

MINUTES OF THE SENATE JUDICIARY COMMITTEE.

The meeting was called to order by Chairman Vratil at 9:35 a.m. on January 28, 2003 in Room 123-S of the Capitol.

All members were present.

Committee staff present: Mike Heim, Kansas Legislative Research Department  
Lisa Montgomery, Office of the Revisor of Statutes  
Dee Woodson, Committee Secretary

Conferees appearing before the committee:

Kathy Porter, Office of Judicial Administration  
Jeanne Turner, Clerk of the 5<sup>th</sup> Judicial District, Lyon County

Others attending: see attached list.

**SB 17 - Appointment of clerks and nonjudicial personnel by the chief judge of each judicial district**

Chairman Vratil opened the hearing on **SB 17**. Conferee Porter testified in support of **SB 17**, and explained that currently K.S.A. 20-343 provides that the chief judge is to appoint the clerk of the district court with the approval of a majority of the other district judges and designate one clerk as the chief clerk, with the approval of a majority of the other district judges of the judicial district. She said that K.S.A. 20-345 includes this same provision for court services officers, secretaries, and other nonjudicial personnel. Ms. Porter told the Committee that **SB 17** would allow the chief judge to make these appointments without requiring the approval of the majority of the district judges. (Attachment 1)

The Chair noted that the fiscal note on **SB 17** revealed no fiscal effect on its operations. (Attachment 2)

There being no other conferees to appear before the Committee on this bill or questions from Committee members, Chairman Vratil closed the hearing on **SB 17**.

**SB 18 - Issuance of executions and orders of sale**

Chairman Vratil opened the hearing on **SB 18**. Conferee Turner testified in support of **SB 18** which proposes a clarification of procedures set forth in K.S.A. 60-2401(b) of who signs executions and orders of sale. She said that currently in this statute there is no specific wording on who is to sign these executions or orders, and in practice they have clerks signing them plus judges signing them. She explained that the new wording in this subsection would be changed to read that "executions and orders of sale shall be issued by the clerk and signed by the judge". (Attachment 3)

The Chair distributed copies of the fiscal note for **SB 18**, and it indicated the Office of Judicial Administration states that passage of **SB 18** would have no fiscal effect on the Judiciary. (Attachment 4)

Following general discussion and questions, the Chair closed the hearing on **SB 18**.

Chairman Vratil stated that he thought this bill would be appropriate to place on the Consent Calendar. Senator Oleen made a motion to pass the bill favorably and have it placed on the Consent Calendar. The motion was seconded by Senator O'Connor, and the motion carried.

**SB 19 - Mandatory retirement age of 75 for judges and justices**

Chairman Vratil opened the hearing on **SB 19**. Conferee Porter testified in support of **SB 19** which would allow judges to serve until the age of 75. She stated that a strong consideration for doing so was in order to retain the experience and wisdom of seasoned judges. She said that the Kansas District Judges Association Executive Board voted unanimously to support passage of the bill. (Attachment 5)

The Chair distributed copies of the fiscal note covering **SB 19**, and it stated that according to KPERS, passage of this bill would have no fiscal effect. (Attachment 6)

There being no other conferees to appear to testify on this bill, the Chairman closed the hearing on **SB 19**.

CONTINUATION SHEET

MINUTES OF THE SENATE JUDICIARY COMMITTEE at on January 28, 2003 in Room 123-S of the Capitol.

**Final Action on:**

**SB 15 - warning to tenants relating to termination notices with new conditions not contained in retail agreement**

**SB 14 - criteria for employment in adult care homes and by home health agencies**

**SB 11 - bill by Jt. Committee on Corrections & Juvenile Justice creating community advisory committee**

Senator Schmidt spoke briefly on **SB 15**, which he sponsored for introduction, since he was unable to be in attendance on the day of hearing **SB 15**. He stated that this bill proposes one narrow amendment to the Residential Landlord-Tenant Act, and offers alternative language of the originally drafted bill. He gave examples of the problems incurred with tenants signing the Notice of Intent to Vacate forms not knowing that additional stipulations had been inserted. (Attachment 7)

After general questions and discussion, Chairman Vratil reviewed **SB 15**. Senator Goodwin made a motion to pass this bill out favorably, Senator Oleen seconded, and the motion carried.

