

58-2550. Security deposits; amounts; retention; return; damages for noncompliance. (a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed 1 1/2 months' rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed 1/2 of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within 14 days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed 30 days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within 30 days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to 1 1/2 the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

History: L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1; July 1.