

MINUTES OF THE HOUSE COMMITTEE ON JUDICIARY

Held in Room 526, at the Statehouse at 3:30 a. m./p. m., on February 19, 1979.

All members were present except:

The next meeting of the Committee will be held at 3:30 a. m./p. m., on February 21, 1979.

The minutes of the meeting held on February 14, 1979 were considered, corrected and approved.

JOSEPH J. HOAGLAND
Chairman

The conferees appearing before the Committee were:

Representative Glover
Jim Concannon - Professor, Washburn Law School
Judy Teusink - Kansas Women's Political Caucus
Jeff Hull - Special Agent - Attorney General's Office
Ron Todd - Assistant Insurance Commissioner
Representative Solbach
Cathy Lungren - Associated Students of Kansas
David L. Heibert - Kansas Legal Services
Jack Brandt - speaking for Topeka Home Builders, Lawrence Landlord
Association and Johnson County Landlord Association
Davie Schiebe - Landlords, Inc., Kansas City, Kansas
Sam Luinstra - Wichita Landlord Association
Lloyd Northrop - Lawrence, Kansas
Eddie Burke - Rental Owners, Inc., Wichita, Kansas
Dick Huffman - Wichita, Kansas
Rex Vickers - Vice-President, Kansas City Real Estate Board and
Wyandotte County Board of Realtors
Josephine McGonigle - Lawrence Landlords, Inc.
Eleanor Purcell - President, Johnson County Landlord Association
Omar Finney - Wichita Landlord
Martin Blair - Shawnee County Landlord
Tim Underwood - Kansas Association of Realtors
Ralph Carrol - Landlords Incorporation of Kansas, Kansas City, Kansas

Chairman Hoagland opened the meeting at 3:30 p.m. He introduced Rep. Glover, sponsor of HB 2123, a bill relating to certain evidence in certain sex crimes, and Rep. Glover briefly described the bill and then introduced Jim Concannon, Professor at Washburn Law School.

Professor Concannon explained to the committee that the only change in the rape statute that would occur with this legislation would be that past sexual conduct or heresay of such conduct could not be entered as evidence in a rape case, unless a pre-trial motion is made for specific permission to do so.

Judy Teusink, Kansas Women's Political Caucus indicated to the committee their support of HB 2123.

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HB 2547, was then explained to the committee by Representative Dyck, sponsor of the bill. The bill would be to simply certain written agreements. He passed out a copy of an example of two different types of contract agreements. (SEE ATTACHMENT # 1).

Rep. Dyck then introduced Jeff Hull from the Attorney General's office, who indicated they would like to see this bill passed because of the problems with contracts throughout the state. The case load in the Consumer Protection Department is very heavy because people do not understand the language of the agreements and do not realize that in most cases they can cancel the agreement within three days. Mr. Hull further testified that on behalf of the Attorney General's office, they wholeheartedly support this bill, HB 2547.

Ron Todd, Assistant Insurance Commissioner, testified that the commission is currently working on getting insurance companies to simplify their contracts. He further indicated that many personal lines and auto insurance contracts have been simplified at this time.

Following questions from committee members on HB 2547, Chairman Hoagland introduced HB 2505.

Cathy Lungren, Associated Students of Kansas, explained HB 2505 to the committee. She testified that the main thing the bill does is to remove certain termination requirements so that termination does not have to be on the anniversary date of the lease.

HB 2550, sponsored by Rep. Solbach, was described to the committee as another Landlord and Tenant Act Bill, with a self-help provision. Rep. Solbach then introduced David Heibert with the Kansas Legal Services, and he indicated he and his clients support this bill. He further stated that the bill only addresses minimum housing code standards and would only apply to the small percentage of bad landlords and only to tenants who do not destroy or damage the property.

Cathy Lungren, Associated Students of Kansas, spoke in favor of HB 2550 and indicated to the committee the students of Kansas tried to set up in this bill, a fair plan for both landlords and tenants. She handed the committee copies of statistics supplied by the Topeka Housing Complaint Center. (SEE ATTACHMENT # 2).

John W. Brand, Jr. spoke next in opposition to HB 2505. He appeared on behalf of the Lawrence Apartment Association and the Apartment Council of the Topeka Home Builders Association. (SEE ATTACHMENT # 3).

