

58-25,120. Material noncompliance by tenant; notice; termination of rental agreement; limitations; nonpayment of rent; remedies. (a) Except as provided in this act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with K.S.A. 58-25,113 materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice, except that, if the breach is remediable by repair or the payment of damages or otherwise, and the tenant initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the landlord may deliver a written notice to the tenant that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice without providing the opportunity to remedy the breach. The rental agreement then shall terminate as provided in such notice.

(b) If rent is unpaid when due and the tenant fails to pay rent within three days after written notice by the landlord of nonpayment and of the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement.

(c) Except as otherwise provided in this act, the landlord may recover damages and obtain injunctive relief for any material noncompliance by the tenant with the rental agreement or with K.S.A. 58-25,113.

History: L. 1992, ch. 306, § 22; July 1.