

MINUTES OF THE SENATE JUDICIARY COMMITTEE

The meeting was called to order by Chairman John Vratil at 9:35 A.M. on February 8, 2006, in Room 123-S of the Capitol.

All members were present,

Terry Bruce arrived, 9:37 a.m.  
Barbara Allen arrived, 9:38 a.m.  
Greta Goodwin arrived, 9:38 a.m.  
David Haley arrived, 9:38 a.m.

Committee staff present:

Mike Heim, Kansas Legislative Research Department  
Helen Pedigo, Office of Revisor of Statutes  
Karen Clowers, Committee Secretary

Conferees appearing before the committee:

Rekha Sharma-Crawford, Attorney  
Randall Allen, Executive Director, Kansas Association of Counties  
James W. Clark, Legislative Counsel, Kansas Bar Association  
Kathy Porter, Office of Judicial Administration  
John Bender, Legislative Director for the University of Kansas  
Ed Jaskinia, Association of Landlords of Kansas  
Alicia Smiley, First Management, Inc.  
Brandy L. Sutton  
Louise Kirkpatrick, Tenant/Landlord Counselor, Housing and Credit Counseling

Others attending:

See attached list.

The hearing on **SB 381--Pleas; court advisory that conviction or guilty plea may have immigration, naturalization consequences** was opened.

Rekha Sharma-Crawford appeared in support of **SB 381** and requested an amendment to require the advisory regarding immigration consequences be made prior to the plea (**Attachment 1**). The Chairman requested the proposed amendment be drafted into balloon form.

There being no further conferees, the Chairman closed the hearing on **SB 381**.

The Chairman made an appeal to the Committee to arrive on time, at 9:35 a.m. this morning there was only one committee member here and valuable time is being lost. Please try to be on time.

The hearing on **SB 407--Courts; increasing jurors' fees** was opened.

Randall Allen appeared as a proponent but was concerned that the legislation could be a financial burden to some counties (**Attachment 2**). He requested an amendment to insert the language "as determined by the board of county commissioners for said county" on page 1, line 19. The Chairman indicated that a proposed balloon amendment was being distributed that addressed those same concerns (**Attachment 3**).

Jim Clark spoke in support of the bill (**Attachment 4**).

Kathy Porter appeared as a neutral party with the intent of requesting a \$10 minimum be added to the bill which is covered by the previous balloon amendment (**Attachment 5**). Ms. Porter also pointed out that currently the State has a uniform system and changing it to a county by county decision the Committee may want to consider issues that may arise when cases are transferred from one county to another. She also provided information regarding jury pay across the United States.

CONTINUATION SHEET

MINUTES OF THE Senate Judiciary Committee at 9:35 A.M. on February 8, 2006, in Room 123-S of the Capitol.

Written testimony in support of **SB 407** was submitted by:  
Callie Jill Denton, Kansas Trial Lawyers (Attachment 6)

There being no further conferees, the hearing on **SB 407** was closed.

Final action on **SB 407--Courts; increasing jurors' fees**

Senator Bruce moved, Senator Donovan seconded, to adopt the proposed balloon amendment. Motion carried.

Senator Goodwin moved, Senator O'Connor seconded, to favorably recommend SB 407 as amended. Motion carried. Senator Schmidt voted no and requested his vote recorded.

The hearing on **SB 380--Amendments to the residential landlord and tenant act; inventory of premises, security deposit, automatic renewal clauses** was opened.

Josh Bender spoke in support of the bill and provided a balloon amendment to change language to make it more consistent through the bill and to return Section 2, subsection (c) to original language (Attachment 7). He indicated that the Student Legislative Awareness Board primary concerns were:

- automatic renewal clauses
- arbitrary lists of predetermined charges
- initial inventory of premises
- security deposits
- pre-determination walkthroughs

Ed Jaskinia spoke in opposition to **SB 380**. He stated that pre-determined charges are a courtesy that landlords provide to tenants in response to repeated requests by tenants over the years even though it is often difficult to estimate the cleaning, repairs and replacement costs (No written testimony). Mr. Jaskinia indicated that the 90 day notice is strictly a college town problem because property demand is seasonal. He felt that most of the issues addressed in the bill are due to a lack of knowledge on the part of the tenant.

Alicia Smiley appeared in opposition stating that the amount of time and cost involved to inspect rentals twice at move-out is unreasonable, requiring additional manpower resulting in higher rents (Attachment 8). The changes **SB 380** would enact will cause considerable hardship to landlords by creating time constraints, increased overhead and operation costs.

Brandy Sutton spoke in opposition indicating his concern regarding the unintended consequence of higher rents (Attachment 9). In order to comply with many of the changes proposed in **SB 380** landlords will be forced to use outside labor for repairs and to hire outside labor for repair and cleaning resulting in higher rents to cover costs.

Louise Kirkpatrick appeared as a neutral party indicating her concern that several of the proposed changes have the potential to cause more confusion without realization of the desired benefits (Attachment 10). The Kansas Residential Landlord and Tenant Act was written to address the complete residential rental picture and has been effective in that regard.

There being no further conferees, the Chairman closed the hearing on **SB 380**.

The meeting adjourned at 10:30 a.m. The next scheduled meeting is February 9, 2006.

PLEASE CONTINUE TO ROUTE TO NEXT GUEST

SENATE JUDICIARY COMMITTEE GUEST LIST

DATE: 08 Feb 2010

NAME	REPRESENTING
James C. Quinn	T.A.H.K LANDLORDS OF LAWRENCE
Ally Scott M.D.	TALK 3rd V.P. from Geary Co. Hallford
Rakna Sharma-Crawford	sharma-Crawford Atlys at Law.
Melinda Lewis	EI Centro, Inc.
Josh Bender	KU SLAB
Ian Staples	KU SLAB
Chris Blackstone	KU SLAB
Leslie Edridge	KU SLAB
Randall Allen	KS. Assoc. of Counties
Whitney Damm	KS Bar. Association
Jeff Bottenborg	KS Sher. (fls) Ass'n
Doug Smith	Pinegar, Smith & Associates
Chet Anderson <sup>to committee</sup>	SCALA
Paul Rasmussen	SCALA
Brandy Sutton	Pendlefox & Sutton LLC
Alicia Smiley	FIRST MANAGEMENT
Tam Ho Hoan	landlord, just observing
Kathy Purke	Judicial Branch

ED JASKINIA

TALK

PLEASE CONTINUE TO ROUTE TO NEXT GUEST

SENATE JUDICIARY COMMITTEE GUEST LIST

DATE: 8 FEB 2006

NAME	REPRESENTING
<i>Martha Jean Smith</i>	KMHA
STEVE STAAB	JOHNSON COUNTY LANDLORDS
JIM CLARK	KBA
Ronald Finck	Osage County LANDLORDS
Michael H. Fry	Jo Co Landlords
Chris Wildenbuck	Jo Co Landlords
Billie GRIMES	Jo Co LANDLORDS
Don Grisham	Jo Co Landlords
Tess Raydo Pres.	Jo Co. Landlords
Wesley Ruth Granly	Jo. Co. Landlords
Callie Lee Denton	KTLA
Louise Kirkpatrick	HECT
Tom Benaka	SN Co. LL
Darrel Eklund	Shawnee Co. Landlord Assoc.
Elaine Jungmann	Henry Co Landlord Assoc.
Marie Nelson	Henry Co Landlord Assoc.
Randy Ellis	JO CO LANDLORDS
Richard Semans	Nancy A. Hess

Rick Fivert LI

HUMAN RIGHTS COMMISSION

Rekha Sharma-Crawford  
8535 Metcalf  
Overland Park, KS 66212

2/8/2006

Written Testimony in Support of Senate Bill 381: Pleas; court advisory that conviction or guilty plea may have immigration, naturalization consequences.

I have been an attorney for the past 12 years. I have worked both as an Assistant District Attorney as well as in the private sector. Advising a Defendant about the immigration consequences of a plea is a common practice among the Federal Courts of Kansas and the United States. Furthermore, at least, one County in the State has made such an advisory a standard part of the plea advisory form.

The benefit of this Bill is that it protects those persons appearing in court by ensuring they are aware of all the ramifications of their plea. This legislation would also protect society by ensuring that the pleas are valid and enforceable. Individuals who are waiving their rights to judicial process would now make a fully informed decision.

It is essential that those facing criminal charges, and possibly immigration consequences, be aware of the natural consequences of their plea. There is often little relevance whether the individual pled to a felony or a misdemeanor, as the immigration consequences may be exactly the same. Unfortunately, many times no one has advised these individuals that any kind of a consequence is likely, thus, such an admonition will at least put the individual on notice to examine all relevant issues prior to entering their plea. In many cases, these ill informed pleas, created to obtain probation, ultimately result in the unnecessary destruction of American families. By placing the responsibility on the Courts to ensure that simple notification is provided to Defendants, the dignity of the system is preserved and the integrity of the process is maintained.

At least 22 other States, recognizing the importance of informed pleas, have already enacted such provisions of law to protect the rights of all. Thus, this legislation would not only place Kansas in line with those sister States, but also in line with the federal justice system.

