

# Kansas

## Landlord - Tenant Laws Complete Guide



# Kansas Landlord-Tenant Laws: Complete Guide

## Your Comprehensive Legal Reference

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### Introduction

This comprehensive guide provides a complete overview of Kansas's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

### How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

**Important:** This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Kansas.

# Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

## **Security Deposit Maximum:**

**What This Means:** 1x monthly rent

## **Legal Statute:**

(a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed 1 1/2 months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed 1/2 of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this

subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

K.S.A. 58-2550

L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1; July 1.

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**Security Deposit Interest:**

**What This Means:** No statute

**Legal Statute:**

No content available

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**Separate Security Deposit Bank Account:**

**What This Means:** No statute

**Legal Statute:**

No content available

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**Non-refundable fees:**

**What This Means:** No statute

**Legal Statute:**

No content available

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**Pet Deposits and Additional Fees:**

**What This Means:** 1/2 month's rent maximum in addition to the regular security deposit.

## **Legal Statute:**

(a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed 1 1/2 months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed 1/2 of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

K.S.A. 58-2550

L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1; July 1.

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**Deadline for Returning Security Deposit:**

**What This Means:** 14 days but no longer than 30 days.

**Legal Statute:**

(a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed 1 1/2 months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed 1/2 of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this

subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

K.S.A. 58-2550

L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1; July 1.

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### **Permitted Uses of the Deposit:**

**What This Means:** rent and damages

### **Legal Statute:**

(a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed 1 1/2 months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed 1/2 of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the

tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to  $1\frac{1}{2}$  the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

K.S.A. 58-2550

L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1; July 1.

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### **Security Deposit can be Withheld:**

**What This Means:** Yes

### **Legal Statute:**

(a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed  $1\frac{1}{2}$  months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed  $\frac{1}{2}$  of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

K.S.A. 58-2550

L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1; July 1.

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### **Require Written Description/Itemized List of Damages and Charges:**

**What This Means:** Yes

### **Legal Statute:**

(a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed 1 1/2 months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional

security deposit not to exceed 1/2 of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

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(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

K.S.A. 58-2550

L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1; July 1.

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**Receipt of Security Deposit:**



<https://www.RocketRent.com>

**What This Means:** No statute

**Legal Statute:**

No content available

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**Record Keeping of Deposit Withholdings:**

**What This Means:** Yes

**Legal Statute:**

(a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed 1 1/2 months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed 1/2 of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

K.S.A. 58-2550

L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1; July 1.

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### **Security Deposit: Failure to Comply**

**What This Means:** If landlord fails to comply, then the tenant is able to recover the portion of the deposit that is due plus 1 1/2x the amount withheld.

### **Legal Statute:**

(a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed 1 1/2 months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed 1/2 of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the

determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

K.S.A. 58-2550

L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1; July 1.

## Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

### Rent is Due:

**What This Means:** Due at the beginning of each term of tenancy unless otherwise stated in the agreement. I.e each week or month depending on the type of agreement.

### Legal Statute:

(a) The landlord and tenant may include in a rental agreement, terms and conditions not prohibited by this act or other rule of law, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

(b) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

(c) Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit, and periodic rent is payable at the beginning of any term of one (1) month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day-to-day.

(d) Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week, in the case of a roomer who pays weekly rent, and in all other cases month-to-month.

K.S.A. 58-2545

L. 1975, ch. 290, § 6; July 1.

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### Payment Methods:

**What This Means:** No statute

### Legal Statute:

No content available

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### Rent Increase Notice:

**What This Means:** No statute. The general principle is 30-day notice.

**Legal Statute:**

No content available

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**Late Fees:**

**What This Means:** No statute. Usually they need to be specified in the lease agreement.

**Legal Statute:**

No content available

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**Application Fees:**

**What This Means:** No statute

**Legal Statute:**

No content available

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**Prepaid Rent:**

**What This Means:** No statute. Checking the security deposit clause in the lease agreement is recommended.

**Legal Statute:**

No content available

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**Returned Check Fees:**

**What This Means:** \$100 and damages 3x the amount of the check not to exceed \$500.

**Legal Statute:**

(a) If a person gives a worthless check, the person shall be liable to the holder of the check for the amount of the check, the incurred court costs, the incurred service charge, interest at the statutory rate and the costs of collection including but not limited to reasonable attorney fees, plus an amount equal to the greater of the following:

(1) Damages equal to three times the amount of the check but not exceeding the amount of the check by more than \$500; or

(2) \$100.

