Session of 2025

SENATE BILL No. 100

By Committee on Federal and State Affairs

1-29

AN ACT concerning housing; relating to denial of housing or other adverse actions against tenants or prospective tenants on the basis of past evictions or rental arrears; prohibiting the reporting of evictions or rental arrears information by consumer reporting agencies or the use of such information by landlords for adverse action against tenants after three years from the date of the evictions or rental arrears; requiring consumer reporting agencies to provide an opportunity for individuals to explain any record of evictions or rental arrears; enacting the Kansas fair chance housing and homelessness reduction act; amending K.S.A. 2024 Supp. 50-626 and repealing the existing section.

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

New Section 1. Sections 1 through 4, and amendments thereto, shall be known and may be cited as the Kansas fair chance housing and homelessness reduction act.

New Sec. 2. As used in sections 1 through 4, and amendments thereto:

(a) "Adverse action" means a denial or cancellation of, an increase in any charge for or any other adverse or unfavorable change in the terms of a rental agreement applied for by a consumer, offered to a consumer or previously entered into by a consumer for a dwelling unit.

(b) "Consumer" means an individual.

(c) "Consumer report" means any written, oral or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, eviction history, rental arrears or other residential or tenant history or mode of living that is used or expected to be used or collected, in whole or in part, for the purpose of serving as a factor in establishing the consumer's eligibility for:

(1) Credit or insurance to be used primarily for personal, family or household purposes;

(2) employment purposes;

(3) renting a dwelling unit from a landlord as a tenant; or

(4) other purposes as permitted by federal or state law.

(d) "Consumer reporting agency" means any person that for monetary fees, dues or on a cooperative nonprofit basis, regularly engages, in whole

or in part, in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties and uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports. "Consumer reporting agency" includes any consumer reporting agency that compiles and maintains files on consumers on a nationwide basis, reseller or specialty consumer reporting agency.

(e) "Consumer reporting agency that compiles and maintains files on consumers on a nationwide basis" means a consumer reporting agency that regularly engages in the practice of assembling or evaluating, and maintaining, for the purpose of furnishing consumer reports to third parties bearing on a consumer's credit worthiness, credit standing or credit capacity, each of the following data regarding consumers residing nationwide:

(1) Public record information; and

(2) credit account information from persons who furnish such information regularly and in the ordinary course of business.

(f) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household. "Dwelling unit" does not include real property used to accommodate a manufactured home or mobile home, unless such manufactured home or mobile home is rented or leased by the landlord.

(g) "File" when used in connection with information on any consumer, means all of the information on the consumer recorded and retained by a consumer reporting agency regardless of how the information is stored.

(h) "Landlord" means the owner, lessor or sublessor of a dwelling unit, or the building of which it is a part, and the manager of the premises.

(i) "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the:

(1) Legal title to property; or

(2) beneficial ownership and a right to prevent use and enjoyment of the premises, including a mortgagee in possession.

(j) "Person" means any individual, partnership, corporation, limited liability company, business trust, estate, cooperative, association or other for-profit or nonprofit entity. "Person" does not include any governmental agency or other governmental entity.

(k) "Premises" means a dwelling unit, and the structure of which it is a part, and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant.

(l) "Rental agreement" means all agreements whether written or oral

and enforceable rules and regulations adopted by a landlord pursuant to K.S.A. 58-2556, and amendments thereto, embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premise.

(m) "Rental arrears" means any late, unpaid or overdue rent and any adverse information pertaining to the credit worthiness, credit standing, credit capacity or an ability to make rental payments of a consumer arising from a current or prior rental agreement entered into by the consumer.

(n) "Reseller" means a consumer reporting agency that:

(1) Assembles and merges information contained in the database of another consumer reporting agency or multiple consumer reporting agencies concerning any consumer for purposes of furnishing such information to any third party; and

(2) does not maintain a database of the assembled or merged information from which new consumer reports are produced.

(o) "Residential or tenant history" includes any information relating to an eviction or to rental arrears.

(p) "Specialty consumer reporting agency" means a consumer reporting agency that compiles and maintains files on consumers relating to:

(1) Medical records or payments;

(2) residential or tenant history;

(3) check writing history;

(4) employment history; or

(5) insurance claims.

(q) "Tenant" means a consumer entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

New Sec. 3. (a) (1) A consumer reporting agency shall not make or furnish a consumer report that contains residential or tenant history that is adverse to the consumer unless the consumer reporting agency has contacted the consumer, advised the consumer of the residential or tenant history to be included in such consumer report and offered the consumer an opportunity to provide an explanation with respect to any such history. The consumer reporting agency shall attempt to contact the consumer by means of first-class mail addressed to the most current address of record of the consumer, telephone to the most recent telephone number of record of the consumer, if any, and email to the most recent email address of record of the consumer, if any. Any explanation provided by the consumer shall be included in the consumer report by the consumer reporting agency.

