

TESTIMONY ON SB 150

BEFORE THE HOUSE JUDICIARY COMMITTEE

3/19/2019

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My name is Patrick DeLapp, I am from Topeka. I am neutral on this bill but could support it will some changes and questions answered.

1. -The Bill originally said Page(2), line 25, that the owner/management may impose a reasonable termination fee...; The amended version now say "**not to exceed 1 month's rent**"

My lease's have a premature termination clause. Which say that proper notice is given and pay an additional two month's rent at the normal rate. If used the lease then is completed, because it was in the lease. So they are not breaking the lease, just using one of the options written into the lease.

That 2 months' rent only represents 16.6% of the value of the lease. Certainly, that's a reasonable amount. After all, when one goes out to restaurant, Tips in America are expected. Typically, that's 18-20% of the bill.

In the current bill one month's rent is equivalent to only an 8%. If that was left as a tip, 8%, where one is expected at any restaurant you would be called, maybe not to your face, but a cheapskate.

For the time and effort it takes to re-rent units, this is a very fair amount. Having only 1 month's rent being paid and the lease is voided/forgiven, makes the landlord the victim too.

WHAT DOES IS COST TO RENT OUT A HOUSE?

: A full month ad in the paper cost close to \$300

: Time and money spent showing the house. As a rule of thumb:

-For every 5 calls received, 1 person will want to see the house.

-For every 5 people that see the house, only 1 will return the application (everyone is offered an application to fill out or take with them)

-For every 5 applications received back, only 1 out 5 qualify.

National figures put the cost of re-renting the house at \$700- to \$1400. (This includes vacancy loss, clean-up, time showing the house, and sometimes fix-up if damaged. One wants the house, to "pop", being attractive and nice looking)

2. What will happen, if after 2 weeks a month maybe, the former, couple, decides to make up and then they are back together again? The lease, under this bill, has already been canceled. Who is now made an additional victim?

Let's change it to, **not to exceed two month's rent**, or back to **Reasonable termination Fee**.

Patrick DeLapp

My name is Deepal Patel. I am a female pastry chef, scientist, small business owner and survivor of domestic violence. A violent attack by my husband on Monday, November 5, 2018 left me terrified, in danger and unsheltered. I was homeless. Unable to remain in my home – the scene of my attack, I took refuge in a motel. Having quit my job just months before to start my new business, I had limited time and funds to find a new place, a safe place. Almost daily, I called and visited my landlord to discuss my “options” to find a home. I expected help because I had been a model tenant. I paid rent in full, on time, every month without complaint. My landlord, despite being presented with video footage from another tenant of the attack, an order of protection from the county court, and several requests from the local police department, gave me choices that were not options at all.

First, I could stay in the home where I was not safe. Where I had been attacked. Where I could see the visible physical evidence of the attacks and relive the event. Where I would relive the trauma. I would pay the rent I was paying alone now and live with the fear that my abuser had knowledge of my life, schedule and access to the home.

The second option was for me to pay a \$300 dollar transfer fee and an additional \$500/month to move to a replica of my apartment within the same complex. In this case, I would be responsible for the new and old lease, paying for both their rents and bills. Alternatively, if I agreed to allow my husband to live at the old home he would bear the responsibility of the old lease. I was being extorted. He would easily identify my home using the knowledge of my schedule and by identifying my vehicle.

The third option presented to me was to buy out the lease. Continue paying rent for 30 days. Then, provide 2 months of rent to void the lease as well as any more rent that would accumulate as a result of my husband delaying to sign the lease release agreement. He took full advantage of the opportunity he had to control me and delayed signing the lease into mid-December.

None of these were real options. None of the options were safe nor were they affordable. Worst of all they gave my abuser power and control to continue victimizing me when I was fighting to get away. They gave him the same power to control over where I lived, the little money I had and the control to remain within proximity of me just as he had during our marriage.

Victims of domestic violence, like myself, seek desperately to be safe in their home, free of their abuser. My apartment community and my landlord betrayed me, and I was denied my safety long after my attack. Passing this bill could save lives, provide safety and shelter to women who are brave enough to leave.