

Tenant's Rights and Responsibilities Toolkit

Wyandotte County, KS Community Health Improvement Plan (CHIP) Safe and Affordable Housing









May 2023

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About the WYCO 💭 👫 🖡 🖓

The Wyandotte County Community Health Improvement Plan (CHIP) is a 5-year (2018-2023) collaborative plan designed to address four community-identified health priorities:

- Jobs and Education
- Health Care Access
- Safe and Affordable Housing
- Violence Prevention

The Unified Government Public Health Department partners with four Lead Agencies to plan and implement strategies through the coordination of CHIP Action Teams and Subcommittees.



The Safe & Affordable Housing (SAH) Action Team focuses on:

- Increasing access to affordable and quality housing options for low to moderate-income people
- Reducing the costs of living, maintaining, and staying in the home through fostering collaboration and partnerships among various community organizations and coordinating, planning, and implementing community strategies.

The Action Team has a set of strategies and goals that guide the work. To learn more about the CHIP SAH Action Team, please visit the WYCO CHIP's <u>Community Health Dashboard</u>. As a tenant in Wyandotte County, KS you have rights that are protected by the State of Kansas and you have responsibilities to your space, landlord, and neighbors while you live in your home. It is important for you to know your rights and speak out if you feel they are being violated **and** it is important to do your part to make sure your living space is always safe. This toolkit will take you through the steps of renting and your rights and responsibilities throughout the process.

Before you rent...

Read over your lease.

Your lease agreement is a legally binding document. Be sure to read over the lease before you agree to occupy the space. If there are sections you do not understand reach out to your landlord for clarification or go to a third party that can offer support services.

See the Appendix for an example lease agreement.

Tour the space.

Here are some questions to keep in mind while reviewing your lease:

- Were there issues in the past with this unit that I should be aware of?
- Who are the utility providers?
- Is there a place to park a car?
- How close is public transportation?
- How much is the security deposit?
- Does the space need any repairs?
- Who is responsible for repairs?

If possible, take a tour of the space before you rent. This is a great time to ask questions about the building structure, plumbing, heating and AC, electricity, fire, carbon monoxide detectors, or other concerns.

In Kansas, Tenants, and Landlords are legally required to tour the space together and document its conditions within 5 days of move-in.* To document the conditions, you can use a checklist noting the conditions of items and fixtures at move-in and move-out. See the Appendix for an example checklist.

*Kansas Office of Revisor of Statutes. <u>Kansas</u> <u>Statutes Chapter 58, Article 25: Landlords and</u> <u>Tenants.</u> Renting Tip! Bring a friend or family member with you when you tour the space. It's always good to have an extra set of eyes to look over the space and make sure its suitable for you!

Before you rent...

Survey the living conditions.

Your space should be in compliance with **basic living standards**. Wyandotte County follows the standards set in the 2012 International Code.* Here are examples of conditions you should look for:



Sanitary facilities - Must have hot and cold running water and utilize an approved sewer or septic system.



Heating and AC units - Any heating or AC units must work properly to prevent fire hazards. AC systems are not required in units, but if present, they must work correctly.



Electricity and light – Every room must have safe electrical sources, working outlets and switches, and either natural or artificial light.



More than one exit - In case of an emergency, such as a fire, there must be more than one exit point in the building for the unit.



Windows and doors - There must be at least one window that opens in every living and sleeping space. Any window designed to open should not be painted, boarded, or nailed shut. Point of entry doors should be able to lock properly.



Served by water supply - Supply must be sanitary and contamination free.



Smoke detector - There must be a smoke detector in each bedroom and on each level of the unit.



No vermin or rodents - The unit should be clean and guard against rodent or vermin infiltration.

While you rent...

Communicate with your landlord.

Clear communication and a **civil working relationship** with your landlord may save you from trouble throughout your renting process. Here are some examples of situations you should notify your landlord about:

- Making changes to the space like painting or hanging fixtures on the wall.
- Hosting friends or family for an extended period of time.
- Leaving your space for an extended period of time.
- Paying rent late.

If you do not feel comfortable communicating with your landlord, be sure to review your lease to reference any policy before making changes.

Respect your space and neighbors.

As a tenant, it is your responsibility to take care of and respect the space you are living in.

- Clean up after yourself and any guests.
- Don't damage any property.
- Update your landlord on needed repairs.
- Do not engage in criminal activity.

Just as it is important to care for the space you occupy, **it is also important to give respect to your neighbors' space.** Be mindful that your personal items and actions could affect those around you.

> Renting Tip!

your correspondence with your landlord. Make **copies** or take **time-stamped pictures** with your phone of your conversations, lease, repair requests, move-in checklists, etc.

Keep documentation of all of

While you rent...

Pay your rent on time.



It is important to always pay your rent on time. **Never withhold rent for any reason!** Withholding rent gives your landlord cause to evict you from the space.

Even if there is a conflict between you and your landlord, pay your rent on time. If the conflict escalates, hire a lawyer or mediator to help resolve the issue.

Timely repairs.



If something in your space gets broken, whether by accident or old age, you have the right to request repairs from your landlord and have the request completed in a timely manner.

Be sure to **personally deliver** any repair request either by email or physical note to your landlord and keep a copy to avoid any confusion. See the Appendix for an example repair request form.

Notice for entry and space inspections.

If someone is entering your space you have the **right to know the date and time of entry**, the **identity of the person** entering, and the **reason for entry.*** Any entry must also must be at a **reasonable time**. Be sure let your landlord know what times work best for you.

Your landlord or another representative may come to inspect your space as a part of routine check or as a part of your move out process. Unless it is an emergency, you should be notified before any inspection happens. To prepare for inspection, make sure your space is clean.

While you rent...

Conflict resolution.

