

HOUSE BILL No. 2864

By Committee on Judiciary

2-12

9 AN ACT concerning victims of domestic violence; relating to housing
10 discrimination and tenancy agreements; amending K.S.A. 44-1015, 44-
11 1016, 58-2543 and 58-2559 and K.S.A. 2003 Supp. 58-2570 and re-
12 pealing the existing sections.
13

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

15 Section 1. K.S.A. 44-1015 is hereby amended to read as follows: 44-
16 1015. As used in this act, unless the context otherwise requires:

17 (a) "Commission" means the Kansas human rights commission.

18 (b) "Real property" means and includes:

19 (1) All vacant or unimproved land; and

20 (2) any building or structure which is occupied or designed or in-
21 tended for occupancy, or any building or structure having a portion
22 thereof which is occupied or designed or intended for occupancy.

23 (c) "Family" includes a single individual.

24 (d) "Person" means an individual, corporation, partnership, associa-
25 tion, labor organization, legal representative, mutual company, joint-stock
26 company, trust, unincorporated organization, trustee, trustee in bank-
27 ruptcy, receiver and fiduciary.

28 (e) "To rent" means to lease, to sublease, to let and otherwise to grant
29 for a consideration the right to occupy premises not owned by the
30 occupant.

31 (f) "Discriminatory housing practice" means any act that is unlawful
32 under K.S.A. 44-1016, 44-1017 or 44-1026, and amendments thereto.

33 (g) "Person aggrieved" means any person who claims to have been
34 injured by a discriminatory housing practice or believes that such person
35 will be injured by a discriminatory housing practice that is about to occur.

36 (h) "Disability" has the meaning provided by K.S.A. 44-1002 and
37 amendments thereto.

38 (i) "Familial status" means having one or more individuals less than
39 18 years of age domiciled with:

40 (1) A parent or another person having legal custody of such individual
41 or individuals; or

42 (2) the designee of such parent or other person having such custody,
43 with the written permission of such parent or other person.

- 1 (j) *“Victim of domestic violence” means an individual who can prove*
2 *the existence of domestic violence by providing one of the following:*
3 (1) *A restraining order or other documentation of equitable relief by*
4 *a court of competent jurisdiction;*
5 (2) *a police record documenting the abuse;*
6 (3) *documentation that the abuser has been convicted of one or more*
7 *of the offenses enumerated in articles 34 and 35 of chapter 21 of the*
8 *Kansas Statutes Annotated, and amendments thereto, where the victim*
9 *was a family or household member;*
10 (4) *medical documentation of the abuse;*
11 (5) *a statement provided by a counselor, social worker, health care*
12 *provider, clergy, shelter worker, legal advocate, domestic violence or sexual*
13 *assault advocate or other professional who has assisted the individual*
14 *in dealing with the effects of abuse on the individual or the individual’s*
15 *family; or*
16 (6) *a sworn statement from the individual attesting to the abuse.*
17 Sec. 2. K.S.A. 44-1016 is hereby amended to read as follows: 44-
18 1016. Subject to the provisions of K.S.A. 44-1018 and amendments
19 thereto, it shall be unlawful for any person:
20 (a) To refuse to sell or rent after the making of a bona fide offer, to
21 fail to transmit a bona fide offer or refuse to negotiate in good faith for
22 the sale or rental of, or otherwise make unavailable or deny, real property
23 to any person because of race, religion, color, sex, disability, familial
24 status, national origin or ancestry *or because such person is a victim of*
25 *domestic violence.*
26 (b) To discriminate against any person in the terms, conditions or
27 privileges of sale or rental of real property, or in the provision of services
28 or facilities in connection therewith, because of race, religion, color, sex,
29 disability, familial status, national origin or ancestry.
30 (c) To make, print, publish, disseminate or use, or cause to be made,
31 printed, published, disseminated or used, any notice, statement, adver-
32 tisement or application, with respect to the sale or rental of real property
33 that indicates any preference, limitation, specification or discrimination
34 based on race, religion, color, sex, disability, familial status, national origin
35 or ancestry, or an intention to make any such preference, limitation, spec-
36 ification or discrimination.
37 (d) To represent to any person because of race, religion, color, sex,
38 disability, familial status, national origin or ancestry that any real property
39 is not available for inspection, sale or rental when such real property is
40 in fact so available.
41 (e) For profit, to induce or attempt to induce any person to sell or
42 rent any real property by representation regarding the entry or prospec-
43 tive entry into the neighborhood of a person or persons of a particular

1 race, religion, color, sex, disability, familial status, national origin or
2 ancestry.

