

# Kentucky

## Landlord - Tenant Laws Complete Guide



# Kentucky Landlord-Tenant Laws: Complete Guide

## Your Comprehensive Legal Reference

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### Introduction

This comprehensive guide provides a complete overview of Kentucky'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 Kentucky.

# 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:** No maximum. Usually it's 1-2x monthly rent.

## **Legal Statute:**

No content available

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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:** Yes

## **Legal Statute:**

(1) All landlords of residential property requiring security deposits prior to occupancy shall be required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the Commonwealth of Kentucky or any agency of the United States government. Prospective tenants shall be informed of the location of the separate account and the account number.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit which would be the basis for a charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(3) At termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in a separate account as required by subsection (1) of this section and if the initial and final damage listings required by subsections (2) and (3) of this section are not provided.

(5) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (3) of this section may bring an action in District Court. Tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the provisions of subsection (3) of this section, or except as otherwise provided, and if the tenant shall fail to sign the listing or specifically dissent in accordance with subsection (3) of this section, the tenant shall not be entitled to recover any damages under this section.

(6) In the event a tenant leaves not paying his last month's rent and does not demand a return of his deposit, the landlord may, after thirty (30) days, remove the deposit from the account and apply any such excess to the debt owing.

(7) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in his behalf.

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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:** No statute



**Legal Statute:**

No content available

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**Deadline for Returning Security Deposit:**

**What This Means:** 30 days with deductions. 60 days without deductions.

**Legal Statute:**

(1) All landlords of residential property requiring security deposits prior to occupancy shall be required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the Commonwealth of Kentucky or any agency of the United States government. Prospective tenants shall be informed of the location of the separate account and the account number.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit which would be the basis for a charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(3) At termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in a separate account as required by subsection (1) of this section and if the initial and final damage listings required by subsections (2) and (3) of this section are not provided.

(5) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (3) of this section may bring an action in District Court. Tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the provisions of subsection (3) of this section, or except as otherwise provided, and if the tenant shall fail to sign

the listing or specifically dissent in accordance with subsection (3) of this section, the tenant shall not be entitled to recover any damages under this section.

(6) In the event a tenant leaves not paying his last month's rent and does not demand a return of his deposit, the landlord may, after thirty (30) days, remove the deposit from the account and apply any such excess to the debt owing.

(7) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in his behalf.

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

**What This Means:** Owed rent. At times it's allowed to use it for damages due to tenant's noncompliance.

### **Legal Statute:**

(1) All landlords of residential property requiring security deposits prior to occupancy shall be required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the Commonwealth of Kentucky or any agency of the United States government. Prospective tenants shall be informed of the location of the separate account and the account number.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit which would be the basis for a charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(3) At termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in a separate account as required by subsection (1) of this section and if the initial and final damage listings required by subsections (2) and (3) of this section are not provided.

(5) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (3) of this section may bring an action in District Court. Tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the provisions of subsection (3) of this section, or except as otherwise provided, and if the tenant shall fail to sign the listing or specifically dissent in accordance with subsection (3) of this section, the tenant shall not be entitled to recover any damages under this section.

(6) In the event a tenant leaves not paying his last month's rent and does not demand a return of his deposit, the landlord may, after thirty (30) days, remove the deposit from the account and apply any such excess to the debt owing.

(7) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in his behalf.

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

**What This Means:** Yes

### **Legal Statute:**

(1) All landlords of residential property requiring security deposits prior to occupancy shall be required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the Commonwealth of Kentucky or any agency of the United States government. Prospective tenants shall be informed of the location of the separate account and the account number.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit which would be the basis for a charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(3) At termination of occupancy, the landlord shall inspect the premises and compile a comprehensive listing of any damage to the unit which is the basis for any charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall then have the right to inspect the premises to ascertain the accuracy of such listing. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

(4) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in a separate account as required by subsection (1) of this section and if the initial and final damage listings required by subsections (2) and (3) of this section are not provided.