The Chair called for discussion and final action on **SB 14**. Senator Schmidt made comments regarding the written testimony given during the hearing on this bill. He explained that convictions under the theft statute, K.S.A. 21-3701, can either be misdemeanor or felony convictions depending upon the amount of property stolen. He said the problem was that during background checks all felony thefts are reported, but misdemeanors are not. He supports the reporting of all theft convictions in order to have a complete history reported for background checks.

Following general questions and discussion, Senator O'Connor moved to pass **SB 14** out favorably, seconded by Senator Schmidt, and the motion carried.

Chairman Vratil reviewed **SB 11**, and called for discussion and final action on the proposed bill. It was pointed out during Committee discussion that the Community Advisory Committee could function without having to mandate legislation, but the participants felt more comfortable having it on the books. After brief discussion by Committee members, Senator Umbarger moved to pass **SB 11** out favorably, seconded by Senator Goodwin. The Chair called for a hand vote of the Committee. The vote was a tie; five affirmative votes and five negative votes. In order to move the bill forward for Senate consideration, the Chair voted to break the tie, and voted affirmatively. The motion carried to pass the bill out favorably.

The Chair reviewed **SB 3**, and called for Committee discussion and final action. After considerable discussion, the Chair postponed further discussion and final action on **SB 3** due to time restraints.

The meeting was adjourned at 10:30 a.m. The next scheduled meeting is January 29, 2003.

## SENATE JUDICIARY COMMITTEE GUEST LIST

DATE: Jan. 28, 2003

NAME	REPRESENTING
SCOTT SCHNEIDER	KADC
Stuart Little	Ks Community Corrections Assoc.
Jeff Burkhead	Kansas Press Assoc.
Michael White	KCDAA
Cartha Jean Smith	KCMHA
Maia Rhoden	KDHE
Thomas L. Conklin JR	Kickapoo Tribal Police
Jeff Frederick	Iowa Tribal Police Dept.
T. Scott	Potawatomi Tribal Police Dept.
Trista Curzydlo	Ks Bar Assn.
Doug Smith	Pregm, Smith & Associates
Denny Burgess	Kansas District Judges Assoc
Carolyn Wydenborg	Ks St No Assn
Toby Dougherty	Sen. Umbarger
KEITH R. LANDIS	CHRISTIAN SCIENCE COMMITTEE ON PUBLICATION FOR KANSAS
Joe Herold	KSC
Robert Choromanski	KTLA
Rep Becky Hutchinson	50 <sup>th</sup> DIST
Charley Laman	Kickapoo Tribe







State of Kansas

## Office of Judicial Administration

Kansas Judicial Center  
301 SW 10<sup>th</sup>

Topeka, Kansas 66612-1507

(785) 296-2256

January 28, 2003

### Testimony in Support of SB 17 Senate Judiciary Committee

Kathy Porter

Office of Judicial Administration

Currently, K.S.A. 20-343 provides that the chief judge is to appoint the clerk of the district court with the approval of a majority of the other district judges and designate one clerk as the chief clerk, with the approval of a majority of the other district judges of the judicial district. K.S.A. 20-345 includes this same provision for court services officers, secretaries, and other nonjudicial personnel. Senate Bill 17 would allow the chief judge to make these appointments without requiring the approval of the majority of the district judges.

This bill will seem familiar to many of you because you considered it during the 2001 legislative session. After passing both the House and Senate in different versions with nearly unanimous support, the bill was sent to conference committee. The House rejected the version recommended for passage by the conference committee, which was the Senate version, and the conference committee report was not considered again that session.

The current statutory language could make the selection of nonjudicial personnel difficult under some scenarios. One example might be a district in which there are three district judges, including the chief judge. Although the chief judge and one other district judge might agree as to the appointment of a clerk or chief clerk, the selection process could run into difficulties if the remaining district judge disagrees with that selection. To comply with the statute in a three-judge district, it would appear that both district judges would have to agree with the chief judge, because one of two district judges does not constitute a majority of the other district judges of the judicial district. Stated differently, one district judge could effectively block the agreed-upon decision of the chief judge and the other district judge.

