

## COMPARISON OF KANSAS EVICTION PROCEDURES

FORCIBLE DETAINER (Rent and Possession)	FORCIBLE DETAINER (Lease Violation Termination and Possession)	FORCIBLE DETAINER (Emergency Possession)	CONTRACT ACTIONS
Use when tenant does not pay rent	Use when tenant breaches the lease or stays after the lease expires	Use in cases of emergency	Use after tenant moves out to recoup monetary losses
<u>Purpose:</u> To recover rent; to take possession if tenant does not pay rent within 3 days of termination notice	<u>Purpose:</u> To regain possession of rental unit within 30 days of termination notice if tenant fails to cure a violation	<u>Purpose:</u> Expedited process to regain possession of rental unit	<u>Purpose:</u> To recover unpaid rent, fees, utilities and repair costs
<u>Notice:</u> Requires a “Three (3) Day Notice to Pay or Quit”	<u>Notice:</u> Requires a “Notice of Termination for Material Breach of Lease (14/30)”. Notice must be in writing; state the violations, and give 14 days to comply with lease or a calendar month’s notice for month-to-month agreement; notice must be personally delivered to tenant or member of family over age 12, or posted on door	<u>Notice:</u> Notice that “properly protects the interests of all parties” is required by law; Landlord may be required to post a bond conditioned for payment of tenant’s damages if judgment be issued in favor of tenant	<u>Notice:</u> Requires written demand for amount of rent and damages owed
<u>Sample Notice:</u> Sample Three (3) Day Notice to Pay or Quit and Reservation of Rights Letter available at <a href="http://www.mokslaw.com/our-resources">www.mokslaw.com/our-resources</a>	<u>Sample Notice:</u> Sample notice of Termination for Material Breach (14/30) and Termination of Month-to-Month available at <a href="http://www.mokslaw.com/our-resources">www.mokslaw.com/our-resources</a>	No specific form is required by law. Landlord should evaluate this requirement on a case-by-case basis	No specific requirement for type of notice or number of days unless the Lease states otherwise
<u>Payment:</u> Landlord MUST accept payment within the 3 day period. Landlord MAY accept payment after the 3 day period. A “Reservation of Rights Letter” is MANDATORY to accept money regardless of the timing	<u>Payment:</u> Landlord is entitled to rent up to termination date then one and one half (1½) damages after that date. Landlord should not accept tender of rent after termination date without sending a “Reservation of Rights Letter”	<u>Payment:</u> Landlord has right to collect rent, fees and utilities while the lawsuit is pending. Payment is rarely at issue in this expedited procedure	3. <u>Payment:</u> Landlord MAY accept partial payment without giving up right to take judgment. Landlord MUST accept payment in full
<u>Counterclaims:</u> Tenant has the right to file a counterclaim	<u>Counterclaims:</u> Tenant has the right to file a counterclaim	<u>Counterclaims:</u> No provision in law	<u>Counterclaims:</u> Tenant has the right to file a counterclaim
<u>Jury:</u> Tenant may request jury trial	<u>Jury:</u> Tenant may request jury trial	<u>Jury:</u> No provision in law	<u>Jury:</u> Tenant may request jury trial
<u>Timeline:</u> 24-45 days	<u>Timeline:</u> 54 – 82 day	<u>Timeline:</u> 7-24 days	<u>Timeline:</u> 65 – 180 days