



# RIGHTS AND RESPONSIBILITIES

The Kansas Residential Landlord and Tenant Act specifies rights and responsibilities for Kansas landlords and tenants. It has 33 sections and covers landlords and tenants who don't have written agreements as well as those who do.

Just like the Landlord-Tenant Act, any city or county codes or laws in your area that have to do with housing will affect both you and your landlord. **You should find out what they are and know what they say.**

## SECURITY DEPOSITS



Before you are able to move into a rental property, your landlord may ask for a security deposit. The security deposit is generally used by landlords to hold the rental unit for the tenant until the lease begins. If you leave the money with a landlord, but then decide not to rent, the landlord may try to keep the entire deposit and even sue for additional damages, depending on the situation.

After you move into the place, the money is held by your landlord as insurance against the risk that you will damage the rental unit, leave owing rent, or cause the landlord expenses because you have not followed the law or your rental agreement.

If you agree to clean the premises or perform maintenance and/or repairs instead of paying a security deposit, **be sure to get it in writing or included in the lease.** This must be carefully agreed to: How many hours? At what rate? Exactly what is to be done? Who pays for supplies and materials? When must the work be done?

If agreed, you need to make sure your lease shows an amount of money credited for your security deposit that will be returned to you when you move out and leave the place in

good condition. A better option may be to pay the deposit and perform maintenance and/or repairs in exchange for rent. The same questions should be asked, agreed to, and plainly stated in a written agreement.

Kansas law clearly defines how security deposits can be used and how to get them back. You can protect your security deposit by remembering a few important things:

- Landlords do not have to collect security deposits. They may, but they don't have to.
- Landlords do not have to pay interest on the security deposit. If your landlord agrees to pay interest, you should get it in writing.
- There are limits on how much a landlord may charge for a deposit:
  - unfurnished** – 1 month's rent
  - furnished** – 1½ month's rent
  - pets** – additional ½ month's rent

**So, if the rent on your apartment is \$400 per month and the apartment is unfurnished, your deposit can be no more than \$400. If it is furnished, the deposit can be no more than \$600. You could be charged an extra \$200 if you have a pet or pets (total of ½ month's rent). With pets and furniture, then, it could go as high as \$800. These rules are especially important to watch if you are renting with roommates and the landlord is collecting a deposit from each of you. The total cannot legally go over the limits.**

- Ask that the amount of the deposit be written into your lease.
- Get a receipt for payment of the security deposit.
- Normal wear and tear on your apartment could be misrepresented as damage. To prevent this, be sure to fill out a checklist or inventory when you move in. (See Move-In Inventory section in this chapter.)