
FREQUENTLY ASKED QUESTIONS KANSAS EVICTION TRIALS

Q. What is a trial?

A “trial” is where two or more parties to a lawsuit come together at the courthouse to present evidence to a Judge. The Judge will make a ruling as to both the law and the facts of the case and enter a judgment in one party’s favor.

Q. Why was my case set for a trial?

Your case was set for trial because your tenant(s) did not agree with the allegations made in your lawsuit and have requested an opportunity to present evidence to the Judge in their defense.

Q. Where is the trial?

The trial will be held in the District Courthouse in the county where the property is located.

Johnson County Courthouse

100 N. Kansas Avenue
Olathe, KS 66061

Wyandotte County Courthouse

701 N. 7th Street
Kansas City, KS 66101

Leavenworth County Courthouse

601 S. 3rd Street
Leavenworth, KS 66048

Douglas County Courthouse

111 E. 11th Street
Lawrence, KS 66044

Miami County Courthouse

120 S. Pearl Street
Paola, KS 66071

Q. What time is my trial?

The docket clerk at The Law Offices of Anderson & Associates will send you an email outlining the date, time, and location of the courtroom for your trial. If you do NOT receive this information, please email docket@mokslaw.com or call 816-931-2207 with questions.

Q. What should I wear to the trial?

It definitely does matter what you wear to Court. The Judge will notice how you present yourself to the Court. You want to demonstrate that (a) you respect the courtroom and (b) that you are taking the matter seriously. We recommend conservative dress which includes something you would wear to church, work, or a nice social function. Please do not wear a hat and make sure your cell phone is on silent.

Q. Do I have to attend the trial?

Yes. Your testimony is necessary in order for an attorney at The Law Offices of Anderson & Associates to win your case.

Q. Can someone else go to the trial instead of me?

You do not have an automatic right to have a friend or family member act on your behalf in Court; however, your property manager or someone you appoint to manage your business can appear on your behalf if they have knowledge of the case.

Q. What happens at the trial if I do not show up?

If a plaintiff fails to appear for their civil trial, the case will most likely be dismissed.

Q. What happens at the trial if my tenant does not show up?

If a defendant fails to appear for a civil trial, the Judge will most likely enter a judgment in your favor.

Q. What will it cost me for my case to go to trial?

The Law Offices of Anderson & Associates does not charge any extra attorney's fees for a trial unless your tenant(s) files a counterclaim.

Q. What is a counterclaim?

A "counterclaim" is a lawsuit set up in opposition to another lawsuit. In your case, it is where your tenant(s) files a lawsuit against you. The Law Offices of Anderson & Associates charges \$200.00 per hour for defense work. You will never be charged additional fees without your knowledge and approval.

Q. What documents do I need to bring to the trial?

Please bring the following documents to Court with you:

- (1) The original executed lease (a copy is acceptable if you cannot locate the original);
- (2) A current payment / rental ledger that matches the amounts you are requesting;
- (3) A copy of the termination notice sent to your tenant(s);
- (4) Copies of the reservation of rights letter (if applicable); and
- (5) The tenant(s) rental file.

* You MUST provide copies of these documents to an attorney at The Law Offices of Anderson & Associates no later than two (2) days prior to your trial. It is very important that we are prepared for the trial.

Q. What is a Lease Agreement?

A "lease agreement" is a contract between a Landlord and a tenant(s) that states what the tenant(s) will pay monthly for rent and for how long. It also outlines and details the obligations and responsibilities of the Landlord (you) and the tenant(s).

Q. What is a Payment Ledger (a/k/a Rental Ledger)?

A "payment ledger" (also known as a "rental ledger") is a financial tool used by the Landlord to track revenue and expenses related to a rental agreement. A ledger typically contains columns for the following: (1) the date that a payment is due, (2) the amount due each month, (3) the amount paid, and (4) the outstanding balance.

Q. What is a Three Day Notice to Pay or Quit?

In Kansas, a Landlord is required to send a "Three Day Notice to Pay or Quit" to the tenant(s) prior to filing a lawsuit for unpaid rent and possession. The notice must be posted on the tenant's door and:

- (1) Be in writing;

- (2) List the full name(s) of ALL of the tenant(s);
- (3) List the address of the rental property;
- (4) List exactly how much rent the tenant(s) owes;
- (5) List the months the overdue rent is for;
- (6) State that any past-due rent must be paid in full within three (3) days of receiving the notice or the tenant(s) must move out;
- (7) List the name, address and phone number of the person the rent should be paid to;
- (8) Include the days and times the tenant(s) can pay the rent they owe, and the address where they can pay it; and
- (9) Provide the address to which the tenant(s) should send the money.

* The notice MUST include other money the tenant(s) owes (i.e. late fees, interest, utilities, or damages) if you want these amounts included in your lawsuit.

Q. What is a 14-day / 30-day notice?

In Kansas, a Landlord is required to send a “14-day / 30-day Notice” to the tenant(s) prior to filing an eviction lawsuit for a lease violation. The notice must be posted on the tenant’s door and:

- (1) Be in writing;
- (2) List the full name(s) of ALL of the tenant(s);
- (3) List the address of the rental property;
- (4) List each lease violation(s) and/or violation(s) of the law;
- (5) Include a brief description of how and when the the violation(s) occurred; and
- (6) State that the tenant’s right to possession will automatically terminate thirty (30) days from the date of the notice unless the tenant(s) fixes the violation(s) within fourteen (14) days of the date of the notice.