3 (f) To deny any person access to or membership or participation in
4 any multiple-listing service, real estate brokers' organization or other serv-
5 ice, organization or facility relating to the business of selling or renting
6 real property, or to discriminate against such person in the terms or con-
7 ditions of such access, membership or participation, because of race, re-
8 ligious, color, sex, disability, familial status, national origin or ancestry.

9 (g) To discriminate against any person in such person's use or occu-
10 pancy of real property because of the race, religion, color, sex, disability,
11 familial status, national origin or ancestry of the people with whom such
12 person associates.

13 (h) (1) To discriminate in the sale or rental, or to otherwise make
14 unavailable or deny, residential real property to any buyer or renter be-
15 cause of a disability of:

16 (A) That buyer or renter;

17 (B) a person residing in or intending to reside in such real property
18 after it is sold, rented or made available; or

19 (C) any person associated with that buyer or renter.

20 (2) To discriminate against any person in the terms, conditions or
21 privileges of sale or rental of residential real property or in the provision
22 of services or facilities in connection with such real property because of
23 a disability of:

24 (A) That person;

25 (B) a person residing in or intending to reside in that real property
26 after it is so sold, rented or made available; or

27 (C) any person associated with that person.

28 (3) For purposes of this subsection (h), discrimination includes:

29 (A) A refusal to permit, at the expense of the person with a disability,
30 reasonable modifications of existing premises occupied or to be occupied
31 by such person if such modifications may be necessary to afford such
32 person full enjoyment of the premises;

33 (B) a refusal to make reasonable accommodations in rules, policies,
34 practices or services, when such accommodations may be necessary to
35 afford such person equal opportunity to use and enjoy residential real
36 property; or

37 (C) in connection with the design and construction of covered mul-
38 tifamily residential real property for first occupancy on and after January
39 1, 1992, a failure to design and construct such residential real property
40 in such a manner that:

41 (i) The public use and common use portions of such residential real
42 property are readily accessible to and usable by persons with disabilities;

43 (ii) all the doors designed to allow passage into and within all premises

1 within such residential real property are sufficiently wide to allow passage
2 by persons with disabilities who are in wheelchairs; and

3 (iii) all premises within such residential real property contain the fol-
4 lowing features of adaptive design: An accessible route into and through
5 the residential real property; light switches, electrical outlets, thermostats
6 and other environmental controls in accessible locations; reinforcements
7 in bathroom walls to allow later installation of grab bars; and usable kitch-
8 ens and bathrooms such that an individual in a wheelchair can maneuver
9 about the space.

10 (4) Compliance with the appropriate requirements of the American
11 national standard for buildings and facilities providing accessibility and
12 usability for physically handicapped people, commonly cited as “ANSI A
13 117.1,” suffices to satisfy the requirements of subsection (h)(3)(C)(iii).

14 (5) As used in this subsection (h), “covered multifamily residential
15 real property” means:

16 (A) Buildings consisting of four or more units if such buildings have
17 one or more elevators; and

18 (B) ground floor units in other buildings consisting of four or more
19 units.

20 (6) Nothing in this act shall be construed to invalidate or limit any
21 state law or ordinance that requires residential real property to be de-
22 signed and constructed in a manner that affords persons with disabilities
23 greater access than is required by this act.

24 (7) Nothing in this subsection (h) requires that residential real prop-
25 erty be made available to an individual whose tenancy would constitute
26 a direct threat to the health or safety of other individuals or whose tenancy
27 would result in substantial physical damage to the property of others.

28 Sec. 3. K.S.A. 58-2543 is hereby amended to read as follows: 58-
29 2543. As used in this act: (a) “Action” includes recoupment, counterclaim,
30 setoff, suit in equity and any other proceeding in which rights are deter-
31 mined, including an action for possession.