Mr. Brand also testified in opposition to HB 2550. He stated their four main objections to the committee and summarized those four objections. (SEE ATTACHMENT # 4).

David Scheibe, Vice-President of Landlords, Inc., Kansas City, Kansas spoke next their opposition to HB 2550. Their association feels it is unfair to allow anyone an opportunity to control the expenses of small investors, like himself. (SEE ATTACHMENT # 5).

Sam Luinstra, Wichita Landlord Association spoke next in opposition to HB 2550.

Lloyd Northrop of Lawrence, gave a brief statement in opposition to HB 2550.

Eddie Burke, Rental Owners, Inc., Wichita, Kansas briefly testified in opposition to HB 2550.

Dick Huffman, Wichita, Kansas stated opposition to HB 2550.

Ralph Carrol, representing Landlords Incorporation of Kansas, Kansas City, Kansas testified their opposition to HB 2505 and HB 2550. (SEE ATTACHMENT # 6).

Rex Vickers, Vice-President, Kansas City Real Estate Board and Wyandotte County Board of Realtors, stated their opposition to the bills.

Josephine McGonigle, Lawrence Landlords, Inc. read her testimony to the committee, stating their opposition to HB 2550. (SEE ATTACHMENT # 7).

Eleanor Purcell, President, Johnson County Landlord Association, stated their opposition to HB 2550.

Omar Finney, Wichita landlord, stated his opposition to the HB 2550.

Martin Blair, Shawnee County landlord, stated his opposition to HB 2550.

Tim Underwood, Kansas Association of Realtors, briefly testified the Association's opposition to HB 2505 and HB 2550.

There were no questions of the committee members, so Chairman Hoagland adjourned the committee meeting at 5:25 p.m.

February 19, 1979

CONTRACT SAMPLE

A Current Loan Form - "For value received, the undersigned (jointly and severally) hereby promise(s) to pay...the sum of
....

In the event of default in the payment of this or any other obligation, or the performance or observance of any term or covenant contained herein...or the bank shall deem itself to be insecure..., the bank shall have the right (at its option), without demand or notice of any kind, to declare...the obligation to be immediately due and payable."

Simplified Loan Form - "To repay my loan, I promise to pay you _____ dollars.

I'll be in default, if, (1) I don't pay an installment on time, or (2) if any other creditor tries by legal process to take any money of mine in your possession. You can then demand immediate payment of the balance of this note."

Atch. 1



ASSOCIATED STUDENTS OF KANSAS

1700 College

Topeka, Kansas 66621

(913) 354-1394

FEBRUARY 19, 1978

TO: HOUSE JUDICIARY COMMITTEE

FROM: ASSOCIATED STUDENTS OF KANSAS

RE: HB 2550, concerning the Landlord Tenant Act

DURING THE PERIOD OF JANUARY, 1978 THROUGH DECEMBER, 1978, THE TOPEKA HOUSING COMPLAINT CENTER RECEIVED 1240 CASES. OF THIS TOTAL, 476 WERE CLASSIFIED AS SUBSTANDARD MAINTENANCE OR HOUSING CODE VIOLATIONS. THIS COMPRISED 38% OF THE CENTER'S CASELOAD.

A RANDOM SAMPLE OF SOME OF THE CASES INVESTIGATED DURING THAT PERIOD IS DESCRIBED BRIEFLY ON THE ATTACHED PAGE. ALL OF THOSE DESCRIBED, AND 50 MORE, HAPPENED IN TOPEKA DURING THE MONTH OF FEBRUARY, 1978 ALONE.

IT IS WORTH NOTING THAT A SIGNIFICANT NUMBER OF THE COMPLAINTS RECEIVED COULD BE REMEDIED, AT LEAST PARTIALLY, AT A COST OF LESS THAN \$100: leaky faucets, clogged toilets, broken windows, broken or missing locks, insect infestation, drafty windows and doors, insufficient garbage containers, broken pipes, missing gutters and drainspouts, leaky roofs, broken lighting fixtures, broken water heaters and furnaces, etc.

