



FROM COUNSEL

A Preventive Law Service of the Fort Riley Legal Assistance Office
Keeping You Informed On Personal Legal Affairs

Kansas Landlord Tenant Law

1. **PURPOSE:** To provide information regarding entering and terminating a residential lease in Kansas.

2. **PREPARATION:** To avoid legal problems, you must consider many important things before renting. Some considerations are facts such as the location of the rental property, the amount of space, the length and terms of the lease, the costs for security deposit, rent, utilities and damages, and your ability to terminate the lease. If you have researched these issues and are comfortable with the results, the next step is to go to the Housing Services Office for a list of Recommended Apartments and Property Management Companies leasing housing. There are important questions to ask at the Housing Services Office. Ask if the property has been inspected. Ask if previous tenants made any complaints about the property or against the landlord. Also, you should talk to other Soldiers who rent in the neighborhood where you plan to live. They can tell you things about the neighborhood that might be important to you to know.

3. **INSPECTION:** This can keep you from paying for prior tenants' damages. If you have done your research and have found a property that suits your needs, take a friend as a witness and a camera, and do a walk-through inspection. Document the inspection of the property with the landlord. Document and photograph any and all damage you find. You and the landlord should both sign and date the inspection checklist. Keep a copy of the inspection for your records. Kansas law says that you and the landlord are to do the inspection together. If the landlord does not conduct the inspection with you within five days after you move in, then do one with a member of the Housing Services Office and send a copy of the checklist to the landlord by certified mail. Take pictures or a video of the property. If you find any damage after you have done the inspection, let the landlord know, in writing, and keep a copy for yourself with your checklist. Always keep a record of work orders. Complete a walk-through again at lease termination. Have the check-in inspection available to compare.

4. **REVIEW THE LEASE DOCUMENT:** Read and understand all documents and relevant law before signing. **A lease is a binding, legal contract.** Make sure you know how to get out of the lease before you sign it. You can bring the lease to Legal Assistance for review before you sign it. Before signing if there are parts of the lease you do not understand or parts that you disagree with, discuss the matter with your landlord and the Housing Services Office. If you still do not understand a portion of the lease or disagree with any part of the lease, call the Legal Assistance Office. Get legal advice! Finally, do not rely on verbal promises made by the landlord. Write all promises directly in the lease before signing.



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5. MILITARY CLAUSE AND SCRA: Any clause within the lease indicating the Servicemembers Civil Relief Act (SCRA) will not apply or that you are waiving any of your rights under the SCRA is not valid. If there is a military clause, it should be more favorable to your situation than the SCRA. The SCRA provides for termination of leases by Servicemembers and Dependents after receipt of certain military orders. The soldier must give the landlord written notice of their intent to move out and to furnish the landlord a copy of their orders or a commanders letter **more than** thirty days before a full month's final rent is due. If the landlord will not let you omit or change a military clause, contact Housing Services or Legal Assistance before you sign the lease.

6. SECURITY DEPOSIT: When you lease, you may have to pay a security deposit. Whether it is based on your rent or is a flat fee, your security deposit generally cannot exceed your monthly rent.

a. Be sure you know the amount of security deposit and when it is due before you sign the lease. There are three exceptions to the general rule that a security deposit cannot exceed one month's rent. First, if you have a **pet**, you may be required to pay a deposit that is one and one half (1 ½) times your monthly rent. Second, if you move into a **furnished home**, you may also be required to pay a deposit that is one and one half (1 ½) times your monthly rent. If you rent a home that is **furnished and you have pets**, your deposit can be as much as twice your monthly rent. Finally, some housing authorities are authorized to set security deposit schedules allowing tenants to pay the security deposit in installments as opposed to one lump sum. If your security deposit amount exceeds your monthly rent have it reviewed by the Legal Assistance Office before you sign the lease.

b. **Do not try to use your security deposit to pay rent while leasing.** Kansas law says that you can lose your security deposit AND still be held responsible for the rent you were trying to pay with your security deposit if you fail to pay rent for the final month.