The court may waive all or part of the attorney fees provided for by this subsection, if the court finds that the damages and other amounts awarded are sufficient to adequately compensate the holder of the check. In the event the court waives all or part of the attorney fees, the court shall make written findings of fact as to the specific reasons that the amounts awarded are sufficient to adequately compensate the holder of the check.

(b) The amounts specified by subsection (a) shall be recoverable in a civil action brought by or on behalf of the holder of the check only if:

(1) Not less than 14 days before filing the civil action, the holder of the check made written demand on the maker or drawer for payment of the amount of the check, the incurred service charge and accrued interest; and

(2) the maker or drawer failed to tender to the holder, prior to the filing of the action, an amount not less than the amount demanded.

The written demand shall be sent by first class mail, to the person to be given notice at such person's address as it appears on such check, draft or order or to the last known address of the maker or drawer. The written demand shall include notice that, if the money is not paid within 14 days, triple damages in addition to an amount of money equal to the sum of the amount of the check, the incurred service charge, court costs, accrued interest, the costs of collection, including but not limited to, reasonable attorney fees unless the court otherwise orders, may be incurred by the maker or drawer of the check.

Notice required by subsection (b)(1) shall state the exact amount and date due, as well as an estimate of the amount that may be incurred if the amount demanded is not paid by the specified date.

(c) Subsequent to the filing of an action under this section but prior to the commencement of a dispositional hearing by the court, the defendant may tender to the plaintiff as satisfaction of the claim, an amount of money equal to the sum of the amount of the check, the incurred service charge, accrued interest, the costs of collection including, but not limited to, reasonable attorney fees and court costs. The plaintiff shall include in the petition a statement alleging that the defendant may tender such amount as satisfaction of the claim as provided in this subsection. If the amount alleged in the petition is tendered to the plaintiff in full satisfaction of the debt prior to the commencement of the dispositional hearing by the court, the case shall be dismissed by the plaintiff. For purposes of this subsection only, the amount tendered as satisfaction of the claim shall not include triple damages or damages of \$100 as provided in subsections (a)(1) and (2). For purposes of this subsection, a dispositional hearing means a trial or other hearing by the court in which the plaintiff is seeking the entry of judgment against the defendant. The court may

waive all or part of the attorney fees provided for by this subsection, if the court finds that the amount tendered is sufficient to adequately compensate the holder of the check. In the event the court waives all or part of the attorney fees, the court shall make written findings of fact as to the specific reasons that the amount tendered is sufficient to adequately compensate the holder of the check.

(d) If the trier of fact determines that the failure of the defendant to satisfy the dishonored check was due to economic hardship, the court may waive all or part of the damages provided for by this section, but the court shall render judgment against defendant for not less than the amount of the dishonored check, the incurred court costs, service charge and the costs of collection, including but not limited to reasonable attorney fees, unless otherwise provided in this subsection. The court may waive all or part of the attorney fees provided for by this subsection, if the court finds that the damages and other amounts awarded are sufficient to adequately compensate the holder of the check. In the event the court waives all or part of the attorney fees, the court shall make written findings of fact as to the specific reasons that the amounts awarded are sufficient to adequately compensate the holder of the check.

(e) Any amount previously paid as restitution or reparations to the holder of the check by or on behalf of its maker or drawer shall be credited against the amount for which the maker or drawer is liable under subsection (a).

(f) Conviction of giving a worthless check, as defined by K.S.A. 2023 Supp. 21-5821, and amendments thereto, shall not be a prerequisite or bar to recovery pursuant to this section.

(g) The service charge on a check which is dishonored by the drawee because the maker or drawer had no deposits in or credits with the drawee or has not sufficient funds in, or credits with, the drawee for the payment of each check, order or draft in full upon its presentation, shall not exceed \$30.

