

**58-2543. Definitions.** As used in this act: (a) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.

(b) "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

(c) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household; but such term shall not include real property used to accommodate a manufactured home or mobile home, unless such manufactured home or mobile home is rented or leased by the landlord.

(d) "Good faith" means honesty in fact in the conduct of the transaction concerned.

(e) "Landlord" means the owner, lessor or sublessor of the dwelling unit, or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by K.S.A. 58-2551 and amendments thereto.

(f) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

(g) "Owner" means one or more persons, jointly or severally, in whom is vested: (1) All or part of the legal title to property; or (2) all or part of the beneficial ownership and a right to prevent use and enjoyment of the premises; and such term includes a mortgagee in possession.

(h) "Person" includes an individual or organization.

(i) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant.

(j) "Rent" means all payments to be made to the landlord under the rental agreement, other than the security deposit.

(k) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under K.S.A. 58-2556 and amendments thereto, embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premise.

(l) "Roomer" means a person occupying a dwelling unit that lacks a major bathroom and kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. As used herein, a major bathroom facility means a toilet, and either a bath or shower, and a major kitchen facility means a refrigerator, stove and sink.

(m) "Security deposit" means any sum of money specified in a rental agreement, however denominated, to be deposited with a landlord by a tenant as a condition precedent to the occupancy of a dwelling unit, which sum of money, or any part thereof, may be forfeited by the tenant under the terms of the rental agreement upon the occurrence or breach of conditions specified therein.

(n) "Single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

(o) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

**History:** L. 1975, ch. 290, § 4; L. 1991, ch. 33, § 33; July 1.