Member Institutions:

EMPORIA STATE • FORT HAYS • KANSAS STATE • PITTSBURG • WASHBURN • WICHITA STATE

Atch. 2

SPECIFIC EXAMPLES OF SUBSTANDARD MAINTENANCE OR HOUSING CODE VIOLATIONS
INVESTIGATED BY THE TOPEKA HOUSING COMPLAINT CENTER DURING FEBRUARY, 1978

- #78A-K37 A 19-year old woman's apartment was infested throughout with insects, and the problem persisted even after the landlord sprayed one time. Landlord refused to remedy, and tenant finally moved out.
- #78A-L25 Two tenants lived in a house without heat in their bathroom. Landlord refused to remedy.
- #78A-T64 Pipes froze in the middle of winter, and landlord refused to remedy.
- #78A-B40 Tenant's bathroom wall had holes in it, and was completely falling apart. Landlord "never got around to fixing it."
- #78A-K41 Apartment had irregular heat--sometimes too hot, many times too cold. Landlord refused to investigate or remedy.
- #78A-BL1 50-year old man living in apartment without heat, and had to spend his birthday in bed to stay warm.
- #78A-B31 Tenant lived in apartment where roof had leaked since August. Landlord had promised to fix it, but did not.
- #78A-B34 Plumbing to the tub continually backed-up, and tenant had to keep bailing it out to use it.
- #78A-B41 Toilet kept clogging up and running over. Landlord refused to repair.
- #78A-L26 Drafty windows and doors, and broken locks and doorknobs. Landlord refused to repair.
- #78A-K39 Furnace ran constantly, blowing out air but no heat. Landlord refused to repair, so tenant had it fixed to prevent high electricity bills he had already incurred.

IT IS IMPORTANT TO REMEMBER THAT THE HOUSING CENTER IS GENERALLY THE TENANT'S LAST RESORT. IN ALMOST ALL CASES, THE TENANTS HAD NOTIFIED THEIR LANDLORDS NUMEROUS TIMES, AND ASKED THAT REPAIRS BE MADE.

IN MOST SITUATIONS, TENANTS SIMPLY GIVE UP AND MOVE OUT OF THEIR HOMES.

STATEMENT

My name is John W. Brand, Jr. and I am appearing on behalf of the Lawrence Apartment Association and the Apartment Council of the Topeka Home Builders Association.

We strongly oppose House Bill 2505.

The intent of House Bill 2505 is to allow tenants to terminate their leases on thirty day's notice rather than on a rent paying date with not less than thirty day's notice. The superficial impression of House Bill 2505 is to place K.S.A. 58-2559 which provides for tenant termination of a lease on parity with 58-2564 which provides for landlord termination of the lease.

There is a certain siren appeal to the argument that the two sections should be made identical. However, the original purpose of the Act was to build a compromise of the many requests of the tenant proponents and some requests of the landlord proponents. Those familiar with the Act will note that there are many, many provisions in the Act that favor tenants, when compared to their position under the prior law. In fact, it is basically a tenant's law. One request that the landlords had, and the joint committee and the 1975 legislature found reasonable, when the totality of the Act is considered, is that tenants not be allowed to terminate leases on non-rent paying dates. The 1978 legislature changed 2564 to delete the rent paying date provision in event of a landlord termination. This was done to allow quicker eviction of troublesome and noise making tenants to help other tenants in a building.

The termination of the lease on a non-rent paying date poses two difficult problems for the landlord. First, termination in the middle of the month simply means that the premises will go vacant at least until the beginning of the next month. It is not normal to rent apartments except at the first of the month. Second, termination on non-rent paying dates causes bookkeeping confusion for apartment managers.

The retention of the rent paying date language in 2559 was one of the concessions granted to the landlord in the original Act. It was part of a basic scheme of compromise in which many concessions were granted to the tenant interests. To take out this language without a reciprocal change would not only be basically unfair but would do violence to the original intent of the Act.

Respectfully submitted,

John W. Brand, Jr.

ALch.3

STATEMENT

My name is John W. Brand, Jr. and I am appearing on behalf of the Lawrence Apartment Association, an organization of 21 apartment owners owning 3639 apartment units in Lawrence and also on behalf of the Apartment Council of the Topeka Home Builders Association.

We strongly object to House Bill 2550. The concept of self-help was rejected by the Kansas legislature at the time of enactment of the original Kansas Residential Landlord Tenant Act. So called self-help bills have been introduced almost every year since the initial passage of the basic act in 1975. Each has been rejected by the legislature.

