay the utility, the billing **must be in the tenant's name** if their usage is the only usage billed to that meter. Leaving it in your name is risky due to potential high bills.

? **Utility Shut-Offs:** The safest procedure is to leave a **written standing order with the utility company** that you be notified whenever a shut-off is imminent.

? **Splitting Bills:** Dividing utility bills among tenants may violate laws administered by the Kansas Corporation Commission (KCC) prohibiting the resale of utilities. The best solution is to either **include utilities in the rent** or ensure **separate meters and appliances**.

MAKING REPAIRS AND IMPROVEMENTS

CAUTION: Do Not Over-Promise

You are always better off surprising a tenant with a major improvement than promising one and failing to deliver as you said you would.

Work Procedures with Occupied Units

? **Right to Work:** If you have good tenants in place, you have the right to proceed with repairs and improvements while they are there.

? **Minimize Inconvenience:** When planning work, attempt to cause as little inconvenience to the tenants as you would expect for yourself in your own home.

? **Contractor Conduct:** Ensure all contractors or workmen treat your tenants with the same courtesy you would.

? **Negligence:** You should not be liable for displacement or inconvenience unless the situation gets entirely out of hand due to your negligence.

Need Legal Assistance?

If you are currently facing a complex tenant dispute, eviction process, or need interpretation of local housing codes, consulting a legal professional is highly recommended to ensure full compliance with the Kansas Residential Landlord and Tenant Act.

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