There might be times when there is a conflict between you and your landlord or you and a neighbor. You may find yourself in a position wondering: Do I need to go to a lawyer or call the authorities?

It is important to remember that not every conflict situation is the same. There will be different solutions for each individual situation. **Reviewing your lease agreement** or **seeking legal assistance** are two good first steps to take when trying to resolve a conflict. There are many resources you can utilize for support depending on the type of conflict:

Kansas Legal Services Legal aid and representation 1-800-723-6953

Property Maintenance & Code Enforcement Report a property maintenance issue (913) 573-8600 - KCK (913) 422-1020 - Bonner Springs (913) 356-6052 - Edwardsville UG Human Services Department Mediation and dispute resolution services for WYCO residents (913) 573-5460

Domestic Violence Support Crisis intervention, personal conflict and domestic violence support (913) 642-0233 - MOCSA Crisis Line (913) 321-0951 - Friends of Yates

What do I do if I've requested a repair and my landlord hasn't taken care of it? Call code enforcement and explain the repair you requested. If the repair still is not fixed after a visit from code enforcement, you can look into steps for legal action against your landlord.

I think my landlord is charging me an illegal fee, what should I do? Read over your lease agreement to see if there are any sections about fees your landlord could charge you. If you don't find anything in the lease, contact an attorney and explain your situation.

My neighbor is extremely disruptive and not respectful of my space, what should I do?

If you have a neighbor that is disruptive, you can contact your landlord and explain your concerns. If the situation becomes dangerous, call 911.

Moving Out...

Preparing to move out.

As you prepare to move out, it is important to leave your space in good condition. Here are a few tips and steps to follow throughout the move out process.

Terminating your lease.

If you want to terminate your lease before the end date, **review your lease agreement for instructions** about giving notice to your landlord. Types of notices may include:

- **30-day notice** Generally used with month-to-month leases.
- 14/30-day notice Commonly used if landlord does not fulfill responsibilities to tenant. Landlords have 14 days to comply with terms, or tenant will terminate on the next rent paying date that is at least 30 days away.
- Military notice If you need to terminate your lease due to military assignment, you can give your landlord 15 days notice if you have a month-to-month lease.

Cleaning your

space.

It is very important to clean your space thoroughly before your move-out inspection.

- Look for large stains on the floor and walls.
- Be sure to report anything that has been damaged or broken.
- Check areas like bathrooms and kitchen for water damage, mold, or mildew.

Move out inspection.

You and your landlord should use the copy of the checklist saved from the move-in inspection while conducting the move out inspection.

If your space is in bad condition for your move out inspection, you may not get your full security deposit back from your landlord.

Moving Out... Eviction

Unfortunately, there may be a situation in which you are facing eviction. It is extremely important to know your rights throughout this process.

Getting legal help.

When you hire an attorney to represent you throughout the eviction court process, be sure to have these items ready for your attorney to review:

- A copy of your lease agreement
- All notices given to you by your landlord
- Any counter claims you wish to bring

Eviction notice.

Kansas Legal Services

Legal aid for Kansans 1-800-723-6953

- **3-day** Given to tenants for non-payment of rent. Tenants have three days to pay the amount owed.
- 14/30-day Given to tenants for other non-compliance with the lease agreement. Tenants have 14 days to comply with terms in lease. If the tenant fails to comply, they have thirty days to move out.
- **30-day** Given to tenants in month-to-month lease agreements. Landlords do not need to give a reason for notice, unless space is part of a housing assistance program or Section 8 housing.

Going to court.

Your first hearing should be scheduled **3-14 days after the timeline of your notice expires**. When you appear in court, you will **accept or deny the claims**.

- Accept If you accept the claims against you, the court will issue a judgement that could include: paying rent owed, paying fees owed, and your landlord repossessing the space.
- Deny If you deny the claims against you, it will bring the case to trial.

If the court gives the judgement against the tenant, the sheriff will need to enforce the court's order if you do not vacate the space.

If you do not appear in court, the court will give the default judgement against you.

Moving Out...

Finding new housing and other resources.

It can be hard to find housing to fit all of your needs. There are many organizations and shelters that provide temporary housing, support securing more permanent housing, and financial assistance.

<u>Willa Gill Center</u>

Crisis intervention, stop gap food pantry, and other basic needs 913-621-4690 | www.mtcarmelrc.org/willa-gill-center

Kim Wilson Housing & Frank Williams Outreach Center

Navigating affordable housing opportunities and drop-in center for people experiencing homelessness 913-788-4200 | www.kimwilsonhousing.org

Metro Lutheran Ministry

Services related to food, housing, health care, and education 913-342-8333 | www.mlmkc.org

Economic Opportunity Foundation

Emergency assistance, services for housing and employment, case management 913-371-7800 | www.eofkck.org

United Way's 2-1-1

Support locating community resources such as housing, utilities, health, transportation, among others 2-1-1 or 866-320-5764 | www.uwgkc.myresourcedirectory.com

Please contact organizations to confirm current services.



Moving Out Cont.

Finding new housing and other resources.

Avenue of Life

Emergency relief, wrap-around-services and community development 816-787-6101 | www.avenueoflife.org

Catholic Charities of Northeast Kansas

Support for basic needs such as food, clothing, and shelter 913-321-2206 | catholiccharitiesks.org

Cross-Lines

Basic needs, housing stabilization, and hunger relief 913-281-3388 | www.cross-lines.org

KCK Housing Authority

Safe and affordable housing options for low to moderate income WYCO residents 913-281-3300 | www.kckha.org

3-1-1 Unified Government Call Center

Help locating WYCO services and connecting with UG Departments Call 3-1-1 or (913) 573-5311 **To contact 3-1-1 online visit:** https://mywyco.wycokck.org/ **For additional information about the 3-1-1 call center, visit:** https://wycokck.org/Departments/Knowledge/311-Call-Center

Please contact organizations to confirm current services.