Our objections to the self-help concept and to House Bill 2550 may be summarized under four categories:

(A) The bill is highly inflationary--it will impose a significant and unnecessary burden on Kansans least able to bear additional inflation--those who rent apartment units.

(B) This bill will inhibit the existing apartment industry in Kansas and be detrimental to the construction of future apartment buildings in Kansas.

(C) The concept of self-help is unworkable. It will promote additional lawsuits.

(D) The reasons traditionally advanced by self-help proponents have been incorrect or unsound.

1. The bill is highly inflationary. Our estimates are that the bill will effect something like 20% of the population of the state of Kansas--those who rent their place of residence. Statistics indicate that between 10% and 12% of apartment expenses go for maintenance and repairs. Another approximate 5% go for painting and decorating.

Some may make the assumption that expenses in the apartment industry have nothing to do with the rents that are charged. Nothing could be farther from the truth. Expenses set rents. Most apartment buildings in Kansas are heavily financed. Lenders make their loans based upon their anticipation of rents and expenses. Apartments are built or bought primarily because of the builder's or buyer's ability to obtain financing. For these reasons the apartment industry, perhaps more than any other industry, is a slave to its own expense figures. If expenses go up, rents of necessity must go up.

We urge that it would be impossible to design a less economical plan for providing maintenance to apartment units than to allow the tenants to have an opportunity to order repairs done from workmen of their choosing. Many, if not most of my clients, have their repairs done by onsite maintenance men, either solely or partially on their payroll. It is just too expensive in the apartment industry to hire someone from outside to come in and make repairs unless the work required is very specialized. This proposed bill will provide a means for this work to be done in the most expensive manner possible. Apartment owners, over the long run, will respond to this bill, if it is passed, in one of three ways. They will spend additional sums of money themselves on maintenance in the hope that they will avoid tenants' requests for repairs. Or on receipt of a notice, they will make the repair, whether needed or not. Or they will simply let the tenants order in the repairs. In any event, the cost of maintenance will go up. The result will be that rents will go up. Thus, those Kansans generally least able to pay more for housing will bear the cost.

What if the landlord is given a vexatious notice to repair. He will be faced with the alternative of making the unnecessary

Atch. 4

repair or having the tenant make the repair and then litigate the matter. After the repair is made, the landlord will not be in a very good position to argue that he shouldn't pay for it because, after all, the money was spent on his premises. Any response that the landlord makes will raise his maintenance cost and ultimately will raise all his tenants' rents. Apparently, the tenant proponen simply feel this provision will enable them to get something for nothing. The landlord will make additional repairs and they will have nicer premises without additional costs. Nothing could be farther from the truth. As repairs are made, they will be made at higher costs and these costs will be returned to the tenants in the form of higher rent. Unfortunately, the tenants who will probably benefit will be the complainers or the student-tenants with knowledge and understanding of the law. The losers will be the lower income people of the state who will bear the extra cost.

2. This provision will inhibit the building of new apartments in the state of Kansas. Apartment projects are built or bought because of available financing. Apartment financing is based upon a capitalization of net income. Any lender in the apartment industry will tell you that in projecting net income on a project a maintenance figure is considered. In times passed, when self-help bills have come up, we have visited with the major lenders in Kansas about this concept. Their feeling has always been that a self-help law will raise maintenance costs in Kansas and thus of necessity they would have to raise their maintenance costs projections. If maintenance costs projections are raised, then projections for net income will decrease and the amount loanable on each project will decrease. The result will be that less apartments will be built in Kansas. We have also discussed with lending institutions the fact that they now require assignment of rentals when they make their loans. There is obviously some question as to the effect of this bill on these assignments and the reaction of outside lenders towards making apartment loans in Kansas if House Bill 2550 becomes law. Apartment owners will not be able to make an absolute assignment of rents if the rents are subject to self-help deductions each month.

