58-25,117. Material noncompliance by landlord; notice; termination of rental agreement; limitations; remedies; security deposit. (a) Except as provided in this act, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with K.S.A. 58-25,111 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice. The rental agreement shall terminate and the mobile home space shall be vacated as provided in the notice, subject to the following:

(1)   If the breach is remediable by repairs or the payment of damages or otherwise and the landlord initiates a good faith effort to remedy the breach within 14 days after receipt of the notice, the rental agreement shall not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the tenant may deliver a written notice to the landlord specifically describing the breach and stating that the rental agreement shall terminate upon a date not less than 30 days after the receipt of such notice by the landlord. The rental agreement then shall terminate as provided in such notice.

(2)   The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or other person in the mobile home park with the tenant's consent.

(b)   Except as provided in this act, the tenant may recover damages, and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or with K.S.A. 58-25,111.

(c)   The remedy provided in subsection (b) is in addition to any right of the tenant arising under subsection (a).

(d)   If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-25,108.

History: L. 1992, ch. 306, § 19; July 1.