
KANSAS CITY, KANSAS



TENANT'S SELF-HELP GUIDE



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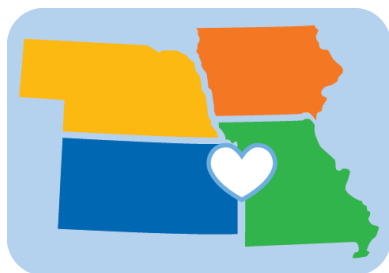
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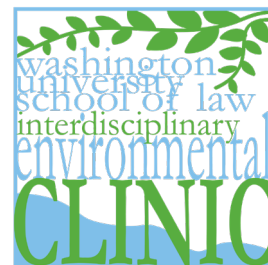
NOTICE

This guide was created for the Mid-America Pediatric Environmental Health Specialty Unit (MAPEHSU) in conjunction with Washington University's Interdisciplinary Environmental Clinic to educate tenants about their rights when facing environmental hazards in their home. The guide does not constitute legal advice. It is for general informational purposes only and the information provided might not be specific to your situation. You may have additional legal options or risks beyond those noted in this guide. Laws change with time and this guide may not reflect those changes. This guide is not an advertisement or solicitation. Washington University's Interdisciplinary Environmental Clinic and the MAPEHSU are not acting as your lawyer by creating this guide as a resource. For legal advice, please contact an attorney or your local legal aid agency. Before making any physical improvements to your home, confirm that such changes are not prohibited by the terms of your lease.

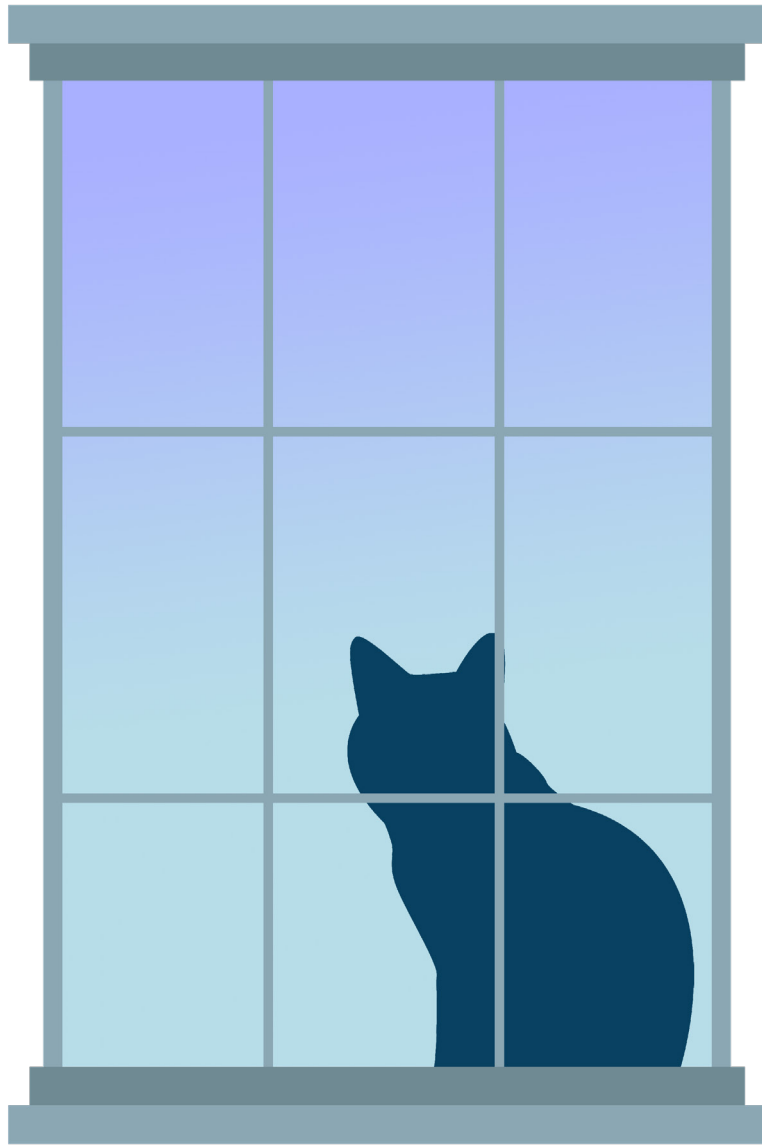
The guide was supported by cooperative agreement *FAIN: NU61TS000296* from the Centers for Disease Control and Prevention/Agency for Toxic Substances and Disease Registry (CDC/ATSDR). The U.S. Environmental Protection Agency (EPA) provided support through Inter-Agency Agreement DW-75-95877701 with CDC/ATSDR. The American Academy of Pediatrics supports the Pediatric Environmental Health Specialty Units as the National Program Office. The findings and conclusions in this guide have not been formally disseminated by the CDC/ATSDR or EPA and should not be construed to represent any agency determination or policy. Use of trade names that may be mentioned is for identification only and does not imply endorsement by the CDC/ATSDR or EPA.