3. We feel that the self-help concept is basically unworkable. There is something wrong and unfair about allowing one person to make improvements to another person's property. Just what is the "good and safe working order... (of) other facilities and appliances"? (K.S.A. 58-2553 a(3).) The subjects about which the tenant complains would seem to be endless--a parade of problems over dripping faucets, squeaky doors, noisily flushing toilets, and hard to open windows. I am fortunate enough to live in a home that is jointly owned by myself and a mortgage company. My home, as does everyone's has a continuous list of minor problems that might be said to fall under the provisions of K.S.A. 58-2553. It would be great to be in a position to simply serve a notice on someone to correct the problems in my home. Perhaps you could write a law to make the holder of the mortgage on my house responsible for these problems. Then I could deduct the expenses of correction--up to \$100 or one-half my monthly mortgage payments--from my monthly mortgage payments. Now that would be a wonderful thing. My wife would no longer complain about my failure to fix things around the house. But, alas, I am afraid that my mortgage company would end up figuring out some way to raise my mortgage payments. And this is exactly what is going to happen with House Bill 2550. Moreover the profiteers will be the complainers and the trouble makers--the people who don't handle the little problems by themselves--the losers will be the other tenants who will have their rents raised to cover the trouble makers' costs.

4. The traditional arguments in favor of self-help are unsound. In the past, proponents of self-help have stated that one of its purposes is to improve the quality of housing in Kansas. This is certainly a worthwhile objective. Our Association has never opposed minimum standards bills or ordinances. We believe that this is a proper and logical way to raise housing standards in Kansas.

Proponents have also argued in the past that self-help is necessary because the tenants only other remedy is to break their lease and this resulted in forcing tenants to bounce from one uninhabitable tenement to another. The antithesis of this argument is that, if we have self-help, tenants will be able to bounce from one apartment to another upgrading each apartment as they go by using self-help. We would urge that the tenant should be assumed to have some knowledge of the premises that he rents. Of course, problems may arise that would allow a tenant to breach a lease and vacate the premises as provided elsewhere in the Landlord Tenant Act or would allow a tenant to sue a landlord for damages as is allowed under the Act. But since the tenant can obviously inspect the premises before he takes possession, he should have some idea of what he is getting. With self-help, we are not talking about untenable premises, we are talking about correcting problems. We urge that self-help is not the logical, reasonable, or economical way to correct these problems.

Proponents may argue that House Bill 2550 is an improvement over previous self-help bills. We do not hold this view. We urge that the somewhat complicated provisions for notice going through the Clerk of the Court, etc. are just that. These provisions will be understood by the Landlords and they will be understood by student-tenants and sophisticated tenants. These provisions will not help hard-working, lower income people who are willing to take care of their own minor problems. In many ways, this self-help bill is worse than past proposals. It will be cumbersome to administer. It will be favoring those that the law should not favor.

Self-help has been rejected by the legislature each time it has been considered in the past. When the Landlord Tenant Law was originally passed, self-help was studied at great length. It was rejected then. It should be rejected now.

Respectfully submitted

John W. Brand, Jr.

STATEMENT TO KANSAS LEGISLATURE

BY DAVID SCHEIBE, VICE PRESIDENT, LANDLORDS, INC. K.C. KS.

CONCERNING H. B. #2550 BY SOLBACH, DEAN,

HENSLEY AND V. MILLER

I feel most residential investment property in the state of Kansas is owned by small investors like myself, working families trying to improve their situation in life and provide a more stable retirement.

We do our best to maintain our investments and provide adequate housing for our tenants. We gamble our life savings on real estate and work on small profits in the hope we someday will be able to provide security later in life.

We feel it unfair to give anyone an opportunity to control expenses of our investments. We invest thousands of dollars of our hard earned money, whereas a tenant invests a few dollars and receive an immediate return in the form of housing. We must budget our expenses to our particular circumstances. To control our budget we must do as much of the maintenance ourself as possible.

This bill would allow our tenants to spend our money on whatever repairs he or she deems necessary by whoever he or she chooses.

Then the bill provides the tenant to pay their rent to the clerk of the district court who holds no interest in our investment. On line 58 there is also a \$12 charge paid to the clerk with our money with no explanation as to why. On line 66 is another \$7 charge to be paid by the landlord. These two charges would eliminate any profit for many landlords.

Atch. 5

Line 72 states \$7 to be sent to the tenant as a reward for their efforts. With rewards like this, why shouldn't they have work done every month.

Almost all maintenance repairs are caused by the tenant, through negligence, poor housekeeping or vandalism. Problems seldom arise with good tenants.