c. Upon lease termination, the landlord is required to return your security deposit within 14 days or determine damages and send you the itemized list no more than thirty days after you have turned in your keys. If the landlord does not itemize his or her damages, but instead tries to keep your security deposit just because you broke your lease, you can file a suit in Small Claims Court for return of the deposit plus a penalty of one and one half (1 ½) times the amount wrongfully withheld.

d. **Beware!** Landlords sometimes include forfeiture or termination clauses in their lease agreements requiring automatic forfeiture of your security deposit or payment of a fee if you improperly terminate your lease before the lease term ends. If you recognize this clause when reviewing the lease, do not sign the lease. Tell the landlord that the law does not allow automatic forfeiture of your security deposit unless you use it to pay rent while leasing. Additionally, the SCRA does not allow for any penalty if you must terminate early under military orders. The landlord cannot require your signature to a separate agreement regarding forfeiture of the deposit upon lease termination after your lease is signed, either.

7. TERMINATION: The way to terminate a lease agreement is determined by whether the lease is month-to-month or a lease for a term. **Seek legal advice before you terminate your lease.**

a. **Month-to-Month Lease:** A month-to-month lease does not specify a date when the lease terminates. For normal situations, written notice must be given thirty days prior to the next rent due date, otherwise you may owe another month's rent. Lesser notice may be required if terminating due to military orders.

b. **Lease for a Term:** A lease for a term is a lease for a specific period of time, for example six months or a year. This is the most common type of lease. The general rule is that a lease for a term is binding for the entire amount and cannot be terminated early. In addition, most leases will require you to give written notice thirty days prior to the end of the term if you are not going to renew your lease. There are exceptions to this general rule such as terminating due to military orders. The following "problem" situations also allow for early termination of a lease. Again, seek legal advice before you terminate your lease.

8. PROBLEMS WITH THE RENTAL PROPERTY

a. If the home or apartment you rented **needs repair, immediately notify the landlord of the problem(s) in writing.** Describe the problems that need repair and state that the landlord has fourteen days to make a good faith effort to fix them. If the landlord does not attempt to fix the problem within thirty days after receipt of the notice, you can terminate the lease. The Housing Services Office has a form for tenant 14/30 day notices.

b. If the landlord attempts to fix the problem, but the same or similar problems arise, write another thirty-day notice of your intent to terminate the lease. Contact the Housing Services Office to inspect the premises and/or mediate with your landlord. If the problem is so severe that you think it poses a threat to your health or the health of you family, contact your county health, building code and housing departments, and file written complaints. They will document any illegal conditions and make sure your landlord addresses them. **Warning: Some landlords include clauses that make you responsible for maintenance and repairs!**

9. MITIGATION: If you enter into a lease for a term (e.g., one year), and leave before the term expires, the landlord can sue for the rent owed on the remaining months leased. However, the landlord must first attempt to mitigate his/her damages. This means that the landlord must attempt to re-rent the premises as soon as he/she knows that you are leaving. The landlord must then subtract the rent he/she receives from the amount due under the lease. You are responsible for the balance.

10. OTHER HELPFUL SOURCES OF INFORMATION:

- a. U.S. Department of Housing and Urban Development (HUD) (800)-225-5342
- b. Kansas Attorney General <https://www.ag.ks.gov/file-a-complaint>
- c. Fort Riley Housing Services Office (785) 239-3525
- d. City of Manhattan Code Inspection Office <https://cityofmhk.com/2841/Inspections>;
- e. Junction City Code Inspection and Enforcement, (785) 210-2951, <https://www.junctioncity-ks.gov/163/Building-Codes>.

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FROM COUNSEL is distributed by the Fort Riley Office of the Staff Judge Advocate, Legal Assistance Office, located in Building 216. **Consult an attorney for specific legal advice for your particular situation.** Our office hours are: 0900 – 1600 MON-THUR, 0900-1500 FRI. Call 239-3117 for an appointment.