MAPEHSU
Mid-America Pediatric
Environmental Health
Specialty Unit







I. INTRODUCTION

Housing can affect a person's health. Substandard housing can negatively affect the safety, health, and development of children. These problems are experienced unevenly among different racial and socio-economic groups, resulting in health inequities. Most of the adverse health effects of substandard housing are preventable. The healthcare industry has been moving towards addressing disparate health outcomes by identifying and fixing upstream housing problems through systematic interventions. This housing justice project aims to fill information gaps around housing justice in the Kansas City Metropolitan area and the Region 7 states (MO, KS, IA, and NE), and to bridge the divide between housing, legal, and health services related to housing security. This program offers fact sheets and other resources for clinical providers and community members to better understand the legal rules and regulations around housing in the hopes of improving the health and safety of renters and buyers.

II. HAZARDS IN HOUSING

Tenants living in rental housing are faced with hazards and problems outside of their control. Lead, mold, pests, and high energy costs are among them.

A. Lead

1. Hazard

There is no safe level of exposure to lead, which is especially harmful to children. [1] Childhood lead poisoning can cause permanent damage to the brain and nervous system, making it more difficult to learn and pay attention, [2] and may affect the health of throughout their entire lifetime. Lead poisoning is associated with learning disabilities, behavioral and emotional problems, and aggression, as well as increased school drop-out rates, suspensions, and delinquency. Childhood lead poisoning has also been associated with increased criminal activity and violence. Despite these longer-term effects, most children with elevated blood lead levels show no symptoms.

Children can be exposed to lead through chipping lead paint, lead water pipes, and soil contaminated by lead-paint dust. [3] With respect to paint and soil, children's exposure often comes from hand and mouth contact, breathing in lead dust, or chewing on surfaces containing paint. [4] The likelihood of being exposed to lead paint is heightened for children who live or spend significant time in structures built before 1978, when the use of lead paint in homes was banned in the U.S. [5]

While dangerous, many risks posed by lead can be controlled. Lead paint is most dangerous to children when it is chipping. Thankfully, this can be safely remediated. Remediation should be done by professionals, away from young children or pregnant women. [6] While lead water pipes are more difficult to replace, filtering cooking and drinking water with "NSF/ANSI Standard 53" certified filters will significantly reduce lead risks. [7] Lead in soil, however, is difficult and expensive to remediate. If soil is contaminated, it is recommended that you not eat food grown in it or allow children to play in it. Before engaging in any self-improvement, please consult your lease agreement and with your landlord to ensure it is not prohibited by the terms of your lease.



Image: chipping lead paint

2. Identification

Lead can be easy to identify. Chipping paint with an alligator skin-like pattern may indicate the presence of lead. Lead paint testing kits are available online and at home improvement stores. Professional labs can test water and soil, with prices ranging from \$15–\$100 per sample.

If you believe your child may have been exposed to lead, you can request a blood test from a health care provider. [8] *Wyandotte County has a robust lead exposure reduction program (as of 2024) that may be able to provide exposure testing as well as environmental testing.*

<https://www.wycokck.org/Departments/Health/Health-Wellness-Services/Non-Clinical-Services/Lead>.

B. Asthma-Inducing Allergens

Asthma is not only caused by outdoor triggers like air pollution and pollen. Exposure to indoor allergens and irritants, such as mold, second-hand smoke, dust mites, and pests (i.e., mice, rats, and cockroaches) are common drivers of asthma. [9] Poorly controlled asthma contributes to increased hospitalization rates, increased school absenteeism, and worsens lung disease. [10] While asthma cannot be cured, it can be controlled and treated. The MAPEHSU provides materials and classes—both in-person and online (through the PEHSU National Classroom)—to help educate the public on common asthma triggers, strategies to control asthma, and the importance of an Asthma Action Plan. More information on this helpful program can be found at this link:

<https://www.childrensmercy.org/departments-and-clinics/pharmacology-and-toxicology/environmental-health-specialty-unit/>.

1. Indoor Mold

A. Hazard. Mold grows in moist places. Homes that are poorly sealed (e.g., roof or foundation leaks, or poor window seals), with prior flooding, or with leaking pipes or appliances may develop mold. Controlling leaks and moisture inside your home is key to combating mold growth.

Mold in the home can cause allergy symptoms (congestion, cough, itchy eyes, itchy skin, runny nose) in those who are allergic to it. It also contributes to asthma exacerbations. In addition to being an asthma trigger, mold can cause rare, opportunistic lung infections in immunocompromised people or those with severe chronic lung disease. This is rare for the general population. Early childhood exposure to mold may be connected to the development of asthma in children. [11][12] Black Mold (*Staccybotris*) has NOT been proven to be more harmful than other molds in the home (<https://www.cdc.gov/mold-health/data-research/facts-stats/index.html>).