This bill gives the bad tenant tools to cause the landlord problems. This bill also would tie up the landlords money for weeks while he attempts to comply with government red tape for what is his. We have sufficient laws to control conditions on residential property. Conditions vary with different parts of our society and geography.

To institute state laws to govern local situations is not the solution to local problems.

In conclusion, I have always felt that government intervention tends to stifle free enterprise and this is a perfect example.

LANDLORDS INCORPORATION OF KANSAS

40 South 8th Street
Kansas City, Kansas

Chair Person, Committee Members and others.

Interested in House Bill No 2550 & 2505, Our members are interested in and organized to cope with the problems concerned with the providing of housing of tenants. We are ^{not} endowed with federal moneys to provide our buildings and find ourselves competing with the federal government for these tenants. We are also competing with public housing . When we drive by these places and find about 1/4 of the houses boarded up to keep out vandals we see a picture of public moneys going down the drain , our incometax money.

Under Kansas tenant Landlord act after the rental agreement is signed . The owner or his agent shall check the condition of house , the plumbing , the windows to see and note the condition of the same. The plumbing should be tested to see if it is in proper working order. Then when the tenant moves they should recheck the same to see if they are in proper working order. Then the check sheet should be signed by the landlord and tenant. When the above is done and the landlord turns over to the tenant thousands of dollars worth of property for his use. The landlord can expect the tenant to take reasonable care of his property . If by abuse or misuse the tenant causes a sink line or sewer line to be come stopped up by putting garbage in the same the landlord may expect to deduct the cost of opening the drain from the security deposit.

Alch. G

At times a furnace will fail or a hot water tank will go out of order. It usually takes a few hours for the landlord to get a workman on the job to make the repairs.

The bill does not stipulate what breach of contract will be complied with. Is it a breach of contract for tenant to cause the plumbing to go bad or to tear down a door or willfully destroy something on the property ?

Most repairs are made within a few hours after notice, by the landlord's workman. We do not see a need for this bill as it does not provide any benefits for the property owner.

The tenant has not had the experience of hiring workman to do this work and nothing is said about him taking bids to get the work done at a reasonable price.

This bill lacks due process of law in as much the tenant has the work done before appearing before a judge of proper jurisdiction. A landlord has to have a court order before he can evict a tenant and it is reasonable to believe that tenant would have to have a court order before he takes over the authority of the landlord to make repairs, by hiring a contractor.

A tenant in most cases is free to move with 30 days written notice from the rent paying date. In cases in which he needs move sooner he should contact his landlord and agree to allow him to show and rent the house before he moves. If the rental contract says no indoor pets and the tenant or one of his friends moves in dog, monekey or a large snake. The landlord should be able to notify the tenant of the breach and give him time to remove the same. The landlord finds the tenant has not complied with correction of the breach. The property owners should have a right to issue a 30 day notice before the rent paying date.

(House Bill No 2550 and 2505 Continued)

Some rental contracts stipulate that all minor repairs caused

by the tenants misuse of the property will be paid by the tenant.

In as much as the bill does not provide for a hearing for the tenant and landlord before a judge of proper jurisdiction, before said work is done by a competent workman employed by the tenant it is doubtful if the bill would stand up in a court of law.

We landlords do not think house bill no 2550 is a necessary measure for the tenants as the present bill provides that the property must be liveable also it provides that repairs shall be made by the landlord in a reasonable time.

Most of our tenants are the finest people in the world and desire to live in a property they can afford with peace and safety. Most landlords screen the tenants before renting to them thus we do not have the repair hassels this bill provides for.

Rental property of older homes is very scarce and the house starts are slowing down because of high interest rates.

The money market is good that people can get from 10 to 12 per cent for the use of money.

Because of the high prices of older homes also the inability to finance them and the high cost of up keep for rentals the profit margin is so low people can make more money investing in other things than houses. This is hurting the rental business. My opinion these bills will do more harm for the tenant, the landlord and the investors.

Our present Landlord Tenant statute provides a delicate balance between property owner and resident responsibilities. If this balance were jeopardized by the adoption of HB 2550 with its "self help" aspect--- in these inflationary times would residents consent to giving an increased security deposit as a counter balance? Property owners don't think so---- we feel residents believe a Security Deposit equal to one month's rent is adequate; however, if the self help proposal were enacted some counter balance would be needed once this delicate balance of our present law is impaired. If we have local problems rather than enacting more legislation at the state level----HOME RULE should prevail and serve to correct these local situations.