In large, and even medium-sized judicial districts, it is unrealistic to expect the chief judge to gather together the other district judges or to go individually to the other district judges to seek approval every time a court services officer or a trial court clerk is hired. For all practical purposes, those decisions are generally made by a hiring committee, and the ultimate decision of

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that hiring committee is subject to the approval of the chief judge. An analogy that comes to mind would be if statute required the Secretary of Administration to call together the directors of the various divisions within the department to ascertain if a majority approved every time the need arose to hire a secretary for the Division of Accounts and Reports, a driver for the State Printing Plant, or a maintenance person for the Division of Facilities Management. Of course, such a requirement does not exist. It is easy to see, however, that such a requirement would be unnecessary and unworkable, as is current law regarding nonjudicial appointments.

Each of the 31 judicial districts throughout the state has one chief judge who is appointed by the Supreme Court. K.S.A. 20-329 provides that the chief judge "shall have general control over the assignment of cases within the district, subject to supervision by the Supreme Court." The chief judge "shall be responsible for and have general supervisory authority over the clerical and administrative functions of such court." A variety of other statutes outline the duties of chief judges. Among other duties, a chief judge may appoint judges *pro tem* under certain circumstances (K.S.A. 20-310a), is responsible for the preparation of the budget to be submitted to the Board of County Commissioners (K.S.A. 20-349), and has numerous other duties specified by statute. In addition, Supreme Court Rule 107, a copy of which is attached, outlines these and other duties.

Given the broad range of responsibilities and duties with which chief judges are charged, it makes sense that the chief judge should have the ability to select the personnel who will be assisting the chief judge in carrying out these responsibilities and duties.

I request that you report SB 17 favorably for passage. Thank you for your consideration of this issue.

KP:mr  
Attachment



(b) Trial Court Case Assignment. Cases shall be assigned under the supervision of the administrative judge. Under his supervision, the business of the court shall be apportioned among the trial judges as equally as possible and he shall reassign cases as necessity requires. He shall provide for the assignment of cases to any special division established in the court. A judge to whom a case is assigned shall accept that case unless he is disqualified or the interests of justice require that the case not be heard by that judge.

(c) Judge Assignments. The administrative judge, with the approval of the other judges, shall provide for the assignment and reassignment of judges to any specialized division of the court. The administrative judge shall prepare an orderly plan for vacations. The plan shall be approved by the judges of the court and shall be consistent with statewide guidelines.

(d) Information Compilation. The administrative judge shall have responsibility for development and coordination of statistical and management information.

(e) Fiscal Matters. The administrative judge shall supervise the fiscal affairs of the court.

(f) Committees. The administrative judge may appoint standing and special committees necessary for the proper performance of the duties of the court.

(g) Liaison and Public Relations. The administrative judge shall represent the court in business, administrative or public relations matters. When appropriate, he shall meet with (or designate other judges to meet with) committees of the bench, bar, and news media to review problems and promote understanding.

(h) Improvement in the Functioning of the Court. The administrative judge shall evaluate the effectiveness of the court in administering justice and recommend changes.

to the Index of District Court Rules || to Rule 108



# KANSAS

DIVISION OF THE BUDGET  
DUANE A. GOOSSEN, DIRECTOR

KATHLEEN SEBELIUS, GOVERNOR

January 27, 2003

The Honorable John Vratil, Chairperson  
Senate Committee on Judiciary  
Statehouse, Room 255-E  
Topeka, Kansas 66612

Dear Senator Vratil:

SUBJECT: Fiscal Note for SB 17 by Senate Committee on Judiciary

In accordance with KSA 75-3715a, the following fiscal note concerning SB 17 is respectfully submitted to your committee.

SB 17 would authorize the chief judge of each judicial district to designate the clerk of the district court and other nonjudicial personnel for each county within the district and the chief clerk of the court for districts that do not have court administrators. Under current law, the appointment process requires approval of a majority of the other district judges in that district.