Check out these resources for more information about tenant's rights and responsibilities and more tips for renting:

Kansas Office of Revisor of Statutes. <u>Kansas Statutes Chapter</u> <u>58, Article 25: Landlords and Tenants.</u>

> <u>Code of the Unified Government of Wyandotte</u> <u>County/Kansas City, Kansas</u>

Unified Government of Wyandotte County/Kansas City, Kansas Human Services Department. <u>Human Relations</u>.

Unified Government of Wyandotte County/Kansas City, Kansas. <u>Code Enforcement</u>.

Unified Government of Wyandotte County/Kansas City, Kansas. <u>Rental Licensing</u>.

Kansas Legal Services. <u>Tenant Issues and Rights for Kansas</u> <u>Renters.</u>

Housing & Credit Counseling, Inc. Kansas Tenant Handbook.

Kansas City, Kansas Housing Authority. <u>Welcome Handbook</u>.

Appendix

In the following appendix, you will find an example of a lease agreement, a move-in/move-out checklist you and your landlord should complete, and a repair request form. These resources are not exact copies of what forms your landlord will give you. They are examples of what each form should look like and contain standard information included in a lease, checklist, and repair request.

For online copies of these forms and additional information, visit this Kansas Legal Services <u>Facebook page</u> or <u>Google Drive</u>.

Scan the QR Code or visit the site below to find links to the resources in this toolkit:



linktr.ee/wycohousing









RESIDENTIAL REAL ESTATE LEASE AGREEMENT

Document updated: April 2014

1. PARTIES: The parties to this Residential Real Estate Lease Agreement (the "Lease") are:

LANDLORD:						
TENANT:						
2. AGREEMENT T	D LEASE: This Leas	e is entered into on			(the "Effective Da	ate")
between the LAN	DLORD and the TE	NANT(S). All TENANTS are	e jointly, severally and indivi	idually bound by	and liable under the to	erms
and conditions of	this Lease.					
3. GRANT OF LEA	SE AND PROPERTY	ADDRESS: LANDLORD ag	grees to grant a lease and th	e TENANT(S) agr	ee to rent, solely for u	se as
a personal resider	ce and excluding a	Il other uses, the persona	al residence (the "Property") commonly knov	vn as:	
PROPERTY A	DRESS:					
CITY:		COUNTY:	S		ZIP CODE:	
4. PERSONAL PRO	PERTY ITEMS: The	e Property includes the fo	llowing personal property:	Refrigerator	Range/Oven Wa	asher

Dryer Dishwasher Microwave Other:

5. OCCUPANCY AND NON-ASSIGNMENT:

- A. The Property shall be used exclusively as a personal residence, excluding all other uses, and only by the following named persons:
- B. Only the persons listed above may occupy or use the Property or any part of the Property without the LANDLORD'S prior written consent. TENANT agrees that the Property and any part of the Property shall not be assigned or sub-let by the TENANT without the prior written consent of the LANDLORD. If the TENANT attempts to sub-let, transfer or assign this Lease or allows any persons other than those listed above to occupy or use the Property without LANDLORD'S prior written consent, such act shall be deemed to be a material non-compliance by the TENANT of the Lease and the LANDLORD may terminate this Lease.

6. TERM OF THE LEASE:

- A. This Lease shall begin at 12:01 AM on (the "Beginning Date") and shall end at 11:59 PM on (the "Ending Date"), unless otherwise terminated as provided under this Lease.
- B. At least thirty (30) calendar days prior to the Ending Date of this Lease, the TENANT shall give written notice to the LANDLORD of the TENANT'S intent to surrender the Property at the expiration of the Lease term. If this written notice is not given within the time frame specified in this section, the TENANT shall become a month-to-month TENANT as defined by applicable Kansas law and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by a written agreement of the LANDLORD and TENANT.
- C. If the TENANT becomes a month-to-month TENANT, the TENANT must give written notice to the LANDLORD of TENANT'S intent to surrender the Property upon a periodic rent-paying date not less than 30 days after the receipt of the notice. At any time during the month-to-month tenancy, the LANDLORD may terminate the month-to-month lease by providing a written notice of termination to the TENANT. Upon termination, the TENANT shall vacate the Property and deliver the Property back into the possession of the LANDLORD on or before the expiration of the time specified in the notice.

Residential Real Estate Lease Agreement

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7. RENT PAYMENTS:

- A. TENANT agrees to pay a monthly rental price (the "Rent") to the LANDLORD during the term of this Lease in equal monthly installments of \$______.
- B. Each monthly installment shall be due on or before 5:00 PM on the 1st day of the month (regardless of weekends or holidays) and the first full payment under this Lease shall be due on ______ (date for first rent payment).
- C. TENANT agrees that if rent is not paid in full on or before 5:00 PM on the 1st day of the month, TENANT shall pay a late charge of \$______ as allowed by applicable Kansas state law and such charge shall be collectible as Rent.
- D. TENANT shall pay a charge of \$______ for all checks returned from the bank unpaid for any reason, in addition to the late charge provided above. These additional charges shall be collectible as Rent. If a Rent check is returned from the bank unpaid for any reason, the LANDLORD may demand that all sums due pursuant to this Lease be paid in the form of cash, money order or cashier's check.
- F. TENANT agrees that RENT shall be paid in lawful money of the United States by (check below those methods of payment that apply): Cash Personal Check Money Order Cashier's Check Other.
- G. Rent payments shall be made payable to ______ and mailed or delivered to the following address: ______.
- H. TENANT agrees that rent payments will not be considered paid until LANDLORD or LANDLORD'S agent receives the rent payment, either by mail or by delivery to the above address. TENANT placing rent payments in the mail is not sufficient for rent to be considered paid and rent will be considered unpaid until the actual receipt of the rent payment by the LANDLORD.
- I. If there are multiple TENANTS signed to this Lease, all such TENANTS are jointly, severally and individually bound by and liable under the terms and conditions of this Lease. A judgment entered against one TENANT shall be no bar to an action against other TENANTS under the terms and conditions of this Lease.
- J. Any payments received by the LANDLORD shall first be applied to satisfy any outstanding late charges or fees due to the LANDLORD under this Lease, second towards the repairs resulting from any damages to the Property and finally towards the payment of any rent owed to the LANDLORD under this Lease.
- K. LANDLORD and TENANT agree that if LANDLORD pays any utility bills, repair costs, maintenance, homeowners' association dues or other amount that is the obligation or responsibility of the TENANT under this agreement or an expense that is caused by the TENANT's actions, then said amount shall constitute unpaid Rent until the TENANT reimburses the LANDLORD.

