



Housing and Credit Counseling Inc

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Landlord Form Packet

Instructions for use of forms

1. These forms are only samples. They may be used and fill-in forms or you may hand-write or type them on your own paper.
2. Always sign and date your letters.
3. Always make a copy; send the original to the other person and keep the copy for your records. Note on your copy how, when, and to whom it is delivered.
4. When you write your letter, wherever the form has blank lines or boxes to check, you should fill in or choose the appropriate information.
5. Wherever the form offers a choice between two words (for example: I/we, me/us, my/our) choose the word that is right for your situation and use only that word in your letter.
6. Kansas law does not require notices such as these to be notarized.
7. Kansas law allows for notices to be hand-delivered to someone over 12 years of age who lives at the address, to be posted at the property, or to be mailed.

It is usually adequate to send your letters by regular mail or to deliver to the door. However, if you think you might have problems, sending your letter certified or registered mail, return receipt requested, or delivering to or posting on a door, taking a witness along might be a good idea so you can DOCUMENT that the notice was delivered on time. Have the witness sign or initial and date your copy of the letter or notice.

Please Note: HCCI forms are copyrighted, as are most of our publications. We give our permission for you to copy these forms as needed, but only for your use as a landlord to your tenant/s.

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HCCI counselors are not attorneys and do not provide legal advice.
HCCI forms provide a format which may be followed when drafting notices. Forms are created in accordance with Kansas law.

14/30 Day Notice of Tenant Noncompliance

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2564

To: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

From: (Landlord) _____
Street Address: _____
City/State/Zip: _____

You are in serious noncompliance with our rental agreement and/or your legal responsibilities as a Tenant. The following conditions, which have an effect on health and safety, exist and/or the following act(s) has/have occurred at the premises:

The violation(s) listed above constitute cause for termination of the rental agreement. The rental agreement will terminate 30 days from the receipt of this notice. You must vacate the premises on or before _____ **UNLESS within 14 days you remedy or begin a "good faith" effort to remedy the violation(s).**

The violation(s) **can** be remedied. Suggested action to remedy: _____

Within 14 days, Tenant must provide Landlord verification that Tenant has remedied or has adequately initiated a good faith effort to remedy the violation(s).

The violation(s) **cannot** be remedied. **You must vacate the premises by the date listed above.** See explanation below:

This is the second notice for the same or similar violation. A 14 day opportunity to remedy the violation(s) is no longer available. Supporting statements: _____

There is no remedy for this violation. There is no good faith effort that can be adequately initiated to remedy this violation. (**Caution: this option should be utilized only in extreme situations for which there is no reasonable action that can be taken to redeem the tenancy.**) Supporting statements: _____

Additional supporting documentation is attached.

If you do not remedy the problem, verify efforts you have made to remedy the problem, or vacate as noted above; an eviction action, suit for damages, and/or other allowable actions may be initiated against you.

Please note: The final three days of this 30-day period shall serve as the notice requirement of KSA 61-3803.

Landlord Signature

Date

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Notice to Vacate – Nonpayment of Rent

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2564(b)

Posted / Tacked at _____	Time / Date _____	Initials _____
Or Personal Delivery to _____	Time / Date _____	Initials _____
Or Mailed by <input type="checkbox"/> Regular Mail <input type="checkbox"/> Certified Mail	Time / Date _____	Initials _____
Or Other _____	Time / Date _____	Initials _____

Witness/es _____

To: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

From: (Landlord) _____
Street Address: _____
City/State/Zip: _____

You are hereby notified that within three days (72 hours) you must either vacate and surrender possession of the following premises: _____

_____,
occupied by you as my tenant/s, or pay rent in the amount of \$_____, which was due on (date) _____.

Should you fail to pay the rent in full, you are also notified that your tenancy of the premises is terminated for nonpayment of rent and that, if you have failed to vacate and surrender the premises, an eviction action, suit for damages, and/or other allowable actions may be initiated against you to remove you and your possessions from the premises.

Landlord signature _____ Date _____ Landlord printed name _____

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30 Day Notice to Vacate

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2570

To: (Tenant/s) _____

Street Address: _____

City/State/Zip: _____

From: (Landlord) _____

Street Address: _____

City/State/Zip: _____

The purpose of this letter is to ask you to move out of the property you are renting from me at (address) _____

by (date) _____.

Failure to vacate by this date would allow me to take legal action against you for possession of my property. Kansas law provides for substantial penalties if you do not move out on time.

KSA 58-2570 (c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, if the tenant's holdover is willful and not in good faith the landlord may recover an amount not more than 1½ months' periodic rent or not more than 1½ times the actual damages sustained by the landlord, whichever is greater.

Please note: The final three days of this 30-day period shall serve as the notice requirement of KSA 61-3803.

Sincerely,

Landlord's signature

Date

Telephone

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