According to the Judiciary, SB 17 would have no fiscal effect on its operations

Sincerely,



Duane A. Goossen  
Director of the Budget

cc: Jerry Sloan/Ami Hyten, Judiciary

**Lisa Wilson, President**  
Jackson County  
400 New York  
Holton, Kansas 66436  
785-364-2191  
785-364-3804 (fax)  
[lwilson@holtonks.net](mailto:lwilson@holtonks.net)



**Geneva Mason, President-Elect**  
Rooks County  
P.O. Box 532  
Stockton, Kansas 67669  
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785-425-6568 (fax)  
[rdc@ruraltel.net](mailto:rdc@ruraltel.net)

**KANSAS ASSOCIATION OF DISTRICT COURT  
CLERKS AND ADMINISTRATORS**

Senate Bill No. 18  
**EXECUTIONS AND ORDERS OF SALE**  
K.S.A. 60-2401

Mr. Chairman and Members of the Committee:

Thank you for the opportunity to appear before you today to speak on behalf of the Kansas Association of District Court Clerks and Administrators regarding Senate Bill No. 18. This bill proposes a clarification of procedures set forth in K.S.A. 60-2401(b) of who signs executions and orders of sale.

The statute, as it is currently written, states that executions and orders of sale shall be issued by the clerk at the request of any interested person and directed to the appropriate officers of the counties where they are to be levied.

No where in K.S.A. 60-2401(b) do you find specific wording on who is to sign these executions or orders. In practice, we have clerks signing them and we also have judges signing them. Because executions and an order of sale are a directive to an officer to seize property and cause it to be sold in satisfaction of a judgment, we are proposing to have this subsection changed to read that . . . **executions and orders of sale shall be issued by the clerk and signed by the judge.** This would eliminate clerks from the responsibility of making sure that all journal entries have been filed and all appeal time has passed—a responsibility we feel that a judge should have—not a clerk.

Thank you for allowing us the opportunity to appear before you today on this bill. I would be glad to answer any questions you may have.

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**Diane McElwain, Secretary**  
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101 W. Spruce, P.O. Box 197  
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**John Isern, Immed. Past President**  
Barton County  
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# KANSAS

DIVISION OF THE BUDGET  
DUANE A. GOOSSEN, DIRECTOR

KATHLEEN SEBELIUS, GOVERNOR

January 24, 2003

The Honorable John Vratil, Chairperson  
Senate Committee on Judiciary  
Statehouse, Room 255-E  
Topeka, Kansas 66612

Dear Senator Vratil:

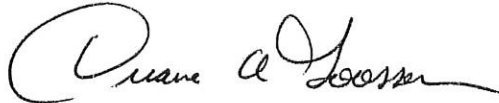
SUBJECT: Fiscal Note for SB 18 by Senate Committee on Judiciary

In accordance with KSA 75-3715a, the following fiscal note concerning SB 18 is respectfully submitted to your committee.

SB 18 would require a judge to sign a general execution order to seize property or an order of sale to sell property to satisfy a debt. Under current law, the clerk of the district court solely is responsible for issuing execution orders and orders of sale.

The Office of Judicial Administration states that passage of SB 18 would have no fiscal effect on the Judiciary.

Sincerely,



Duane A. Goossen  
Director of the Budget

cc: Jerry Sloan/Ami Hyten, Judiciary



State of Kansas

## Office of Judicial Administration

Kansas Judicial Center  
301 SW 10<sup>th</sup>  
Topeka, Kansas 66612-1507

(785) 296-2256

January 28, 2003

### Testimony in Support of SB 19 Senate Judiciary Committee

Kathy Porter  
Office of Judicial Administration

Thank you for the opportunity to appear in support of SB 19. Under current law, judges and justices must retire at the age of 70, but may finish serving the term during which the judge attains the age of 70. Under the provisions of SB 19, judges would be allowed to serve until age 75.

Without the bill, judicial retirement age is somewhat of a lottery. Because the current retirement age is dependent upon the birth date and term commencement of each judge or justice, the mandatory retirement age for judges can vary from age 70 to age 76. The requested amendment would provide a uniform retirement age for all judges and justices.

