

Landlord Tenant Law: Best Practices for Renting to Families with Pets

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Lawrence, Kansas

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Kansas Statutes

- ▶ Kansas Residential Landlord Tenant Act
 - K.S.A. 58-2540 through 2573
- ▶ Mobile Home Parks Residential Landlord Tenant Act: K.S.A. 58-25-100 through K.S.A. 58-25-127
- ▶ Evictions: K.S.A. 61-3801 through 3808
 - Kansas generally considered more “tenant friendly” than Missouri

Why rent to tenants with pets?

- ▶ Lots of people have pets
 - 65% of American households own at least one pet
 - 42% of American households own more than one pet
 - 63.2% of pet owners consider their pet to be FAMILY
- ▶ Pet owners spend money on their pets
 - In 2015, pet owners spent \$60.28 BILLION on the purchase of pets, food, supplies, veterinary care, and services

(Source: American Pet Products Association 2015–2016 survey)



Why rent to tenants with pets?

- ▶ Increases your base of possible tenants, so you may be able to screen more thoroughly
- ▶ People who consider their pets family prefer to rent homes where their pets are welcome
- ▶ Increases your revenue as a landlord



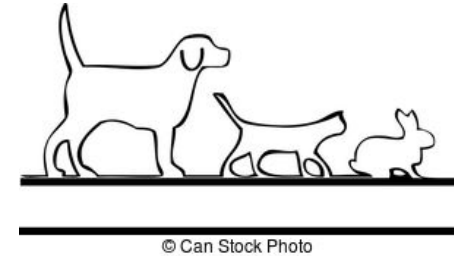
Housing Market for Pets

- ▶ From ASPCApro.org (<http://www.aspcapro.org/blog/2016/06/22/so-not-what-i-meant>)
- ▶ Housing issues are the #1 reason people give up a pet



Benefits of Renting to Pet Owners

- ▶ Lower your vacancy rates
- ▶ Reduce tenant turnover rates
- ▶ Broaden your pool of prospective tenants
- ▶ Promote a sense of tenant safety and security
- ▶ Pet owners are more likely to have a stable source of income than non-pet owners and are more commonly long-term tenants who move less frequently (from <https://www.trustedchoice.com/insurance-articles/home-family/renting-to-pet-owners/>)



What About Insurance?

- ▶ Some insurance companies charge higher rates for properties which allow pets
 - Solution? Charge tenants accordingly
- ▶ Dog breed restrictions
 - Some insurance companies increase rates or decline coverage to HOMEOWNERS who own certain breeds
 - Companies which do not: MAPFRE, Liberty Mutual, Nationwide, Amica, Fireman's, USAA, State Farm, Chubb Group, Farmers, Auto-Owners Insurance, and there may be others (Source: internet search 6/20/2016)
- ▶ Renter's Insurance
 - Why require it?
 - \$200,000 limit for dog owners



Lease Provisions for Pets

- ▶ “An oral contract is worth as much as the paper on which it is written.”
- ▶ Separate lease addendum for pets
- ▶ Provisions
 - Identify the pet(s)
 - Lay out the rules
 - Consequences for not complying



Pet Addendum



- ▶ How many pets are allowed
- ▶ Amount of pet deposit
 - Limited to one-half month's rent in Kansas (K.S.A. §58-2550)
- ▶ Amount of pet rent
 - No case law re limits, but keep in mind affordability and reasonableness considering the amount of rent without pets
- ▶ Leashes and supervision
- ▶ Pets left unattended
- ▶ Failure to comply is a breach of the lease

Pet Rules



- ▶ Spayed or neutered
- ▶ Domesticated animals, not vicious, no bite history
- ▶ Vaccinated according to local law

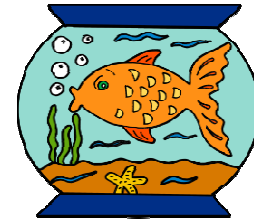
- ▶ NOT recommended:
 - Breed restrictions – unless prohibited by local ordinance
 - Cat declaw
 - Landlord's removal of animal without compliance with applicable law – illegal

Feral Cats

- Abandoned pets + unchecked reproduction
 - Common outside multifamily housing
- Problems
 - Spraying, fighting
- Advantages
 - Natural Pest control – mice, rats
- Solutions
 - Removal – inhumane methods, vacuum effect
 - Trap Neuter Return (TNR) – often done by volunteers
 - Solves problem behaviors, spraying & fighting, pest control advantages continue



Enforcing Pet Rules



- ▶ Kansas Law: 14–30 day notice for breach of lease
- ▶ 30 day termination provision in ALL leases
 - Uses other than for pet violations: suspected criminal activity, high traffic, unpleasant tenants
- ▶ Legally, pets are property – like a sofa
 - Landlord can't enter and remove tenant's sofa, so can't enter and remove tenant's pet, either
- ▶ Neglected pets
 - Landlord should report to proper authorities
 - Should assist authorities in obtaining a search warrant by providing photos and testimony

Lease Drafting Considerations

- ▶ KSRLTA lists prohibited terms and conditions in a residential rental agreement
 - No attorney's fees provisions, ever
- ▶ Important terms
 - Comprehensive list found in written materials
 - Correct identification of parties
 - Termination provisions – who can terminate and how
 - Tenants' behavior on property – smoking?



