
FREQUENTLY ASKED QUESTIONS KANSAS EVICTION LAWSUITS 2024

Q. What is an eviction?

A. An eviction is the legal process by which a landlord removes a tenant from a rental property through a court action (lawsuit). In Missouri, there are 4 types of evictions: (1) Rent & Possession action, (2) Unlawful Detainer action, (3) Emergency Eviction, and (4) Ejectment.

Q. What is a Forcible Detainer lawsuit?

A. A Kansas Forcible Detainer lawsuit is a legal action taken by a landlord to reclaim possession of a rental property from a tenant who refuses to vacate after receiving proper notice. This type of lawsuit is commonly filed when a tenant remains on the property without the landlord's consent for reasons such as: (1) failing to leave after a lease has expired, (2) breaching the lease terms, (3) not paying rent on time, (4) violating the law, or (5) engaging in or allowing criminal activity on or near the rental property.

Q. What information do you need before you will help evict a tenant?

A. Please complete the on-line intake form by going to <https://mokslaw.com/> and clicking on the “File a Case” button and follow the below steps to refer your eviction matter to us. Please have your lease, ledger and copies of any termination notices saved in PDF format and ready to upload.

Step (1) Go to <https://mokslaw.com/>.

Step (2) Click on the “File a Case” button (located in the upper middle corner of the screen)

Step (3) You will be prompted to fill out information relevant to your case including:

- a. Client Information;
- b. Billing Information;
- c. Property Information;
- d. Resident Information;
- e. Service of the Eviction Information;
- f. Reason for the Eviction;
- g. Collection Information; and
- h. Acceptance of the Attorney/Client Engagement Agreement.

*Throughout the process, you will be given the opportunity to upload your supporting documents, including the Lease Agreement, Ledger, and Notices.

Step (4) Once you are done, you will submit the case by clicking the green “Submit” button.

Step (5) Our eviction team will promptly email you with a copy of your file and a 5-digit internal file number.

Q. Who is All Other Occupants?

A. The names "All Other Occupants" are placeholder names used to refer to men and women, respectively, whose true identities are unknown or need to be kept anonymous in a legal context or lawsuit.

Q. How much does it cost to file an eviction suit?

A. Before filing an eviction lawsuit, Anderson & Associates will invoice you for the following: the court's filing fee, a private process server fee, a \$400.00 attorney's fee, a sheriff's surcharge per tenant, and the

sheriff's fee for the lockout. For a detailed outline of costs specific to each county, please refer to the *Kansas Eviction Fee Schedule* available at <https://mokslaw.com/forms/>.

Q. Why do I need a lawyer to file an eviction suit?

A. If your rental property is owned by a business entity, the law requires that you be represented by a lawyer. If you own the property in your individual name, you may be able to file the lawsuit without legal representation. In Kansas, eviction lawsuits are typically resolved more quickly than regular civil cases, but landlords must adhere to strict and detailed procedures. Given that a person's home is at stake, judges often set a high standard when ruling in favor of the landlord. Like any business owner, landlords aim to maximize profitability and minimize liability. Hiring an attorney to guide you through this process is a wise business decision.

Q. Can I change the locks or turn off the utilities when the tenant stops paying?

A. No. Kansas law strictly prohibits "self-help" evictions and enforces significant penalties for landlords who violate these regulations. Landlords who engage in such actions can face criminal prosecution and/or be sued in civil court for the tenant's damages, which could include costs for temporary housing, the value of spoiled food from a non-functioning refrigerator, or expenses for electric heaters if gas service is cut off. Additionally, landlords may incur substantial penalties. Even if the tenant has failed to pay rent, left the property in disarray, verbally abused you or your staff, or behaved inappropriately, these actions will not excuse failing to comply with the law.

Q. What is an unlawful eviction?

A. An unlawful eviction occurs when a landlord attempts to remove a tenant without obtaining a court judgment. Only a judge can legally order a tenant to vacate a property. "Self-help" evictions include actions such as changing the locks, using threats or physical force to pressure a tenant to leave, shutting off utilities, or removing the tenant's personal property from the rental unit.

