

**Ed Jaskinia**  
President



**Gary Olds**  
Vice President (Zone 2)

**James Dunn**  
Vice President (Zone 1)

**Kevin Kimmel**  
Vice President (Zone 3)

The Associated Landlords of Kansas (TALK) was created in 1981 by a group of people from across Kansas to “Promote a strong voice in the legislature, a high standard of ethics, and provide educational opportunities for landlords.” Some of our members helped create The Residential Landlord-Tenant Act of 1975, a model of fair law for both landlords and tenants.

In this 2020 legislative session, we will continue to work for fair and decent housing for all.

**Testimony on H.B. 2600**

When selling a home using a Contract For Deed, the Seller is agreeing to exchange the Deed to a piece of real estate in exchange for a contract to pay. As in any contractual agreement, it can be as simple or as detailed as the parties wish.

Those details are worked out and agreed to by the parties involved, and if there are no criminal activities involved, it is, and should always remain, a private document between them.

Thus the need for the Affidavit of Equitable Interest. It maintains the privacy of the agreement, but gives the Buyer the peace of mind that the world has been informed of their ownership interest in the property.

Therefore, it is in the BUYERS best interest to record the Affidavit, not the Sellers.

Secondly, the Bill states that if the Seller does not record with the Register of Deeds within ten (10) days of the “execution of such contract,” then the Contract For Deed “shall be deemed void and unenforceable.”

So the Buyer would lose their ownership interest in the property, and have possibly no recourse in which to be reimbursed for their down payment (typically thousands of dollars in sales such as this), and any of the other expenses they may have incurred in the process.

I am aware that the original intent of the author of this proposed Bill was to protect the Buyer.

However, this does the exact opposite.

Therefore, we stand in opposition to this Bill, and will offer to work with the author to try to find a way next year to achieve his goals.

If we can be of help to you in any area concerning property rights, tenants, or landlords, please feel free to contact us at your convenience.

**Ed Jaskinia, President**  
Ed@kansaslandlords.com  
(913) 207-0567

**Zone 1**

Landlords of Lawrence Inc.  
Landlords of Johnson County, Ks Inc.  
K.C.KS. Landlords Inc., Wyandotte Co.  
Eastern Kansas Landlords Assoc., Miami Co.  
Franklin Co. Landlords Assoc.  
Osage Co. Landlords Assoc.

**Zone 2**

Labette Co. Landlords Assoc.  
Geary County Landlords Inc.  
Shawnee Co. Landlords Assoc.  
Salina Rental Property Providers Inc.  
South Central Kansas Landlord Assoc.  
Serving Sumner and Reno Counties

**Zone 3**

Central Kansas Landlords Assoc.  
Bourbon County Landlords Assoc.  
Cherokee County Landlords Assoc.  
Crawford County Landlords Assoc.  
Montgomery County Landlords Assoc.  
Rental Owner Inc., serving Sedgwick County