(5) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (3) of this section may bring an action in District Court. Tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the provisions of subsection (3) of this section, or except as otherwise provided, and if the tenant shall fail to sign the listing or specifically dissent in accordance with subsection (3) of this section, the tenant shall not be entitled to recover any damages under this section.

(6) In the event a tenant leaves not paying his last month's rent and does not demand a return of his deposit, the landlord may, after thirty (30) days, remove the deposit from the account and apply any such excess to the debt owing.

(7) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in his behalf.

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

**What This Means:** No statute

**Legal Statute:**

No content available

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#### **Receipt of Security Deposit:**

**What This Means:** No statute



**Legal Statute:**

No content available

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**Record Keeping of Deposit Withholdings:**

**What This Means:** No statute

**Legal Statute:**

No content available

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**Failure to Comply:**

**What This Means:** If the landlord does not keep the deposit in a separate account they are not entitled to retain any of it.

**Legal Statute:**

(1) All landlords of residential property requiring security deposits prior to occupancy shall be required to deposit all tenants' security deposits in an account used only for that purpose, in any bank or other lending institution subject to regulation by the Commonwealth of Kentucky or any agency of the United States government. Prospective tenants shall be informed of the location of the separate account and the account number.

(2) Prior to tendering any consideration deemed to be a security deposit, the prospective tenant shall be presented with a comprehensive listing of any then-existing damage to the unit which would be the basis for a charge against the security deposit and the estimated dollar cost of repairing such damage. The tenant shall have the right to inspect the premises to ascertain the accuracy of such listing prior to taking occupancy. The landlord and the tenant shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing, but shall not be construed to be conclusive to latent defects. If the tenant shall refuse to sign such listing, he shall state specifically in writing the items on the list to which he dissents, and shall sign such statement of dissent.

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(4) No landlord shall be entitled to retain any portion of a security deposit if the security deposit was not deposited in a separate account as required by subsection (1) of this section and if the initial and final damage listings required by subsections (2) and (3) of this section are not provided.

(5) A tenant who disputes the accuracy of the final damage listing given pursuant to subsection (3) of this section may bring an action in District Court. Tenant's claim shall be limited to those items from which the tenant specifically dissented in accordance with the provisions of subsection (3) of this section, or except as otherwise provided, and if the tenant shall fail to sign the listing or specifically dissent in accordance with subsection (3) of this section, the tenant shall not be entitled to recover any damages under this section.

(6) In the event a tenant leaves not paying his last month's rent and does not demand a return of his deposit, the landlord may, after thirty (30) days, remove the deposit from the account and apply any such excess to the debt owing.

(7) In the event the tenant leaves not owing rent and having any refund due, the landlord shall send notification to the last known or reasonably determinable address, of the amount of any refund due the tenant. In the event the landlord shall not have received a response from the tenant within sixty (60) days from the sending of such notification, the landlord may remove the deposit from the account and retain it free from any claim of the tenant or any person claiming in his behalf.

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## Chapter 2: Lease, Rent & Fees

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

### Rent is Due:

**What This Means:** At the beginning of each month, or each week in the case of a week-to-week lease unless different terms are agreed to in the rental agreement.

### Legal Statute:

(1) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by KRS 383.505 to 383.715 or other rule of law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(2) Rent is 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 is uniformly apportionable from day-to-day.

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

KRS 383.565

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 13, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 14.

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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 specific statute. However, it's common to provide 30-day notice when making material changes to the rental agreement.