Default and Remedy Clauses

- ▶ Payment of rent
 - 3-day notice
- ▶ Other breaches
 - 14/30-day notice
- ▶ Criminal activity
 - Unclear – probably does not require a 14/30 day notice for breaches that cannot be remedied
- ▶ 30 day termination of lease without cause



Lease Provisions

- ▶ Rights which cannot be waived or modified are provided in K.S.A. §58-2547
- ▶ Lead-based paint disclosure
- ▶ Know and comply with Fair Housing Act
- ▶ Tenant improvements
- ▶ Assignment and subletting
- ▶ Use restrictions
- ▶ Renewals and extensions
- ▶ Arbitration



Lease Provisions

- ▶ Security deposits
 - One month's rent only
 - ½ month's rent for pets
- ▶ Guarantees
 - Should fill out the same application as a tenant



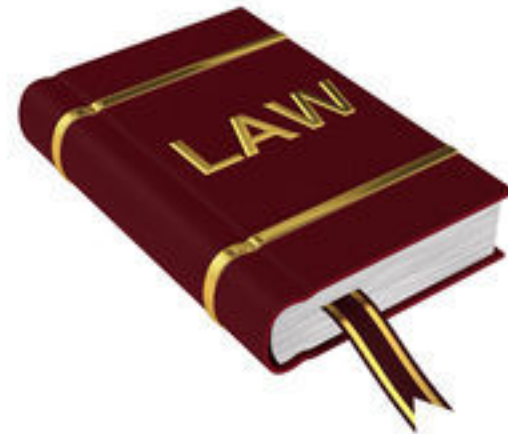
Kansas Residential Landlord Tenant Act

- ▶ K.S.A. 58-2540 through 2573
- ▶ Lays out responsibilities of landlord and responsibilities of tenant
- ▶ Unique responsibilities re rent due:
 - 3-day notice – strict 72 hours to pay rent
 - 14-30 notice + 3-day notice
 - Reservation of Rights



Filing an Action

- ▶ Kansas: Chapter 61 Limited Actions
 - “Forcible Detainer”
 - Petition must (K.S.A. 3804):
 - Describe the premises
 - Why Plaintiff is seeking possession
 - Rent due



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Judgment

▶ Kansas

- Rent, late fees, any other rent (pet, carport, etc.), court costs and possession
- No attorney's fees
- Final 7 days after entered for possession, 14 for \$



Appeals



- ▶ K.S.A. 61–3901
 - Within 7 days
 - To Court of Appeals
 - Unless the district magistrate judge is not “law-trained,” then appeal to district judge
- ▶ If no supersedeas bond, no stay of execution – K.S.A. 61–3904, 61–3905
 - Supersedeas bond in the amount of judgment with costs, interest, and damages for delay – K.S.A. 61–3905, 61–3906
 - Judge has no power to stay execution during pendency of an appeal without supersedeas bond – K.S.A. 61–3904

Writ of Restitution

▶ K.S.A. 61-3808

- Served upon tenant – usually after 10 days
- Executed within 14 days after service upon Defendant, return should be filed
- Must be served by Sheriff
- If appeal is filed with supersedeas bond, “delay all further proceedings”
- If premises have been restored to Landlord when appeal filed, Sheriff shall place Tenant back in possession



Writ of Restitution

- ▶ What to do with tenant's left-behind junk? K.S.A. 58-2566(d)
- ▶ Landlord may take possession, store it at Tenant's expense and sell or dispose after 30 days
- ▶ At least 15 days prior to sale or disposal, must publish once in a newspaper notice of intent to sell or dispose
- ▶ Mail a copy of published notice within 7 days of publication to Tenant's last known address
 - Notice: name of Tenant; brief description of the property; date of sale or disposal
- ▶ Tenant can get his stuff back – must pay reasonable expenses incurred by landlord in taking and storing AND of any amount due to Landlord “for rent or otherwise”
- ▶ Call local authorities re left-behind pets



Deposits



- ▶ Deposits may be applied to past due rent and late fees or repair or cleaning costs
- ▶ Landlord must prepare itemized list of damages for which deposit was deducted and send to Tenant's last known address within 30 days of move-out
 - Failure to comply: tenant may recover 1 ½ times the amount of the deposit
- ▶ Same procedure whether Tenant left at the end of lease period or was evicted

Thank You

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