

is important to you, you have the right, within limits, to insist that you be at home when your landlord comes over. So, if you work days, you have the right to ask that your landlord come over after you get home or on the weekend. If you work 3 to 11, you have the right to ask your landlord to come before 2:30. And so on. If it is impossible for you to arrange a time when you can be at home and your landlord can reasonably arrange to come over, then you may need to arrange to leave your key with a friend or relative or let the landlord make repairs when you are gone.

Remember, if your time schedule forces your landlord to pay more for repairs, for instance having to pay time-and-a-half or double-time to a plumber who could have come during normal working hours, that cost could reasonably be passed on to you.

If your landlord is selling your place, real estate people are subject to the same rules and regulations about entering your property as your landlord.

If you are having problems with landlord entry, write a letter to your landlord and explain exactly when people can and cannot come over to your house and how much advance notice you must have. Give phone numbers for reaching you.

You should not refuse “reasonable entry,” neither should your landlord use the right of entry to harass you.

If a tenant continues to have trouble with illegal entry by the landlord, the tenant has the right to get a court order to stop the landlord or to give notice and move. The tenant also has the right to recover actual money losses.

Likewise, if a tenant continues to illegally refuse entry to a landlord, the landlord can get a court order to enter or can evict the tenant, recovering actual money losses from the tenant.

TENANT RESPONSIBILITIES



A tenancy is a two-way street, and you as a tenant should do all you can to meet your responsibilities. Just because you know your rights, you should not unnecessarily agitate your landlord.

Always try to work out your problems first. It's never wise to start off as adversaries. Outside people (courts, inspectors) should only be used when you can't work things out with a stubborn landlord.

You are responsible to:

Pay your rent on time and in full. This should seem obvious, but it is more important than you might realize. When tenants are not paid up on their rent, they lose a number of rights otherwise guaranteed by law. In addition, you take the chance of receiving an eviction notice for non-payment of rent. Landlords also claim that time spent trying to collect rent is time they can't spend on repairs, maintenance, etc.

Keep the parts of the building you rent (including appliances) as clean as the building's condition allows. Your landlord may not do anything to improve your conditions if you don't try yourself.

Be a good neighbor. Try to get along with other tenants. You are, in addition to your own actions, responsible for those of your family, your friends, your friends' friends – any person or animal at your home with your express or implied consent. Any damage or trouble caused by these other parties can be held against you. Remember, everyone has a right to the peaceful enjoyment of the property.

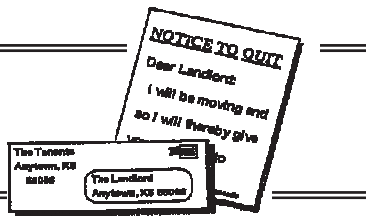
Check with your landlord before you make any modifications or improvements, such as shelves or carpet. Unless you make some other

arrangement, anything attached to the property stays with the property by law or the landlord can require that the place be returned to its original condition. The time to ask is before the carpet you bought is tacked to the floor, not after. Again, be sure it's in writing.

Check before having a roommate move in or before getting a pet since both would be changes in your original agreement.

Notify your landlord if you plan to be away from your house or apartment for more than a few days. Many leases require this and it's a good idea for security reasons.

TERMINATING THE TENANCY



The state of Kansas has established specific procedures for terminating a tenancy and does not recognize any others. **GIVE OR GET PROPER WRITTEN NOTICE EVEN IF YOU HAVE NOTHING ELSE IN WRITING WITH THE LANDLORD!**

You are required to pay for all the time you live in the home, whether you are evicted or not. Tenants are not protected from eviction because of illness or pregnancy in the household.

Leases vary. If you have a lease, read it carefully for notice and renewal requirements. Leases can require less than the normal 30 days notice (some do!), they can also require more. As long as the notice requirement seems basically fair and equitable (not “unconscionable”), a court would likely uphold it.

Delivery of Notices Kansas law generally recognizes delivery of notices when they are:

- 1) hand delivered to the person or to someone over 12 years of age who lives at the person's address,
- 2) posted in a conspicuous place at the person's address, or

- 3) mailed to the person's address.

It is always good to have a witness or other proof (verified photo, certificate of mailing, etc.) of whatever method you choose.

NOTICE TO THE LANDLORD

30 days notice in writing in advance of a rent due date is required in all month-to-month tenancies. Your planned move-out date should be specified. You do not have to state a reason.

30 days written notice from any date must be given when a written lease with a term longer than month-to-month requires 30 days notice but does not specify that notice must be from rent date to rent date.

Week-to-week tenancies require at least 7 days' written notice in advance of a move-out date specified in the notice. If your rent period is two weeks-to-two weeks, 2 weeks written notice is required.

Military personnel with month-to-month written or verbal agreements are required to give only 15 days written notice if termination is necessary because of orders to relocate (per Kansas law).

Military personnel with a long term lease who receive relocation or activation orders, under the Servicemembers' Civil Relief Act (a federal law), are responsible to give written notice, pay rent for the month in which written notice is given, and pay one additional month's rent. Dependents living in the residence with the servicemember are also covered by the Act.

14/30-Day Notice of Landlord Noncompliance is given when there is a problem the landlord must resolve to ensure the tenant will stay. These notices must be for at least 30 days and end on a rent due date (See Tenant Remedies section in this chapter.)