Respectfully submitted:

  
Rekha Sharma-Crawford  
Attorney



**TESTIMONY**  
concerning Senate Bill No. 407  
**re. Juror Fees**  
Senate Judiciary Committee

Presented by Randall Allen, Executive Director  
Kansas Association of Counties  
February 8, 2006

Mr. Chairman and members of the committee, my name is Randall Allen, Executive Director of the Kansas Association of Counties. I am here today to express our support for Senate Bill 407 *on one condition*. The bill would amend K.S.A. 43-171 to increase compensation to jurors from the current \$10 per day to an amount not to exceed \$50 per day.

As you probably know, these costs are paid from counties' general funds. As such, we are concerned with any bill which places an unfunded mandate on county governments. After discussions with those who offered this bill, we believe the intention is that the change in the daily rate be truly discretionary to each board of county commissioners. As such, with this stipulation we can support SB 407. However, we would be much more comfortable with a clarifying amendment such as the one below to clarify whose discretion is required to change the daily rate:

Line 19:

“(a) An amount not to exceed \$50 per day, *as determined by the board of county commissioners for said county*, for each day of attendance, to attend court pursuant to this act; and”

Given the fact that the per diem rate has not been adjusted since 1971, we understand the rationale for adjusting the rate. Some and perhaps several counties will choose to increase the rate if this bill is enacted. We certainly appreciate the intent of this proposal, rather than a blanket adjustment which would constitute an unfunded mandate for counties. As such, we urge the committee to amend the bill as suggested and report the bill favorably for passage.

The Kansas Association of Counties, an instrumentality of member counties under K.S.A. 19-2690, provides legislative representation, educational and technical services and a wide range of informational services to its member counties. Inquiries concerning this testimony should be directed to Randall Allen or Judy Moler by calling (785) 272-2585.

300 SW 8th Avenue  
3rd Floor  
Topeka, KS 66603-3912  
785•272•2585  
Fax 785•272•3585

Senate Judiciary  
2-8-06  
Attachment 2

**SENATE BILL No. 407**

By Committee on Judiciary

1-19

9 AN ACT increasing jurors' fees; amending K.S.A. 43-171 and repealing  
10 the existing section.

11

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

13 Section 1. K.S.A. 43-171 is hereby amended to read as follows: 43-  
14 171. Jurors shall be paid the following fees ~~out of from~~ the county general  
15 fund: ~~For attending before any court pursuant to this act, for each day of~~  
16 ~~attendance, ten dollars (\$10) per day, for each mile necessary traveled in~~  
17 ~~going to and returning from the place of attendance, mileage at the rate~~  
18 ~~prescribed by law~~

19 (a) An amount ~~[not to exceed \$50 per day]~~, for each day of attendance,  
20 to attend court pursuant to this act; and

21 (b) mileage, at the rate authorized by law, for necessary travel in  
22 going to and returning from court pursuant to this act.

23 Sec. 2. K.S.A. 43-171 is hereby repealed.

24 Sec. 3. This act shall take effect and be in force from and after its  
25 publication in the statute book.

, not less than \$10 nor more than \$50, as  
determined by the county commission



**KANSAS BAR  
ASSOCIATION**

Testimony in Support of

**SENATE BILL NO. 407**

The Kansas Bar Association is a voluntary, professional association of over 6,700 members dedicated to serving Kansas lawyers, their clients, and the people of Kansas.

The KBA has a long-standing policy to support the increase in jury fees and has supported several measures over the years to increase jury compensation where appropriate. While there have been proposals to increase juror compensation, such as the "Jury Patriot Act" back in 2004, such measures were flawed because the burden of the increased compensation fell on plaintiffs wishing to file a civil case, through increased docket fees. SB 407 on the other hand, does not impose the cost of the fee increase on a disproportionate number of civil litigants, but is to be paid out of a county general fund, at the discretion of the board of county commissioners.

Consequently, the Kansas Bar Association is in support of SB 407, and urges the Committee to recommend it favorably.

James W. Clark  
KBA Legislative Counsel  
785-234-5696

\* \* \*

Senate Judiciary

2-8-06

Attachment 4





State of Kansas

## Office of Judicial Administration

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

(785) 296-2256

Senate Judiciary Committee

Wednesday, February 8, 2006

Testimony on SB 407

SB 407 would provide that jurors shall be paid an amount not to exceed \$50 per day, for each day of attendance. Under current law, jurors are paid \$10 per day. Jury fees currently are paid from the county general fund of each county, and that would remain unchanged under the bill.

As drafted, it would appear that counties could pay jurors any amount as long as that amount does not exceed \$50, and that the choice would be up to the individual county. It appears that the committee might want to consider an amendment to provide that the counties could pay "an amount *not less than \$10 per day* and not to exceed \$50 per day," so that jurors would not be paid less than they are paid under current law.

The Kansas Judicial Branch has long supported increased pay for jurors, while remaining mindful that the counties would assume the fiscal burden of any increase in juror pay. The Judicial Branch also has benefited from the fact that it has been a unified system since 1976, meaning that court practices and procedures remain uniform from county to county, with the exception of those areas in which judicial districts have promulgated local rules. SB 407 could result in a non-uniform system of jury pay from county to county.

An additional issue could arise when cases are transferred from one county to another because of a change of venue or for other reasons. One example of this is that, within the past two weeks, an Emporia case was heard in Salina with a jury made up of Saline County residents. Because the county from which a case is transferred remains responsible for costs, a case transferred from one county that has increased juror pay could be heard in a courtroom next to a case from another county in which juror pay has not been increased. Both juries would have been selected from the same jury pool, but would be treated differently in the amounts they would be paid.

It is factual, however, that some states do have systems in which jury pay varies from county to county. I have attached a draft copy of Table 40 from *State Court Organization 2004*, a publication of the U.S. Department of Justice, Office of Justice Programs, which is produced through a joint effort of the Conference of State Court Administrators and the National Center

Senate Judiciary

2-8-06

Attachment 5

Testimony – SB 407

February 8, 2006

Page 2

for State Courts. Please note that this is a draft copy, and that changes may be made prior to final publication. The columns entitled “Base Pay (per day) and “Increase at X Day of Service” provide detailed information on the jury pay practices in each of the states. As you may note, a growing trend among the states is to pay a lesser amount for the initial day or days of jury service, and then to increase the pay as jury service continues.

Thank you for your attention, and I would be glad to stand for any questions.

**Table 40. Trial Juries: Exemptions, Excusals, and Fees**

Legend: ~ = Not applicable; N/S = Not stated; ■ = Yes

	Exemptions			Employer Pays?	Juror Compensation:	
	Age	Professions: Judicial Officers (JO), Public Officials (PO), Elected Legislators (EL), Physicians (DR), Attorneys (AT)	Term of Service		Base Pay (per day)	Increase at X Day of Service
Alabama	N/S	~	Varies <sup>1</sup>	■ <sup>2</sup>	\$10	~
Alaska	70 and request in writing	JO, health exemption if expected to last more than two years, teachers from schools failing to make adequate yearly progress under the No Child Left Behind Act	Varies <sup>3</sup>		\$12.50 for half day. Anchorage: \$5.00 for half day, then \$12.50 for half day thereafter	Only in Anchorage, where the regular rate of \$12.50 is paid only on service after first half day
Arizona	N/S	No exemptions	Varies <sup>4</sup>		\$12	~
Arkansas	N/S	No exemptions	24 days <sup>5</sup>		\$15 \$35 if sworn	~
California	N/S	No exemptions	1-day/1-trial		\$15	No fee for first day, \$15 thereafter.
Colorado	N/S	No exemptions	1-day/1-trial	■ First 3 days	\$50 <sup>6</sup>	State pays for all days after third day
Connecticut	70	JO and EL disqualified while General Assembly in session. Governor, Lieutenant Governor, Secretary of State, Treasurer, Comptroller, Attorney General	~	■ First 5 days only	\$50	\$0 for 5 days, then \$50 <sup>7</sup>
Delaware	N/S	No exemptions	1-day/1-trial		\$20	No fee for first day, \$20 thereafter
District of Columbia	N/S	No exemptions	1-day/1-trial	■	\$30	\$4 for first day, \$30 thereafter
Florida	70	JO, PO, Governor, Lieutenant Governor, cabinet officer, clerk of court	1-day/1-trial		\$30	\$15 for 1st 3 days, \$30 thereafter <sup>8</sup>
Georgia	70 <sup>9</sup>	EL while General Assembly is in session. Permanently mentally or physically disabled	No more than 4 weeks in one year		\$5-\$35 -- varies by county <sup>10</sup>	~
Hawaii	N/S	JO, PO, EL, DR, AT, police, active military, clergy, dentists, fire fighters, any person who has served as juror in Hawaii within one year preceding the time of filling out the juror qualification form	1-day/1-trial, not more often than once a year		\$30	~
Idaho	70 and request in writing	No exemptions	10 days <sup>11</sup>		\$10 <sup>12</sup>	\$5 for half day \$10 for more than half day
Illinois	N/S	No exemptions	~		\$4 - \$15.50, as determined by county board	~
Indiana	65	JO, PO, EL and active military, dentists, veterinarians, police, and firefighters	1-day/1-trial		\$15-17.50 for reporting for jury duty, \$40 if sworn	~
Iowa	N/S	No exemptions	Not more than 3 months in a two-year period		\$10	~