**Legal Statute:**

No content available

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**Late Fees:**

**What This Means:** No statute

**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 specific statute. Check security deposit

**Legal Statute:**

No content available

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**Returned Check Fees:**

**What This Means:** \$50 maximum.

**Legal Statute:**

(1) A person is guilty of theft by deception when the person obtains property or services of another by deception with intent to deprive the person thereof. A person deceives when the person intentionally:\t(a) Creates or reinforces a false impression, including false impressions as to law, value, intention, or other state of mind;\t(b) Prevents another from acquiring information which would affect judgment of a transaction;\t(c) Fails to correct a false impression which the deceiver previously created or reinforced or which the deceiver knows to be influencing another

to whom the person stands in a fiduciary or confidential relationship;\t(d) Fails to disclose a known lien, adverse claim, or other legal impediment to the enjoyment of property which the person transfers or encumbers in consideration for the property obtained, whether the impediment is or is not valid or is or is not a matter of official record; or\t(e) Issues or passes a check or similar sight order for the payment of money, knowing that it will not be honored by the drawee.

(2) The term \"deceive\" does not, however, include falsity as to matters having no pecuniary significance or puffing by statements unlikely to deceive ordinary persons in the group addressed.

(3) Deception as to a person's intention to perform a promise shall not be inferred from the fact alone that he or she did not subsequently perform the promise.

(4) For purposes of subsection (1) of this section, a maker of a check or similar sight order for the payment of money is presumed to know that the check or order, other than a postdated check or order, would not be paid, if:\t(a) The maker had no account with the drawee at the time the check or order was issued; or\t(b) Payment was refused by the drawee for lack of funds, upon presentation within thirty (30) days after issue, and the maker failed to make good within ten (10) days after receiving notice of that refusal. Notice of the refusal may include a citation to this section and a description of this section's criminal penalties and shall be deemed properly addressed when mailed to the address printed or written on the check or sight order or provided by the drawer or maker upon issuance of the check or sight order. The notice, if mailed, shall be deemed received by the addressee seven (7) days after it is placed in the United States mail. The notice may be sent by first-class mail if supported by an affidavit of service setting out the contents of the notice, the address to which the notice was mailed, that correct postage was applied, and the date the notice was placed in the United States mail. A maker makes good on a check or similar sight order for the payment of money by paying to the holder the face amount of the instrument, together with any merchant's posted bad check handling fee not to exceed fifty dollars (\$50) and any fee imposed pursuant to subsection (5) of this section.

(5) If a county attorney issues notice to a maker that a drawee has refused to honor an instrument due to a lack of funds as described in subsection (4)(b) of this section, the county attorney may charge a fee to the maker of fifty dollars (\$50), if the instrument is paid. Money paid to the county attorney pursuant to this section shall be used only for payment of county attorney office operating expenses.

(6) A person is guilty of theft by deception when the person issues a check or similar sight order in payment of all or any part of any tax payable to the Commonwealth knowing that it will not be honored by the drawee.

(7) A person is guilty of theft by deception when the person issues a check or similar sight order in payment of all or any part of a child support obligation knowing that it will not be honored by the drawee.

(8) Theft by deception is a Class B misdemeanor unless:

- (a) The value of the property, service, or the amount of the check or sight order referred to in subsection (6) or (7) of this section is five hundred dollars (\$500) or more but less than one thousand dollars (\$1,000), in which case it is a Class A misdemeanor;
- (b) The value of the property, service, or the amount of the check or sight order referred to in subsection (6) or (7) of this section is one thousand dollars (\$1,000) or more but less than ten thousand dollars (\$10,000), in which case it is a Class D felony;
- (c) A person has three (3) or more convictions under paragraph (a) of this subsection within the last five (5) years, in which case it is a Class D felony. The five (5) year period shall be measured from the dates on which the offenses occurred for which the judgments of convictions were entered;
- (d) The value of the property, service, or the amount of the check or sight order referred to in subsection (6) or (7) of this section is ten thousand dollars (\$10,000) or more, in which case it is a Class C felony; or
- (e) The offense occurs during a declared emergency as defined by KRS 39A.020 arising from a natural or man-made disaster, within the area covered by the emergency declaration, and within the area impacted by the disaster, in which case the person shall be charged one (1) level higher than the level otherwise specified in this subsection.