(h) As used in this section, "giving a worthless check" means the making, drawing, issuing or delivering or causing or directing the making, drawing, issuing or delivering of any check, order or draft on any bank, credit union, savings and loan association or depository for the payment of money or its equivalent:

(1) With intent to defraud or in payment for a preexisting debt; or

(2) which is dishonored by the drawee because the maker or drawer had no deposits in or credits with the drawee or has not sufficient funds in, or credits with, the drawee for the payment of such check, order or draft in full upon its presentation; and

(3) for which the maker or drawer has not tendered to the holder's agent the amount of money demanded and within the time allowed by the demand required in subsection (b).

K.S.A. 60-2610

Amended by L. 2011, ch. 30, § 220, eff. 7/1/2011.

L. 1986, ch. 223, § 1; L. 1990, ch. 209, § 1; L. 1991, ch. 72, § 2; L. 1994, ch. 273, § 14; L. 1995, ch. 230, § 3; L. 1996, ch. 203, § 2; L. 2000, ch. 175, § 8; L. 2001, ch. 186, § 3; L. 2004, ch. 176, § 2; July 1.

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**Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):**

**What This Means:** No statute. If landlord is noncompliant, the tenant can notify them of the breach of contract and terminate the agreement within 30 days.

**Legal Statute:**

(a) Except as otherwise provided in this act, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with K.S.A. 58-2553 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a periodic rent-paying date not less than thirty (30) days after receipt of the notice. The rental agreement shall terminate as provided in the notice, subject to the following:

(1) If the breach is remediable by repairs or the payment of damages or otherwise, and the landlord adequately initiates a good faith effort to remedy the breach within fourteen (14) days after receipt of the notice, the rental agreement shall not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the tenant may deliver a written notice to the landlord specifically describing the breach and stating that the rental agreement shall terminate upon a periodic rent-paying date not less than thirty (30) days after the receipt of such notice by the landlord. The rental agreement then shall terminate as provided in such notice.

(2) The tenant may not terminate for a condition caused by an act or omission of, or which is or can be properly attributable or applicable to, the tenant or any person or animal or pet on the premises at any time with the tenant's express or implied permission or consent.

(b) Except as otherwise provided in this act, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or K.S.A. 58-2553. The remedy provided in this subsection shall be in addition to any right of the tenant arising under subsection (a) of this section.

(c) If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-2550.

(d) The provisions of this section shall not limit a landlord's or tenant's right to terminate the rental agreement pursuant to K.S.A. 58-2570, and amendments thereto.

K.S.A. 58-2559

L. 1975, ch. 290, § 20; L. 1978, ch. 218, § 2; L. 1978, ch. 217, § 2; July 1.

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### **Tenant Allowed to Repair and Deduct Rent:**

**What This Means:** No statute

**Legal Statute:**

No content available

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### **Self-Help Evictions:**

**What This Means:** Not allowed

**Legal Statute:**

If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than one and one-half (1 1/2) months' periodic rent or the damages sustained by the tenant, whichever is greater. If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-2550.

K.S.A. 58-2563

L. 1975, ch. 290, § 24; July 1.

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### **Landlord Allowed to Recover Court and Attorney's Fees:**

**What This Means:** No statute

**Legal Statute:**

No content available

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**Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:**

## **What This Means: Yes**

### **Legal Statute:**

(a) If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days required in K.S.A. 58-2558, and amendments thereto, and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

(b) During any absence of the tenant in excess of 30 days, the landlord may enter the dwelling unit at times reasonably necessary. If, after the tenant is 10 days in default for nonpayment of rent and has removed a substantial portion of such tenant's belongings from the dwelling unit, the landlord may assume that the tenant has abandoned the dwelling unit, unless the tenant has notified the landlord to the contrary.

(c) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it is deemed to be terminated as of the date the new tenancy begins. The rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment, if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender. If the tenancy is from month-to-month, or week-to-week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