**Table 40. Trial Juries: Exemptions, Excusals, and Fees**

Legend: ~=Not applicable; N/S=Not stated; ■=Yes

	Exemptions			Employer Pays?	Juror Compensation:	
	Age	Professions: Judicial Officers (JO), Public Officials (PO), Elected Legislators (EL), Physicians (DR), Attorneys (AT)	Term of Service		Base Pay (per day)	Increase at X Day of Service
Kansas	N/S	Persons required elsewhere for public welfare, health, or safety. Observers of the Sabbath shall be exempt from jury service on Saturday	No person shall sit as juror more than once per year		\$10	~
Kentucky	None	No exemptions	No more than 30 days in 24 months		\$12.50: \$5 service plus \$7.50 expenses	~
Louisiana	70	No exemptions <sup>13</sup>	Varies by district court local rules <sup>14</sup>	■ 1 day of wages during jury service	\$12 <sup>15</sup>	~
Maine	N/S	Governor, JO, AT, physicians and dentists providing active patient care, sheriffs, active military	No more than 15 days of service in a five-year period		\$10	~
Maryland	70 and request in writing	No exemptions, except military	No more than 1 term or trial in three years		\$15-30 depending on jurisdiction	~
Massachusetts	70 and request in writing	No exemptions	1-day/1-trial	■ First 3 days	\$50	Employer pays first 3 days, then state pays \$50/day <sup>16</sup>
Michigan	70	No exemptions	1-day/1-trial		\$25 for first full day and 12.50 for half day	\$40 after first day for a full day, and \$20 for half day
Minnesota	70	JO	Varies based on jurisdiction <sup>17</sup>		\$20	~
Mississippi	65	No exemptions	No more than 1 week in two years, unless deficiency of jurors		\$25	~
Missouri	N/S	DR, JO, active military, less than age 21, felonies, unable to speak, read, or write English (except hearing or sight impairment), mental or physical infirmity	No more than 2 days in 5 circuits, 20 days in 40 circuits		\$6 <sup>18</sup>	~
Montana	N/S	No exemptions	1 year on jury list.		\$12-\$25	\$12 per day for reporting, \$13 additional per day if sworn
Nebraska	65	JO, court clerks, jailers, sheriffs, husband and wife not allowed on same panel, and parties to a pending suit	No more than 4 calendar weeks in five years	■ <sup>19</sup>	\$35	~
Nevada	70, 65 if lives 65+ miles from court	EL and legislative employee during session	1 year <sup>20</sup>		\$40 per day after 2 <sup>nd</sup> day of selection, and \$40 per day for each day of service <sup>21</sup>	
New Hampshire	70	JO, EL while in session	No more than 30 days, unless completing a trial		\$10 per half day	~
New Jersey	75 and request in writing	No exemptions	Varies from 1 day to 1 week <sup>22</sup>		\$5	\$40 per day after third day

**Table 40. Trial Juries: Exemptions, Excusals, and Fees**

Legend: ~=Not applicable; N/S=Not stated; ■=Yes

	Exemptions			Employer Pays?	Juror Compensation:	
	Age	Professions: Judicial Officers (JO), Public Officials (PO), Elected Legislators (EL), Physicians (DR), Attorneys (AT)	Term of Service		Base Pay (per day)	Increase at X Day of Service
New Mexico	N/S	No exemptions	Varies <sup>23</sup>		State minimum wage	~
New York	N/S	No exemptions	5 days or until end of trial	Partial <sup>24</sup>	\$40	~
North Carolina	65	No exemptions	Varies by county: 1 week or 1-day/1-trial		\$12	\$12 for first 5 days, then \$30 per day
North Dakota	N/S	No exemptions	No more than 10 days in two years or one trial		\$25	\$25 for first day, \$50 per day thereafter
Ohio	Older than 75, if requested	Members of the Amish community	2 weeks or one trial		Varies among counties	After 10 days <sup>25</sup>
Oklahoma	70	JO, sheriffs, jailers, police, AT, EL	18 days or one trial		\$20	~
Oregon	70	No exemptions	No more than 10 days, but changing to 1-day/1-trial		\$10 first 2 days	On 3 <sup>rd</sup> day, increases to \$25
Pennsylvania	N/S	No exemptions except active military, and families of criminal homicide victims	3 days <sup>26</sup>		\$9 first 3 days	On 4 <sup>th</sup> day, increases to \$25
Puerto Rico	N/S	PO, JO, EL, DR, AT, military, public employees, clergy, school employees, hospital/medical employees, morticians, employees of prisons, employees of ships/shippers, carrier employees, police, news employees, public transportation employees, small business owners, US District Court jurors	No more than 3 months total in a year; no more than 1 month in a row unless hearing a case		\$6 per day. \$8 per day if juror travels from Culebra or Vieques	~
Rhode Island	N/S	EL, JO, AT, sheriffs, marshals, police, firemen, active military, probation/parole officers, clerk of court, staff of the Jury Commissioner's Office	½ days or end of trial		\$15	~
South Carolina	65	"Any person employed within the walls of any courthouse"	1-day/1-trial		\$2-12.50	~
South Dakota	N/S	Clergy if conflicts with religious beliefs, penitentiary employees	N/S		\$10 appearance fee, \$50 per day if empanelled	~
Tennessee	65	EL, AT, DR, teachers, firemen, national guard, pharmacists, PO, JO, sole proprietors of businesses, nurses, certified public accountants, persons not fully possessed of sight or hearing, clergy	Varies <sup>27</sup>	■ <sup>28</sup>	\$10 minimum; may be supplemented by local body	~
Texas	70	Officer or an employee of the senate, house of representatives, or any department commission, board, office, or other agency in the legislative branch of state government, active-duty military, students, parents needing to care for children younger than 10, primary caretaker of invalid person	N/S		Not less than \$6 for the first day	Not less than \$40 for the 2 <sup>nd</sup> and subsequent days
Utah	None	No exemptions	1-day/1-trial		\$18.50	Day 1= \$18.50; subsequent days=\$49

**Table 40. Trial Juries: Exemptions, Excusals, and Fees**

Legend: ~ = Not applicable; N/S = Not stated; ■ = Yes

	Exemptions			Juror Compensation:		
	Age	Professions: Judicial Officers (JO), Public Officials (PO), Elected Legislators (EL), Physicians (DR), Attorneys (AT)	Term of Service	Employer Pays?	Base Pay (per day)	Increase at X Day of Service
Vermont	N/S	No exemptions	Must appear for venire for no more than 3 times in two years or one trial		Between \$15 and \$30	Varies
Virginia	70	President and Vice President of U.S., JO, EL, PO, AT, sheriffs, police, correctional employees, sole proprietors	Must be available for 1 full term of court; actual length varies		\$30	~
Washington	N/S	No exemptions	Varies among counties		\$10 - \$25, varies among counties	~
West Virginia	65	No exemptions	30 days or one full trial		\$40	~
Wisconsin	N/S	No exemptions	1-day/1-trial or 1 time in 4 years		\$16 minimum per day	~
Wyoming	72	EL, elected PO, police, firemen	Varies <sup>29</sup>		\$30	\$30 for first 5 days, then \$50 at discretion of the court

**FOOTNOTES:**

**Alabama:**

- <sup>1</sup> Jury service rarely exceeds five days.
- <sup>2</sup> Full-time employees are entitled to their regular wages from employers, less any amount received as a juror fee by the juror from the state.

**Alaska:**

- <sup>3</sup> The term of service depends on the population of the locality. No more than five consecutive days are required in Anchorage. Terms range from 30 or 90 days to one year in other areas.

**Arizona:**

- <sup>4</sup> The counties of La Paz, Maricopa, Mohave, Pima, and Pinal employ a 1-day/1-trial policy.

**Arkansas:**

- <sup>5</sup> No juror shall be required to report for more than six months, nor for more than 24 days, unless completing a trial on which the juror has been selected to serve.

**Colorado:**

- <sup>6</sup> Fees include expenses to unemployed jurors.

**Connecticut:**

- <sup>7</sup> An Employer pays full-time employed jurors' regular wages for the first five days. Part-time employed jurors and unemployed jurors are reimbursed for out-of-pocket expenses.

**Florida:**

- <sup>8</sup> If the juror continues to receive compensation from his/her employer while serving on a jury, then the juror is not entitled to juror fees for the first three days of service, but will receive \$30 per day after the third day.

**Georgia:**

- <sup>9</sup> A person 70 years or older can request to have their name removed from the juror list.
- <sup>10</sup> The first grand jury at the fall term of the Superior Court of the several counties shall fix an expense allowance for jurors between \$5 and \$35.

**Idaho:**

- <sup>11</sup> In any two-year period, no juror will be required to serve as a juror in more than one proceeding, nor be required to be available for service for more than six months, nor be required to attend court as a prospective juror for more than 10 days.
- <sup>12</sup> If a juror must travel more than 30 miles to attend court, then they will receive \$10 for a half-day, rather than \$5.

**Louisiana:**

<sup>13</sup> All exemptions were eliminated in 1994.

<sup>14</sup> This varies by local district court rule. Some districts use 1-day/1-trial while other may require a term of service from one to three weeks.

<sup>15</sup> Jurors are compensated twelve dollars for civil cases, not less than \$12 for criminal cases nor more than \$25 for each day of attendance in court. Orleans Parish civil cases are \$16.

**Massachusetts:**

- <sup>16</sup> Fees include expenses to unemployed jurors. Such expenses may be paid from the first day of service.