8. SECURITY DEPOSIT:

- A. Upon the execution of this Lease, the TENANT shall deposit the sum of \$______ to be held by the LANDLORD as a security deposit for reasonable cleaning of and repair of damages to the Property upon the expiration or termination of this Lease or any other reasonable damages resulting from a default on the terms and conditions of this Lease by the TENANT.
- B. TENANT is not entitled to any interest on the security deposit. TENANT understands and acknowledges that these funds may be deposited into an interest-bearing account and that LANDLORD has the right to retain all interest accruing in this account.
- C. TENANT shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply the TENANT'S security deposit at any time in lieu of payment of rent. If the TENANT fails to comply with this subsection, the security deposit shall be forfeited and the LANDLORD may recover the Rent due as if the security deposit had not been applied or deducted from the Rent due under this Lease.
- D. If LANDLORD assigns, sells or transfers the Property, the LANDLORD shall have the right to transfer the TENANT'S security deposit to the new owner or assignee to hold under this Lease and upon so doing the LANDLORD shall be released from all liability to the TENANT for the return of the security deposit.
- E. Upon the expiration or termination of this Lease, any security deposit held by the LANDLORD may be applied to the payment of accrued rent and the amount of damages that the LANDLORD has suffered by reason of the TENANT'S non-compliance with the terms and conditions of this Lease.

Residential Real Estate Lease Agreement

F. If the LANDLORD proposes to retain any portion of the security deposit for damages, expenses or other legally allowable charges under the terms and conditions of this Lease, other than rent, the LANDLORD shall return the balance of the security deposit to the TENANT within 14 calendar days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 calendar days after the expiration or termination of this Lease, delivery of possession and demand by the TENANT. If the TENANT does not make such demand within 30 days after the expiration or termination of this Lease, the LANDLORD shall mail that portion of the security deposit due to the TENANT to the TENANT'S last known address.

9. PETS:

- A. TENANT agrees not to keep or permit any pets (including, but not limited to animals, fish, reptiles or birds) on the Property without the prior written consent of the LANDLORD.
 - No pets shall be allowed on the Property.
 - LANDLORD hereby grants the TENANT permission to keep the following described pet(s) on the Property:

1.	Breed:	Age:	Gender:	Weight:
2.	Breed:	Age:	Gender:	Weight:
3.	Breed:	Age:	Gender:	Weight:

- B. TENANT is shall is shall not be required to maintain a liability insurance policy to cover any liability incurred due to a pet with a minimum of \$______ in coverage and cause LANDLORD to become an "additional insured" under the policy.
- D. Assistive and service animals are not considered "pets" under this Lease. TENANT agrees to submit an accommodation request to the LANDLORD prior to keeping an assistive or service animal on the Property.

10. UTILITIES:

- A. TENANT will arrange and pay for the following utilities on the Property (check all that apply): Electric Gas Telephone Cable Television Internet Water Garbage and Waste Disposal Recycling.
- B. LANDLORD will arrange, provide and pay for the following utilities on the Property (check all that apply): Electric Gas Telephone Cable Television Internet Water Garbage and Waste Disposal Recycling.
- C. TENANT shall be responsible for contacting and arranging for any utility service not provided by the LANDLORD and for any utilities not specifically listed above. TENANT shall be responsible for having same utilities disconnected on the day that the TENANT delivers possession of the Property back into the possession of the LANDLORD upon the expiration or termination of this Lease.

11. OBLIGATIONS AND DUTIES OF THE LANDLORD:

- A. Except when prevented by an act of God, the failure of public utility services or other conditions beyond the LANDLORD'S control, the LANDLORD shall:
 - (1) Comply with the requirements of applicable building and housing codes materially affecting health and safety;
 - (2) Exercise reasonable care in the maintenance of any common areas;
 - (3) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and airconditioning appliances including elevators, supplied or required to be supplied by the LANDLORD;
 - (4) Except where provided by a governmental entity, provide and maintain on the grounds, for the common use by all TENANTS, appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and
- (5) Supply running water and reasonable amounts of hot water at all times and reasonable heat, unless the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the TENANT and supplied by a direct Residential Real Estate
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Lease Agreement

public utility connection. Nothing in this section shall be construed as abrogating, limiting or otherwise affecting the obligation of a TENANT to pay for any utility service in accordance with Section 10 of this Lease. The LANDLORD shall not interfere with or refuse to allow access or service to a TENANT by communication or cable television services duly franchised by a municipality.

