

HOUSE BILL No. 2634

By Representatives Howell, Howerton, Essex and Tarwater

2-2

1 AN ACT concerning the Kansas residential landlord tenant act; relating to
2 building and housing codes; creating a default maintenance code to use
3 for rental properties if a city or county has not adopted such a code;
4 amending K.S.A. 58-2553 and repealing the existing section.
5

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

7 Section 1. K.S.A. 58-2553 is hereby amended to read as follows: 58-
8 2553. (a) Except when prevented by an act of God, the failure of public
9 utility services or other conditions beyond the landlord's control, the
10 landlord shall:

11 (1) Comply with the requirements of applicable building and housing
12 and maintenance codes materially affecting health and safety. If the duty
13 imposed by this paragraph is greater than any duty imposed by any other
14 paragraph of this subsection, the landlord's duty shall be determined in
15 accordance with the provisions of this paragraph;

16 (2) exercise reasonable care in the maintenance of the common areas;
17 (3) maintain in good and safe working order and condition all
18 electrical, plumbing, sanitary, heating, ventilating and air-conditioning
19 appliances including and elevators, supplied or required to be supplied by
20 such landlord;

21 (4) except where provided by a governmental entity, provide and
22 maintain on the grounds, for the common use by all tenants, appropriate
23 receptacles and conveniences for the removal of ashes, garbage, rubbish
24 and other waste incidental to the occupancy of the dwelling unit and
25 arrange for their removal; and

26 (5) supply running water and reasonable amounts of hot water at all
27 times and reasonable heat, unless the building that includes the dwelling
28 units is not required by law to be equipped for that purpose; or the
29 dwelling unit is so constructed that heat or hot water is generated by an
30 installation within the exclusive control of the tenant and supplied by a
31 direct public utility connection. Nothing in this section shall be construed
32 as abrogating, limiting or otherwise affecting the obligation of a tenant to
33 pay for any utility service in accordance with the provisions of the rental
34 agreement. The landlord shall not interfere with or refuse to allow access
35 or service to a tenant by a communication or cable television service duly
36 franchised by a municipality.

1 (b) *If a city or county has adopted an ordinance or resolution
2 establishing a maintenance code for the city or county for use under
3 subsection (a)(1), such code shall apply. In a city or county where no
4 maintenance code or only a partial maintenance code has been adopted, a
5 landlord shall comply with the international property maintenance code,
6 2012 (IMPC 2012) provisions to the extent that such provisions are not in
7 conflict with a maintenance code provision adopted by a city or county.
8 Nothing in this subsection shall be construed to preclude a city or county
9 from adopting or enforcing building, housing and maintenance codes for
10 use under this section.*

11 (c) The landlord and tenants of a dwelling unit or units which that
12 provide a home, residence or sleeping place for not to exceed four
13 households having common areas may agree in writing that the tenant is to
14 perform the landlord's duties specified in paragraphs (4) and (5) of
15 subsection (a) of this section subsections (a)(4) and (a)(5) and also
16 specified repairs, maintenance tasks, alterations or remodeling; but only if
17 the transaction is entered into in good faith and not for the purpose of
18 evading the obligations of the landlord.

19 (e)(d) The landlord and tenant of any dwelling unit, other than a
20 single family residence, may agree that the tenant is to perform specified
21 repairs, maintenance tasks, alterations or remodeling only if:

22 (1) The agreement of the parties is entered into in good faith, and not
23 to evade the obligations of the landlord, and is set forth in a separate
24 written agreement signed by the parties and supported by adequate
25 consideration;

26 (2) the work is not necessary to cure noncompliance with subsection
27 (a)(1) of this section; and

28 (3) the agreement does not diminish or affect the obligation of the
29 landlord to other tenants in the premises.

30 (d)(e) The landlord may not treat performance of the separate
31 agreement described in subsection (e) of this section (d) as a condition to
32 any obligation or the performance of any rental agreement.

33 Sec. 2. K.S.A. 58-2553 is hereby repealed.

34 Sec. 3. This act shall take effect and be in force from and after its
35 publication in the statute book.