**Minnesota:**

- <sup>17</sup> In jurisdictions with populations greater than 100,000 the juror's maximum term of service is two weeks or one trial. In jurisdictions with populations less than 100,000 but more than 50,000 the maximum term is two months or one trial. In smaller jurisdictions the maximum term is four months or one trial.

**Missouri:**

- <sup>18</sup> A county can increase the base pay. If the county increases the base pay to \$18 per day, the state pays \$6 per day. The statute allows one circuit to have a graduated amount (no payment for the first two days, \$50 per day thereafter).

**Nebraska:**

- <sup>19</sup> An employer may not subject an employee to loss of pay for missing work for jury duty; however, the employer may deduct from the employee's wages the amount paid by the court to the employee.

**Nevada:**

- <sup>20</sup> If drawn from the jury box, a juror is liable to respond to a venire at any time unless the juror has been called and actually served in attendance on a jury in the previous year.
- <sup>21</sup> Jurors also receive mileage and lodging allowance if travel is more than 65 miles from the court.

**New Jersey:**

- <sup>22</sup> The term of service is determined by the assignment judge, but cannot be more than one week per Supreme Court policy. Eleven of 21 counties have one or two day terms of service. Once selected, a juror will not be called again for three years.

**New Mexico:**

- <sup>23</sup> No juror will be called to a venire more than six months in any year, or, in counties with populations over 300,000, no more than three months in any year. No juror will be called as a member of a panel for more than six weeks in any year, unless engaged in a trial. After actual service on a jury panel, a juror will not be liable to serve again for 36 months.

---

**Table 40. Trial Juries: Exemptions, Excusals, and Fees****New York:**

<sup>24</sup> Employers with more than 10 employees pay \$40 for the first three days; thereafter, the state pays. If the employer pays the entire salary the state pays nothing. Jurors who work for employers with 10 or fewer employees (who do not pay regular wages while on jury duty) or jurors who are not employed receive \$40 per day from the state.

**Ohio:**

<sup>25</sup> After 10 days the juror fee increases to 1.5 times the normal rate or \$15, whichever is greater.

**Pennsylvania:**

<sup>26</sup> If a juror serves a term of more than three days, that juror will not be liable to serve again for three years. If the juror serves a term of less than three days, the juror will not be liable to serve again for one year.

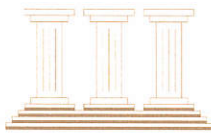
**Tennessee:**

<sup>27</sup> In counties with a population over 600,000 juror service is limited to no more than 15 days in any year, unless necessary to complete a trial.

<sup>28</sup> Employer must pay the juror the regular compensation the juror would have received for that day, had the juror not been required to serve jury duty. The employer may deduct from the juror's pay the amount paid to the juror as juror fees. Small employers with less than five employees do not have to pay employees for the time they serve on jury duty.

**Wyoming:**

<sup>29</sup> After serving on a trial, a juror is exempt for the rest of that jury term. The court has discretion to allow the juror to remain exempt for the next jury term as well.



KANSAS TRIAL LAWYERS ASSOCIATION

Lawyers Representing Consumers

To: Senator John Vratil, Chairman  
Members of the Senate Judiciary Committee

From: Callie Jill Denton  
Kansas Trial Lawyers Association

Date: February 8, 2006

RE: SB 407 Increasing Jurors' Fees

I am submitting testimony on behalf of the Kansas Trial Lawyers Association, a statewide nonprofit organization of attorneys who represent consumers and advocate for the safety of families and the preservation of Kansas' civil justice system. I appreciate the opportunity to provide you with comments in support of SB 407.

One of the most important features of our justice system is the jury. Yet it has been increasingly difficult to get private citizens to serve on juries. As a result, courts may be left, as in Shawnee County, with a deficit of eligible jurors. A lack of jurors does not serve any party in the process: justice takes longer and costs everyone more.

Declining participation levels may be due, in part, to the financial burden placed on private citizens to serve on juries. Although KTLA believes it is the duty and responsibility of all citizens to voluntarily participate when called to serve, we also believe that if possible compensation to jurors should be increased to account for the financial losses of being called away from work or hiring child care in order to be away from young children. SB 407 is an acknowledgment of the need to provide a more realistic stipend to Kansans that are volunteering their time to make our system of justice work.

We note that SB 407's amendment to K.S.A. 43-171 removes the mandatory jury fee amount of \$10 per day and makes it discretionary with each county to set a fee not to exceed \$50 per day. We suggest that in order to maintain the current fee amount as a minimum, the bill be amended on line 19 to read as follows:

*... (a) An amount no less than \$10 per day nor greater than \$50 per day, for each day of attendance, to attend court pursuant to this act; and...*

KTLA acknowledges that the bill as drafted, or with our proposed amendments, does not compel counties to increase the fees paid to jurors. However, eliminating the current mandated amount would allow counties with jury pool shortages to provide a larger juror fee if they can.

Thank you for the opportunity to provide you with our testimony, and we urge your support of SB 407 with our amendments.

Terry Humphrey, Executive Director

Fire Station No. 2 • 719 SW Van Buren Street, Suite 100 • Topeka, Ks 66603-3715 • 785.232.7756 •

E-Mail: [triallaw@ink.org](mailto:triallaw@ink.org)

Senate Judiciary

*2-8-06*

Attachment 6



## CJOnline.com / Topeka Capital-Journal

Published Sunday, October 16, 2005

**Jury pool often shallow**

MORE -

Since the start of the year, more than half of the people summoned for jury duty in Shawnee County were no-shows. The chief judge now warns they could be found in contempt of court.

**By Steve Fry**

*The Capital-Journal*

Mondays are nerve-racking for Colleen Speaker, jury coordinator for Shawnee County District Court.

Speaker sweats out each Monday wondering whether enough people will report to the county courthouse to sit as jurors in criminal and civil trials.

She has reason to be nervous.

In the first nine months of 2005, more people failed to show up to serve as jurors than people who did show up, Shawnee County District Court numbers showed last week.

And for those who fail to show up for jury duty, Chief Judge Richard Anderson has issued a warning -- be prepared to stand before a judge on a contempt of court charge.

"The yield as reported on this report is really pathetic," Anderson said. The statistics "clearly demonstrate" that some people called to serve on a jury have "a low regard for duty," he said.



**Ann Williamson/The Capital-Journal**

Shawnee County District Court Judge Thomas Conklin talks to Derrik James Ray during court proceedings Thursday afternoon. Ray was found to be in contempt of court when he didn't return from lunch on Oct. 3 during jury selection.

[Click here to check for reprint availability.](#)

The report Anderson referred to showed that as of this past Tuesday, 3,407 people reported for jury duty, but 3,984 didn't, a no-show rate of 53.9 percent. Put another way, 577 more people didn't serve as prospective jurors than those who reported to court.

That is even worse than the 12 months of 2004, when 3,922 people reported for duty, and 3,130 didn't, a no-show rate of 44.4 percent, according to district court figures.

Don Troth, court administrator, acknowledged the numbers already accumulating for 2005 are a disappointing response for courts operating in a free society.

"Sometimes I think we take things for granted and try to push our responsibilities off on other people when we should stand up and answer that call," Troth said.

Two weeks ago, Anderson was down to his last prospective juror as prosecution and defense lawyers whittled through a batch of people to pick a jury that would decide whether a defendant was guilty or innocent of aggravated indecent liberties with a juvenile. That last prospective juror was accepted, so the

jury was seated.

Had Anderson needed more people for that jury pool, he said, he would have been forced to send a deputy out to round up the first qualified citizens found either in the hallway or on Topeka streets, then bring them back to his courtroom for jury duty.

On Oct. 3, when Anderson squeaked by in seating a jury, Speaker had mailed jury summonses to 168 county residents. She said 101 showed up and 67 didn't, a no-show rate of 39.9 percent.

**In Names of prospective jurors are chosen randomly by computer, but where do the names come from in the first place?**

- Voter registration rolls.
- Driver's license lists.

**What are the criteria to be a juror in Shawnee County District Court?**

- Be at least 18 years old. (Jurors aren't excluded based on a maximum age.)
- Be a Shawnee County resident.
- Be able to understand English.
- Not be a convicted felon within the past 10 years.
- Not be subject to conservatorship.

Source -- Colleen Speaker, Shawnee County jury coordinator

**What compensation do jurors get?**

- \$10 a day.
- 40 cents a mile to drive to and from the courthouse, 200 S.E. 7th.

response to the no-shows that day, Anderson instructed Speaker to mail follow-up letters instructing them to answer their jury summonses. Those who don't answer the letters will receive notices to appear in court to show why they shouldn't be found in contempt for not reporting for jury duty, Anderson said. In the letter, each no-show is warned that he or she faces sanctions, which Kansas law sets as a \$100 fine for each day of unexcused absence.

One of those called for duty, a 19-year-old man who showed up that morning but failed to return to court after lunch, already has been found in contempt of court and fined \$55.

On the morning of Oct. 3, Derrik James Ray, who works part time as a tile layer, had been passed over on a panel of prospective jurors, then went to lunch with instructions to return at 1:30 p.m. Another panel was to be chosen to hear the trial of a man charged with aggravated indecent liberties with a child.

