

58-2559. Material noncompliance by landlord; notice; termination of rental agreement; limitations; remedies; security deposit. (a) Except as otherwise provided in this act, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with K.S.A. 58-2553 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a periodic rent-paying date not less than thirty (30) days after receipt of the notice. The rental agreement shall terminate as provided in the notice, subject to the following:

(1) If the breach is remediable by repairs or the payment of damages or otherwise, and the landlord adequately initiates a good faith effort to remedy the breach within fourteen (14) days after receipt of the notice, the rental agreement shall not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the tenant may deliver a written notice to the landlord specifically describing the breach and stating that the rental agreement shall terminate upon a periodic rent-paying date not less than thirty (30) days after the receipt of such notice by the landlord. The rental agreement then shall terminate as provided in such notice.

(2) The tenant may not terminate for a condition caused by an act or omission of, or which is or can be properly attributable or applicable to, the tenant or any person or animal or pet on the premises at any time with the tenant's express or implied permission or consent.

(b) Except as otherwise provided in this act, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or K.S.A. 58-2553. The remedy provided in this subsection shall be in addition to any right of the tenant arising under subsection (a) of this section.

(c) If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-2550.

(d) The provisions of this section shall not limit a landlord's or tenant's right to terminate the rental agreement pursuant to K.S.A. 58-2570, and amendments thereto.

History: L. 1975, ch. 290, § 20; L. 1978, ch. 218, § 2; L. 1978, ch. 217, § 2; July 1.