

SESSION OF 2006

SUPPLEMENTAL NOTE ON SENATE BILL NO. 380

As Amended by Senate Committee of the Whole

Brief*

SB 380 would amend the Kansas Landlord Tenant Act as follows:

- A landlord would not be allowed to assert a claim against a tenant or the tenant's security deposit unless the landlord completes a initial inventory within five days of occupancy or makes a good faith effort to complete the inventory within this time frame.
- The landlord would be required to notify the tenant of the tenant's option to request a pre-termination inspection and the tenant's right to be present at the inspection. A pre-termination inspection (prior to a final inspection), if requested, shall be made no earlier than 30 days before the termination of the lease. The landlord shall give 48 hours prior written notice of the date and time of the inspection if a time cannot be mutually agreed upon. The purpose of the pre-termination inspection shall be to identify cleaning deficiencies and allow the tenant to remedy these to avoid damages from being deducted from the security deposit. An itemized list of deficiencies must be provided to the tenant.
- The time frame for returning the security deposit to the tenant would be extended from 21 to 30 days after the termination of the tenancy.
- The landlord would be required to submit an itemized statement listing the amount of deductions and the reasons from a tenant's security deposit. If deductions are greater than 5 percent of the security deposit, invoices documenting the actual costs or actual estimates of costs, materials, supplies and labor must be provided. In no case shall a landlord withhold any amount from the security deposit above the amount of actual damages or any amount based off a predetermined list of costs for materials,

*Supplemental notes are prepared by the Legislative Research Department and do not express legislative intent. The supplemental note and fiscal note for this bill may be accessed on the Internet at <http://www.kslegislature.org>

supplies or labor.

- If the landlord fails to comply with the security deposit requirements, the tenant would be allowed to recover two months rent. Current law permits recovery of 1 ½ month's rent.
- If a lease contains an automatic renewal clause or a provision for the automatic extension of the rental agreement the following would be required:
 - The date or clause or provision would not take effect more than 90 days before the termination date.
 - The clause would not be enforceable against the tenant unless the landlord, at least 30 days but not more than 60 days prior to the specified date for the giving of the notice to the landlord, gives to the tenant written notice, calling to the attention of the tenant the existence of the clause or provision.
 - The clause would have to be on a separate page of the rental agreement and the tenant would have to sign the page indicating the tenant has read and understands the clause.

Background

The bill was supported by the University of Kansas Student Legislative Awareness Board. The bill was opposed by a representative of the Associated Landlords of Kansas, an attorney representing landlords, and a property manager. A representative of House and Credit Counseling, Inc. appeared as a neutral party.

The Senate Committee deleted a provision which would have allowed a tenant to recover two months rent against a landlord who fails to complete an inventory and made a claim against the security deposit, extended the time frame for pre-termination inspections from 14 days to 30 days and made other clarifying amendments.

The Senate Committee of the Whole deleted a provision which would have provided that any interest earned on a tenant's security deposit or advanced payment would be required to benefit the tenant.

The bill has no fiscal effect on the state.