Defense attorney Michael Jackson said that on the night of Oct. 2, Ray helped a friend lay tile until midnight. During the lunch period the next day, Ray went to the home of his girlfriend for lunch, then

took a "power nap" after setting four alarm clocks to awaken him. The alarms didn't wake up Ray, and he ended up sleeping until 5:23 p.m., his attorney said.

"He's embarrassed," Jackson said of his client. "We have no defense other than human frailty."

Before finding him in contempt, District Judge Thomas Conklin told Ray, "The duty you were called to do was a serious duty, a constitutional right to have a jury of peers."

Conklin told Ray he shouldn't have taken the nap but that once he woke up, he should have reported back to jury coordinator Speaker. He then would have been taken to Anderson, whose court he disappeared from. It produced a major problem when he didn't report back, Conklin said.

"I'd like to apologize for not showing up when I was supposed to return," Ray told the judge.

"I can only hope that you learned that if you need to be somewhere, especially jury duty, that you be there," said Conklin, who took into account that Ray apologized and showed up for his contempt hearing. After court on Thursday, Ray also went upstairs to apologize to Speaker.

Besides the no-shows, 7,705 people summoned for duty so far this year have been excused for various reasons, including 902 who weren't county residents, 94 who were convicted felons, 165 who were dead, 53 who couldn't speak English, 52 who weren't citizens and 1,320 who had serious health problems. Also, 3,368 jury summonses were returned to court because of bad addresses, according to court records.

A few people called for duty send letters seeking to be released. One woman didn't want to serve, saying "only God can be the judge of one person's destiny. I'm not qualified to do that."

A Topeka businessman said he couldn't be on a jury because "since I'm on call 24/7, I would find it very difficult to serve on a jury."

Neither reason was accepted, and neither person was released from duty, Speaker said.

The numbers from 2004 and 2005 illustrate the bind the court faces, Anderson said. The courts need enough people who voluntarily will serve as jurors, and the courts have the authority to make them show up, but the dilemma is that if you have to enforce that authority, you might have a pool of jurors who aren't suitable, he said.

"Neither you nor I would want to have a case before a jury that we had to bring in in handcuffs," he said.

The number of jury trials is on the rise, said court administrator Troth, and so the number of potential jurors being called is increasing.

So far this year, there have been 79 jury trials, compared to 67 over the same time in 2004, Troth said. In all of 2004, there were 108 jury trials -- 104 criminal trials and four civil trials. In 2003, there were 95 jury trials -- 84 criminal trials and 11 civil trials.

The calendar for the remaining three months in 2005 is "pretty intense. We'll probably exceed that 108," Troth said.

District Attorney Robert Hecht agreed.

"The number of our jury trials has increased, and they will probably (continue to) increase slightly," Hecht said.

If the current rate of residents being called to serve on juries continues as it has in the first nine months of 2005, 21,800 people will be called by the end of this year. That would be 4,025 more people called for duty than the 17,775 contacted in 2004, according to court records.

Anderson said there were more jury trials because the district attorney's office leans away from plea agreements with criminal defendants.

Hecht said his office wasn't unwilling to grant plea agreements and wasn't opposed to avoiding jury trials but that he wanted reasonable pleas that guarantee the safety of the community, justice to the victim and community, a deterrent effect, and a plea that is appropriate for the defendant. Without getting favorable evidence from the defendant, the district attorney's office doesn't negotiate the primary charge but will negotiate the other charges, he said.

For example, in a case in which the defendant is charged with first-degree murder and two aggravated robberies, the prosecutor won't negotiate the murder charge but would do so on the robberies, Hecht said.

The district attorney thinks the number of jury trials will eventually decline as criminals realize prosecutors will go to trial but the number will remain higher than in the past.

Rather than punish no-shows, Anderson wants people to show up in court to serve as jurors.

Shawnee County citizens need to be more aware "of public service because we need voluntary participation to make our system of justice work. Jury service has to be placed on a higher priority than some folks have placed it."

**Steve Fry can be reached at (785) 295-1206 or [steve.fry@cjonline.com](mailto:steve.fry@cjonline.com).**

**\$160,000 Loan for \$633/mo**

Compare up to 4 free quotes. Refinance and Save \$1000s - Bad Credit OK  
[LowerMyBills.com](http://LowerMyBills.com)

**Earn Free Gift Cards Now.**

MyPoints Rewards You For Shopping, Reading Email and Taking Surveys.  
[mypoints.com](http://mypoints.com)

**Oprah & 60 Minutes agree**

Hoodia Diet Patch will help you lose weight naturally. Try 1 Week FREE  
[curbyourcravings.com](http://curbyourcravings.com)

[Buy a link here](#)

---

© [Copyright 2006 CJOnline](#) / The Topeka Capital-Journal / Morris Communications  
[Contact Us](#) • [Privacy Policy](#) • [Advertise on CJOnline](#)

---

**Testimony of Josh Bender***Legislative Director for the University of Kansas Student Senate*

Before the Committee on Judiciary, Kansas State Senate

**February 8, 2006**

Mr. Chairman and Members of the Committee -

I am pleased to present my testimony this morning regarding Senate Bill 380, the amendments to the Kansas Residential Landlord Tenant Act. Since late spring of 2005, the Student Legislative Awareness Board has been actively pursuing solutions to an increasingly tenuous struggle between landlords and tenants in the State of Kansas. Our goal is to amend current law in such a way as to create an equitable relationship between landlords and tenants. We have prepared SB 380 and its amendments in order to address these concerns.

SB 380 addresses six major concerns with the current Kansas Residential Landlord Tenant Act:

Automatic Renewal Clauses

One of our primary concerns is the use of automatic renewal clauses within one year lease agreements. This abusive practice requires tenants to inform their landlord of their intention to vacate the rental unit at the end of the lease agreement otherwise the lease renews for another year (See Appendix A for examples). The renewal date, however, can be arbitrarily set by the landlord at any date between the signing of the lease and the termination of the lease. This provision of the lease is frequently in small print, buried in the middle of a contract, and written in confusing legal language. Few provisions in the act allow for legal recourse of tenants when an automatic renewal is utilized without their knowledge.

SB 380 seeks to standardize the practice of automatic renewals by limiting the renewal date to ninety days before the termination of the lease, a number agreed upon during dialogues with landlords within the community. It also provides for two written notifications: first, within the lease the automatic renewal clause shall be on a separate page and shall require the

signature of the tenant demonstrating an understanding of the clause prior to signing the lease. Second, a month prior to the renewal date the tenant shall receive written notification of the approaching renewal date.

Written notification prior to the renewal date provides tenants with adequate time to determine whether they desire to retain residency. While the ninety day policy allows landlords adequate time to assess their occupancy numbers for the coming year. This system creates a fair model of utilizing an automatic renewal policy which benefits both parties.

#### Arbitrary Lists of Predetermined Charges

Our other major concern is the use of arbitrary, predetermined lists of charges when assessing damages for which tenants are liable (See Appendix B for examples). These charges are frequently higher than actual costs needed to return the rental unit to its original condition, excluding typical wear and tear.

Our amendment eliminates the use of these arbitrary amounts in favor of charging tenants for all materials, supplies, and labor *at cost*. In no case shall a tenant be charged above the actual damages suffered by the landlord. Courts have routinely determined that landlords are only able to recoup actual expenses.

Even when a tenant is successful in challenging such provisions, it does little to change the policies of landlords. If a landlord maintains two hundred units and is challenged legally by one tenant, they are still successful with their abusive policy 99.5% of the time. There is no disincentive to change their policies. By amending the act with clear, simple language, we allow every tenant the opportunity to understand that such policies should not be implemented by the landlord. Doing this keeps predetermined lists out of leases and out of courts.

#### Initial Inventory

Under current statute, initial inventories of a rental unit are required to be completed jointly by the landlord and tenant within five days of the tenant taking possession. No court in the state will award a landlord damages unless they make a good faith attempt to complete the initial inventory with the tenant. When a landlord attempts to claim damages after neglecting the initial inventory, they are willingly breaking statute.

SB 380 provides a disincentive for this irresponsible behavior. The financial disincentive is addressed within the Uniform Landlord Tenant Act (drafted by the National Conference of Commissioners on Uniform State Laws) and SB 380 corrects this disparity.

### Security Deposits

Two concerns arise in relation to the return of security deposits at the termination of the lease. In the best case scenario, a security deposit is held without interest, in security by the landlord. In the event that a landlord chooses to place a security deposit in an interest bearing account, any interest accrued is also property of the tenant. SB 380 states that no deposit shall be held in an interest bearing account without the interest benefiting the tenant.

When damages assessed by the landlord exceed 5% of the final value of the security deposit, the landlord must provide invoices, work receipts, etc. documenting the actual cost of restoring the rental unit to its original condition. As per the provisions of SB 380 regarding predetermined lists of charges, landlords can only charge for actual damages. This allows the tenant the opportunity to verify the deductions from the deposit.

### Pre-termination Walkthroughs

SB 380 allows for a pre-termination walkthrough of the rental unit, much like the initial inventory, in order to identify damages caused by the resident. Such a walkthrough would occur approximately one week before termination of the lease by request of the tenant, giving the tenant the opportunity to remedy these problems before the termination of the lease in order to avoid deductions from the security deposit. By addressing these concerns together prior to the final inspection, it creates a more respectful environment which reduces

conflict, both legal and otherwise. Pre-termination walkthroughs also reduce the work necessary after the final inspection.

