

Kansas Legal Services

A non-profit law firm and community education organization helping low and moderate income people in Kansas



www.kansaslegalservices.org

What to do about eviction

If you need assistance with facing an eviction, contact Kansas Legal Services 1-800-723-6953 or apply online

How does eviction work?

A landlord CANNOT evict you by shutting off utilities, or by changing the locks.

- If this happens, you might be able to sue your landlord in small claims court and get up to one and one-half (1-1/2) month's rent.

A landlord CAN evict you by giving you 3 days notice to leave the property.

- This could be for not paying rent or staying after your lease ends.
- If you do not leave or pay the rent within 3 days, the landlord will start the eviction lawsuit.

IF you didn't follow the lease:

For material noncompliance with the lease agreement (violating a section of the lease agreement for having pets or other people living with you) other than not paying rent:

--> The landlord must serve you with a Kansas eviction notice of 14 days for you to comply with the part of the lease that has been violated.

- It must state that the lease will end 14 days after service unless the issue is fixed
- If you do not fix the issue, you must vacate within the following 30 days or legal action will begin.
- If you "fix" the problem, send the landlord a letter stating how you fixed the problem. (For example, if it is a pet, send a letter saying that you removed the pet from the property.)
- If you have gotten one notice to fix a problem and another lease violation occurs, you don't get a second notice. This applies even if you fixed the first problem.

IF the landlord starts legal action:

If the landlord starts legal action

--> You will receive a petition that states why you are being evicted and the amount of rent you owe, if any.

- You may receive this by mail, by the Sheriff, or taped to your front door.
- The front page will be a Summons, saying when you should go to Court.
- The second page will be a Petition, saying the things the landlord believes are true and what the landlord wants in terms of money and possession of the residence.

The Summons will have a Court hearing time and date, where you must show up to Court. This court date will happen within 14 days after you get the Petition.

- IF you do not go to court on this first date, the landlord automatically wins (called default) and gets whatever they asked for in the papers, both the money owed and possession of the property.
- IF you disagree with what the petition says (either in terms of money or possession of the property) you should go to the first court hearing. You can file an answer before the trial.
- In the answer you should state the facts of the issue and any defenses you have against the landlord's claims.
 - Some examples:
 - The landlord accepted some rent, so you don't owe the whole amount;
 - the unit was not livable (must have proof of this, like a housing inspection and notice to the landlord and you can't have been living there);
 - the landlord failed to fix an unsafe or unsanitary condition despite written notice from you and a 14 day chance to fix the problem; or
 - you were evicted on the basis of religion, gender, or disability.

A date for an eviction trial will be set by the Court at the first Court hearing, usually no later than 8 days after the first court hearing.

- Both sides will present their cases
- BUT the landlord must prove that you either failed to pay the rent owed or did not fix the lease violation

IF the landlord wins, the court will issue a *judgment of possession* for the landlord, and you will be given a certain time to move out.

- This could be as little as 24 hours to move out

What if I try to pay the rent within 3 days, but the landlord doesn't take the money?

The rent is “paid” when you put it in the mailbox, stamped and addressed to the landlord.

- You can also put it in a landlord’s dropbox.
- Don’t put it in the landlord’s mailbox, as only mail delivered by the US Post Office can go there.
 - If you do this, take a picture of the check with the date of the check showing.
- It might be a good idea to take a picture of yourself putting it in the mail box and have the camera put a date on the picture.
- You can get a money order and make sure the date is on it and keep the date receipt.
 - You still need the picture showing you mailed it to the landlord within the 3 days (24 hour periods).

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What if I left personal property behind when I was evicted?

If you left personal property behind, the landlord can take your belongings, place it in a storage unit at your cost, sell it, or get rid of your property 30 days after the landlord takes possession.

Within 15 days, the landlord must publish notice in the newspaper that states:

- your name,
- a description of the property, and
- the date the landlord plans to get rid of the property.

Then after it is published in the newspaper, the landlord must mail a copy of the notice to your last known address.

--> Overall you have 30 days to claim your property, but you will have to pay for any costs the landlord had to pay on your behalf.

What if I was in the process of moving out and the landlord thought I had moved out and took the property I still had in the apartment?

IF the landlord illegally takes your property while you’re living in the unit

--> You can make a written request for them to return your property or give you access to it.

- Give a deadline and keep a copy for yourself.

What is the Fair Housing Act?

The Fair Housing Act prohibits discrimination in the sale or rental of housing and other discriminatory practices.

- The landlord MAY NOT discriminate against tenants on the basis of race, gender, religion, familial status disability, or ethnicity.
 - However, a landlord CAN consider criminal history, credit rating, and financial stability when making a decision to rent.
- This act also requires landlords to make **reasonable accommodations for individuals with disabilities**.
 - The Act provides that reasonable accommodations can be made in: rules, policies, practices or services, when such accommodations are necessary to afford a person equal opportunity to use the dwelling.
 - Therefore, as long as the request is not unduly burdensome, housing providers must grant a request for reasonable accommodations for those with disabilities.

--> **Read about Fair Housing Rights that Protect You Under the Law.**

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