



Housing and Credit Counseling Inc

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## TENANT FORM PACKET

### INSTRUCTIONS FOR USE OF FORMS

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1. These forms are only samples. They may be used as a fill-in form 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 yourself. 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. When the form offers a choice of 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 when 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 tenant to your landlord

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HCCI forms provide a format which may be followed when drafting notices. Forms are created in accordance with Kansas law.

# Maintenance Request Form

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2553

**To:** (Landlord) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**From:** (Tenant/s) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

Written maintenance requests provide a good record for the tenant and a good reminder and record for the landlord. Kansas Law (KSA 58-2557) provides that a landlord must have the tenant's consent to enter the tenant's home, and entry must be at a reasonable time after reasonable notice has been given. The optional sentence allows tenant/s to provide contact information if tenant/s wish to be home when the maintenance is done.

The following maintenance and/or repairs are needed at the premises I/we rent from you at

(address of rental unit) \_\_\_\_\_

- 1
- 2
- 3
- 4
- 5
- 6
- 7

(Option: I/We would like to be at home when the maintenance work is done. I/We can arrange to be there or have someone there (days, times) \_\_\_\_\_.

You may reach me/us at the numbers below to make arrangements.

Contact number/time: \_\_\_\_\_

Contact number/time: \_\_\_\_\_

\_\_\_\_\_  
Tenant signature Date Tenant signature Date

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# 14/30 Day Notice of Landlord Noncompliance

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2559

**To:** (Landlord) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**From:** (Tenant/s) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

You are in serious noncompliance with our rental agreement and/or your legal responsibilities as a Landlord. The following conditions exist at the above premises 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. **This notice is being provided on or before our rent-paying date of: \_\_\_\_\_.** The rental agreement will terminate upon the next rent-paying date, **not less than 30 days from the receipt of this notice.** I/We will vacate the premises on or before \_\_\_\_\_, **UNLESS:**

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

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

The violation(s) **cannot** be remedied. **I/We will 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, towards remedy for this violation. **(Caution: this option should only be utilized in extreme situations for which there is no reasonable action that can redeem the tenancy.)** Supporting statements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional supporting documentation is attached.

**Failure to comply with this notice may result in a suit for damages being filed and/or other actions being taken against you as a result of your noncompliance. My/Our security deposit must be returned in accordance with Kansas law.**

\_\_\_\_\_  
Tenant Signature Date Tenant Signature Date

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## Notice of Landlord Entry

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2557

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**To:** (Landlord) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**From:** (Tenant/s) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

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I/We am writing to inform you that you are in violation of section 58-2557 of the Kansas Residential Landlord and Tenant Act by entering the premises that I/we rent from you without giving prior notice and obtaining my/our consent. A copy of KSA 58-2557 and 58-2571 is attached for your reference.

This letter is to request that I/we be given a minimum of twenty-four (24) hours notice prior to your entry onto the premises. For me/us, reasonable times for entry are: \_\_\_\_\_

You may notify me/us by:     phone,     in person,     mail,     email

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Contact information

Any future violations of section 58-2557 could result in legal action as provided for under the Kansas Residential Landlord and Tenant Act, KSA 58-2571.

Sincerely,

---

Tenant signature

Date

---

Tenant signature

Date

See attached KSA 58-2557, KSA 58:2571.

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**KSA 58-2557. Landlord's right to enter; limitations.**

- (a) The landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.
- (b) The landlord may enter the dwelling unit without consent of the tenant in case of an extreme hazard involving the potential loss of life or severe property damage.
- (c) The landlord shall not abuse the right of access or use it to harass the tenant.

**History:** L. 1975, ch. 290, § 18; July 1

**58-2571. Tenant's refusal to allow lawful access; remedies; landlord's unlawful or unreasonable entry; remedies.**

- (a) If the tenant refuses to allow lawful access to the dwelling unit, the landlord may obtain injunctive relief to compel access, or may terminate the rental agreement. In either case, the landlord may recover actual damages.
- (b) If the landlord makes an unlawful entry, or a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful but which have the effect of unreasonable harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or may terminate the rental agreement. In either case, the tenant may recover actual damages.

**History:** L. 1975, ch. 290, § 32; July 1

# 30 Day Notice to Terminate

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

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**To:** (Landlord) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State Zip: \_\_\_\_\_

**From:** (Tenant/s) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

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Dear (Landlord) \_\_\_\_\_:

The purpose of this letter is to give my/our legal 30-Day/7-Day notice. I/We plan to be entirely out of the property at the above address and return the keys to you by

(Date) \_\_\_\_\_.

(Option: When I/we have finished moving and cleaning, I/we would like to do a move out inspection with you to insure the return of my/our security deposit. When it gets closer to my/our move out day, I/we will call you to arrange for an appointment at our mutual convenience.)

Sincerely,

\_\_\_\_\_  
Tenant signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/contact #

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# Request for Return of Security Deposit

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2550(b)

**To:** (Landlord) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**From:** (Tenant/s) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

On \_\_\_\_\_, I/We vacated the property we rented  
Date  
from you at \_\_\_\_\_  
Address of Rental Unit

and returned possession (the keys) to you.

- returned the unit in "as good a condition as when received, but for normal wear and tear"
- agree that I am/we are responsible for reasonable costs for damages/repairs over and above normal wear and tear **attributable to my/our tenancy**: (list damages/repairs)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/We request the amount of \$ \_\_\_\_\_ (minus damages) be returned to me/us  
within 30 days at the following address:

\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Tenant Signature Date Tenant Printed Name Date

\_\_\_\_\_  
Tenant Signature Date Tenant Printed Name Date

KSA 58-2550 (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 fourteen (14) days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed thirty (30) days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within thirty (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 one and one-half (1 1/2) the amount wrongfully withheld.**

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