## **BACKGROUND:**

### History

In spring of 2005 the Student Legislative Awareness Board (SLAB) was contacted by a law student whom worked at Legal Services for Students (LSS), the campus department whose sole function is to provide legal council to students. She expressed concern over a number of practices which were being utilized by landlords, primarily in Lawrence and Manhattan. In recent years well over half of LSS's case load has come from landlord-tenant disputes almost exclusively over automatic renewal clauses and arbitrary, predetermined lists of charges. It was at this student's urging that SLAB began investigating possible remedies for these problem areas.

This fall, SLAB began researching the issues and how other states deal with similar problems. After meeting with landlords, tenants, and lawyers, and reading hundreds of pages of landlord-tenant legislation, we finally crafted solutions to these ever growing problems. Throughout the process we sought to protect the rights of tenants without placing an unfair burden upon landlords. We feel as though SB 380 accomplishes that goal.

### Kansas Residential Landlord-Tenant Act vs. the Uniform Landlord Tenant Act

Opponents of SB 380 will most likely appeal to the Uniform Landlord Tenant Act as justification for not addressing these problems. They will state that the Kansas version is "the purest version of the Uniform Landlord Tenant Act in the nation." However, upon closer examination one finds over 20 major differences between the two acts. Only two of these differences benefit tenants, one of which was added several years ago by Senator Derek Schmidt. The remaining changes overwhelmingly benefit landlords.

Most notably, the Kansas Residential Landlord-Tenant Act provides no punishment for landlords when they willingly violate the law; whereas the uniform act has strict enforcement



of provisions. This is why parts of SB 380 call for financial disincentives for landlords who willingly violate statute.

Justification

Over 50% of Lawrence (a town of ~80,000) rents. Almost half of all renters are students. This is not only an issue that affects students, it is an issue affects the entire community. As noted earlier there are very few disincentives for landlords to change their policies. While a tenant can publicize landlord misgivings, it does little to create change in a limited housing market with large demand.

Opponents of SB 380 will also claim that the solution to these problems is in the education of the public. While continuing education is a vital part of the housing market, education does not prevent unfair practices. A limited housing market provides very few venues of recourse for tenants aside from filing law suites, a process which requires resources in order to ensure success. Courts have routinely determined that some of these practices are illegal under the law, but it has done little to solve the problem. It should not take creative legal work for a tenant to benefit from the law.

It was noted earlier that when a landlord faces few legal ramifications for their abusive policies there is no disincentive to change policies. Simple, straight forward language placed within the Kansas Residential Landlord Tenant Act allows all tenants and landlords to address the legality of practices. Everyone will be on the same page; this inevitably reduces legal conflict.

We firmly believe that only a small portion of Kansas landlords implement these policies with which we disagree. Such policies benefit landlords who act to make money over running a fair business. Landlords who act in good faith are placed at a disadvantage. By ensuring the elimination of these policies we benefit the landlords with sound practices and protect the rights of tenants.

*Appendix A*

*1.1:*

**3. LEASE TERM**

3.1 INITIAL TERM: The initial term of this Lease Contract begins on the 11<sup>th</sup> day of August 2005, and ends at midnight on the 6<sup>th</sup> day of August, 2006. At the end of this lease term, this Lease Contract will automatically renew for an additional twelve (12) month period and will automatically increase to market rent, unless either party gives written notice of termination or intent to move out as required by paragraph 8.1

*Taken from Portions of a Rental Agreement from Lawrence, Kansas*

*1.2:*

**8. MOVE-OUT**

8.1 MOVE-OUT NOTICE: Before moving out, you agree to give our representative advance written notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 3.7) except under the military clause (paragraph 3.6). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- Your move-out notice must be in writing using our move-out form. Oral move-out notices will not be accepted and will not terminate your Lease Contract.
- Your move-out notice cannot terminate the Lease Contract sooner than the end of the Lease Contract or renewal period.
- Our representative must receive your written 60-day move-out notice no later than the last day of the month preceding the 60 days before the termination date. For example: If your lease contract ends on August 9<sup>th</sup>, your move-out notice must be received by May 31<sup>st</sup>.

YOUR NOTICE IS NOT ACCEPTABLE IS IT DOES NOT COMPLY WITH ALL OF THE ABOVE: If we terminate the Lease Contract, we must give you the same advance notice unless you are in default.

*Taken from Portions of a Rental Agreement from Lawrence, Kansas*

Appendix B

**Move Out Cost Schedule**

If prior to moving out you do not clean the items listed below and/or leave them in satisfactory condition, the following charges will be deducted from your security deposit or will be owed to the Landlord if the security deposit is insufficient to cover the charges. You will be charged the listed amount for each instance in which an item listed must be cleaned or repaired. The Prices given are average prices only. If Landlord incurs a higher cost for cleaning or repairing an item, you will be responsible for paying the higher cost. **Please note that this is NOT an all-inclusive list and repair/replacement charges do NOT reflect the hourly labor charge of \$40 per hour (1/2 hour minimum).** You can and will be charged for cleaning, repairing and/or replacing an item that is not on this list.

**CLEANING**

***Kitchen:***

Stove (Wipe)	\$ 15.00
Oven (Clean)	\$ 50.00
Refrigerator	\$ 25.00
Freezer	\$ 25.00
Dishwasher	\$ 15.00
Microwave	\$ 10.00
Sink	\$ 10.00
Counter	\$ 15.00
Cabinets	\$ 15.00
Light Fixture (per)	\$ 5.00
Floor	\$ 20.00

***Bathroom:***

Tub/Shower	\$ 50.00
Toilet	\$ 20.00
Sink	\$ 10.00
Counter	\$ 10.00
Cabinet	\$ 10.00
Mirror	\$ 5.00
Floor	\$ 20.00
Light Fixture (per)	\$ 5.00

***General:***

Mini-Blinds (per)	\$ 10.00
Window (per)	\$ 15.00
Utility Closet	\$ 5.00
Ceiling Fan Blades	\$ 10.00
Exterior Dorr	\$ 10.00
Washer/Dryer	\$ 15.00
Vent Grate (per)	\$ 5.00
Light Fixture (per)	\$ 5.00
Baseboards (room)	\$ 5.00
Patio/Deck	\$ 25.00
Trash Removal (bag)	\$ 25.00
Furniture Removal	Varies
Carpet Cleaning	Min \$ 100.00
Carpet Stain Removal	Varies
Odors - Including smoke	\$ 50.00

**REPAIRS & REPLACEMENTS**

***Repairs & Replacements + Labor (Min \$20.00)***

Oven Burner	\$ 40.00
Broller Pan	\$ 30.00
Ranger Burner	\$ 15.00
Drip Pan (per)	\$ 2.50
Ice Trays (set)	\$ 2.00
Shower Rod	\$ 20.00
Towel Bar	\$ 15.00
Switch Plate	\$ 5.00
Light Bulb (Vanity)	\$ 4.00
Light Bulb (60W)	\$ 2.00
Globe (exterior)	\$ 20.00
Globe (interior)	\$ 20.00

		<b><i>Replacements-Includes Labor</i></b>	
	\$ 30.00	Mail Box Lock	\$ 30.00
	\$ 50.00	Lock (exterior)	\$ 50.00
	\$ 3.00	Lock (interior)	\$ 3.00
	\$ 30.00	Light Fixture	\$ 30.00
	\$300.00	Door (exterior)	\$300.00
	\$100.00	Door (interior)	\$100.00
	\$125.00	Window	\$125.00
	\$ 25.00	Mini-Blind	\$ 25.00
	\$ 35.00	Window Screen	\$ 35.00
	\$ 75.00	Smoke Alarm	\$ 75.00
	\$125.00	Fire Extinguisher	\$125.00
	\$150.00	Ceiling Fan	\$150.00
	\$ 50.00	Microwave	\$ 50.00
	\$100.00	Closet Shelves	\$100.00
	\$ 50.00	Mirror	\$ 50.00
	\$150.00	Patio Blinds	\$150.00
	\$ 15.00	Linoleum (per yard)	\$ 15.00
	Varies	Woodwork	Varies
	Varies	Cabinets & Doors	Varies
	Min \$ 40.00	Carpet Patch	Min \$ 40.00
	Min \$ 50.00	Paint (per wall)	Min \$ 50.00

*Taken from Portions of a Rental Agreement from Lawrence, Kansas*

**SENATE BILL No. 380**

By Committee on Judiciary

1-18

9 AN ACT concerning the residential landlord and tenant act; amending  
10 K.S.A. 58-2548, 58-2550 and 58-2570 and repealing the existing  
11 sections.

12  
13 *Be it enacted by the Legislature of the State of Kansas:*

14 Section 1. K.S.A. 58-2548 is hereby amended to read as follows: 58-  
15 2548. Within five ~~5~~ days of the initial date of occupancy or upon delivery  
16 of possession, the landlord, or such landlord's designated representative,  
17 and the tenant shall jointly inventory the premises. A written record de-  
18 tailing the condition of the premises and any furnishings or appliances  
19 provided shall be completed. Duplicate copies of the record shall be  
20 signed by the landlord and the tenant as an indication the inventory was  
21 completed. The tenant shall be given a copy of the inventory.

