

What if the landlord won't take my money?

The rent is "paid" when you put it in the mailbox, stamped and addressed to the landlord. You can also put it in a landlord's dropbox but NOT in their mailbox. Only mail delivered by the US Post Office can go in the mailbox.

Take a photo of the check with the date showing AND a photo of yourself putting the rent in the drop box. Have the camera put a date on both pictures if possible.

You can also get a money order and make sure the date is on it and keep the date receipt. You will still need the picture showing you mailed it to the landlord within the 3 days (24 hour periods).



What if I left personal property behind when I was evicted?

If you left things behind, the landlord can take your belongings, place it in a storage unit at your cost, sell it, or get rid of your property 30 days after the landlord takes possession.

Within 15 days, the landlord must publish notice in the newspaper that states your name, a description of the property, and the date the landlord plans to get rid of the property.

Then, after it is published in the newspaper, the landlord must mail a copy of the notice to your last known address. Overall you have 30 days to claim your property, but you will have to pay for any costs the landlord had to pay on your behalf.

This pamphlet is based on Kansas law and is published to provide general public information, not specific legal advice. The facts involved in a specific case determine the application of the law.

Additional Resources

(You must meet financial and other guidelines)

Elder Law Hotline • (888) 353-5337

Kansans age 60 and older can call the Kansas Elder Law Hotline, a service provided by Kansas Legal Services Inc. There is no income eligibility for callers to participate in this program. The hotline provides Kansas senior citizens access to an attorney willing to advise them about legal issues and may also refer them to other resources for additional assistance.

Kansas Legal Services • (800) 723-6953

Please visit kansaslegalservices.org/gethelp for a complete list of services.

Lawyer Referral Service • (800) 928-3111

Contact the Kansas Bar Association (KBA) Lawyer Referral Service for the name and contact information of a lawyer with experience in a particular area.

KANAsk-a-Lawyer • (800) 928-3111 • ksbar.org/LRS

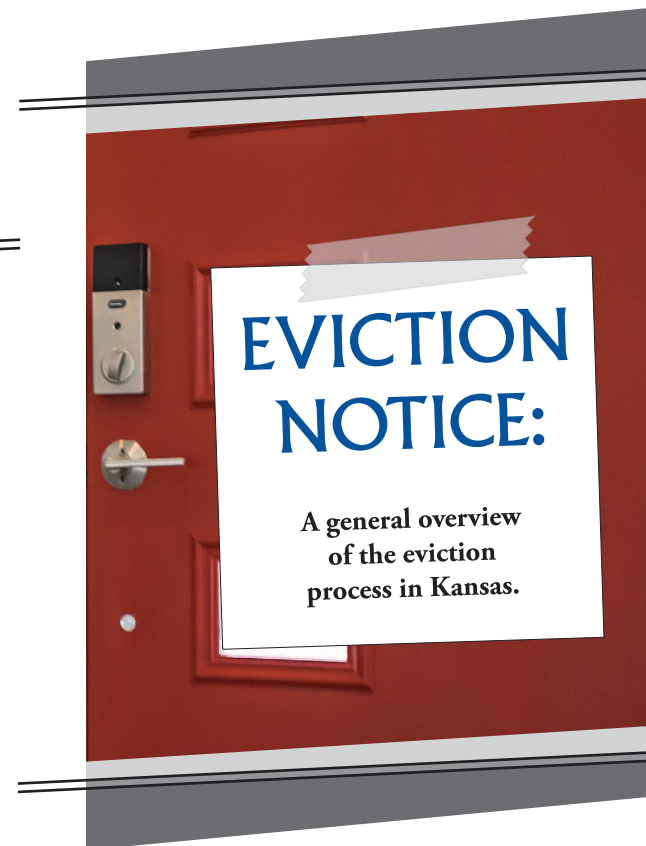
Ask-a-Lawyer will connect you with an attorney who can offer immediate legal advice about your legal problem, for a modest per minute fee, billed to your Visa, MasterCard, Discover, or American Express.

Pamphlets • (785) 234-5696 • ksbar.org/pamphlets

As a public service of the KBA and the lawyers in your community, pamphlets are available in limited quantities.



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Can my landlord do that?

What happens if I didn't follow the lease?

I fixed the problem with my lease, now what?

What if my landlord starts a legal action?

What if my landlord won't take my money?

What if I left my property behind when I was evicted?

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How does eviction work?

An eviction is the legal process of removing a tenant from their rental property.

Can my landlord do that?

A landlord CANNOT evict you by shutting off utilities, or by changing the locks. If this happens, you might be able to sue your landlord in small claims court and get up to one and one-half (1- ½) month's rent.

A landlord CAN evict you by giving you 3 days notice to leave the property. This could be for not paying rent or staying after your lease ends. If you do not leave or pay the rent within 3 days, the landlord will start the eviction lawsuit.

What happens if I didn't follow the lease?

For material noncompliance with the lease agreement (violating a section of the lease agreement for having pets or other people living with you) other than not paying rent: The landlord must serve you with a Kansas eviction notice of 14 days for you to comply with the part of the lease that has been violated. It must state that the lease will end 14 days after service unless the issue is fixed. If you do not fix the issue, you must vacate within the following 30 days or legal action will begin.



I fixed the problem with my lease, now what?

If you “fix” the problem, send the landlord a letter stating how you fixed the problem. (For example, if it is a pet, send a letter saying that you removed the pet from the property.) If you have gotten one notice to fix a problem and another lease violation occurs, you don't get a second notice. This applies even if you fixed the first problem.

What if my landlord starts a legal action?

You will receive a petition that states why you are being evicted and the amount of rent you owe, if any. You may receive this by mail, by the Sheriff, or taped to your front door.

The front page will be a *Summons*, saying when you should go to Court. The second page will be a *Petition*, saying the things the landlord believes are true and what the landlord wants in terms of money and possession of the residence.

The *Summons* will have a Court hearing time and date, where you must show up to Court. This court date will happen within 14 days after you get the *Petition*.

If you do not go to court on this first date, the landlord automatically wins (called default) and gets whatever they asked for in the papers, both the money owed and possession of the property.

If you disagree with what the petition says (either in terms of money or possession of the property) you should go to the first court hearing. You can file an answer before the trial.

In the answer (response to the eviction) you should state the facts that support you and any defenses you have against the landlord's claims. This may look like:

- The landlord accepted some rent, so you don't owe the whole amount;
- The unit was not livable (must have proof of this, like a housing inspection and notice to the landlord and you can't have been living there);
- The landlord failed to fix an unsafe or unsanitary condition despite written notice from you and a 14 day chance to fix the problem; or
- You were evicted because of your religion, gender, or disability.

A date for an eviction trial will be set by the Court at the first Court hearing, usually no later than 8 days after the first court hearing. Both sides will present their cases, but the landlord must prove that you either failed to pay the rent owed or did not fix the lease violation.

If the landlord wins, the court will issue a judgment of possession for the landlord, and you will be given a certain time to move out. This could be as little as 24 hours to move out.