(9) If any person commits two (2) or more separate offenses of theft by deception within ninety (90) days, the offenses may be combined and treated as a single offense, and the value of the property in each offense may be aggregated for the purpose of determining the appropriate charge.

KRS 514.040

Effective: June 29, 2021

Amended 2021 Ky. Acts ch. 66, sec. 9, effective June 29, 2021. -- Amended 2010 Ky. Acts ch. 160, sec. 17, effective July 15, 2010. -- Amended 2009 Ky. Acts ch. 106, sec. 7, effective June 25, 2009. -- Amended 2008 Ky. Acts ch. 84, sec. 1, effective July 15, 2008. -- Amended 2005 Ky. Acts ch. 180, sec. 1, effective June 20, 2005. -- Amended 2000 Ky. Acts ch. 410, sec. 1, effective July 14, 2000. -- Amended 1994 Ky. Acts ch. 330, sec. 21, effective July 15, 1994; and ch. 465, sec. 1, effective July 15, 1994. -- Amended 1992 Ky. Acts ch. 434, sec. 5, effective July 14, 1992; and ch. 451, sec. 2, effective July 14, 1992. -- Amended 1986 Ky. Acts ch. 207, sec. 1, effective July 15, 1986. -- Amended 1982 Ky. Acts ch. 238, sec. 8, effective July 15, 1982; and ch. 305, sec. 1, effective July 15, 1982. -- Created 1974 Ky. Acts ch. 406, sec. 120, effective January 1, 1975.

Amended by 2022 Ky. Acts ch. 178, § 3, eff. 7/13/2022. Amended by 2022 Ky. Acts ch. 151, § 13, eff. 6/28/2023. Amended by 2021 Ky. Acts ch. 66, § 9, eff. 6/29/2021. Effective: 7/15/2010

Amended 2010, Ky. Acts ch. 160, sec. 17, effective 7/15/2010. -- Amended 2009, Ky. Acts ch. 106, sec. 7, effective 6/25/2009. -- Amended 2008, Ky. Acts ch. 84, sec. 1, effective 7/15/2008. -- Amended 2005, Ky. Acts ch. 180, sec. 1, effective 6/20/2005. -- Amended 2000, Ky. Acts ch. 410, sec. 1, effective 7/14/2000. -- Amended 1994 Ky. Acts ch. 330, sec. 21, effective 7/15/1994; and ch. 465, sec. 1, effective 7/15/1994. - Amended 1992 Ky. Acts ch. 434, sec. 5,

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

**What This Means:** Yes

### **Legal Statute:**

(1) If, contrary to the rental agreement of KRS 383.595, the landlord willfully fails to supply heat, running water, hot water, electric, gas, or other essential service, the tenant may give written notice to the landlord specifying the breach and may:\t(a) Procure reasonable amounts of heat, hot water, running water, electric, gas, and the essential service during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;\t(b) Recover damages based upon the diminution in the fair rental value of the dwelling unit; or\t(c) Procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance.

(2) In addition to a remedy provided in paragraph (c) of subsection (1) the tenant may recover reasonable attorney's fees.

(3) If the tenant proceeds under this section, he may not proceed under KRS 383.625 or 383.635 as to that breach.

(4) Rights of the tenant under this section do not arise until he has given notice to the landlord or if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.

KRS 383.640

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 28, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 29.

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

**What This Means:** Yes

### **Legal Statute:**

(1) If the landlord willfully and materially fails to comply with the rental agreement or fails to comply with KRS 383.595 and such noncompliance materially affects health and safety and the reasonable cost of compliance is less than one hundred dollars (\$100), or an amount equal to one-half (1/2) of the monthly rent, whichever amount is greater, the tenant may notify the

landlord of his intention to correct the condition at the landlord's expense. If the landlord willfully fails to comply within fourteen (14) days after being notified by the tenant in writing or as promptly as conditions require in case of emergency, the tenant may cause the work to be done in a workmanlike manner and, after submitting to the landlord an itemized statement for the work actually done and for which the tenant has paid in full, deduct from his rent the actual and reasonable cost or the fair and reasonable value of the work, not exceeding the amount specified in this subsection.