Q. Can I turn off the utilities if the tenant refuses to place them in her name?

A. It is illegal to call the electric, water, gas or oil companies and cancel service to the rental property regardless of what your lease provides. Even if the utilities are in your name, it is still illegal to shut off "essential" utility service to the property while a tenant is living there. The bottom line is that if you force your tenant to vacate without due process (a lawsuit), you can be fined more than it would have cost you to go through the proper process. While it may be frustrating, landlords should keep the utilities in their name temporarily to avoid service interruptions. This helps maintain habitability standards and prevents potential legal issues related to constructive eviction.

Q. How long does the eviction process take?

A. A court date will be scheduled approximately **21 – 30 days** after the lawsuit is filed. A Deputy Sheriff will give a copy of your petition and the court summons to the tenant at least 3 days before the court date.

- If the tenant does not appear in Court, the Judge will enter a default judgment. A default judgment becomes final after **14 days**.
- If the tenant appears in Court and consents to the allegations in your petition, the Judge will enter a consent judgment. A consent judgment becomes final after **14 days** unless the parties agree to a sooner date.
- If the tenant appears in Court and disputes the allegations in your petition, the Judge will set the case for trial **8 days** later.

- After a judgment becomes final, the sheriff has up to **14 days** to physically remove your tenant. **YOU SHOULD BE AWARE THAT YOUR TENANT MAY BE ON THE PROPERTY UP TO 2 MONTHS AFTER A CASE IS REFERRED TO OUR LAW OFFICE.**

Q. What is a petition for eviction?

A. A petition for eviction is a formal, certified document submitted to the court requesting an order that requires a tenant to pay rent, late fees, utilities, court costs and/or vacate the rental property.

Q. What is a summons?

A. A summons is a legal document that notifies your tenant that they are being sued and affirms the court's authority to hear and decide the case. It also directs the tenant to appear in court on a specified date and respond to the petition.

Q. Where will you file my eviction suit?

A. The eviction must be filed in the county where the property is located.

Q. Who should be named as the Landlord in the petition?

A. The owner or manager of the rental property can be named as the landlord in the petition. To ensure flexibility, Anderson & Associates prefers to name both the owner and the manager, allowing either party to testify if a trial becomes necessary.

Q. What notice is required prior to filing my Forcible Detainer lawsuit?

A. Under Kansas law, landlords are required to provide tenants with a formal termination notice before initiating an eviction lawsuit, unless the lease specifies a termination date. There are three main types of termination notices: (1) a *Three-Day Notice to Pay or Quit*, (2) a *14-Day/30-Day Termination Notice*, and (3) a *Notice Terminating Month-to-Month Tenancy*. Sample termination notices can be accessed at <https://mokslaw.com/forms/>.

Q. What notice is required to terminate a tenancy for non-payment?

A. In Kansas, before a landlord can file an eviction lawsuit for unpaid rent and possession, they must issue a *Three-Day Notice to Pay or Quit* to the tenant. This notice must be posted on the tenant's door and include the following:

1. Be in writing;
2. List the full names of all tenant and "All Other Occupants" if any names are unknown;
3. Include the address of the rental property;
4. Specify the exact amount of rent owed;
5. Detail the months for which the rent is overdue;
6. State that the full past-due rent must be paid within 3 days of receiving the notice or the tenant must vacate the property;
7. Provide the name, address, and phone number of the person to whom the rent should be paid;
8. Include the days and times the tenant can pay the owed rent and the location where payment can be made;
9. Specify the address where the payment should be sent.

Note: If you want to include other amounts owed by the tenant, such as late fees, interest, utilities, or damages, these must be listed in the notice to be included in the lawsuit. A sample *Three-Day Notice to Pay or Quit* can be accessed at <https://mokslaw.com/forms/>.

Q. What notice is required to terminate a tenancy for lease violations?

A. In Kansas, a landlord must issue a *14-Day/30-Day Notice* to a tenant before filing an eviction lawsuit for a lease violation. This notice must be posted on the tenant’s door and include the following:

1. Be in writing;
2. List the full names of all tenant and “All Other Occupants” if any names are unknown;
3. Include the address of the rental property;
4. Specify each lease violation and/or violation of the law;
5. Provide a brief description of how and when the violation(s) occurred;
6. State that the tenant’s right to possession will automatically terminate **30 days** from the date of the notice unless the tenant remedies the violation(s) within **14 days** of the date of the notice.