When this bill was proposed, district judges and district magistrate judges were invited to send comments to the Chief Justice. Responses were overwhelmingly in favor of the bill. The comments received reflected careful consideration of the issue. While judges acknowledged the effects of the aging process that are familiar to many of us, many noted that, in general, people are living longer and are capable of a longer period of productive years in the workforce. Judges are no exception to this trend.

Retaining the experience and wisdom of seasoned judges was a consideration noted by most judges who wrote in support of the bill. Usually judges are not elected or appointed to the bench until they have achieved considerable experience in the practice of law. Many judges are at the height of their productivity at age 70. In addition to the individual comments on the bill, the Kansas District Judges Association Executive Board voted unanimously to support passage of the bill.

The mandatory retirement age imposed on judges is contrary to what appears to be the practice for the majority of public and private sector employers. Of a

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administered by the Kansas State Employees Retirement System (KPERs), judges are the only group with a fixed mandatory retirement age.

Our recent experience in replacing three Supreme Court Justices whose terms all expired on January 13, 2003, is not one that anyone connected with the process cares to repeat. Had Justice Ed Larson not retired several months in advance of the end of his term, the replacement process truly would not have been workable. The Supreme Court Nominating Commission takes at least sixty days to get a panel of names to the Governor. Postcards must be written, printed, and mailed to approximately 12,000 attorneys, seeking nominations for the position. The nomination period is left open for four to five weeks. The Nominating Commission must then review the responses, decide which nominees they wish to interview, check references, and then conduct the actual interviews before making a decision. The Governor then has sixty days in which to choose a new justice from the panel submitted by the Commission.

The process of assisting a newly appointed justice in setting up his or her office, choosing and hiring a staff, and making the transition to a new career is substantial and time consuming. Newly-appointed justices will sometimes find that there is a period of time during which they may have to recuse themselves from hearing and considering certain Supreme Court cases because they participated in the case at the district court level as an attorney or a judge. Although this provides some level of disruption when one new justice is appointed, the appointment of three new justices in close proximity to each other led to recusals in 17 of the cases on the March Supreme Court docket.

Similar legislation was proposed in the 2000 and 2001 Legislative Sessions. The 2000 House passed that session's bill by a vote of 121 to 2, with the Senate Judiciary Committee favorably recommending the bill for passage. In the final days of the 2000 Session, time did not allow final action to be taken on the bill. Given the impending retirements and appointments for three Supreme Court vacancies, the 2002 Legislature did not consider the issue.

Thank you for your consideration of this bill, and I would be glad to try to answer any questions that you might have.

KP:mr

# KANSAS

DIVISION OF THE BUDGET  
DUANE A. GOOSSEN, DIRECTOR

KATHLEEN SEBELIUS, GOVERNOR

January 27, 2003

The Honorable John Vratil, Chairperson  
Senate Committee on Judiciary  
Statehouse, Room 255-E  
Topeka, Kansas 66612

Dear Senator Vratil:

SUBJECT: Fiscal Note for SB 19 by Senate Committee on Judiciary

In accordance with KSA 75-3715a, the following fiscal note concerning SB 19 is respectfully submitted to your committee.

SB 19 would require a member of the Judge's Retirement System to retire upon attaining the age of 75. Under current law, a judge is required to retire at the age of 70.

According to KPERS, passage of this bill would have no fiscal effect.

Sincerely,



Duane A. Goossen  
Director of the Budget

cc: Jack Hawn, KPERS

Capitol Office  
State Capitol, Room 143-N  
Topeka, Kansas 66612  
(785) 296-7398

District Office  
304 North Sixth Street  
P.O. Box 747  
Independence, Kansas 67301  
(620) 331-1800



**Senator Derek Schmidt**  
15th District

Committee Assignments

Agriculture (Chairman)  
Judiciary  
Reapportionment  
Natural Resources  
Elections and Local Government  
Legislative Post Audit

Message Only (800) 432-3924  
During Session

**Testimony of Senator Derek Schmidt  
In Support of Senate Bill 15  
Before the Senate Judiciary Committee  
January 23, 2003**

Mr. Chairman, thank you for scheduling this hearing on Senate Bill 15. This bill proposes one narrow amendment to the Residential Landlord-Tenant Act.

