## **HOUSE BILL No. 2610**

By Committee on Judiciary

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AN ACT concerning landlords and tenants; relating to the residential landlord and tenant act; relating to termination of rental agreements; amending K.S.A. 58-2564 and repealing the existing section.

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

New Section 1. (a) If a tenant has created or maintained a threat constituting a clear and present danger to the health or safety of other tenants, the landlord, the landlord's employee or agent or other persons on or within 1,000 feet of the landlord's property, the landlord may deliver a written notice to the tenant specifying the acts causing the clear and present danger, and that the rental agreement will terminate upon a date not less than three days after receipt of the notice. Such notice shall state the provisions of subsection (c), including the exemption provisions available to the tenant.

- (b) A clear and present danger to the health or safety of other tenants, the landlord, the landlord's employee or agent or other persons on or within 1,000 feet of the landlord's property includes, but is not limited to, the following activities when committed by the tenant or any person on the premises with the consent of the tenant:
  - (1) Assault or the threat of assault;
- (2) unlawful use of a firearm or other weapon, or the threat of unlawful use of a firearm or other weapon; and
- (3) possession of a controlled substance, unless such controlled substance was obtained directly from or pursuant to a valid prescription or order by a person licensed to practice medicine, except this paragraph shall apply to the tenant and any other person on the premises with the consent of the tenant if the tenant knew of the possession of the controlled substance by such other person.
- (c) (1) The provisions of this section shall not apply to a tenant if the activities causing the clear and present danger are conducted by a person on the premises other than the tenant, and the tenant takes at least one of the following measures against the person conducting such activities:
- (A) The tenant seeks a protection from abuse order issued pursuant to K.S.A. 60-3105, 60-3106 or 60-3107, and amendments thereto, or a restraining order issued pursuant to K.S.A. 2017 Supp. 23-2707, 38-2243, 38-2244 or 38-2255, and amendments thereto, or other similar relief;

HB 2610 2

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(B) the tenant reports the activities causing the clear and present danger to a law enforcement agency or the district or county attorney so as to initiate a criminal action against the person conducting such activities; or

- (C) the tenant writes a letter to the person conducting the activities causing the clear and present danger, directing such person not to return to the premises and that a return to the premises may result in trespass or other legal action against such person. The tenant shall send a copy of the letter to a law enforcement agency with jurisdiction over the premises.
- (2) If the tenant has taken measures described in paragraph (1)(C) without taking either of the measures described in paragraph (1)(A) or (1) (B) or filing a complaint or other legal action against the person to whom the letter was sent, and such person conducts further activities causing a clear and present danger, then the provisions of this subsection shall not apply to the tenant, unless the tenant takes measures described in paragraph (1)(A) or (1)(B).
- (3) The tenant shall provide to the landlord written proof of any of the measures described in paragraph (1) taken by the tenant against the person conducting activities causing a clear and present danger. Failure of the tenant to provide such written proof prior to the filing of any action by the landlord arising from the termination of a rental agreement under this section shall bar such tenant from claiming any exemption under this subsection.
- (d) The provisions of this section shall be part of and supplemental to the residential landlord and tenant act.
- Sec. 2. K.S.A. 58-2564 is hereby amended to read as follows: 58-2564. (a) Except as otherwise provided in the residential landlord and tenant act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with K.S.A. 58-2555, and amendments thereto, materially affecting health and safety, the landlord may deliver a written notice to the tenant 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, if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice regardless of the periodic rent-paying date, except that if the breach is remediable by repairs or the payment of damages or otherwise, and the tenant adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. However, in the event that such breach or a similar breach occurs after the 14-day period provided in this subsection, the landlord may deliver a written notice to the tenant that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice without providing the opportunity to remedy the breach. The rental

HB 2610 3

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agreement then shall terminate as provided in such notice regardless of the periodic rent-paying date.

- (b) The landlord may terminate the rental agreement if rent is unpaid when due and the tenant fails to pay rent within three days, after written notice by the landlord of nonpayment and such landlord's intention to terminate the rental agreement if the rent is not paid within such three-day period. The three-day notice period provided for in this subsection shall be computed as three consecutive 24-hour periods. When such notice is served on the tenant or to some person over 12 years of age residing on the premises, or by posting a copy of the notice in a conspicuous place thereon, the three-day period shall commence at the time of delivery or posting. When such notice is delivered by mailing, an additional two days from the date of mailing should be allowed for the tenant to pay such tenant's rent and thereby avoid having the rental agreement terminated.
- (c) Except as otherwise provided in the residential landlord and tenant act, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or K.S.A. 58-2555, and amendments thereto.
- 19 (d) The provisions of this section shall not limit a landlord's or 20 tenant's right to terminate the rental agreement pursuant to K.S.A. 58-2570 *or section 1*, and amendments thereto.
- 22 Sec. 3. K.S.A. 58-2564 is hereby repealed.
- Sec. 4. This act shall take effect and be in force from and after its publication in the statute book.