A *14-Day/30-Day Notice* can be accessed at <https://mokslaw.com/forms/>.

Q. What notice is required to terminate a month-to-month tenancy?

A. If you do not have an executed lease agreement and your tenant has been paying rent periodically, they are considered a month-to-month tenant unless the lease agreement specifies that the term renews annually. A month-to-month tenancy automatically renews every month, meaning that without action, your tenant could theoretically remain indefinitely. To terminate this type of tenancy, you must provide the tenant with a complete 1 months’ notice, calculated from a rent payment date.

For example, if rent is due on the 1st of each month, you would need to give notice on June 30th for the tenancy to terminate on July 31st. Anderson & Associates can then file your eviction on August 1st. If notice is given on July 1st, termination would not be effective until August 31st. A sample *Notice Terminating Month-to-Month Tenancy* can be found at <https://mokslaw.com/forms/>.

Q. What is the process for an eviction?

1. **Termination Notice** – Either you or an attorney at Anderson & Associates will draft and serve a termination notice (referenced above) to the tenant at the rental property.
2. **Demand Letter** – Anderson & Associates will send a written demand to your tenant requesting payment of past due rent and fees or for them to vacate the property. This letter also encourages the tenant to contact you for an amicable resolution.
3. **Filing the Petition** – Anderson & Associates will file an eviction petition at the courthouse on your behalf.
4. **Scheduling the Hearing** – The court clerk will schedule a hearing and issue a summons requiring the tenant to appear in court.
5. **Serving the Tenant** – Either a Deputy Sheriff or a private process server will deliver a copy of the petition and summons to the tenant.
6. **Court Appearance** – Anderson & Associates will represent you in court and obtain a judgment.
7. **Notification of Results** – Anderson & Associates will inform you of the court's decision and ask if you wish to schedule the Deputy Sheriff for a lockout procedure.

8. **Writ of Restitution** – Upon your request, Anderson & Associates will file a Writ of Restitution with the court and coordinate with the Deputy Sheriff to schedule the lockout.
9. **Post-Judgment Collection** – If requested, Anderson & Associates can set up a payment plan with your former tenant to recover the past due balance or issue a garnishment to collect the owed funds.

Q. What does it mean to serve the other party after filing my eviction lawsuit?

A. Anderson & Associates must formally notify the tenant of the eviction by providing them with a copy of the petition and summons. This process, known as “service,” can be carried out in several ways: (1) personal service directly to the tenant, (2) service to someone over the age of 12 who is present at the property, (3) service to a member of the tenant’s family, or (4) service by posting the notice on the property and sending it by mail. Service must be completed at least 3 days before the court date specified on the summons. If service is conducted by posting and mailing, an additional 2 days are added to the notice period to account for mailing time, making it a total of 5 days before the hearing.

Q. Why can’t I serve the paperwork on the tenant?

A. A party involved in a lawsuit cannot serve legal documents in their own case. Most courts require service to be carried out by a registered private process server or a Deputy Sheriff. Anderson & Associates uses Kansas City Process Service for this purpose. The fee for their service is \$55.00 per address.

Q. Do I need to appear at the court date?

A. You do not need to appear at the first court date. An attorney at Anderson & Associates will appear on your behalf and request the Judge enter a judgment in your favor.

Q. What is a judgment?

A. A judgment is the court’s official, written decision that defines the rights and obligations of the parties in a lawsuit. It details the judge’s ruling on the case and often includes the reasoning behind the decision. The judgment sets out the legal responsibilities of each party, such as who owes what or what actions need to be taken.

Q. What is a default judgment?

A. A default judgment is a binding decision issued by a judge when the tenant fails to appear in court on the date specified in the summons after being properly served.

Q. What is a consent judgment?

A. A consent judgment is a binding decision issued by a judge that reflects an agreement reached between you and your tenant, effectively settling the case.

Q. What is a stay of execution?

A. A stay of execution is a court order that temporarily postpones the eviction date. A stay can be granted in two ways: (1) automatically by operation of law or (2) voluntarily, when you and your tenant agree to a repayment plan or set a specific date and time for the eviction.