12. OBLIGATIONS AND DUTIES OF THE TENANT:

A. TENANT agrees to the following duties and obligations:

- Comply with all obligations primarily imposed upon TENANTS by applicable provisions of building and housing codes materially affecting health and safety;
- (2) Keep that part of the Property that such TENANT occupies and uses as clean and safe as the condition of the Property permits;
- (3) Remove from such TENANT'S dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;
- (4) Keep all plumbing fixtures in the dwelling unit or used by the TENANT as clean as their condition permits;
- (5) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the premises;
- (6) Be responsible for any destruction, defacement, damage, impairment or removal of any part of the Property caused by an act or omission of the TENANT or by any person, animal or pet on the Property at any time with the express or implied permission or consent of the TENANT; and
- (7) Not engage in conduct, or allow any person, animal or pet on the Property with the express or implied permission or consent of the TENANT to engage in conduct, that will disturb the quiet and peaceful enjoyment of the premises by other TENANTS.
- B. TENANT agrees that any violation of these obligations and duties shall be considered a material breach of this Lease.

13. CONSEQUENCES OF BREACH BY TENANT:

- A. If TENANT, by any act or omission or by the act or omission of any of TENANT'S family members, invitees, licensees or guests, violates any of the terms or conditions of this Lease or any other documents made a part of this Lease by reference or attachment, the TENANT shall be considered to be in material breach of this Lease. A breach by one TENANT shall be considered a breach by all TENANTS where the TENANT is more than one person.
- B. If there is a material non-compliance by the TENANT with this Lease or a non-compliance with the obligations and duties of the TENANT contained in this Lease materially affecting health and safety, the LANDLORD may deliver a written notice to the TENANT specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than 30 calendar days after the receipt of the notice, if the breach is not remedied by the TENANT within 14 calendar days of the notice.
- C. The Lease Agreement shall terminate as provided in the notice, except that if the breach is remediable by repairs or the payment of damages or otherwise and the TENANT adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the Lease will not terminate. However, in the event that such breach or similar breach occurs after the 14 calendar day period provided in this subsection, the LANDLORD may deliver a written notice to the TENANT that the Lease will terminate upon a date not less than 30 calendar days after receipt of the notice without providing the opportunity to remedy the breach.
- D. In the case of unpaid rent, the LANDLORD may terminate the Lease if rent is unpaid when due and the TENANT fails to pay the unpaid rent within three (3) calendar days after written notice by the LANDLORD of non-payment and such LANDLORD'S intention to terminate the Lease if the rent is not paid within such three calendar day period. The three-day notice provided for in this subsection shall be computed as three consecutive 24-hour periods (without regard to weekends and holidays). When such notice is served on the TENANT or to any person over 12 years of age residing on the Property or by posting a copy of the notice in a conspicuous place thereon, the three calendar day period shall commence at the time of delivery or posting. When such notice is delivered by mailing, an additional two calendar days from the date of mailing shall be allowed for the TENANT to pay such TENANT'S unpaid rent and thereby avoid having the Lease terminated.

14. DELIVERY OF NOTICES:

- A. Any giving of notice under this Lease or applicable Kansas law shall be made by TENANT in writing and delivered to the address noted above for the payment of Rent, either by hand delivery or by mail. Delivery by mail shall not be considered complete until actual receipt by the LANDLORD or LANDLORD'S agent.
- B. Any notices from the LANDLORD to the TENANT shall be in writing and shall be deemed sufficiently served upon the TENANT when deposited in the mail addressed to the Property, addressed to the TENANT'S last known post office address, hand delivered or placed in the TENANT'S mailbox or when tacked or taped to the front door of the leased Property. If the TENANT is more than one person, then notice to one TENANT shall be deemed sufficient notice to all TENANTS.

15. LANDLORD LIABILITY TO TENANT AND TENANT INSURANCE:

- A. LANDLORD shall not be liable to TENANT, TENANT'S family members, invitees, licensees or guests for damages not proximately caused by the LANDLORD or LANDLORD'S agents. LANDLORD will not compensate the TENANT or anyone else for damages proximately caused by any other source or by Acts of God. As a result, TENANT is therefore strongly recommended to independently purchase insurance to protect the TENANT, TENANT'S family members, invitees, licensees and guests and all personal property on the Property or in any common areas from any and all damages.
- B. TENANT 🛄 shall 🔲 shall not be required to purchase and maintain tenant liability insurance coverage during the duration of this Lease.

16. CONDITION OF THE PROPERTY:

- A. TENANT hereby acknowledges that the TENANT has examined the Property prior to the signing of this Lease or knowingly waived such an examination. TENANT acknowledges that the TENANT has not relied on any representations made by the LANDLORD or the LANDLORD'S agents regarding the condition of the Property and that the TENANT takes premises in its "AS IS" condition with no express or implied warranties or representations beyond those contained herein or required by applicable Kansas law.
- B. Within five (5) calendar days of occupying the Property, TENANT agrees to complete, sign and return the Move-In/Move-Out Property Condition Addendum to the LANDLORD. TENANT hereby agrees and acknowledges that the failure to complete, sign and return the Move-In/Move-Out Property Condition Addendum to the LANDLORD within five (5) calendar days may result in the TENANT being responsible for paying for repairs for any pre-existing conditions or damages on the Property at the expiration or termination of this Lease.
- C. TENANT agrees not to damage the Property through any act or omission and to be responsible for any damages sustained through acts or omissions of the TENANT, TENANT'S family members, invitees, licensees or guests. If such damages are incurred, TENANT is required to pay for any resulting repairs along with and in addition to the next month's rent payment, with consequences for non-payment of damages identical to those for non-payment of rent under this Lease. The LANDLORD will apply payments towards the resulting repairs according to the provisions of this Lease.
- D. At the expiration or termination of this Lease, the TENANT shall return the Property in as good of condition as when taken by the TENANT at the beginning of the Lease, excluding normal wear and tear, depreciation and damage from causes beyond the TENANT'S control.

