



UNDERSTANDING YOUR RENTAL RESPONSIBILITIES IN KANSAS



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February 22, 2006

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The information in this document is not by any means a complete representation of regulations or policies with regard to renting a dwelling unit in Kansas. This document will be revised and updated as rules and regulations for renting a dwelling in Kansas change.

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Types of Rental Housing (continued)

Tax Credit/Section 42 Housing

The Section 42/Tax Credit Program is a housing program for individuals and families making moderate or lower incomes. The program was created by Congress in 1986 as part of the Tax Reform Act and it is administered in accordance with rules set by the IRS. The benefits to residents living in such housing include apartments that are newly constructed or substantially renovated, with rents lower than the market rate. This program is not a subsidized housing program or Section 8. Each resident is responsible for the full amount of rent each month. The rental amount is not based on one's individual income, rather it is based on the pre-set limits for an area. To qualify for a Section 42 property you must have income at or below the guidelines for your area. These income guidelines can be located at http://www.kshousingcorp.org/display/files/HTC_2005.pdf. Currently there are over 400 Tax Credit properties in the State of Kansas.

What does Tax Credit/Section 42 say about criminal backgrounds and eligibility?

- A landlord can set the screening criteria for tenancy as long as s/he does not violate fair housing. **This means that the landlord has the ability to screen out people with felony convictions.**

Market or Traditional Housing

These are properties operated by private landlords that receive no federal or state assistance with rents or tax credits.

What does Traditional Housing say about criminal backgrounds and eligibility?

- A landlord can set the screening criteria for tenancy as long as s/he does not violate fair housing. **This means that the landlord has the ability to screen out people with felony convictions.**

For more information regarding any of these programs please visit <http://www.kshousingcorp.org/>.



Types of Rental Housing (continued)

Subsidized Housing (continued)

What does HUD say about criminal backgrounds and eligibility?

HUD requires owners to deny admission to Federally-assisted housing if:

- Any household member has been evicted from Federally-assisted housing for drug-related criminal activity, for three years from the date of eviction. If the evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program or circumstances leading to the eviction no longer exist, then the owner may, but is not required to, admit the household.
- Any household member is currently engaging in illegal drug use.
- The owner determines that there is reasonable cause to believe that a household member's illegal use or a pattern of illegal use of a drug may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. (Examples of evidence of illegal activities may include conviction record, former landlord references, etc.)
- Any member of the household is a lifetime registered sex offender.
- The owner determines that there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamines on the premises of federally-assisted housing.

What does this mean to you?

- If you are a lifetime registered sex offender or convicted of the manufacture or production of methamphetamines on the premises of federally-assisted housing, then you are not eligible for HUD subsidized housing. A landlord can set the screening criteria for tenancy as long as s/he does not violate fair housing. ***This means that the landlord has the ability to screen out people with felony convictions.***



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Training Objective

The training is specifically designed to help offenders understand tenant responsibilities for renting a dwelling in Kansas.

Aim of the Booklet

- Provide a basic understanding of eligibility requirements for housing.
- Provide a basic understanding of the landlord's obligations and the tenant's obligations.
- Provide information to help one become a more successful renter.

Things to Remember

- ! If it isn't in writing it, didn't happen.
- ! As a tenant you are responsible not only for your actions, but also for the actions of your guests.
- ! Always read and make sure you understand anything that you sign.
- ! Get a copy of everything you sign.

Types of Rental Housing

Subsidized Housing

There are two types of subsidized housing: Project-Based and Tenant-Based Section 8.

Project-Based Section 8 is operated by private landlords and, sometimes, Public Housing Authorities (PHA). These landlords have a contract with HUD for rental assistance (commonly referred to as subsidy) paid to the property for a particular unit. The subsidy stays with the unit and not the tenant. The tenant's portion of the rent is 30% of his or her gross income. There are over 200 project-based Section 8 housing properties in the State of Kansas.

Tenant-Based Section 8 is operated by PHAs that issue vouchers to the tenant. The tenant then chooses the property where s/he wants to live. The subsidy stays with the tenant and not the unit. The tenant's portion of the rent is 30% of his or her gross income.



3-Day Notice for Non-Payment of Rent

What does a 3-Day notice mean to you?