Q. Why did an attorney at Anderson & Associates give my tenant a “stay of execution” without talking to me first?

A. If the tenant appears in court and contests the allegations in your petition, the judge will typically schedule the case for trial approximately 30 days later. If an attorney at Anderson & Associates can

negotiate an agreement for the tenant to voluntarily move out before that 30-day period, they may do so without prior approval to expedite the eviction process. However, under no circumstances will an attorney provide a stay of execution extending beyond 30 days from the court date without your explicit consent.

Q. When does a judgment become final?

A. In Kansas, a judgment for possession in an eviction case becomes final immediately upon entry by the court. This allows the landlord to promptly request a writ of restitution to regain possession of the rental property. The tenant has 7 days from the date the judgment is entered to file an appeal. To stay the enforcement of the judgment during the appeal process, the tenant must post a supersedeas bond.

Q. What is a Writ of Restitution?

A. A writ of restitution is a court order issued by a judge that directs a Deputy Sheriff to physically remove the tenant from the rental property.

Q. What happens if the tenant appears in Court and disputes the petition?

A. If your tenant attends the initial court hearing and contests the claims in the petition, the judge will set a trial date. Anderson & Associates will request the earliest available trial date on your behalf.

Q. What do you need from me if my case is scheduled for a trial?

A. After the first court date, the docket paralegal at Anderson & Associates will inform you of the trial date and location. She will also request you provide her with the following information at least 14 days prior to the trial date:

1. The name and phone number of the witness who will appear on the landlord's behalf;
2. The original executed lease (a copy is acceptable if the original is unavailable);
3. A current payment/rental ledger that accurately reflects the amounts you are requesting;
4. A copy of your welcome letter (only applicable if you recently purchased the property);
5. The termination notice;
6. The tenant rental file containing all relevant records and evidence.

Important: You must provide copies of these documents to Anderson & Associates no later than 7 days before the trial. This is crucial to ensure that we are fully prepared for your case.

Q. What will happen at the trial?

A. During the trial, an attorney from Anderson & Associates will call you to the judge's bench to testify. You will be sworn in to testify truthfully. The attorney will then ask you a series of questions regarding your lease agreement, any notices issued, the payment ledger, or other relevant evidence supporting your case. It is crucial that you familiarize yourself with these documents beforehand.

If you are requesting past due rent, be sure to understand the details of when and where payments were made, how they were applied, and how you calculated the amounts you are asking the judge to award. You will have the lease agreement and payment ledger in hand as the attorney questions you. Keep in mind, if you cannot clearly explain your payment ledger, the judge may also struggle to understand it.

Q. Do I have to attend the trial?

A. Yes. Your testimony is necessary in order for an attorney at Anderson & Associates to win your case.

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

A. You do not have an automatic right to have a friend or family member represent you in court. However, a property manager or someone you've appointed to manage your business may appear on your behalf if they are knowledgeable about the case. The person appearing should (A) understand how company records are stored and maintained (e.g., software used, ledger processes), (B) be familiar with the contents of all relevant records (such as leases and payment ledgers), and (C) hold a position that allows them access to and control over these company files.

Q. How do I find my attorney?

A. Arriving early for a trial gives you time to navigate the courthouse, pass through security, and find a suitable place to wait outside of the courtroom for your attorney. An attorney at Anderson & Associates will call out your name at least 10 minutes before the scheduled trial time. If you're unable to locate your attorney from the photos below, call our trial paralegal at 913-262-2207.



Julie Anderson



Michael Wambolt



Ara Brown



Rebecca Auriemma



Andrew McGrew



Sean Carver

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

A. 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?

A. 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?

A. Anderson & Associates charges a flat trial fee of \$400.00. However, if your tenant files a counterclaim or if an attorney appears on behalf of your tenant, additional hourly fees will apply due to the extra legal work involved.

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

A. 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 Anderson & Associates will be present and prepared to try the case with a Judge.

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

Yes. You are required to accept payment from the tenant for the full amount owed during the 3 days following the posting of the Three-Day Notice to Pay or Quit. If the tenant does not pay in full within this 3-day period, you must issue a *Reservation of Rights Letter* to preserve your right to proceed with eviction once the 3-day period has expired. A sample *Reservation of Rights Letter* can be accessed at <https://mokslaw.com/forms/>.