This legislation is identical to one provision of last year's Senate Bill 265. The "notice" provision from Senate Bill 265 has been eliminated in this year's draft, but the functional language is the same.

You will recall that Senate Bill 265 passed this committee without dissent and passed the full Senate on a vote of 37 to 3.

I am attaching with this testimony the testimony I gave last year during hearings on Senate Bill 265. Its analysis of the operations and rationale for this legislation remain applicable.

Senate Judiciary  
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Topeka, Kansas 66612  
(785) 296-7398

District Office  
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(620) 331-1800



**Senator Derek Schmidt**  
15th District

Committee Assignments  
Agriculture (Chairman)  
Judiciary  
Reapportionment  
Natural Resources  
Elections and Local Government  
Legislative Post Audit  
Message Only (800) 432-3924  
During Session

### **Proposed Amendment to Senate Bill 15**

On page 2, strike lines 7 through 10 and insert in lieu thereof the following:

- (e) If a landlord provides to a tenant a document which, if signed by the tenant, would constitute the tenant's 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 tenant's signature on such document shall not bind the tenant to any such additional terms.



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State Capitol, Room 143-N  
Topeka, Kansas 66612  
(785) 296-7398

District Office  
304 North Sixth Street  
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(620) 331-1800



**Senator Derek Schmidt**  
15th District

Committee Assignments  
Agriculture (Chairman)  
Judiciary  
Reapportionment  
Natural Resources  
Elections and Local Government  
Legislative Post Audit  
Message Only (800) 432-3924  
During Session

**Testimony of Senator Derek Schmidt  
In Support of Senate Bill 265  
Before the Senate Judiciary Committee  
February 1, 2002**

Mr. Chairman and members of the committee, thank you for your consideration today of legislation I introduced to restrict the ability of landlords to, in effect, coerce tenants into agreeing to supplemental terms of their lease. Senate Bill 265 is intended to discourage landlords from inserting additional terms beyond the lease agreement into Notices of Termination that are provided by landlords to tenants for the tenant's signature. It seeks to accomplish this by requiring landlords who do insert additional terms into a Notice of Termination to also insert a disclaimer advising the tenant that he need not sign because of the additional terms. Further, it renders any additional terms unenforceable.

The basic public policy idea is simple: The terms of the bargain between a landlord and a tenant should be set by the parties up front, at the time the lease is being negotiated. This is the time when there is a level playing field and neither party is at a disadvantage. If those terms are to later be amended, that amendment should be the result of a subsequent bargained-for exchange, not the result of one party (the landlord) covertly slipping additional terms into an unrelated document (a required Notice of Termination) that is routinely signed by the other party (the tenant).

My interest in this subject arose out of two experiences:

1. Before I was elected to the Senate, my wife and I rented an apartment in Topeka from the AMLI apartment chain. Our lease required that we give at least 30 days notice before the expiration of our lease if we intended to vacate the apartment at the end of our lease. About 60 days before the end of our lease, an agent of our landlord contacted us to inquire if we intended to vacate. I said we did. The agent then said she would provide us with a form we needed to sign and return to her to give notice of our intent to vacate.

A copy of that form is attached. As you can see, although this form was described to us as a routine matter of giving notice that we intended to vacate, it in fact would have obligated us to several additional terms beyond the scope of our original lease. Among those added terms: We would agree to comply with all terms and conditions of the notice of intent to vacate and of the move out cost

schedule, as well as the terms of our original lease. The "Move out Cost Schedule," to which we would have agreed if we had signed, set forth specific sums we agreed to pay if any damage to the property was noticed.

I refused to sign this form. Instead, I wrote a letter to our landlord and, pursuant to the terms of our lease, provided the required 30-day written notice of our intent to vacate. We left, and I thought little of this matter again until the situation below came across my desk.

2. Some months later, a client walked into my law office in Independence. The situation was this: Client's son was a student at the University of Kansas. Son and several friends had jointly rented an apartment from a large apartment chain in Lawrence. Their lease required 30-day written notice of intent to vacate before the lease term expired. When the notice period arrived, the landlord provided the son and his friends with a pre-printed Notice of Termination form. Unlike my wife and me, the boys signed the form without reading it because they believed that they had no choice and that their signature did nothing but indicate their intent to depart at the end of the lease term.