17. ADDITIONS, ALTERATIONS OR IMPROVEMENTS TO THE PROPERTY:

- A. TENANT shall make no additions, alterations, decorations or improvements to the Property without first obtaining the express written consent of the LANDLORD. Any of the above-described work shall become part of the Property and shall remain with the Property at the expiration or termination of this Lease.
- B. If carried out by independent contractors, said contractors must be approved in advance by the LANDLORD. TENANT shall not contract for work to be done on the Property without first placing funds sufficient to satisfy the contract price in an escrow account approved by the LANDLORD. All work shall be done at such times and in such manner as LANDLORD may designate.
- C. If a construction or mechanics' lien is placed on the Property as a result of such work, this lien shall be satisfied by the TENANT within ten (10) calendar days thereafter at the TENANT'S sole expense. TENANT shall be considered to be in breach of this Lease upon the failure to satisfy such a lien within the time required under this section.

Residential Real Estate Lease Agreement

18. NO ILLEGAL USE OF THE PROPERTY:

- A. TENANT shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the Property or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the Property, the TENANT agrees to immediately inform the LANDLORD and the appropriate authorities of the illegal acts or omissions occurring on the Property.
- B. TENANT shall bear responsibility for any and all illegal acts or omissions occurring on the Property and shall be considered to be in breach of this Lease upon an arrest or charge for any felony or misdemeanor crime of the TENANT or any of TENANT'S family members, invitees, licensees or guests for any illegal act or omission occurring on the Property, whether known or unknown to the TENANT.

19. NOTICE OF INJURIES:

- A. In the event of any significant injury or damage to the TENANT, TENANT'S family members, invitees, licensees or guests, or any personal property thereof, suffered in the Property or in any common area, written notice of same shall be provided by the TENANT to the LANDLORD at the address designated for delivery of notices or payment of rent as soon as possible, but in any event not later than five (5) calendar days after said injury or damage.
- B. TENANT'S failure to provide such notice to the LANDLORD shall constitute a breach of this Lease.

20. LANDLORD'S RIGHT TO MORTGAGE:

- A. TENANT agrees to accept the Property subject to and subordinate to any existing or future mortgage or other liens and the LANDLORD reserves the right to subject the Property to the same.
- B. TENANT agrees to and hereby irrevocably grants the LANDLORD power of attorney for TENANT for the sole purpose of executing and delivering in the name of the TENANT any documents related to the LANDLORD'S right to subject the Property to a mortgage or other lien.

21. ABANDONMENT:

- A. During any absence of the TENANT in excess of 30 calendar days, the LANDLORD may enter the Property at all times reasonably necessary to examine and inspect the Property.
- B. If, after the TENANT is ten (10) calendar days in default for non-payment of rent and has removed a substantial portion of such TENANT'S belongings from the Property, the LANDLORD may assume that the TENANT has abandoned the Property unless such TENANT has notified the LANDLORD to the contrary.
- C. This provision is subordinate to and shall not in any way impair the rights and remedies of the LANDLORD under this Lease or applicable Kansas law, except that in the case of abandonment the LANDLORD or the LANDLORD'S agents may immediately or any time thereafter enter and re-take possession of the Property as provided by applicable Kansas law and terminate this Lease without any notice to the TENANT.

22. NOTICE OF ABSENCE FROM THE PROPERTY:

A. If the TENANT is to be absent from the Property for more than seven (7) or more consecutive calendar days, the TENANT shall provide written notice to the LANDLORD of this absence no later than the first day of the extended absence. If such absences are customary or frequent, the expected frequency and duration of the customary absence shall be noted here:

B. TENANT expressly agrees and acknowledges that absence from the Property, with or without notice, in no way removes the TENANT'S responsibility to pay rent and other payments as specified in this Lease, be subject to the consequences of failure to pay rent and other payments in a timely fashion or be subject to any other obligations under this Lease.

23. POSSESSION OF THE PREMISES:

A. TENANT shall not be entitled to possession of the Property until the security deposit and first month's rent (or pro-rated portion thereof for a partial month) are paid in full and the Property has been vacated by the prior occupant.

Residential Real Estate Lease Agreement

- B. TENANT expressly agrees and acknowledges that if by reason of the Property being unready for occupancy, the prior occupant not vacating the premises in a timely fashion or any other cause whatsoever, the TENANT shall be unable to enter and occupy the Property.
- C. TENANT expressly agrees and acknowledges that the LANDLORD shall not be liable to the TENANT for damages for the inability of the TENANT to enter and occupy the Property as specified in this section. The LANDLORD shall abate the rent and other charges and fees required under this Lease for the period in which the TENANT is unable to enter and occupy the Property.

24. MATERIALITY OF APPLICATION TO RENT: All representations made by the TENANT on the Application for Occupancy are material to the LANDLORD'S grant of this Lease and the Lease is granted only on the condition of the accuracy and truthfulness of said TENANT'S representations in the Application for Occupancy. If a failure to disclose or lack of truthfulness is discovered on said application, the LANDLORD may deem the TENANT to be in breach of this Lease and may terminate this Lease.

25. MODIFICATION OF THIS LEASE:

- A. Any modification of this Lease shall not be binding upon the parties unless the modifications are in writing and signed by the LANDLORD or LANDLORD'S authorized agent and the TENANT(S).
- B. No oral representation shall be effective to modify this Lease.
- C. If any provision is added, modified or stricken from the Lease, the remaining provisions of this Lease shall remain in full force and effect.

26. REMEDIES NOT EXCLUSIVE: The remedies and rights contained in and conveyed by this Lease are cumulative and are not exclusive of other rights, remedies and benefits allowed by applicable Kansas law.

27. SEVERABILITY: If any provision of this Lease, or any portion thereof, is rendered invalid by operation of law, judgment or court order, the remaining provisions or portions thereof shall remain valid and enforceable and shall be construed to so remain in force.

