

HOUSE BILL No. 2665

By Representative Xu

2-3

AN ACT concerning the residential landlord and tenant act; relating to termination of a rental agreement; modifying how a rental agreement terminates in the case of material noncompliance by the landlord with a rental agreement; amending K.S.A. 58-2559 and repealing the existing section.

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

Section 1. K.S.A. 58-2559 is hereby amended to read as follows: 58-2559. (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, *and amendments thereto*, 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, *regardless of the periodic rent-paying date*, 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~~ 14-day period provided ~~herein in this paragraph~~, 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 *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*.

(2) The tenant may not terminate for a condition caused by an act or omission of, or ~~which~~ *that* 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, *and amendments*

1 *thereto*. The remedy provided in this subsection shall be in addition to any
2 right of the tenant arising under subsection (a) ~~of this section~~.

3 (c) If the rental agreement is terminated, the landlord shall return that
4 portion of the security deposit recoverable by the tenant under K.S.A. 58-
5 2550, *and amendments thereto*.

6 (d) The provisions of this section shall not limit a landlord's or
7 tenant's right to terminate the rental agreement pursuant to K.S.A. 58-
8 2570, and amendments thereto.

9 Sec. 2. K.S.A. 58-2559 is hereby repealed.

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