You must pay your rent in 3 days from the date of this notice or the eviction process will begin. Rent is usually due on the 1st of the month and it is typically late by the 3rd or the 5th of the month. Your lease will define these terms for you.

Delivery of Notices

A Landlord can deliver notices by:

- Hand delivery to a resident over 12 years of age
- Leaving it at the apartment door
- Mail

Abandonment

What is abandonment?

It is when a tenant does not give notice to the landlord and is absent for a long period of time, the tenant is 10 days delinquent in rent, and a substantial portion of belongings are removed from the apartment.

Evictions

An eviction involves written notice from the landlord and court action. Only a court can evict.

Unlawful Removal/Self-Help Evictions

It is illegal for the landlord to lock you out of your apartment, remove or deprive you of your personal property, interfere with services or utilities, and/or make threats or use force.

Moving-Out

When you are moving out of a unit you need to:

- Give 30 days notice
- Clean the apartment
- Turn in your keys
- Return the apartment to its original condition
- Complete a move-out inspection with the landlord

Once you move-out of the apartment the landlord must:

- Provide written notice if s/he intends to keep any of the security deposit and/or return the balance of the security deposit within thirty (30) days after termination of the tenancy.
- Send your remaining security deposit to your last known address.



The **Kansas Residential Landlord and Tenant Act (KRLTA)** is what governs the leasing of a dwelling in the State of Kansas. This document can be downloaded at www.kshousingcorp.org or www.hcci-ks.org.

Application

Anyone looking for an apartment should have to fill out an application. An application fee may be charged; it will not be refunded, even if the application is denied. Applicants for subsidized housing (Section 8 and Public Housing) are not charged an application fee.

Eligibility

Applications will be checked for the tenant's eligibility. Things that can be checked include:

- Credit
- Previous Landlord verification(s)
- Employment/Income
- Criminal Background

If the tenant is rejected s/he can request a review of the application rejection.

Credit and Housing

How do I establish credit?

You need a steady work record and continued residence at the same address. If you do not have a checking account, open one and be careful not to bounce checks.

You may want to apply for credit at a local department store or credit union. You might also consider a secured credit card, which requires you to deposit money as security for the charges you make on the card.

Where can I get a copy of my credit report?

You are entitled to one copy per year from each of the major credit reporting companies (Experian, TransUnion, and Equifax).



Credit and Housing (continued)

Where can I get a copy of my credit report?

Online

AnnualCreditReport.com is a central site that allows you to request a free credit report, once every 12 months from each of the nationwide consumer credit reporting companies.

By Phone

Call toll free 1-877-322-8228 to request your credit reports by phone. You will go through a simple verification process over the phone. Your report will be mailed to you.

By Mail

You can request your credit report by mail by filling out the request form located on the internet at AnnualCreditReport.com and mailing it to:

Annual Credit Report Request Service
PO Box 105281
Atlanta, GA 30348-5281

Cleaning Up Your Credit...

Can I fix my credit report or clean it up?

No. If negative comments on your credit report are correct, they can remain in your file for up to seven years—except for bankruptcy, which can remain for up to 10 years. There are no easy fixes. Despite the companies who promise it, good credit must be earned. However, it is important to start making payments to better your credit score and show landlords that you are attempting to clean up your credit.

You have the right to dispute inaccurate information on your credit report. You can send in your dispute by mail or online to each of the three credit reporting agencies.



14/30 Day Notice of Lease Violation

What does a 14/30 Day Notice mean to you?

You need to correct the reason for the notice within 14 days or move out in 30 days from the date of this notice. If you fail to do either, the eviction process will begin.

Reasons why you might get this notice:

- Loud noises in/around the apartment
- People banned from the property in your apartment
- Behavior that gets in the way of peaceful enjoyment of another tenant
- Someone living with you that is not on the lease
- Having a pet without management approval
- Not keeping the apartment clean
- Destroying or damaging property
- Water, electric, or other utilities shut off or not maintained in your name
- Altering the property without approval of the landlord
- Subletting the unit without landlord approval
- Not allowing the landlord into your apartment when reasonable notice is given

⇒ Industry standard for reasonable notice is 24 hours, except in the case of an emergency.