(2) A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with his consent.

**Statute Reference:** KRS 383.635

**Effective Date:** 7/13/1984

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**Self-Help Evictions:**

**What This Means:** No

**Legal Statute:**

If a landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than three (3) months periodic rent and a reasonable attorney's fee. If the rental agreement is terminated, the landlord shall return all prepaid rent.

KRS 383.655

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 31, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 32.

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

**What This Means:** Yes

**Legal Statute:**



(1) In an action for possession based upon nonpayment of the rent or in an action for rent when the tenant is in possession, the tenant may counterclaim for any amount he may recover under the rental agreement of KRS 383.565. In that event the court from time to time may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The party to whom a net amount is owed shall be paid first from the money paid into court, and the balance by the other party. If no rent remains due after application of this section, judgment shall be entered for the tenant in the action for possession. If the defense or counterclaim by the tenant is without merit and is not raised in good faith, the landlord may recover reasonable attorney's fees.

(2) In an action for rent when the tenant is not in possession, he may counterclaim as provided in subsection (1) but is not required to pay any rent into court.

KRS 383.645

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 29, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 30.

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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:**

(1) If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven (7) days as required in KRS 383.620 and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

(2) During any absence of the tenant in excess of seven (7) days, the landlord may enter the dwelling unit at times reasonably necessary.

(3) 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 before the expiration of the rental agreement, it terminates as of the date of the new tenancy. 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, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from month-to-month or week-to-week, the term of the rental agreement for this purpose is deemed to be a month or a week, as the case may be.

**Statute Reference:** KRS 383.670

**Effective Date:** 7/13/1984

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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:** If a lease expires, a 10-day notice is required.

### **Legal Statute:**

- (1) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven (7) days before the termination date specified in the notice.
- (2) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty (30) days before the periodic rental date specified in the notice.
- (3) The landlord or the tenant may terminate a tenancy begun upon the termination of a written lease by written notice given to the other at least ten (10) days before the termination date specified in the notice, except that if the tenant fails to pay rent within ten (10) days after the day it becomes due, the landlord may terminate the tenancy at any time without notice.
- (4) 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 and if the tenant's holdover is willful and not in good faith the landlord may also recover an amount not more than three (3) months' periodic rent or threefold the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, KRS 383.565(3) applies.

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

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

### **Legal Statute:**

- (1) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven (7) days before the termination date specified in the notice.
- (2) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty (30) days before the periodic rental date specified in the notice.
- (3) The landlord or the tenant may terminate a tenancy begun upon the termination of a written lease by written notice given to the other at least ten (10) days before the termination date specified in the notice, except that if the tenant fails to pay rent within ten (10) days after the day it becomes due, the landlord may terminate the tenancy at any time without notice.

(4) 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 and if the tenant's holdover is willful and not in good faith the landlord may also recover an amount not more than three (3) months' periodic rent or threefold the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, KRS 383.565(3) applies.

KRS 383.695

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 39, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 40.

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

**What This Means:** 30-day notice required.

#### **Legal Statute:**

(1) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven (7) days before the termination date specified in the notice.

(2) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty (30) days before the periodic rental date specified in the notice.

(3) The landlord or the tenant may terminate a tenancy begun upon the termination of a written lease by written notice given to the other at least ten (10) days before the termination date specified in the notice, except that if the tenant fails to pay rent within ten (10) days after the day it becomes due, the landlord may terminate the tenancy at any time without notice.

(4) 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 and if the tenant's holdover is willful and not in good faith the landlord may also recover an amount not more than three (3) months' periodic rent or threefold the actual damages sustained by him, whichever is greater, and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, KRS 383.565(3) applies.

KRS 383.695

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 39, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 40.