Q. What will happen at the trial?

An attorney at The Law Offices of Anderson & Associates will call you to the Judge’s bench to testify. You will then take an oath to tell the truth. The attorney will then ask you a series of questions based upon your lease agreement and payment ledger. Make sure that you are familiar with both of these documents. Also, make sure that you understand when and where payments were made and applied and how you arrived at the break down of the amounts you are requesting the Judge to award you. You will be holding both the lease agreement and payment ledger in your hand while the attorney is asking you questions. Please take note that if you do not understand your payment ledger and cannot explain it, then neither will the Judge.

Q. Will you try to settle the case before trial?

Yes. We will try to settle all cases prior to trial. You will be involved in the settlement negotiations. Please make sure that you have settlement authority from the owner prior to the trial date. If you do not feel comfortable settling your case, an attorney at The Law Offices of Anderson & Associates will be present and prepared to try the case with a Judge.

Q. How long will it take for the Judge to make a decision after the trial?

By law, every case submitted to a Judge for a decision shall be decided within thirty (30) days from the date of the trial. However, an attorney at The Law Offices of Anderson & Associates will request the Judge make a decision at the trial or no later than one week after the trial.

Q. What is a judgment?

A “judgment” is a written decision of a Judge regarding the rights and liabilities of the parties in a lawsuit. A judgment also generally provides the Judge’s explanation of why he or she has chosen to make a particular decision.

Q. Should I accept money from a tenant during the three (3) day notice period?

Yes. You *must* accept payment of all monies for three (3) days after you have posted the Three Day Notice to Pay or Quit. If the tenant(s) fails to make payment in full, you must send a Reservation of Rights Letter which preserves your right to file an eviction after the three (3) day period has expired.

Q. Should I accept money from the tenant while my case is pending?

Yes. If your tenant(s) attempts to make a payment after the three (3) day period has expired, you may accept rent and you must send a Reservation of Rights Letter to preserve your right to continue with the eviction. Even if the tenant(s) pays in full, you may continue the eviction process so long as you send a Reservation of Rights Letter.

Q. What is a Reservation of Rights Letter?

A “Reservation of Rights Letter” is a notice that preserves your right to evict a tenant(s) if they have not paid in full within the three (3) day notice to pay or quit period or if they make a payment after the three (3) day notice to pay or quit period.

Q. Should I accept money from the tenant after the trial?

Yes. Once again, a Reservation of Rights Letter will be required.

Q. When can I get my house back after the trial?

The judgment becomes final fourteen (14) days after the Judge signs the judgment. A Deputy Sheriff will contact you within ten (10) to fourteen (14) days after the judgment becomes final to schedule the eviction.

Q. The tenant was ordered to leave by the Judge, but she is still there. What can I do?

If your tenant(s) do not leave after a judgment is entered against them, The Law Offices of Anderson & Associates will file a writ of restitution with the court on your behalf.

Q. What is a Writ of Restitution?

A “writ of restitution” is a court order issued by a judge requiring a Deputy Sheriff to physically remove the tenant(s) from the rental property.

Q. How will I know when the eviction is scheduled?

The judgment becomes final fourteen (14) days after the Judge signs the judgment. A Deputy Sheriff will call you at the telephone number Anderson & Associates has on file for you within thirty (30) days after the judgment becomes final to schedule the eviction.

Q. Do I need to be present at the eviction?

Yes. On the day of the eviction, you must be available to “greet” the Deputy Sheriff. The Deputy will usually pull up to the location of the eviction in a marked patrol car. Typically, the Deputy will not leave the car. It is up to you to go to the car and identify yourself as the Landlord or Landlord’s representative. You will then need to identify the entry door to the rental property and will sign a document authorizing the Deputy to use force to enter if necessary. Generally, you either need to have a key to the rental property so that the Deputy can enter or have a locksmith available to provide access.

Q. What happens if the tenant refuses to move?

The Sheriff's Deputy will physically remove the tenant(s) from the property. Before leaving, the Deputy may take an inventory of the personal property that may be abandoned and will authorize you to change the locks to the rental property so the tenant(s) cannot return.

Q. What should I do if the tenant moves out but leaves their personal belongings behind?

In Kansas, a Landlord may not sell, give away, or throw away a tenant's belonging until at least thirty (30) days from the date you reclaim possession of the rental property. Prior to disposition of the tenant's belongings a Landlord must:

- (1) Publish a notice in a local newspaper of general circulation at least fifteen (15) days before disposition; and
- (2) Mail a copy of the published notice to the tenant's last known address at least seven (7) days prior to disposition.
 - (a) The notice should contain the following:
 - (i) Be in writing;
 - (ii) List the full name(s) of **ALL** of the tenant(s);
 - (iii) List the address of the rental property;
 - (iv) Briefly describe the abandoned belongings; and
 - (v) List the approximate date of the sale, destruction or other disposition of the abandoned belongings.

KSA 58-2565 contains the procedure required by Kansas law. You must follow this statutory procedure EXACTLY in order to be protected.

Q. How do I collect on my judgment?

If The Law Offices of Anderson & Associates has obtained a money judgment on your behalf, the docket clerk will email or call you and ask if you want for us to collect the money on your behalf. You will be directed to talk with the collection department at 816-931-2207 or email us at collect@mokslaw.com.