(a)

22 *(b) The landlord shall not be allowed to assert a claim against the*  
23 *tenant or the security deposit for damages, as allowed by K.S.A. 58-2550,*  
24 *and amendments thereto, unless the landlord or the landlord's designated*  
25 *representative completes an initial inventory of the premises with the ten-*  
26 *ant within such five days or makes a good faith effort to complete the*  
27 *inventory within such five days. If such claim is levied against a tenant*  
28 *or the security deposit without the completion of such inventory, the ten-*  
29 *ant shall recover damages in the amount of two months rent.*

30 *(c) (1) Within a reasonable time after notification of either party's*  
31 *intention to terminate the tenancy, or before the end of the lease term,*  
32 *the landlord shall notify the tenant in writing of the tenant's option to*  
33 *request an [initial inspection] and of the tenant's right to be present at the*  
34 *inspection. At a reasonable time, no earlier than 14 days, but no later*  
35 *than seven days, before the termination or the end of lease date, the land-*  
36 *lord, or the landlord's designated representative, upon the request of the*  
37 *tenant, shall make an [initial inspection] of the premises prior to any final*  
38 *inspection the landlord makes after the tenant has vacated the premises.*  
39 *The landlord shall give at least 48 hours prior written notice of the date*  
40 *and time of the inspection if a mutual time is agreed upon, or if a mutually*  
41 *agreed time cannot be scheduled but the tenant still requests an inspection.*  
42 *The landlord shall proceed with the inspection at such date and time*  
43 *whether the tenant is present or not, unless the tenant previously with-*

pre-termination walkthrough

1 drew the request for the inspection. The purpose of the initial inspection  
2 shall be to allow the tenant an opportunity to remedy identified deficiencies,  
3 in a manner consistent with the right and obligations of the parties  
4 under the rental agreement, in order to avoid damages being deducted  
5 from the security deposit.

6 (2) If a tenant does not request an initial inspection, the duties of the  
7 landlord under this subsection are discharged.

8 (3) Based on the initial inspection, the landlord shall give the tenant  
9 an itemized statement identifying deficiencies, specifically any repairs or  
10 cleaning, that are proposed to be the basis of any being deducted from  
11 the security deposit that the landlord intends to make pursuant to K.S.A.  
12 58-2550, and amendments thereto. If the tenant is not present at the initial  
13 inspection and the inspection is completed pursuant to paragraph (1), the  
14 itemized statement shall be left inside the premises.

15 (4) The tenant shall have the opportunity during the period following  
16 the initial inspection until termination of the tenancy to remedy identified  
17 deficiencies, in a manner consistent with the rights and obligations of the  
18 parties under the rental agreement, in order to avoid damages being de-  
19 ducted from the security deposit.

20 (d) At the termination of the tenancy, the landlord shall act in a man-  
21 ner as described in K.S.A. 58-2550, and amendments thereto, concerning  
22 the return of the security deposit.

23 Sec. 2. K.S.A. 58-2550 is hereby amended to read as follows: 58-  
24 2550. (a) A landlord may not demand or receive a security deposit for an  
25 unfurnished dwelling unit in an amount or value in excess of one month's  
26 periodic rent. If the rental agreement provides for the tenant to use fur-  
27 niture owned by the landlord, the landlord may demand and receive a  
28 security deposit not to exceed 1½ months' rent, and if the rental agree-  
29 ment permits the tenant to keep or maintain pets in the dwelling unit,  
30 the landlord may demand and receive an additional security deposit not  
31 to exceed ½ of one month's rent. A municipal housing authority created  
32 under the provisions of K.S.A. 17-2337 et seq., and amendments thereto,  
33 which is wholly or partially subsidized by aid from the federal govern-  
34 ment, pursuant to a rental agreement in which rent is determined solely  
35 by the personal income of the tenant, may demand and receive a security  
36 deposit in accordance with a schedule established by the housing au-  
37 thority, which is based on the bedroom unit size of the dwelling unit. Any  
38 such municipal housing authority which establishes such a schedule shall  
39 provide a deferred payment plan whereby the tenant may pay the deposit  
40 in reasonable increments over a period of time.

41 (b) Whenever money is deposited or advanced by a tenant on a rental  
42 agreement as security for performance of the rental agreement, the land-  
43 lord shall not earn interest on a deposit without the earnings benefiting

pre-termination walk through

1 the tenant.

2 (c) Upon termination of the tenancy, any security deposit held by  
3 the landlord may be applied to the payment of accrued rent and the  
4 amount of damages which the landlord has suffered by reason of the  
5 tenant's noncompliance with K.S.A. 58-2555, and amendments thereto,  
6 and the rental agreement, all as itemized by the landlord in a written  
7 notice delivered to the tenant ~~used for any purpose, including, but not~~  
8 limited to, any of the following:

9 (1) The compensation of a landlord for a tenant's default in the pay-  
10 ment of rent.

11 (2) The actual cost of repairs for damages to the premises, exclusive  
12 of ordinary wear and tear, which the landlord suffered by reason of the  
13 tenant's noncompliance with K.S.A. 58-2555, and amendments thereto,  
14 and the rental agreement.

15 (3) The cleaning of the premises upon termination of the tenancy nec-  
16 essary to return the unit to the same level of cleanliness it was in at the  
17 initial date of occupancy or upon delivery of possession.

18 (d) If the landlord proposes to retain any portion of the security de-  
19 posit for expenses, damages or other legally allowable charges under the  
20 provisions of the rental agreement, other than rent, the landlord shall  
21 return the balance of the security deposit to the tenant within ~~14 days~~  
22 ~~after the determination of the amount of such expenses, damages or other~~  
23 ~~charges, but in no event to exceed 30~~ 21 days after termination of the  
24 tenancy, delivery of possession and demand by the tenant. If the tenant  
25 does not make such demand within ~~30~~ 21 days after termination of the  
26 tenancy, the landlord shall mail that portion of the security deposit due  
27 the tenant to the tenant's last known address. ~~Accompanying the balance~~  
28 ~~of the security deposit, the landlord shall submit an itemized statement~~  
29 ~~that lists the amounts of any deductions from the security deposit and the~~  
30 ~~reasons for the deductions. If the deductions are in an amount greater~~  
31 ~~than five percent of the security deposit, invoices which document the~~  
32 ~~actual cost of material, supplies and labor shall be provided to the tenant.~~  
33 ~~In no case shall a landlord withhold any amount from the security deposit:~~

- 34 (1) Above the amount of actual damages suffered by the landlord; or
- 35 (2) based off a predetermined list of costs for materials, supplies or
- 36 labor.

37 ~~(e)~~ (e) If the landlord fails to comply with subsection ~~(b)~~ of this section  
38 (c) or (d), the tenant ~~may~~ shall recover that portion of the security deposit  
39 due together with damages in an amount equal to ~~1 1/2 the amount wrong-~~  
40 ~~fully withheld~~ two months rent.

41 ~~(f)~~ (f) Except as otherwise provided by the rental agreement, a tenant  
42 shall not apply or deduct any portion of the security deposit from the last  
43 month's rent or use or apply such tenant's security deposit at any time in

applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant

1 lieu of payment of rent. If a tenant fails to comply with this subsection,  
2 the security deposit shall be forfeited and the landlord may recover the  
3 rent due as if the deposit had not been applied or deducted from the rent  
4 due.

5 ~~(e)~~ (g) Nothing in this section shall preclude the landlord or tenant  
6 from recovering other damages to which such landlord or tenant may be  
7 entitled under this act.

8 ~~(f)~~ (h) The holder of the landlord's interest in the premises at the  
9 time of the termination of the tenancy shall be bound by this section.

10 Sec. 3. K.S.A. 58-2570 is hereby amended to read as follows: 58-  
11 2570. (a) The landlord or the tenant may terminate a week-to-week ten-  
12 ancy by a written notice given to the other at least seven days prior to the  
13 termination date specified in the notice.

14 (b) The landlord or the tenant may terminate a month-to-month ten-  
15 ancy by a written notice given to the other party stating that the tenancy  
16 shall terminate upon a periodic rent-paying date not less than 30 days  
17 after the receipt of the notice, except that not more than 15 days' written  
18 notice by a tenant shall be necessary to terminate any such tenancy where  
19 the tenant is in the military service of the United States and termination  
20 of the tenancy is necessitated by military orders. Any rental agreement  
21 for a definite term of more than 30 days shall not be construed as a month-  
22 to-month tenancy, even though the rent is reserved payable at intervals  
23 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 1½ months' periodic rent or not more than 1½  
29 times the actual damages sustained by the landlord, whichever is greater.  
30 If the landlord consents to the tenant's continued occupancy subsection  
31 (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 lease contains an automatic renewal clause or a provision for*  
3 *the automatic extension of the rental agreement:*  
4 (1) *The date such clause or provision takes effect shall not be more*  
5 *than 90 days before the termination date specified in the rental agreement.*  
6 (2) *Such clause or provision is not enforceable against the tenant un-*  
7 *less the landlord, at least 30 days but not more than 60 days prior to the*  
8 *specified date for the giving of such notice to the landlord, gives to the*  
9 *tenant written notice, calling to the attention of the tenant the existence*  
10 *of such clause or provision in the rental agreement.*  
11 (3) *Such clause or provision shall be on a separate page of the rental*  
12 *agreement and require that the tenant sign such page indicating the tenant*  
13 *has read and understands the clause or provision before signing the rental*  
14 *agreement.*  
15 (f) *If a landlord provides to a tenant a document which, if signed by*  
16 *the landlord or tenant or both, would constitute the tenant's written no-*  
17 *tice to the landlord that the tenant intends to vacate the premises, and if*  
18 *such document contains any additional terms that are not contained in*  
19 *the rental agreement between the landlord and tenant, then the docu-*  
20 *ment shall include the following statement in no less than ten-point bold-*  
21 *face type: 'YOUR SIGNATURE ON THIS DOCUMENT MAY BIND*  
22 *YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE*  
23 *AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRIT-*  
24 *TEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE*  
25 *RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PRO-*  
26 *VIDE WRITTEN NOTICE IN ANOTHER FORM.'* If such statement  
27 does not appear in such document, a tenant's signature on such document  
28 shall not bind the tenant to any additional terms that are not contained  
29 in the rental agreement.  
30 Sec. 4. K.S.A. 58-2548, 58-2550 and 58-2570 are hereby repealed.  
31 Sec. 5. This act shall take effect and be in force from and after its  
32 publication in the statute book.