32 (b) “Building and housing codes” includes any law, ordinance or gov-
33 ernmental regulation concerning fitness for habitation, or the construc-
34 tion, maintenance, operation, occupancy, use or appearance of any prem-
35 ises or dwelling unit.

36 (c) “Dwelling unit” means a structure or the part of a structure that
37 is used as a home, residence or sleeping place by one person who main-
38 tains a household or by two or more persons who maintain a common
39 household; but such term shall not include real property used to accom-
40 modate a manufactured home or mobile home, unless such manufactured
41 home or mobile home is rented or leased by the landlord.

42 (d) “Good faith” means honesty in fact in the conduct of the trans-
43 action concerned.

1 (e) "Landlord" means the owner, lessor or sublessor of the dwelling
2 unit, or the building of which it is a part, and it also means a manager of
3 the premises who fails to disclose as required by K.S.A. 58-2551 and
4 amendments thereto.

5 (f) "Organization" includes a corporation, government, governmental
6 subdivision or agency, business trust, estate, trust, partnership or associ-
7 ation, two or more persons having a joint or common interest, and any
8 other legal or commercial entity.

9 (g) "Owner" means one or more persons, jointly or severally, in whom
10 is vested: (1) All or part of the legal title to property; or (2) all or part of
11 the beneficial ownership and a right to prevent use and enjoyment of the
12 premises; and such term includes a mortgagee in possession.

13 (h) "Person" includes an individual or organization.

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

18 (j) "Rent" means all payments to be made to the landlord under the
19 rental agreement, other than the security deposit.

20 (k) "Rental agreement" means all agreements, written or oral, and
21 valid rules and regulations adopted under K.S.A. 58-2556 and amend-
22 ments thereto, embodying the terms and conditions concerning the use
23 and occupancy of a dwelling unit and premise.

24 (l) "Roomer" means a person occupying a dwelling unit that lacks a
25 major bathroom and kitchen facility, in a structure where one or more
26 major facilities are used in common by occupants of the dwelling unit
27 and other dwelling units. As used herein, a major bathroom facility means
28 a toilet, and either a bath or shower, and a major kitchen facility means
29 a refrigerator, stove and sink.

30 (m) "Security deposit" means any sum of money specified in a rental
31 agreement, however denominated, to be deposited with a landlord by a
32 tenant as a condition precedent to the occupancy of a dwelling unit, which
33 sum of money, or any part thereof, may be forfeited by the tenant under
34 the terms of the rental agreement upon the occurrence or breach of
35 conditions specified therein.

36 (n) "Single family residence" means a structure maintained and used
37 as a single dwelling unit. Notwithstanding that a dwelling unit shares one
38 or more walls with another dwelling unit, it is a single family residence if
39 it has direct access to a street or thoroughfare and shares neither heating
40 facilities, hot water equipment, nor any other essential facility or service
41 with any other dwelling unit.

42 (o) "Tenant" means a person entitled under a rental agreement to
43 occupy a dwelling unit to the exclusion of others.