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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:** No statute

**Legal Statute:**

No content available

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**Notice of Termination for Nonpayment:**

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

**Legal Statute:**

(1) Except as provided in KRS 383.505 to 383.715, if there is a material noncompliance by the tenant with the rental agreement or a material noncompliance with KRS 383.605 or 383.610, 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 fourteen (14) days after receipt of the notice. If the breach is not remedied in fifteen (15) days, the rental agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the landlord may terminate the rental agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of the rental agreement.

(2) If rent is unpaid when due and the tenant fails to pay rent within seven (7) days after written notice by the landlord of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the rental agreement.

(3) Except as provided in KRS 383.505 to 383.715, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or KRS

383.605 or 383.610. If the tenant's noncompliance is willful the landlord may recover actual damages and reasonable attorney's fees.

KRS 383.660

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 32, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 33.

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### **Notice for Lease Violation:**

**What This Means:** 14-day notice required

### **Legal Statute:**

(1) Except as provided in KRS 383.505 to 383.715, if there is a material noncompliance by the tenant with the rental agreement or a material noncompliance with KRS 383.605 or 383.610, 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 fourteen (14) days after receipt of the notice. If the breach is not remedied in fifteen (15) days, the rental agreement shall terminate as provided in the notice subject to the following. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach before the date specified in the notice, the rental agreement shall not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the landlord may terminate the rental agreement upon at least fourteen (14) days' written notice specifying the breach and the date of termination of the rental agreement.

(2) If rent is unpaid when due and the tenant fails to pay rent within seven (7) days after written notice by the landlord of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period, the landlord may terminate the rental agreement.

(3) Except as provided in KRS 383.505 to 383.715, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or KRS 383.605 or 383.610. If the tenant's noncompliance is willful the landlord may recover actual damages and reasonable attorney's fees.

KRS 383.660

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 32, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 33.

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**Required Notice before Entry:**

**What This Means:** 2-day notice required

**Legal Statute:**

(1) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit 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.

(2) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two

(2) days' notice of his intent to enter and may enter only at reasonable times.

(4) A landlord has no other right of access except:\t(a) Pursuant to court order;\t(b) As permitted by KRS 383.665 and 383.670(2); or\t(c) Unless the tenant has abandoned or surrendered the premises.

KRS 383.615

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 23, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 24.

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

**What This Means:** Yes

**Legal Statute:**

(1) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit 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.

(2) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his intent to enter and may enter only at reasonable times.

(4) A landlord has no other right of access except:\t(a) Pursuant to court order;\t(b) As permitted by KRS 383.665 and 383.670(2); or\t(c) Unless the tenant has abandoned or surrendered the premises.

KRS 383.615

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 23, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 24.

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### **Emergency Entry Allowed without Notice:**

**What This Means:** Yes

### **Legal Statute:**

(1) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit 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.

(2) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his intent to enter and may enter only at reasonable times.

(4) A landlord has no other right of access except:\t(a) Pursuant to court order;\t(b) As permitted by KRS 383.665 and 383.670(2); or\t(c) Unless the tenant has abandoned or surrendered the premises.

KRS 383.615

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 23, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 24.



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

**What This Means:** Yes

### **Legal Statute:**

(1) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit 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.

(2) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his intent to enter and may enter only at reasonable times.

(4) A landlord has no other right of access except: (a) Pursuant to court order; (b) As permitted by KRS 383.665 and 383.670(2); or (c) Unless the tenant has abandoned or surrendered the premises.

KRS 383.615

Effective: 7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 23, effective 7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 24.

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

**What This Means:** Yes

### **Legal Statute:**

(1) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit 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.

(2) A landlord may enter the dwelling unit without consent of the tenant in case of emergency.

(3) A landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or unless it is impracticable to do so, the landlord shall give the tenant at least two (2) days' notice of his intent to enter and may enter only at reasonable times.

(4) A landlord has no other right of access except:\t(a) Pursuant to court order;\t(b) As permitted by KRS 383.665 and 383.670(2); or\t(c) Unless the tenant has abandoned or surrendered the premises.