(2) The consumer report shall include a record of such attempts to contact the consumer, and if the consumer reporting agency fails to establish contact with the consumer, the reason for such failure. The consumer reporting agency shall permit and provide the consumer with the

opportunity to provide an explanation, whether verbally or in writing by mail or email.

(3) The consumer report shall not be furnished until the consumer has provided an explanation for any adverse residential or tenant history that is included in the consumer report or 15 business days after the date of mailing, by first-class mail, of the request for an explanation of the adverse residential or tenant history, whichever occurs first. In efforts to contact the consumer, the consumer reporting agency shall advise the consumer of such deadline and provide a mailing address, email address and telephone number by which the consumer may provide an explanation.

(b) No consumer reporting agency shall make any consumer report containing any information or record pertaining to:

(1) An eviction of the consumer by a landlord from a dwelling unit that antedate the report by more than three years; or

(2) rental arrears of the consumer, including accounts placed for collection or charged to profit and loss that antedate the report by more than three years. The three-year period shall begin with respect to any rental arrears or delinquent account placed for collection, internally or by referral to a third party, whichever is earlier, charged to profit and loss or subjected to any similar action, upon the expiration of the 180-day period beginning on the date of the commencement of the delinquency that immediately preceded the collection activity, charge to profit and loss or similar action.

(c) In considering whether to enter into a rental agreement with a consumer for a dwelling unit or as a basis for taking any adverse action against a tenant, no landlord shall:

(1) Consider any residential or tenant history prohibited by subsection (b), whether provided by a consumer reporting agency, contained in a consumer report or obtained by other means from any public or private source; or

(2) consider any consumer report containing any residential or tenant history that does not include an explanation by the consumer or a record of attempts to contact such consumer as required by subsection (a).

(d) If a landlord declines to enter into a rental agreement with a consumer for a dwelling unit, cancels such a rental agreement with a tenant or alters the terms of such a rental agreement adversely to a tenant, the landlord shall provide the consumer or tenant with any consumer report or any residential or tenant history from any public or private source obtained, consulted or considered by the landlord with respect to such adverse action.

New Sec. 4. (a) A violation of any provision of section 3, and amendments thereto, by a landlord or a consumer reporting agency is a deceptive act or practice under the provisions of the Kansas consumer

protection act and shall be subject to any and all of the enforcement provisions of the Kansas consumer protection act.

Sec. 5. K.S.A. 2024 Supp. 50-626 is hereby amended to read as follows: 50-626. (a) No supplier shall engage in any deceptive act or practice in connection with a consumer transaction.

(b) Deceptive acts and practices include, but are not limited to, the following, each of which is hereby declared to be a violation of this act, whether or not any consumer has in fact been misled:

(1) Representations made knowingly or with reason to know that:

(A) Property or services have sponsorship, approval, accessories, characteristics, ingredients, uses, benefits or quantities that they do not have;

(B) the supplier has a sponsorship, approval, status, affiliation or connection that the supplier does not have;

(C) property is original or new, if such property has been deteriorated, altered, reconditioned, repossessed or is second-hand or otherwise used to an extent that is materially different from the representation;

(D) property or services are of particular standard, quality, grade, style or model, if they are of another ~~which~~ *that* differs materially from the representation;

(E) the consumer will receive a rebate, discount or other benefit as an inducement for entering into a consumer transaction in return for giving the supplier the names of prospective consumers or otherwise helping the supplier to enter into other consumer transactions, if receipt of benefit is contingent on an event occurring after the consumer enters into the transaction;

(F) property or services has uses, benefits or characteristics unless the supplier relied upon and possesses a reasonable basis for making such representation; or

(G) use, benefit or characteristic of property or services has been proven or otherwise substantiated unless the supplier relied upon and possesses the type and amount of proof or substantiation represented to exist;

(2) the willful use, in any oral or written representation, of exaggeration, falsehood, innuendo or ambiguity as to a material fact;

(3) the willful failure to state a material fact, or the willful concealment, suppression or omission of a material fact;

(4) disparaging the property, services or business of another by making, knowingly or with reason to know, false or misleading representations of material facts;

(5) offering property or services without intent to sell ~~them~~;

(6) offering property or services without intent to supply reasonable, expectable public demand, unless the offer discloses the limitation;