- 1 (p) “Victim of domestic violence” means an individual who can prove
2 the existence of domestic violence by providing one of the following:
- 3 (1) A restraining order or other documentation of equitable relief by
4 a court of competent jurisdiction;
- 5 (2) a police record documenting the abuse;
- 6 (3) documentation that the abuser has been convicted of one or more
7 of the offenses enumerated in articles 34 and 35 of chapter 21 of the
8 Kansas Statutes Annotated, and amendments thereto, where the victim
9 was a family or household member;
- 10 (4) medical documentation of the abuse;
- 11 (5) a statement provided by a counselor, social worker, health care
12 provider, clergy, shelter worker, legal advocate, domestic violence or sexual
13 assault advocate or other professional who has assisted the individual
14 in dealing with the effects of abuse on the individual or the individual’s
15 family; or
- 16 (6) a sworn statement from the individual attesting to the abuse.
- 17 Sec. 4. K.S.A. 58-2559 is hereby amended to read as follows: 58-
18 2559. (a) Except as otherwise provided in this act, if there is a material
19 noncompliance by the landlord with the rental agreement or a noncom-
20 pliance with K.S.A. 58-2553, *and amendments thereto*, materially affect-
21 ing health and safety, the tenant may deliver a written notice to the land-
22 lord specifying the acts and omissions constituting the breach and that
23 the rental agreement will terminate upon a periodic rent-paying date not
24 less than ~~thirty (30)~~ 30 days after receipt of the notice. The rental agree-
25 ment shall terminate as provided in the notice, subject to the following:
- 26 (1) If the breach is remediable by repairs or the payment of damages
27 or otherwise, and the landlord adequately initiates a good faith effort to
28 remedy the breach within ~~fourteen (14)~~ 14 days after receipt of the notice,
29 the rental agreement shall not terminate. However, in the event that the
30 same or a similar breach occurs after the fourteen-day period provided
31 herein, the tenant may deliver a written notice to the landlord specifically
32 describing the breach and stating that the rental agreement shall termi-
33 nate upon a periodic rent-paying date not less than ~~thirty (30)~~ 30 days
34 after the receipt of such notice by the landlord. The rental agreement
35 then shall terminate as provided in such notice.
- 36 (2) The tenant may not terminate for a condition caused by an act or
37 omission of, or which is or can be properly attributable or applicable to,
38 the tenant or any person or animal or pet on the premises at any time
39 with the tenant’s express or implied permission or consent. *This para-*
40 *graph shall not apply to a tenant who is a victim of domestic violence.*
- 41 (b) Except as otherwise provided in this act, the tenant may recover
42 damages and obtain injunctive relief for any noncompliance by the land-
43 lord 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
2 any right of the tenant arising under subsection (a) ~~of this section~~.

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

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

9 Sec. 5. K.S.A. 2003 Supp. 58-2570 is hereby amended to read as
10 follows: 58-2570. (a) The landlord or the tenant may terminate a week-
11 to-week tenancy by a written notice given to the other at least seven days
12 prior to the termination date specified in the notice.

13 (b) The landlord or the tenant may terminate a month-to-month ten-
14 ancy by a written notice given to the other party stating that the tenancy
15 shall terminate upon a periodic rent-paying date not less than 30 days
16 after the receipt of the notice, except that not more than 15 days' written
17 notice by a tenant shall be necessary to terminate any such tenancy where
18 the tenant is in the military service of the United States and termination
19 of the tenancy is necessitated by military orders *and the tenant may ter-*
20 *minate any such tenancy upon written notice to the landlord if the tenant*
21 *is a victim of domestic violence*. Any rental agreement for a definite term
22 of more than 30 days shall not be construed as a month-to-month tenancy,
23 even though the rent is reserved payable at intervals of 30 days.

24 (c) If the tenant remains in possession without the landlord's consent
25 after expiration of the term of the rental agreement or its termination,
26 the landlord may bring an action for possession. In addition, if the tenant's
27 holdover is willful and not in good faith the landlord may recover an
28 amount not more than 1 1/2 months' periodic rent or not more than 1 1/
29 2 times the actual damages sustained by the landlord, whichever is
30 greater. If the landlord consents to the tenant's continued occupancy
31 subsection (d) of K.S.A. 58-2545, and amendments thereto, shall govern.

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

1 erwise if judgment be entered in favor of the tenant.
2 (e) If a landlord provides to a tenant a document which, if signed by
3 the landlord or tenant or both, would constitute the tenant's written no-
4 tice to the landlord that the tenant intends to vacate the premises, and if
5 such document contains any additional terms that are not contained in
6 the rental agreement between the landlord and tenant, then the docu-
7 ment shall include the following statement in no less than ten-point bold-
8 face type: 'YOUR SIGNATURE ON THIS DOCUMENT MAY BIND
9 YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE
10 AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRIT-
11 TEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE
12 RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PRO-
13 VIDE WRITTEN NOTICE IN ANOTHER FORM.' If such statement
14 does not appear in such document, a tenant's signature on such document
15 shall not bind the tenant to any additional terms that are not contained
16 in the rental agreement.
17 Sec. 6. K.S.A. 44-1015, 44-1016, 58-2543 and 58-2559 and K.S.A.
18 2003 Supp. 58-2570 are hereby repealed.
19 Sec. 7. This act shall take effect and be in force from and after its
20 publication in the statute book.