28. NO WAIVER:

- A. The failure of the LANDLORD to insist upon the strict performance of the terms, covenants and agreements contained in this Lease shall not be construed as a waiver or relinquishment of the LANDLORD'S right thereafter to enforce any such term, covenant or condition, but the same shall continue in full force and effect.
- B. No act or omission of the LANDLORD shall be considered a waiver of any of the terms and conditions of this Lease, excuse any conduct contrary to the terms and conditions of this Lease or be considered to create a pattern of conduct between the LANDLORD and TENANT upon which the TENANT may rely upon if contrary to the terms and conditions of this Lease.

29. HEIRS AND ASSIGNS:

- A. LANDLORD and TENANT agree and acknowledge that all covenants of this Lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as otherwise provided in this Lease, assignees of the parties to this Lease.
- B. Nothing contained in this section shall be construed so as to allow the TENANT to transfer or assign this Lease in violation of the terms and conditions of this Lease.

30. DESTRUCTION OF PREMISES OR A PORTION OF THE PREMISES:

- A. If the dwelling unit on the Property is damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired, the TENANT:
 - (1) May vacate the Property immediately and shall notify the LANDLORD in writing within five (5) calendar days of vacating the Property of such TENANT'S intention to terminate this Lease, in which case the Lease terminates as of the date the TENANT vacated the Property; or
 - (2) If continued occupancy is lawful, may with the agreement of the LANDLORD vacate any part of the Property rendered unusable by the fire or casualty, in which case the TENANT'S liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Property.

B. If this Lease is terminated pursuant to this section, the LANDLORD shall return that portion of the security deposit recoverable by the TENANT under the provisions of this Lease and the apportioned amount of the current month's rent due back to the TENANT based on the date the TENANT vacated the Property.

31. EMINENT DOMAIN: In the event that the Property shall be taken by eminent domain or otherwise condemned by a governmental authority, the rent shall be prorated to the date of the taking or condemnation and this Lease shall terminate on that date. TENANT shall not be entitled to receive any portion of any award provided to the LANDLORD or owner of the Property for such eminent domain taking or condemnation.

32. LANDLORD ENTRY:

- A. In addition to the rights provided by applicable Kansas law, the LANDLORD shall have the right to enter the Property at all reasonable times, after reasonable notice to the TENANT, for the purpose of:
 - (1) Inspecting the Property;
 - (2) Making necessary or agreed repairs, decorations, alterations or improvements;
 - (3) Supplying necessary or agreed services;
 - (4) Showing the Property to prospective or actual purchasers, mortgagees, tenants, workmen or contractors; or
 - (5) Removing any alterations, additions, fixtures and any other objects that may be affixed or erected in violation of the terms and conditions of this Lease.
- B. LANDLORD may enter the Property without the consent of the TENANT in the case of extreme hazard involving the potential loss of life for occupants of the Property or severe property damage to the Property.

33. GOVERNING PROVISIONS: This Lease shall be governed by the statutory and case law of the state of Kansas.

34. ELECTRONIC SIGNATURES AND TRANSACTIONS: LANDLORD and TENANT agree that this transaction may be conducted through electronic means according to the Kansas Uniform Electronic Transactions Act.

35. ACKNOWLEDGEMENT OF RECEIPT OF THE AGREEMENT: TENANT(S) hereby acknowledges and certifies that they have read, understood and received a copy of this Lease Agreement.

36. ENTIRE AGREEMENT OF THE PARTIES:

A. This agreement constitutes the entire agreement between the parties. Any prior agreements pertaining to this Lease, whether oral or written, have been merged into this agreement. There shall be no modification of any terms of this agreement unless such modification has been agreed to in writing and signed by both parties.

37. FORM AGREEMENT AND RECOMMENDATIONS FOR INDEPENDENT LEGAL ADVICE: This agreement has been approved as a form contract by the legal counsel of the Kansas Association of REALTORS® for exclusive use by its REALTOR® members. This is a legally binding contract when the LANDLORD and TENANT sign the agreement. If not understood, the Kansas Association of REALTORS® recommends that either party should seek the advice of an attorney before signing the completed agreement.

38. SPECIAL CONDITIONS, PROVISIONS OR TERMS:

Copyright © 2014 Kansas Association of REALTORS®

CAREFULLY READ THE TERMS OF THIS AGREEMENT BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

LANDLORD'S SIGNATURE	DATE	TENANT'S SIGNATURE	DATE
LANDLORD'S MAILING ADDRESS		TENANT'S SIGNATURE	DATE
LANDLORD'S CITY, STATE AND ZIP CODE		TENANT'S SIGNATURE	DATE
LANDLORD'S CONTACT TELEPHONE NUMBER		TENANT'S SIGNATURE	DATE
LANDLORD'S EMAIL ADDRESS		TENANT'S EMAIL ADDRESS	

Rental Property Inventory & Condition Form Per K.S.A. 58-2548

Inventory and condition form concerning the property at (address):

Complete this form within five days of moving in. All items are presumed to be in good condition unless noted otherwise. Test all locks, window latches, smoke detectors, and equipment. This form is not a repair request. Submit all requests for repairs separately using a maintenance request. You and your Landlord might also use this form upon move-out. Keep a copy for your records. Note any defects in the items listed below.

