

58-25,125. Certain retaliatory actions by landlord prohibited, remedies; increased rent, when; action for possession, when. (a) Except as provided in this section, a landlord shall not retaliate by increasing rent or decreasing services or by failing to renew a rental agreement after any of the following:

(1) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the mobile home park materially affecting health and safety;

(2) the tenant has complained to the landlord of a violation under K.S.A. 58-25,111; or

(3) the tenant has organized or become a member of a tenant's union or similar organization.

(b) If the landlord acts in violation of subsection (a), the tenant is entitled to the remedies provided in K.S.A. 58-25,119 and has a defense in an action for possession.

(c) Notwithstanding the provisions of subsection (a), the landlord may increase the rent of a tenant even though the tenant has complained of a violation as described in clause (1) or (2) of subsection (a) or has organized or become a member of an organization as described in clause (3) of subsection (a), if such rent increase does not conflict with a lease agreement in effect and is made in good faith to compensate the landlord for expenses incurred as a result of acts of God, public utility service rate increases, property tax increases or other increases in costs of operations.

(d) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if either of the following occurs:

(1) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person upon the premises with the tenant's consent.

(2) The tenant is in default of rent three days after rent is due. The maintenance of the action does not release the landlord from liability under subsection (b) of K.S.A. 58-25,117.

History: L. 1992, ch. 306, § 27; July 1.