Note: If you are given a 14/30 Day Notice and correct the issue in 14 days, but do the same thing again over the course of the next 6 months, then the landlord can serve you with a 30 Day Notice when the second incident occurs.

30-Day Notice of Lease Termination

What does a 30-Day Notice mean to you?

The reason for this notice is not correctable. You will need to move out in 30 days or the eviction process will begin.

Reasons why you might get this notice:

- Sale or use of drugs by you or someone in your apartment
- Other criminal activity
- Violation of a condition of your probation or parole
- Lease violations that are not correctable by you



Move-In

It is recommended that before you sign the lease you should do a move-in inspection with the landlord or representative.

The *KRLTA 58-2548* states that the landlord must complete a joint move-in inspection within 5 days (before or after) the move-in date.

Tenant Responsibilities

The *KRLTA 58-2555* states that the duties of the tenant are:

- Complying with rules that make sure the apartment meets all building and housing codes
- Keeping a clean unit
- Dumping trash in a clean and safe manner
- Keeping all plumbing fixtures as clean as their condition permits
- Using all electricity, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in a reasonable manner
- Paying for or repairing any destruction, defacement, damage, impairment or removal of any part of the premises caused by you, your guests, or pets
- Respecting the right of other tenants to enjoy the property

Landlord Responsibilities

The *KRLTA 58-2555* states that the duties of the landlord are:

- Ensuring the dwelling meets all building and housing codes
- Maintaining the common areas
- Maintaining all electrical, plumbing, sanitary, heating, ventilating and air-conditioning appliances
- Maintaining the exterior of the property, including the removal of garbage
- Supplying running water and reasonable amounts of hot water at all times



Credit and Housing (continued)

Cleaning Up Your Credit... (Continued)

Here is the information that you will need when reporting a credit dispute:

- Name
- Social Security Number
- Date of Birth
- Home Phone Number
- Current Address
- Employer's Name
- Name of the Company you have the dispute with
- Account number of the disputed item
- Reason for the Dispute
- Any corrections to your personal information

Fair Debt Collection Practices Act (FDCPA)

The FDCPA was enacted in 1996 to protect individuals from all debt collectors.

The purpose of the FDCPA is to:

- Eliminate abusive debt collection practices by debt collectors.
- Ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged.
- Promote consistent state action to protect consumers against debt collection abuses.

Security Deposits

The *KRLTA 58-2550* allows for landlords to collect a security deposit. The landlord can collect:

- One (1) month's rent for an unfurnished apartment
- One and one-half (1 ½) month's rent for a furnished apartment

Pets

Landlords have the right to allow or not to allow pets. The landlord can charge one-half (½) of one month's rent for a pet deposit.



Documents and Records

The landlord has the right to request the following information during the time of application:

Income Verifications

- Paycheck Stubs
- W-2 Forms
- Income Tax Returns
- Wage Tax Receipts
- Pension and Annuities
- Social Security/SSI
- Unemployment Compensation
- Welfare/Public Assistance
- Worker's Compensation
- Alimony
- Child Support
- Education Scholarship/Stipend
- Trade Union Benefits

Asset Information

- Bank Statements
- Stock/Bond Certificates
- Mortgage Note

Records of Family Members

- Birth Certificates
- Social Security Cards
- Statement of Disability
- Adoption Papers

Note: Managers of Section 8, Public Housing, and Section 42—Tax Credit Properties are required to obtain these documents on or before move-in to verify income and family composition.



Housing Discrimination

The Fair Housing Acts stop landlords from discriminating against the following classes:

- Race
- Religion
- Ethnic Background and National Origin
- Sex
- Familial Status
- Mental or Physical Disability

Leases

Below is a list of things that the lease should contain:

- Name of each household member
- Address of the apartment
- Name, address, and telephone number of the landlord or landlord's representative
- A description of the apartment
- Amount of rent
- Late fees
- Lease terms
- Rent due date
- Renewal Options
- Security deposit amount
- Return of deposit after the lease terminates
- Utilities the tenant is responsible for
- Appliances included in the rent
- Tenant's responsibilities for maintenance and conduct
- Landlord's responsibilities for maintenance
- Parking
- Keys and locks
- Pets (if allowed)
- Conditions for painting, hanging pictures, and other decorating