Perhaps a composite picture of "What is a Landlord?" might help reflect the HOME RULE approach.

He's a man or woman, good or bad, young or old, but a person who has chosen to provide the best housing for those who choose not to own property.

He provides the place where we live!

He may work part time at being a landlord--Most do. Or he may own or manage hundreds of housing units. The problem and the rewards are the same. It's simply a matter of degree.

The property owner is not limited to the very wealthy---the American landlord is more "just like--the man next door."

The landlord is subject to the same economics we all know and in fulfilling his purpose he is providing a most important service to his community.

His product is the place where we live.

The landlord faces the same inflation, staggering prices and service costs we all know. And he also has been confronted by an activist element by whatever name it assumes, which says his should be a public service, that he should give more of himself and his property for less, and that he is not entitled to a fair return.

What if the landlord quit caring, quit being concerned for his property and the people who occupy it, quit taking pride in what he does?

But he won't.
For being an American Landlord is an honorable estate.

The Landlords of Lawrence come before you today to seek your negative votes on HB 2550.

LAW OFFICES OF
DODD & GODWIN
ATTORNEYS BUILDING
901 NORTH BROADWAY
WICHITA, KANSAS 67214
TELEPHONE (316) 262-5103

HERBERT K. DODD
WENDELL E. GODWIN

February 19, 1979

STATE OF KANSAS
HOUSE OF REPRESENTATIVES
Committee hearing Statements
regarding House Bill No. 2251

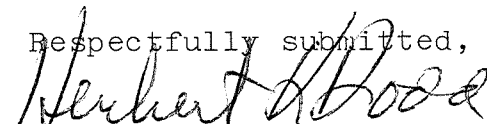
Gentlemen:

I am writing this letter as an individual and also as an attorney representing a number of clients with investments in residential rental property. It has been my personal experience that the tenants have taken advantage of the landlords rather than the landlords taking advantage of the tenants.

I believe that tenants need adequate remedy so that they are not forced to live in an unhealthy or dangerous circumstance, however, I think that when the repair of a landlord's premises is necessary it should be the responsibility of the landlord to manage his own property.

Please give this your consideration.

Respectfully submitted,



Herbert K. Dodd

HKD:phs



February 19, 1979

general offices:

4421 e. kellogg
wichita, kansas 67208
(316) 686-2167

leasing offices:

denver
kansas city
omaha
wichita

other divisions:

afl consulting

- urban planning
- market analysis
- feasibility studies
- evaluations
- management analysis

afl management

- commercial property management
- residential property management

real estate associates

- property sales
- developments

To Whom It May Concern:

Sorry I was unable to make this meeting but prior business commitments prevented me from making this trip today.

Being between the owner and renter as owner of Apartment Finders International, I feel very strongly that this pending House Bill #2251 will be very detrimental to all Owners-Landlords and in the end will stop building progress. Therefore the end result will be a continous rise in the cost of renting a home.

I strongly urge that this bill be defeated as it can only place a burden on both the owner & renter in the months and years ahead.

Due to the increased employment from out of state moving into Wichita and the shortage of housing in Wichita; we must make every effort to move forward at this time. I urge you to help not hinder the growth in Wichita, and the only way we can do this is by defeating House Bill #2251 and House Bill #2505 and House Bill #2550.

Thank You

A handwritten signature in cursive script that reads "Kay Karlson".

Kay Karlson

February 19, 1979
Re. HB 2251

To Legislative Committee,

Due to passing business commitments beyond my control, we are sorry that we cannot attend personally.

We strongly recommend that HB 2251 be defeated as it will most surely hurt the majority of tenants.

We believe that the major part of the problem can be eliminated at the time of occupancy by the tenant.

If they (Tenant and Landlord,) will simply use the rental inspection fee which is already a part of the landlord-tenant act.

Any controls that effect the collection of rents will only increase the costs of doing business and the tenant is sure to have

to pay the increase in the end.
We strongly recommend that no
controls be allowed that affect
rents in any form.

Sincerely

Jim Note
534 N. Genace
Wichita, Ks. 67208

683-3050

683-9166