(7) making false or misleading representations, knowingly or with reason to know, of fact concerning the reason for, existence of or amounts of price reductions, or the price in comparison to prices of competitors or one's own price at a past or future time;

(8) falsely stating, knowingly or with reason to know, that a consumer transaction involves consumer rights, remedies or obligations;

(9) falsely stating, knowingly or with reason to know, that services, replacements or repairs are needed;

(10) falsely stating, knowingly or with reason to know, the reasons for offering or supplying property or services at sale or discount prices;

(11) sending or delivering a solicitation for goods or services ~~which~~ *that* could reasonably be interpreted or construed as a bill, invoice or statement of account due, unless:

(A) Such solicitation contains the following notice, on its face, in conspicuous and legible type in contrast by typography, layout or color with other printing on its face:

"THIS IS A SOLICITATION FOR THE PURCHASE OF GOODS OR SERVICES AND NOT A BILL, INVOICE OR STATEMENT OF ACCOUNT DUE. YOU ARE UNDER NO OBLIGATION TO MAKE ANY PAYMENTS UNLESS YOU ACCEPT THIS OFFER"; and

(B) such solicitation, if made by any classified telephone directory service not affiliated with a local telephone service in the area of service, contains the following notice, on its face, in a prominent and conspicuous manner:

"_____ IS NOT
(name of telephone directory service)
AFFILIATED WITH ANY LOCAL TELEPHONE COMPANY";

(12) *(A)* using, in any printed advertisement, an assumed or fictitious name for the conduct of such person's business that includes the name of any municipality, community or region or other description of the municipality, community or region in this state in such a manner as to suggest that such person's business is located in such municipality, community or region unless:

~~(A)~~*(i)* Such person's business is, in fact, located in such municipality, community or region; or

~~(B)~~*(ii)* such person includes in any such printed advertisement the complete street and city address of the location from which such person's business is actually conducted. If located outside of Kansas, the state in which such person's business is located also shall be included.

(B) The provisions of this subsection shall not apply to the use of any trademark or service mark registered under the laws of this state or under federal law~~;~~*,* any such name that, when applied to the goods or services of such person's business, is merely descriptive of them~~;~~*,* or any such name

that is merely a surname. Nothing in this subsection shall be construed to impose any liability on any publisher when such publisher had no knowledge *that* the business was not, in fact, located in such municipality, community or region;

(13) (A) making an oral solicitation for products or services based on a mortgage trigger lead unless the solicitation clearly and conspicuously states in the initial phase of the solicitation that the solicitor is not affiliated with the lender or broker with which the consumer initially applied and that the solicitation is based on personal information about the consumer that was purchased, directly or indirectly, from a consumer reporting agency without the knowledge or permission of the lender or broker with which the consumer initially applied;

(B) making a written solicitation for products or services based on a mortgage trigger lead unless the solicitation clearly and conspicuously states on the first page of the solicitation that the solicitor is not affiliated with the lender or broker with which the consumer initially applied and that the solicitation is based on personal information about the consumer that was purchased, directly or indirectly, from a consumer reporting agency without the knowledge or permission of the lender or broker with which the consumer initially applied. *A* clear and conspicuous ~~shall include~~ *statement of such solicitation includes having* legible type in contrast by typography, layout or color with other printing on the first page of the correspondence; and

(C) any solicitor under clause (A) or (B) shall be in compliance with the provisions of the Kansas mortgage business act, unless otherwise exempted from such act, and any other law or regulation; ~~and~~

(14) failing to release funds representing an insurance settlement payment for damage to real property subject to a mortgage by the mortgage holder to the mortgagor within 30 days after receiving written proof that the damaged property is replaced or otherwise repaired to the satisfaction of the mortgagor and the mortgage holder. Any person who submits false information regarding the condition of the property shall be liable in damages to the mortgage holder or the mortgage holder's assignee for the amount of the funds together with interest thereon, attorney fees, and any additional damages that the mortgage holder or the mortgage holder's assignee has incurred*; and*

(15) willfully violating the provisions of section 3, and amendments thereto. This paragraph and all relevant provisions of the consumer protection act pertaining to enforcement of the act or penalties, remedies, damages or recovery of attorney fees for violations of the act shall be an alternative to applicable provisions of the residential landlord and tenant act, K.S.A. 58-2540 et seq., and amendments thereto, for the purposes of enforcement of the provisions of section 3, and amendments thereto. In a

proceeding under the consumer protection act for purposes of such enforcement, the provisions of such act shall take precedence in any conflict with provisions of the residential landlord and tenant act.

Sec. 6. K.S.A. 2024 Supp. 50-626 is hereby repealed.

Sec. 7. This act shall take effect and be in force from and after its publication in the statute book.