(d) If the tenant abandons or surrenders possession of the dwelling unit and leaves household goods, furnishings, fixtures or any other personal property in or at the dwelling unit or if the tenant is removed from the dwelling unit as a result of a forcible detainer action, pursuant to K.S.A. 61-3801 through 61-3808, and amendments thereto, and fails to remove any household goods, furnishings, fixtures or any other personal property in or at the dwelling unit after possession of the dwelling unit is returned to the landlord, the landlord may take possession of the property, store it at tenant's expense and sell or otherwise dispose of the same upon the expiration of 30 days after the landlord takes possession of the property, if at least 15 days prior to the sale or other disposition of such property the landlord shall publish once in a newspaper of general circulation in the county in which such dwelling unit is located a notice of the landlord's intention to sell or dispose of such property. Within seven days after publication, a copy of the published notice shall be mailed by the landlord to the tenant at the tenant's last known address. Such notice shall state the name of the tenant, a brief description of the property and the approximate date on which the landlord intends to sell or otherwise dispose of such property. If the foregoing requirements are met, the landlord may sell or otherwise dispose of the property without liability to the tenant or to any other person who has or claims to have an interest in such property, except as to any secured creditor who gives notice of creditor's interest in such property to the landlord prior to the sale or disposition thereof, if the landlord has no knowledge or notice that any person, other than the tenant, has or claims to have an interest in such property. During such 30 [30-day] period after the landlord takes possession of the property, and at any time prior to sale or other disposition thereof, the tenant may redeem the

property upon payment to the landlord of the reasonable expenses incurred by the landlord of taking, holding and preparing the property for sale and of any amount due from the tenant to the landlord for rent or otherwise.

(e) Any proceeds from the sale or other disposition of the property as provided in subsection (d) shall be applied by the landlord in the following order:\t(1) To the reasonable expenses of taking, holding, preparing for sale or disposition, giving notice and selling or disposing thereof;\t(2) to the satisfaction of any amount due from the tenant to the landlord for rent or otherwise; and,\t(3) the balance, if any, may be retained by the landlord, without liability to the tenant or to any other person, other than a secured creditor who gave notice of creditors interest as provided in subsection (d), for any profit made as a result of a sale or other disposition of such property.

(f) Any person who purchases or otherwise receives the property pursuant to a sale or other disposition of the property as provided under subsection (d) of this section, without knowledge that such sale or disposition is in violation of the ownership rights or security interest of a third party in the property, takes title to the property free and clear of any right, title, claim or interest of the tenant or such third party in the property.

K.S.A. 58-2565

L. 1975, ch. 290, § 26; L. 1996, ch. 113, § 1; L. 2000, ch. 161, § 107; 1/1/2001.

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## Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

### **Notice to Terminate Tenancy:**

**What This Means:** No notice required if it's a fixed-date lease agreement as it simply ends.

### **Legal Statute:**

Where the time for the termination of a tenancy is specified in the contract, or where a tenant at will commits waste, or in the case of a tenant by sufferance, and in any case where the relation of landlord and tenant does not exist, no notice to quit shall be necessary.

K.S.A. 58-2509

G.S. 1868, ch. 55, § 9; Oct. 31; R.S. 1923, 67-509.

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### **Notice to Terminate a Periodic Lease – Week-to-week:**

**What This Means:** 7-day notice required

### **Legal Statute:**

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days prior to the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other party stating that the tenancy shall terminate upon a periodic rent-paying date not less than 30 days after the receipt of the notice, except that not more than 15 days' written notice by a tenant shall be necessary to terminate any such tenancy where the tenant is in the military service of the United States and termination of the tenancy is necessitated by military orders. Any rental agreement for a definite term of more than 30 days shall not be construed as a month-to-month tenancy, even though the rent is reserved payable at intervals of 30 days.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, if the tenant's holdover is willful and not in good faith the landlord may recover an amount not more than 1 1/2 months' periodic rent or not more than 1 1/2 times the actual damages sustained by the landlord, whichever is greater. If the landlord consents to the tenant's continued occupancy subsection (d) of K.S.A. 58-2545, and amendments thereto, shall govern.

(d) In any action for possession, the landlord may obtain an order of the court granting immediate possession of the dwelling unit to the landlord by filing a motion therefor in

accordance with subsection (b) of K.S.A. 60-207, and amendments thereto, and service thereof on the tenant pursuant to K.S.A. 60-205, and amendments thereto. After a hearing and presentation of evidence on the motion, and if the judge is satisfied that granting immediate possession of the dwelling unit to the landlord is in the interest of justice and will properly protect the interests of all the parties, the judge may enter or cause to be entered an order for the immediate restitution of the premises to the landlord upon the landlord giving an undertaking to the tenant in an amount and with such surety as the court may require, conditioned for the payment of damages or otherwise if judgment be entered in favor of the tenant.