The boys moved out and, all parties agreed, they had caused damage to the apartment. But there was a substantial dispute about the cost of repairing that damage. The boys thought the cost was about \$1,000 (or \$250 per boy). The landlord thought the cost was about \$4,000 (or \$1,000 per boy). The boys obtained an independent estimate from an outside source of what it would cost to repair the damage. The estimate was closer to \$1,000 than to \$4,000.

However, the Notice of Termination form signed by the boys had expressly (in small print on the back) set forth a schedule of costs for repairing certain types of damage. As calculated by that schedule, the boys did indeed owe \$4,000. They had little recourse other than to pay the bill since they had expressly agreed, in writing, to the cost schedule. To bring litigation in an attempt to defend their interests in this case would have been more costly and troublesome than to pay the bill.

Mr. Chairman, these two cases illustrate what appears to be a systematic problem. Large apartment chains are employing pre-printed Notices of Termination forms to dupe unsuspecting tenants into agreeing, in writing, to additional terms beyond their original lease.

This sort of business practice is sneaky, unfair, and should be prohibited. That is what Senate Bill 265 is intended to do, and I would encourage the committee to support it.

Received 9-26-00

Apt. # 1111

# NOTICE OF INTENT TO VACATE

Type \_\_\_\_\_

PLEASE BE ADVISED THAT THE UNDERSIGNED RESIDENT(S) INTEND TO TERMINATE RESIDENCY OF THE PREMISES LISTED BELOW.

DATE NOTICE GIVEN 9-26-00 DATE OF INTENDED MOVE OUT 11-30-00

Names of all residents on lease Derek & Jennifer Schmidt

Apt. No. 1116 Address 2745 SW Villa West Dr Carpet Color \_\_\_\_\_

<input checked="" type="checkbox"/> 60 Day Written Notice	<input checked="" type="radio"/> Yes	No
Will apartment be vacant?	Yes	No
Current lease expiring	<u>11-30-00</u>	
Lease Term Fulfilled	Yes	No
Rent will be paid to	_____	
Well Wishes Card Received	Yes	No

Specific reason for moving \_\_\_\_\_

Scheduled Move Out Inspection Date \_\_\_\_\_ Time \_\_\_\_\_

### ASSIGNMENT OF DEPOSIT

In roommate situations, Community Director, at its sole option, may consent to a vacating resident obtaining a replacement roommate. All terms and conditions of the lease contract remain in full force and effect, including those relating to your deposit and the refunding of said deposit. By your signature below, you hereby transfer and assign all right, title and interest, if any, of your deposit to the replacement roommate and acknowledge Community Director does not waive any rights it may have as set forth herein above or in the lease.

I hereby transfer and assign my deposit to \_\_\_\_\_

### CHANGES IN MOVE OUT DATE

No retraction or change of the intended move out date may be made without approval in writing by Community Director. Resident may not hold over beyond the move out date. **If the apartment is pre-leased after Owner's Representative receives this notice, it will not be possible to approve any request for a move out date extension.** Community Director and any new resident must rely on this move out notice for preleasing purposes.

### CLEANING

As provided in the lease contract the apartment must be left in a thoroughly clean condition. This includes the stove, refrigerator/freezer, counters, cabinets, floors, tubs, shower walls, toilets, windows, etc. All carpeted areas must be vacuumed. You will be charged for those areas not cleaned. The cleaning charges are listed on the back of this notice of intent to vacate.

### DEFAULT NOTICE

Your lease is a binding contract and the Community Director expects you to honor your obligations. If you will be vacating the apartment before the lease term expires or if you are not giving 30 days' written notice of intent to vacate, Community Director will enforce its rights including but not limited to the following:

- 1) ADMINISTRATIVE CHARGES to re-let the apartment
- 2) BREACH OF LEASE FEE
- 3) CLEANING CHARGES guidelines set forth on the move out cost schedule on the back
- 4) LOSS TO VACANCY (i.e. rent on the apartment until the lease expires or until the apartment is re-let)
- 5) PHYSICAL DAMAGE CHARGES
- 6) UNPAID MISCELLANEOUS CHARGES, (i.e. late charges, NSF charges, etc.)
- 7) OTHER CHARGES

### MOVE OUT INSPECTION

You should meet with our representative for a move out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by our representative are subject to our correction, modification, or disapproval before final refunding.

