2025 Kansas Statutes

58-2564. Material noncompliance by tenant; notice; termination of rental agreement; limitations; nonpayment of rent; remedies. (a) Except as otherwise provided in the residential landlord and tenant act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with K.S.A. 58-2555 and amendments thereto materially affecting health and safety, 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 30 days after receipt of the notice, if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice regardless of the periodic rent-paying date, except that if the breach is remediable by repairs or the payment of damages or otherwise, and the tenant adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. However, in the event that such breach or a similar breach occurs after the 14-day period provided in this subsection, the landlord may deliver a written notice to the tenant that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice 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.

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

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

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

History: L. 1975, ch. 290, § 25; L. 1978, ch. 218, § 1; L. 1978, ch. 217, § 1; L. 1992, ch. 306, § 1; July 1.