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

A. If the tenant makes any payment after the 3-day period, you should also issue a *Reservation of Rights Letter* to protect your right to file and continue with the eviction. A sample *Reservation of Rights Letter* can be accessed at <https://mokslaw.com/forms/>.

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

Yes. Once again, a *Reservation of Rights Letter* will be required. A sample *Reservation of Rights Letter* can be accessed at <https://mokslaw.com/forms/>.

Q. How long do I have to execute on the Writ

A. There is no specific statutory deadline for a landlord to request a writ of restitution after the judgment becomes final. However, it is highly advisable to request the writ as soon as possible, especially before accepting any post-judgment payments from the tenant, as this could complicate enforcement of the writ.

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

A. Once the writ of restitution is filed, your eviction case will be assigned to a Deputy Sheriff within 14 days. The Deputy Sheriff will then contact you at the phone number Anderson & Associates has on file to inform you of the scheduled date and time for the lockout. Please note that Anderson & Associates does not control the timeline for when the Sheriff's office will accept, assign, or notify you regarding the writ.

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

A. Yes. On the day of the eviction, you must be present to meet the Deputy Sheriff. The Deputy will usually arrive in a marked patrol car and may stay inside the vehicle. You will need to approach the car, identify yourself as the landlord or the landlord's representative, and point out the entry door to the rental property. You will also sign a document authorizing the Deputy to use force to enter if necessary. It's important to have a key to the property or a locksmith on hand to ensure access.

Q. What happens if the tenant refuses to leave and remove their belongings?

A. If the tenant refuses to vacate the property, the Deputy Sheriff will physically remove them. Before departing, the Deputy Sheriff may take an initial inventory of any personal property left behind and will authorize you to change the locks so the tenant cannot re-enter. As the landlord, you are responsible for completing a detailed inventory of any remaining belongings and storing them in accordance with Kansas law (see instructions below).

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

A. In Kansas, a landlord cannot dispose of a tenant's belongings until at least **30 days** after reclaiming possession of the rental property. Before disposing of any belongings, the landlord must:

1. Publish a notice in a local newspaper with general circulation at least **15 days** before disposal.
2. Mail a copy of the published notice to the tenant's last known address at least **7 days** prior to disposal.

The notice should include the following:

- Be in writing;
- List the full names of all tenants;

- Provide the address of the rental property;
- Briefly describe the abandoned belongings;
- State the approximate date of the sale, disposal, or other disposition of the belongings.

Kansas law (KSA 58-2565) outlines the required procedure, and it is essential to follow it precisely to avoid liability for mishandling the tenant's belongings. Failure to comply with this statutory process may expose you to legal risks. A sample *Notice of Abandoned Property and Instructions* can be accessed at <https://mokslaw.com/forms/>.

Q. What should I do if a tenant abandons an animal at the rental property?

A. Under Kansas law, animal abandonment is considered a form of neglect. You should contact local animal control, a shelter, or the humane society, as they are equipped to handle abandoned animals and can arrange for proper care. Be sure to document the situation thoroughly, including photos of the animal, notes on its condition, and any attempts to contact the tenant. If the animal appears aggressive or distressed, avoid handling it yourself to prevent injury and liability, leaving its care to animal control professionals.

Q. How do I collect on my judgment?

A. If Anderson & Associates has secured a money judgment on your behalf, the docket clerk will contact you via email to ask if you would like us to assist with collection. If so, you will be directed to speak with our collections department or by emailing us at collect@mokslaw.com.

Q. What requirements do I have to account for the tenant's security deposit?

- **Deposit Limit:** A landlord may not request or accept a security deposit exceeding 1 months' rent for an unfurnished property. For a furnished property, a landlord may collect an addition ½-month's rent for furniture and if pets are allowed, an additional ½-month's rent for the pet deposit.
- **Return or Notification Within 30 Days:** Within 30 days after a tenancy ends, the landlord must either return the entire deposit; or provide a written, itemized list of damages and the balance of the deposit, if any, to the tenant's last known address.
- **Permissible Withholding:** A landlord may withhold amounts reasonably necessary for unpaid rent or damages caused by the tenant's failure to comply with the lease or legal obligations, excluding ordinary wear and tear.
- **Penalties for Wrongful Withholding:** If a landlord wrongfully withholds the deposit, the tenant is entitled to recover 1.5 times the amount wrongfully withheld as damages.