(e) If a landlord provides to a tenant a document which, if signed by the landlord or tenant or both, would constitute the tenant's written notice to the landlord that the tenant intends to vacate the premises, and if such document contains any additional terms that are not contained in the rental agreement between the landlord and tenant, then the document shall include the following statement in no less than ten-point boldface type: 'YOUR SIGNATURE ON THIS DOCUMENT MAY BIND YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRITTEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PROVIDE WRITTEN NOTICE IN ANOTHER FORM.' If such statement does not appear in such document, a tenant's signature on such document shall not bind the tenant to any additional terms that are not contained in the rental agreement.

**Statute Reference:** K.S.A. 58-2570

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### **Notice to Terminate a Periodic Lease – Month-to-Month:**

**What This Means:** 30-day notice required. 15-day notice is accepted if the tenant is U.S. Military.

### **Legal Statute:**

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days prior to the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other party stating that the tenancy shall terminate upon a periodic rent-paying date not less than 30 days after the receipt of the notice, except that not more than 15 days' written notice by a tenant shall be necessary to terminate any such tenancy where the tenant is in the military service of the United States and termination of the tenancy is necessitated by military orders. Any rental agreement for a definite term of more than 30 days shall not be construed as a month-to-month tenancy, even though the rent is reserved payable at intervals of 30 days.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, if the tenant's holdover is willful and not in good faith the landlord may recover an

amount not more than 11/2 months' periodic rent or not more than 11/2 times the actual damages sustained by the landlord, whichever is greater. If the landlord consents to the tenant's continued occupancy subsection (d) of K.S.A. 58-2545, and amendments thereto, shall govern.

(d) In any action for possession, the landlord may obtain an order of the court granting immediate possession of the dwelling unit to the landlord by filing a motion therefor in accordance with subsection (b) of K.S.A. 60-207, and amendments thereto, and service thereof on the tenant pursuant to K.S.A. 60-205, and amendments thereto. After a hearing and presentation of evidence on the motion, and if the judge is satisfied that granting immediate possession of the dwelling unit to the landlord is in the interest of justice and will properly protect the interests of all the parties, the judge may enter or cause to be entered an order for the immediate restitution of the premises to the landlord upon the landlord giving an undertaking to the tenant in an amount and with such surety as the court may require, conditioned for the payment of damages or otherwise if judgment be entered in favor of the tenant.

(e) If a landlord provides to a tenant a document which, if signed by the landlord or tenant or both, would constitute the tenant's written notice to the landlord that the tenant intends to vacate the premises, and if such document contains any additional terms that are not contained in the rental agreement between the landlord and tenant, then the document shall include the following statement in no less than ten-point boldface type: 'YOUR SIGNATURE ON THIS DOCUMENT MAY BIND YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRITTEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PROVIDE WRITTEN NOTICE IN ANOTHER FORM.' If such statement does not appear in such document, a tenant's signature on such document shall not bind the tenant to any additional terms that are not contained in the rental agreement.

K.S.A. 58-2570

L. 1975, ch. 290, § 31; L. 1978, ch. 218, § 3; L. 1978, ch. 217, § 3; L. 2003, ch. 103, § 1; July 1.

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### **Notice to Terminate Lease due to Sale of Property:**

**What This Means:** No statute

**Legal Statute:**

No content available

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### **Notice of date/time of Move-Out Inspection:**

**What This Means:** Within 5 days of moving in or delivery of possession an inspection shall be performed jointly by both parties.

**Legal Statute:**

Within five (5) days of the initial date of occupancy or upon delivery of possession, the landlord, or such landlord's designated representative, and the tenant shall jointly inventory the premises. A written record detailing the condition of the premises and any furnishings or appliances provided shall be completed. Duplicate copies of the record shall be signed by the landlord and the tenant as an indication the inventory was completed. The tenant shall be given a copy of the inventory.

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**Notice of Termination for Nonpayment:**

**What This Means:** If the period of tenancy is 3+ months a 10-day notice to quit is required. If tenancy is less than 3-month period, then a 3-day notice is required.

