2025 Kansas Statutes

58-2570. Termination of tenancy; notice; holdover by tenant; remedies; notice obligating tenant beyond terms of lease agreement, form. (a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days prior to the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other party stating that the tenancy shall terminate upon a periodic rent-paying date not less than 30 days after the receipt of the notice, except that not more than 15 days' written notice by a tenant shall be necessary to terminate any such tenancy where the tenant is in the military service of the United States and termination of the tenancy is necessitated by military orders. Any rental agreement for a definite term of more than 30 days shall not be construed as a month-to-month tenancy, even though the rent is reserved payable at intervals of 30 days.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, if the tenant's holdover is willful and not in good faith the landlord may recover an amount not more than 11/2 months' periodic rent or not more than 11/2 times the actual damages sustained by the landlord, whichever is greater. If the landlord consents to the tenant's continued occupancy subsection (d) of K.S.A. 58-2545, and amendments thereto, shall govern.

(d) In any action for possession, the landlord may obtain an order of the court granting immediate possession of the dwelling unit to the landlord by filing a motion therefor in accordance with subsection (b) of K.S.A. 60-207, and amendments thereto, and service thereof on the tenant pursuant to K.S.A. 60-205, and amendments thereto. After a hearing and presentation of evidence on the motion, and if the judge is satisfied that granting immediate possession of the dwelling unit to the landlord is in the interest of justice and will properly protect the interests of all the parties, the judge may enter or cause to be entered an order for the immediate restitution of the premises to the landlord upon the landlord giving an undertaking to the tenant in an amount and with such surety as the court may require, conditioned for the payment of damages or otherwise if judgment be entered in favor of the tenant.

(e) If a landlord provides to a tenant a document which, if signed by the landlord or tenant or both, would constitute the tenant's written notice to the landlord that the tenant intends to vacate the premises, and if such document contains any additional terms that are not contained in the rental agreement between the landlord and tenant, then the document shall include the following statement in no less than ten-point boldface type: 'YOUR SIGNATURE ON THIS DOCUMENT MAY BIND YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRITTEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PROVIDE WRITTEN NOTICE IN ANOTHER FORM.' If such statement does not appear in such document, a tenant's signature on such document shall not bind the tenant to any additional terms that are not contained in the rental agreement.

History: L. 1975, ch. 290, § 31; L. 1978, ch. 218, § 3; L. 1978, ch. 217, § 3; L. 2003, ch. 103, § 1; July 1.