### VACATING APARTMENT

I understand Community Director will NOT refund my deposit, if any, until I return all keys and provide my forwarding address after release of the apartment and inspection by Owner's representative. I also understand that my lease contract provides that my apartment might be shown with prior notice to prospective residents before I vacate.

By signing this notice of intent to vacate I give permission to Community Director to release my rental history to prospective Managers or Landlords. Also, I understand and agree to comply with the terms and conditions of the lease contract, notice of intent to vacate and move out cost schedule. This notice of intent to vacate is not valid until all residents moving out have signed and Community Director has approved. I UNDERSTAND I AM RESPONSIBLE FOR RENT UNTIL ALL THE KEYS TO MY APARTMENT ARE RETURNED AND MY FORWARDING ADDRESS IS PROVIDED.

Resident(s) Signature \_\_\_\_\_ Date \_\_\_\_\_ Forwarding Address \_\_\_\_\_

_____	Street Address	Apt#	City	State	Zip
_____	Street Address	Apt#	City	State	Zip

Receipt of this notice is acknowledged and approved by: Patricia Wilson 9-26-00  
 Street Address Apt# City State Zip  
 Community Director Date Taken By 7-5

DATE OF INTENDED MOVE OUT ENTERED INTO COMPUTER

## MOVE-OUT COST SCHEDULE

### Cleaning and Repair Charges:

If prior to moving out, you do not clean the items listed below and leave them in satisfactory working order, the following charges will be deducted from your deposit or owed if deposit is not sufficient to cover the charges. You will be charged for each instance in which an item must be cleaned or repaired. The prices listed below are average prices only.

If Manager incurs a higher cost for cleaning or repairing an item, you will be responsible for paying the increased amount. Please note that this is not an all inclusive schedule; you could also be charged for cleaning or repairing items that are not included on the following list.

Kitchen Cleaning	Bathroom Cleaning	Miscellaneous
Cabinets & Countertops \$30.00	Shower Door \$15.00	Carpet Cleaning \$100.00
Dishwasher \$10.00	Sink/Countertops/ \$35.00	Carpet Repairs \$100.00
Drip Pan \$ 2.00	Cabinets	Holes in Wall \$ 75.00
Oven \$30.00	Toilet \$10.00	Painting \$200.00
Refrigerator/Freezer \$40.00	Tub/Shower \$20.00	Trash Removal \$ 60.00
Stove/Vent-a-Hood \$10.00		Vinyl Floors \$ 25.00
		Wallpaper Removal \$150.00
		Window Coverings \$ 50.00
		(miniblinds & verticals)

### Replacement Charges:

If any items are missing or damaged to the point that they must be replaced upon move out, you will be charged for the current cost of the item, plus labor and service charges. A representative list of replacement charges is provided below. These are average prices.

If Manager incurs a higher cost for replacement, you will be responsible for paying the increased amount. Please note that this is not an all-inclusive schedule; you could also be charged for the replacement of items that are not included on the following list.

Carpet Replacement	\$900.00	Light Bulb	\$ 1.00
Countertops	\$300.00	Light Fixture	\$ 50.00
Crisper Cover	\$ 15.00	Mailbox Key	\$ 25.00
Disposal	\$ 65.00	(lost or unreturned)	
Door	\$100.00	Mirror (Bath)	\$ 60.00
Door Key	\$ 35.00	Patio Glass Doors	\$ 150.00
(lost or unreturned)		Patio Screen	\$ 100.00
Fire Extinguisher	\$ 35.00	Window Coverings	\$ 200.00
(1 1/2 lb. size)		Window Glass	\$ 150.00
Ice Trays	\$ 5.00	Window Screen	\$ 35.00