Α.	Exterior Items	Move-In Comments	Move-Out Comments
	Mailbox Fences & Gates Pool/Spa & Equip. Lawn, Trees & Shrubs Roof & Gutters Siding & Paint Drive Front Door Door Knob & Lock Weatherstripping Light/Bulb Door Bell Back Door Door Knob & Lock Weatherstripping Door Light/Bulb Patio Door Door Knob & Lock Weatherstripping Door Light/Bulb Water Shut-Off Valve Loo Other		
<u>B.</u>	Garage	Move-In Comments	Move-Out Comments
	Ceilings & Walls Floor Auto Door Opener Safety Reversal Remotes Garage Doors Exterior Doors & Stops Storage Room Other		
<u>C.</u>	Entry	Move-In Comments	Move-Out Comments
	Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs		

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Flooring		
Light Fixtures		
Windows & Screens		
Widow Latches		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

D. Living Room

Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs Flooring Lights & Ceiling Fans Windows & Screens Widow Latches Drapes/Blinds/Shutters Plugs & Switches Closet Shelves & Rods Cabinets Fireplace Other

E. Dining Room

Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs Flooring Lights & Ceiling Fans Windows & Screens Widow Latches Drapes/Blinds/Shutters Plugs & Switches **Closet Shelves & Rods** Cabinets Other

Move-In Comments

Move-In Comments

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F. Kitchen & Breakfast

Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs Flooring Lights & Ceiling Fans Windows & Screens Widow Latches Drapes/Blinds/Shutters Plugs & Switches Pantry & Shelves Cabinets & Handles **Drawers & Handles** Countertops

Move-In Comments

Move-Out Comments

Move-Out Comments

Move-Out Comments



Range	
Oven	
Racks	
Knobs	
Broiler	
Vent Hood	
Light & Fan	
Filter	
Garbage Disposer	
Sink & Faucet	
Dishwasher	
Silver Basket	
Soap Dispenser	
Racks	
Refrigerator	
Ice Trays	
Shelves & Drawers	
Butter Tray	
Light & Bulb	
Other	

G. Halls

Move-In Comments

H. Family Room

Move-In Comments

Ceiling & Walls	
Paint & Wallpaper	
Doors & Door Stops	
Door Locks & Knobs	
Flooring	
Lights & Ceiling Fans	
Windows & Screens	
Widow Latches	
Drapes/Blinds/Shutters	
Plugs & Switches	
Closet Shelves & Rods	
Cabinets	
Fireplace Other	

Master Bedroom (1) ١.

Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs Flooring Lights & Ceiling Fans

Move-In Comments

Move-Out Comments

Move-Out Comments



Move-Out Comments

Windows & Screens		
Widow Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

J. Master Bathroom (1)

Move-In Comments

Ceiling & Walls	
Paint & Wallpaper	
Doors & Door Stops	
Door Locks & Knobs	
Flooring	
Light Fixtures	
Windows & Screens	
Widow Latches	
Drapes/Blinds/Shutters	
Plugs & Switches	
Closet Shelves & Rods	
Cabinets & Handles	
Countertops	
Sinks & Faucets	
Tub/Shower & Faucets	
Toilet	
Heaters/Exhaust Fans	
Towel Fixtures	
Other	

K. Bedroom (2)

Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs Flooring Lights & Ceiling Fans Windows & Screens Widow Latches Drapes/Blinds/Shutters Plugs & Switches **Closet Shelves & Rods** Cabinets Other

Bedroom (3)

Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs Flooring Lights & Ceiling Fans Windows & Screens Widow Latches Drapes/Blinds/Shutters Plugs & Switches

Move-In Comments

Move-In Comments

Move-Out Comments

Move-Out Comments

Move-Out Comments



M. Bedroom (4)

Flooring

Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs

Lights & Ceiling Fans Windows & Screens Widow Latches Drapes/Blinds/Shutters Plugs & Switches Closet Shelves & Rods

Move-In Comments

N. Bathroom (2)

Cabinets Other

Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs Flooring Light Fixtures Windows & Screens Widow Latches Drapes/Blinds/Shutters Plugs & Switches **Closet Shelves & Rods** Cabinets & Handles Countertops Sinks & Faucets Tub/Shower & Faucets Toilet Heaters/Exhaust Fans **Towel Fixtures** Other

Move-In Comments

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N. Bathroom (3)

Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs Flooring Light Fixtures Windows & Screens Widow Latches Drapes/Blinds/Shutters Plugs & Switches Closet Shelves & Rods Cabinets & Handles Countertops Sinks & Faucets

Move-In Comments

Move-Out Comments

Move-Out Comments

Move-Out Comments



	Tub/Shower & Faucets Toilet Heaters/Exhaust Fans Towel Fixtures Other			
<u>P.</u>	Utility Room	Move-In Comments		Move-Out Comments
	Ceiling & Walls Paint & Wallpaper Doors & Door Stops Door Locks & Knobs Flooring Light Fixtures Plugs & Switches Closet Shelves & Rods Cabinets & Handles Countertops Sinks & Faucets Washer & Dryer W&D Connections Other			
<u>Q</u> .	Other	Move-In Comments		Move-Out Comments
	Central A/C & Heat Filter Thermostat Window A/C Units Space or Wall Heaters Water Heater Water Softener Smoke Detectors Security System Other			
<u>R.</u>	Number of Keys: Re	eceived Returned		Received Returned
	Door keys: Mailbox keys: Security Cards:		Garage Door Oper Laundry Room Ke Recreational Facil	ys:

The undersigned acknowledge that the above is an accurate assessment of the condition of the property as of the date signed.

Tenant

Date

Landlord

Date

Example: Repair Request

Maintenance Request - For the Rental Unit

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2553

To: (Landlord)	
Street Address:	
City/State Zip:	
From: (Tenants)	
Rental Property Address:	
City/State Zip:	
Phone, Email, Text, etc.:	
Additional Phone #'s:	

The following maintenance and/or repair is needed at the rental unit. Describe the problem in detail. Note when the problem started (for example, "The wall got wet when it rained"; give dates & be descriptive. The problem should be described good enough for the landlord to understand it. Attach pictures & other supporting materials only if the information will help the landlord better understand the problem. You might explain how the rental property might be further damaged if the requested maintenance is not done & how it is affecting you.

I prefer (circle one) - to be / not to be - at home when the maintenance repair(s) is/are done.

Signature of tenant

Date

Keep a copy for your records