
RENT AND LATE FEES



Rent is due, in full, on or before the rent-paying date. In Kansas, in a month-to-month tenancy, if a rent-paying date has not been specified, the law says it is assumed to be the first of the month. If your rent date is to be other than the first, it's best to have it in writing!

The law also says that if the landlord has not specified that you should deliver or mail the rent, the landlord is expected to pick it up at the dwelling. The landlord can require you to pay the rent in a specific way; he may not accept personal checks or cash, he may want only money orders or cashier's checks, etc. However you pay, a dated receipt signed by the landlord proves you paid and when. NEVER pay cash unless you get a receipt when you hand over the money.

Your landlord can charge a "late fee" if you pay your rent late as long as it was included in your rental agreement. Whatever you have should clearly state when the fee will be assessed and how much will be charged. If your landlord wants to add the ability to charge late fees, a 30-day written notice in advance of a rent date would be required in a month-to-month tenancy. The landlord would have to wait until renewal time to start charging late fees when a term lease is in place.

RENT RAISES

Kansas law does not limit how much your rent can be raised or how often.

Because a rent raise is similar to an eviction, there is one rule. If you have a month-to-month lease, your landlord must inform you, **IN WRITING**, of a rent raise at least 30 days before the rent date when it is supposed to go into effect. Having utilities transferred to your name is the same thing as a rent raise, so the same rule applies.

It is preferable to get at least 45 days' notice so you can decide whether to stay or give a 30-day notice and move, but 30 days is all that is commonly required.

If you get a notice of a rent raise, check your lease, if you have one. One reason people sign long-term leases is to protect against rent raises for periods of 6 months or a year or whatever period your lease covers. If your lease doesn't allow for a rent raise, don't pay. Or if your lease allows for rent raises only to cover costs of increased taxes and utilities (an "escalator" clause), insist on seeing the last year or two's receipts to prove that the increase is fair and necessary. You may be surprised at the costs, but maybe the increase will be dropped.

If you live in a complex where rents are raised and you and the other tenants think it's unfair, about the only way you can deal with it is by organizing and negotiating with management as a group (see Tenant Organizations chapter). You may at least be able to get the landlord to make repairs or do other things that have been promised.

GUESTS, GUESTS WHO STAY

Tenants have the right to have guests in their homes for reasonable periods of time unless the rental agreement specifically prohibits company.

If your rental agreement specifies who or how many people can live in your property, as most do, and you let someone move in, you could be at risk. Because you are not complying with your rental agreement, your landlord could insist on new lease terms (maybe more rent), could require the new person to apply and be screened as a tenant, or could ask you to move out.

If you want to let someone stay with you more than 30 days or longer than your lease allows, it is best to get your landlord's written permission.