**Legal Statute:**

If a tenant for a period of three months or longer neglect or refuse to pay rent when due, ten days' notice in writing to quit shall determine the lease, unless such rent be paid before the expiration of said ten days.

K.S.A. 58-2507

G.S. 1868, ch. 55, § 7; Oct. 31; R.S. 1923, 67-507.

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**Notice for Lease Violation:**

**What This Means:** The tenant has 14 days to remedy the situation or the lease is terminated within 30 days provided that the landlord notified the tenant of this in writing.

**Legal Statute:**

(a) Except as otherwise provided in the residential landlord and tenant act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with K.S.A. 58-2555 and amendments thereto 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 rental agreement will terminate upon a date not less than 30 days after receipt of the notice, if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice regardless of the periodic rent-paying date, 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 rental agreement will not terminate. However, in the event that such breach or a similar breach occurs after the 14-day period provided in this subsection, the landlord may deliver a written notice to the tenant that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice without providing the opportunity to remedy the breach. The rental agreement then shall terminate as provided in such notice regardless of the periodic rent-paying date.

(b) The landlord may terminate the rental agreement if rent is unpaid when due and the tenant fails to pay rent within three days, after written notice by the landlord of nonpayment and such landlord's intention to terminate the rental agreement if the rent is not paid within such three-day period. The three-day notice period provided for in this subsection shall be computed as three consecutive 24-hour periods. When such notice is served on the tenant or to some person over 12 years of age residing on the premises, or by posting a copy of the notice in a conspicuous place thereon, the three-day period shall commence at the time of delivery or posting. When such notice is delivered by mailing, an additional two days from the date of mailing should be allowed for the tenant to pay such tenant's rent and thereby avoid having the rental agreement terminated.

(c) Except as otherwise provided in the residential landlord and tenant act, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or K.S.A. 58-2555 and amendments thereto.

(d) The provisions of this section shall not limit a landlord's or tenant's right to terminate the rental agreement pursuant to K.S.A. 58-2570, and amendments thereto.

K.S.A. 58-2564

L. 1975, ch. 290, § 25; L. 1978, ch. 218, § 1; L. 1978, ch. 217, § 1; L. 1992, ch. 306, § 1; July 1.

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### **Required Notice before Entry:**

**What This Means:** No specifications on how much of a notice but reasonable notice is required. Usually 24-hour notice suffices.

### **Legal Statute:**

(a) The landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) The landlord may enter the dwelling unit without consent of the tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

(c) The landlord shall not abuse the right of access or use it to harass the tenant.

K.S.A. 58-2557

L. 1975, ch. 290, § 18; July 1.

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**Entry Allowed with Notice for Maintenance and Repairs:**

**What This Means:** Yes.

**Legal Statute:**

(a) The landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) The landlord may enter the dwelling unit without consent of the tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

(c) The landlord shall not abuse the right of access or use it to harass the tenant.

K.S.A. 58-2557

L. 1975, ch. 290, § 18; July 1.

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**Emergency Entry Allowed without Notice:**

**What This Means:** Yes.

**Legal Statute:**

(a) The landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) The landlord may enter the dwelling unit without consent of the tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

(c) The landlord shall not abuse the right of access or use it to harass the tenant.

K.S.A. 58-2557

L. 1975, ch. 290, § 18; July 1.

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### **Entry Allowed During Tenant's Extended Absence:**

**What This Means:** There is no specific statute regarding entry during extended absence. However, a tenant must notify a landlord of extended absences beyond 7 days.

### **Legal Statute:**

Unless otherwise agreed, the tenant shall occupy such tenant's dwelling unit only as a dwelling unit. The rental agreement may require that the tenant notify the landlord of any anticipated extended absence from the premises in excess of seven days no later than the first day of the extended absence.

K.S.A. 58-2558

L. 1975, ch. 290, § 19; July 1.

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### **Entry Allowed with Notice for Showing the Property:**

**What This Means:** Yes.

### **Legal Statute:**

- (a) The landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.
- (b) The landlord may enter the dwelling unit without consent of the tenant in case of an extreme hazard involving the potential loss of life or severe property damage.
- (c) The landlord shall not abuse the right of access or use it to harass the tenant.

