

HOUSE BILL No. 2610

By Committee on Judiciary

2-2

1 AN ACT concerning landlords and tenants; relating to the residential
2 landlord and tenant act; relating to termination of rental agreements;
3 amending K.S.A. 58-2564 and repealing the existing section.
4

5 *Be it enacted by the Legislature of the State of Kansas:*

6 New Section 1. (a) If a tenant has created or maintained a threat
7 constituting a clear and present danger to the health or safety of other
8 tenants, the landlord, the landlord's employee or agent or other persons on
9 or within 1,000 feet of the landlord's property, the landlord may deliver a
10 written notice to the tenant specifying the acts causing the clear and
11 present danger, and that the rental agreement will terminate upon a date
12 not less than three days after receipt of the notice. Such notice shall state
13 the provisions of subsection (c), including the exemption provisions
14 available to the tenant.

15 (b) A clear and present danger to the health or safety of other tenants,
16 the landlord, the landlord's employee or agent or other persons on or
17 within 1,000 feet of the landlord's property includes, but is not limited to,
18 the following activities when committed by the tenant or any person on the
19 premises with the consent of the tenant:

20 (1) Assault or the threat of assault;

21 (2) unlawful use of a firearm or other weapon, or the threat of
22 unlawful use of a firearm or other weapon; and

23 (3) possession of a controlled substance, unless such controlled
24 substance was obtained directly from or pursuant to a valid prescription or
25 order by a person licensed to practice medicine, except this paragraph shall
26 apply to the tenant and any other person on the premises with the consent
27 of the tenant if the tenant knew of the possession of the controlled
28 substance by such other person.

29 (c) (1) The provisions of this section shall not apply to a tenant if the
30 activities causing the clear and present danger are conducted by a person
31 on the premises other than the tenant, and the tenant takes at least one of
32 the following measures against the person conducting such activities:

33 (A) The tenant seeks a protection from abuse order issued pursuant to
34 K.S.A. 60-3105, 60-3106 or 60-3107, and amendments thereto, or a
35 restraining order issued pursuant to K.S.A. 2017 Supp. 23-2707, 38-2243,
36 38-2244 or 38-2255, and amendments thereto, or other similar relief;

1 (B) the tenant reports the activities causing the clear and present
2 danger to a law enforcement agency or the district or county attorney so as
3 to initiate a criminal action against the person conducting such activities;
4 or

5 (C) the tenant writes a letter to the person conducting the activities
6 causing the clear and present danger, directing such person not to return to
7 the premises and that a return to the premises may result in trespass or
8 other legal action against such person. The tenant shall send a copy of the
9 letter to a law enforcement agency with jurisdiction over the premises.

10 (2) If the tenant has taken measures described in paragraph (1)(C)
11 without taking either of the measures described in paragraph (1)(A) or (1)
12 (B) or filing a complaint or other legal action against the person to whom
13 the letter was sent, and such person conducts further activities causing a
14 clear and present danger, then the provisions of this subsection shall not
15 apply to the tenant, unless the tenant takes measures described in
16 paragraph (1)(A) or (1)(B).

17 (3) The tenant shall provide to the landlord written proof of any of the
18 measures described in paragraph (1) taken by the tenant against the person
19 conducting activities causing a clear and present danger. Failure of the
20 tenant to provide such written proof prior to the filing of any action by the
21 landlord arising from the termination of a rental agreement under this
22 section shall bar such tenant from claiming any exemption under this
23 subsection.

24 (d) The provisions of this section shall be part of and supplemental to
25 the residential landlord and tenant act.

26 Sec. 2. K.S.A. 58-2564 is hereby amended to read as follows: 58-
27 2564. (a) Except as otherwise provided in the residential landlord and
28 tenant act, if there is a material noncompliance by the tenant with the
29 rental agreement or a noncompliance with K.S.A. 58-2555, and
30 amendments thereto, materially affecting health and safety, the landlord
31 may deliver a written notice to the tenant specifying the acts and omissions
32 constituting the breach and that the rental agreement will terminate upon a
33 date not less than 30 days after receipt of the notice, if the breach is not
34 remedied in 14 days. The rental agreement shall terminate as provided in
35 the notice regardless of the periodic rent-paying date, except that if the
36 breach is remediable by repairs or the payment of damages or otherwise,
37 and the tenant adequately initiates a good faith effort to remedy the breach
38 prior to the date specified in the notice, the rental agreement will not
39 terminate. However, in the event that such breach or a similar breach
40 occurs after the 14-day period provided in this subsection, the landlord
41 may deliver a written notice to the tenant that the rental agreement will
42 terminate upon a date not less than 30 days after receipt of the notice
43 without providing the opportunity to remedy the breach. The rental

1 agreement then shall terminate as provided in such notice regardless of the
2 periodic rent-paying date.

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

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

19 (d) The provisions of this section shall not limit a landlord's or
20 tenant's right to terminate the rental agreement pursuant to K.S.A. 58-2570
21 *or section 1*, and amendments thereto.

22 Sec. 3. K.S.A. 58-2564 is hereby repealed.

23 Sec. 4. This act shall take effect and be in force from and after its
24 publication in the statute book.