KRS 383.615

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 23, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 24.

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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:** No

**Legal Statute:**

If a landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than three (3) months periodic rent and a reasonable attorney's fee. If the rental agreement is terminated, the landlord shall return all prepaid rent.

KRS 383.655

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 31, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 32.

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**Utility Shut-offs Allowed:**

**What This Means:** No

**Legal Statute:**

If a landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of heat, running water, hot water, electric, gas, or other essential service, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than three (3) months periodic rent and a reasonable attorney's fee. If the rental agreement is terminated, the landlord shall return all prepaid rent.

KRS 383.655

Effective:7/13/1984

Repealed and reenacted 1984 Ky. Acts ch. 176, sec. 31, effective7/13/1984. -- Created 1974 Ky. Acts ch. 378, sec. 32.

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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 Kentucky 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 Kentucky.

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## Link To Statutes

- [Ky. Rev. Stat. § 383.130](#) – Tenancy under contract to labor forfeited by breach
- [Ky. Rev. Stat. § 383.535](#) – Exclusions from Application
- [Ky. Rev. Stat. § 383.560](#) – Notice
- [Ky. Rev. Stat. § 383.565\(2\)](#) – Terms and conditions of rental agreement
- [Ky. Rev. Stat. § 383.565\(3\)](#) – Terms and conditions of rental agreement
- [Ky. Rev. Stat. § 383.580\(1\)](#) – Security deposits
- [Ky. Rev. Stat. § 383.580\(2\)](#) – Security deposits
- [Ky. Rev. Stat. § 383.580\(3\)](#) – Security deposits
- [Ky. Rev. Stat. § 383.580\(4\)](#) – Security deposits
- [Ky. Rev. Stat. § 383.580\(6\)](#) – Security deposits
- [Ky. Rev. Stat. § 383.580\(7\)](#) – Security deposits
- [Ky. Rev. Stat. § 383.585\(1\)](#) – Disclosure
- [Ky. Rev. Stat. § 383.595](#) – Landlord maintenance obligations and agreements
- [Ky. Rev. Stat. § 383.605](#) – Tenant's maintenance obligations
- [Ky. Rev. Stat. § 383.610](#) – Rules and Regulations
- [Ky. Rev. Stat. § 383.615](#) – Access
- [Ky. Rev. Stat. § 383.635](#) – Remedies for noncompliance that affects health and safety
- [Ky. Rev. Stat. § 383.640](#) – Wrongful failure to supply essential services
- [Ky. Rev. Stat. § 383.645](#) – Landlord's noncompliance as defense to action for possession or rent
- [Ky. Rev. Stat. § 383.660\(1\)](#) – Tenant's noncompliance with rental agreement – Failure to pay rent
- [Ky. Rev. Stat. § 383.660\(2\)](#) – Tenant's noncompliance with rental agreement – Failure to pay rent
- [Ky. Rev. Stat. § 383.695\(1\)](#) – Periodic tenancy – Holdover remedies
- [Ky. Rev. Stat. § 383.695\(2\)](#) – Periodic tenancy – Holdover remedies
- [Ky. Rev. Stat. § 383.670\(2\)](#) – Remedies for absence, nonuse and abandonment

- [Ky. Rev. Stat. § 383.655](#) – Tenant’s remedies for unlawful ouster, exclusion or diminution of service
- [Ky. Rev. Stat. § 383.705](#) – Retaliation conduct
- [Ky. Rev. Stat. § 413.010](#) – Action for recovery of real property – Fifteen year limitation
- [Ky. Rev. Stat. § 413.080](#) – Action upon equity of redemption in personal property
- [Ky. Rev. Stat. § 514.040](#) – Theft by deception
- [Ky. Rev. Stat. § 24A.230](#) – Jurisdiction – Authority
- [KRS § 383.300](#) – Domestic Violence Situations