**TESTIMONY OF  
ALICIA SMILEY  
TO THE  
SENATE JUDICIARY COMMITTEE ON  
SENATE BILL NO. 380**

February 8, 2006

*Chairman Vratil and Members of the Senate Judiciary Committee:*

My name is Alicia Smiley and I have been in property management for 13 years. I feel with my experience, I have an excellent idea of what is fair to residents and landlords.

While every effort is made to conduct a move-in inspection, on occasion for whatever reason, a move-in is not conducted. In those instances a tenant who receives a property in good condition could cause extensive damage to a unit without consequence.

The amount of time and cost that would be involved in inspecting apartments twice at move-out is just not feasible. It would require additional manpower and ultimately result in increased rental rates. Increased rental rates are not in the best interest of the tenants.

The current law already protects the tenants with a move in and a move out inspection. Most landlords also have an addendum to the lease stating what is required to be done in order to get the deposit refunded. Adding an additional move out inspection days before the scheduled move out offers no benefit. Tenants could do additional damage or create other charges after the initial inspection while moving furniture, etc out of the units and then be surprised at the charges. It could create a free for all for the tenants when moving out, where they would have little or no concern for the property.

I would also like to testify that changing the time of refund from 30 days to 21 days would also require additional manpower. The current 30 day time frame is already difficult to meet when waiting on vendors or sub-contractors for invoices and bids. Shortening that time frame to 21 days will create an enormous hardship to the landlords.

I strongly disagree with the proposal which would require providing invoices as well as itemizing deductions with actual costs of supplies and labor because it is too time consuming. Many of the items we charge for are repeat items such as blinds and drip pans. Based upon our experience, we know how long it takes to hang the average blind or how long it takes to change out drip pans. If we have to itemize these charges and provide copies of receipts, instead of working off a charge list, not

Senate Judiciary

2-8-06

Attachment 8

only will this be too time consuming, but the labor costs will be passed on to the tenants.

Again, most landlords have written policies, which are provided to and agreed to by the tenant prior to move in, stating what the most common damage/cleaning items cost. The tenants know before hand the costs of damage or cleaning and therefore should have an idea of what costs will be and do not have to wait to see what the charges come out to be. Knowing these charges before hand also provides an incentive for the tenant to return the unit in good repair – just as it was when they moved in.

These additional steps will create further time constraints for preparing the apartment for the next tenant; result in increased overhead and operation costs to the Landlord; higher rents; and good tenants paying for the actions of bad tenants.

Thank you for your consideration.

**TESTIMONY OF  
BRANDY L. SUTTON  
TO THE  
SENATE JUDICIARY COMMITTEE ON  
SENATE BILL NO. 380**

February 8, 2006

*Chairman Vratil, and Members of the Senate Judiciary Committee:*

Thank you for the opportunity to present remarks on Senate Bill 380 regarding the Kansas Landlord Tenant Act and Security Deposits.

The Kansas Residential Landlord Tenant Act is modeled upon the Uniform Residential Landlord Tenant Act which has been adopted in numerous states. This act was drafted by the National Conference of Commissioners on Uniform State Laws and adopted in 1975 in Kansas with the goal of balancing the Landlord-Tenant relationship.

Senate Bill 380 seeks to skew what was designed to be a fair and balanced act. The first change is to 58-2548(b) which currently requires that a joint inventory be conducted within five days of move-in. Although there is not a stated penalty for failure to conduct a move-in inventory, the Kansas Court's have held that the absence of an inventory does not preclude damages. However, it shifts the burden of proof to the Landlord to prove that the damages did not exist at the time of move in. Senate Bill 380 would create a mandatory penalty of two months rent for any Landlord who fails to conduct a move in inspection if they withhold any funds whatsoever from a security deposit. If passed without an inventory a Tenant would have no impetuous to keep a unit in good repair. The tenant could virtually destroy the unit and still recover a windfall of two months rent from their landlord.

The next modification is to 58-2548(c ) which seeks to create a new set of duties for the Landlord. These modifications place the Landlord in the position of parenting the Tenant and relieve the Tenant of virtually all responsibility in the contractual relationship. These modifications are poorly drafted and confusing; however, it appears that they seek to create a new "preliminary" move-out inspection where the Landlord is required to notify the tenant of their rights under the Landlord Tenant Act. The Landlord is then required to do a preliminary move-out inspection and advise the Tenant in writing of what should be done to repair any damages created during the tenancy.

Senate Bill 380 would also prohibit a Landlord from earning interest on a deposit "without the earnings benefiting the tenant" . This language leaves a large margin for interpretation and speculation as to what would "benefit" a tenant. One would speculate that this is an attempt to create mini-escrow accounts for each tenant's security deposit. Given that most security deposits are less than \$750.00, this would create an accounting

Senate Judiciary

2-8-06

Attachment 9

nightmare. In addition, there is nothing in the current act which prohibits a tenant from negotiating a “benefit” in their lease agreement.

The next set of changes is to the procedure for returning a security deposit to a tenant. First, it would shorten the time frame from thirty to twenty-one days. Next, it would require the landlord to include invoices for the materials and supplies to the tenant. The inclusion of these invoices is unreasonable for a laundry list of reasons the most striking of which is that most Landlords in an attempt to keep down costs (and ultimately rents) perform a large portion of the work themselves. This would deprive Landlords’ of their “sweat equity”.

While the proponents of Senate Bill 380 have in mind the protection of tenants, one of the unintended consequences will be increased rents. In order to comply with these new provisions, landlords will be forced to use outside labor for repairs and to hire additional staff. Finally there will always be those savvy tenants who are able to use these modifications as a tool to avoid paying damage to a property and to recover a windfall from a Landlord, resulting in the costs of repairs no longer being placed upon the tenant causing the damage but rather passed on to subsequent tenants. This bill may be aimed at helping the tenant, but instead would only cause more problems, additional cost and inconvenience for all those involved.

I respectfully request consider my remarks as you work your way through this issue and reject Senate Bill 380.

Thank you again for your time and consideration.

Brandy L. Sutton  
Pendleton & Sutton, Attorneys at Law, LLC

February 8, 2006

Senate Bill No. 380 – Testimony for Housing & Credit Counseling, Inc.  
Louise Kirkpatrick, Tenant/Landlord Counselor

Housing and Credit Counseling, Inc. (HCCI) has provided Tenant and Landlord counseling and education for over 30 years. HCCI Tenant/Landlord counselors are the only persons in the state of Kansas who specifically assist persons with education and information regarding the residential Landlord and Tenant relationship.

I am appearing today as a neutral speaker. I offer my comments on the proposed changes to the Kansas Residential Landlord and Tenant Act based on my four years experience as a Tenant/ Landlord counselor. I appreciate the hard work of the KU students working for the proposed changes. Clearly, they are attempting to address areas that often impact student populations.

The Kansas Residential Landlord and Tenant Act (KRLTA) has, since its July 1, 1975 introduction, provided a relatively clear and concise framework for residential Landlord/ Tenant relationships

The Act provides basic definitions, limits the areas to which it applies, specifies rights and responsibilities for both tenants and landlords, provides the method for addressing areas of noncompliance and/or terminating a tenancy, provides a process for recovering damages, and includes specific protections.

There are areas in which disputes have occurred; but for the most part, the Act provides a workable tool for residential tenancies in which both the tenants' and landlords' rights and responsibilities are defined and protected.

The proposed changes seek to establish a more exact process and to clarify that process providing more protection to the parties. Based on the clear wording of the Act plus court decisions that have provided guidance, I believe radical changes are not necessary. Perhaps education and enforcement would be more beneficial.

I fear the proposed changes have the potential to cause more confusion without realization of the desired benefits. Proposed procedures could become burdensome and leave either or both parties with very grey areas if verification of actions were to be needed. In some places, value judgments are required; and these may vary from person to person and time to time, leaving areas open to interpretation, preference, or personal opinion instead of being made clearer.

The proposed changes have merit based on their intent and the goal is understandable; however, the KRLTA was written to address the complete residential rental picture. It has been, for the most part, effective in that regard.

I will not discuss each proposed change, but am available to answer questions and to provide clarity regarding what may be unintended consequences produced by the changes.

Senate Judiciary

2-8-06

Attachment 10