K.S.A. 58-2557

L. 1975, ch. 290, § 18; July 1.

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**Notice to Tenants for Pesticide Use:**

**What This Means:** No statute

**Legal Statute:**

No content available

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**Lockouts Allowed:**

**What This Means:** Not allowed

**Legal Statute:**

If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than one and one-half (11/2) months' periodic rent or the damages sustained by the tenant, whichever is greater. If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-2550.

K.S.A. 58-2563

L. 1975, ch. 290, § 24; July 1.

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**Utility Shut-offs Allowed:**

**What This Means:** Not allowed

**Legal Statute:**

If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than one and one-half (11/2) months' periodic rent or the damages sustained by the tenant, whichever is greater. If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-2550.

K.S.A. 58-2563

L. 1975, ch. 290, § 24; July 1.

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**Electronic Notices Allowed:**

**What This Means:** No statute

**Legal Statute:**

No content available

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## Quick Reference Guide

### Key Kansas Rental Law Highlights

## Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Kansas.

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## Links To Statutes

- [Kan. Stat. § 58-2505](#) – Termination of tenancy from year-to-year; notice
- [Kan. Stat. § 58-2507](#) – Termination of lease for three months or longer; notice; effect of payment of rent
- [Kan. Stat. § 58-2508](#) – Termination of tenancy of less than three months for nonpayment of rent; notice
- [Kan. Stat. § 58-2509](#) – Notice to quit not necessary, when
- [Kan. Stat. § 58-2542](#) – Jurisdiction of courts; procedure
- [Kan. Stat. § 58-2545](#) – Rental agreement; terms and conditions in absence thereof
- [Kan. Stat. § 58-2546](#) – Same; agreement not signed and delivered given effect by certain actions; limitation on term

- [Kan. Stat. § 58-2547](#) – Same; prohibited terms and conditions; damages
- [Kan. Stat. § 58-2550](#) – Security deposits; amounts; retention; return; damages for noncompliance
- [Kan. Stat. § 58-2551](#) – Disclosures required of landlord or person authorized to enter rental agreement; person failing to comply becomes landlord's agent for certain purposes
- [Kan. Stat. § 58-2553](#) – Duties of landlord; agreement that tenant perform landlord's duties; limitations
- [Kan. Stat. § 58-2555](#) – Duties of Tenant
- [Kan. Stat. § 58-2557](#) – Landlord's right to enter; limitations
- [Kan. Stat. § 58-2558](#) – Use of premises; extended absence of tenant
- [Kan. Stat. § 58-2559](#) – Material noncompliance by landlord; notice; termination of rental agreement; limitations; remedies; security deposit
- [Kan. Stat. § 58-2563](#) – Unlawful removal or exclusion of tenant; diminished services; damages; security deposit
- [Kan. Stat. § 58-2564](#) – Material noncompliance by tenant; notice; termination of rental agreement; limitations; nonpayment of rent; remedies
- [Kan. Stat. § 58-2565\(c\)](#) – Extended absence of tenant; damages; entry by landlord; abandonment by tenant, when; reasonable effort to rent required; termination of rental agreement, when; personal property of tenant; disposition, procedure; proceeds; rights of person receiving property
- [Kan. Stat. § 58-2565\(d\)](#) – Extended absence of tenant; damages; entry by landlord; abandonment by tenant, when; reasonable effort to rent required; termination of rental agreement, when; personal property of tenant; disposition, procedure; proceeds; rights of person receiving property
- [Kan. Stat. § 58-2570\(a\)](#) – Termination of tenancy; notice; holdover by tenant; remedies; notice obligating tenant beyond terms of lease agreement, form
- [Kan. Stat. § 58-2570\(b\)](#) – Termination of tenancy; notice; holdover by tenant; remedies; notice obligating tenant beyond terms of lease agreement, form
- [Kan. Stat. § 58-2572](#) – Certain retaliatory actions by landlord prohibited; remedies; increased rent, when; action for possession, when

- [Kan. Stat. § 60-511](#) – Actions limited to five years
- [Kan. Stat. § 60-512](#) – Actions limited to three years
- [Kan. Stat. § 60-2610\(a\)\(1\)\(2\)](#) – Returned Check Fees
- [Kan. Stat. § 58-2548](#) – Notice of date/time of Move-Out Inspection
- [K.S.A. § 58-2511](#) – Subleasing