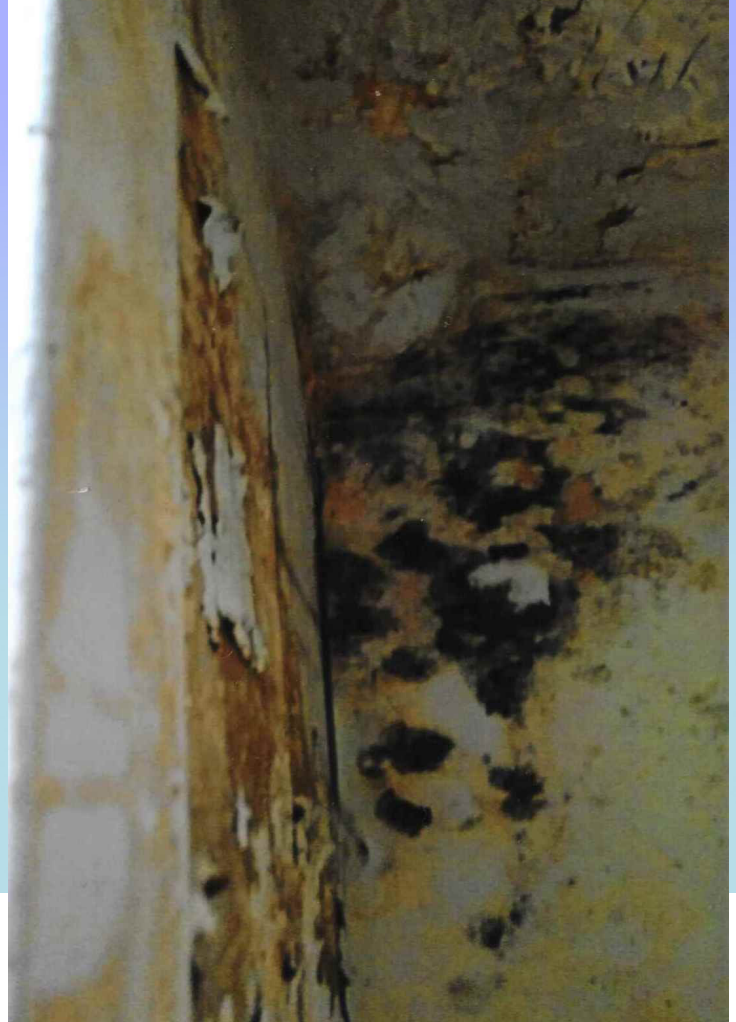
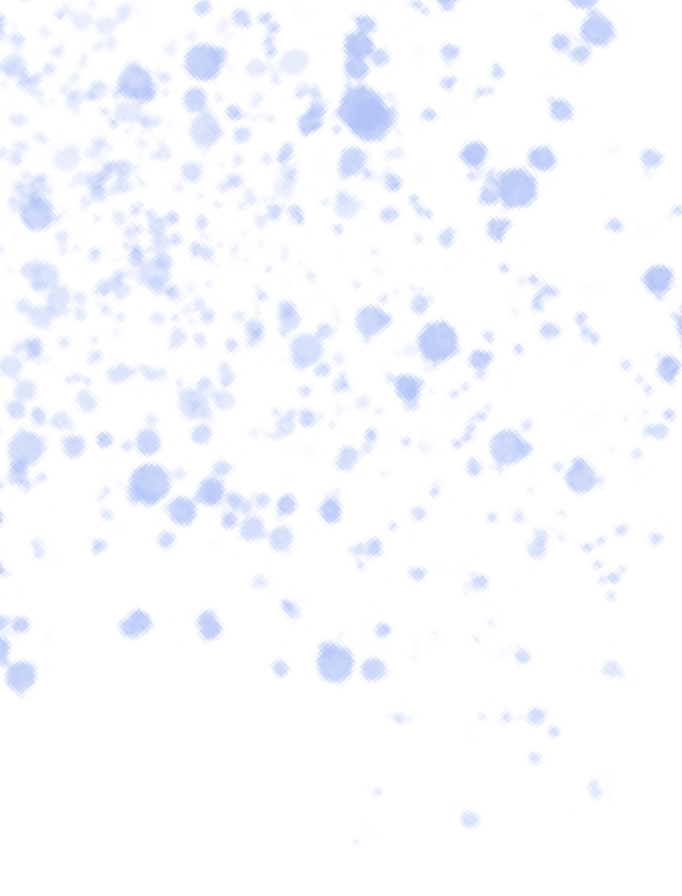


Image: indoor mold

B. Identification. Mold grows on walls, ceilings, floors, cabinets, and furnishings. It can also grow in places we do not see, such as inside ductwork, behind and inside walls, ceilings, and floors. Mold comes in a variety of colors, often with a spotty appearance. When not visible, mold often can be smelled, characterized by a “musty” odor. [13]

Once mold is found in the home, it should be removed promptly to avoid health effects and structural damage (<https://www.cdc.gov/mold-health/communication-resources/index.html>). Some mold can be removed with soap and water. Sometimes the only way to remedy mold in a home is to remove the infested items. This often requires professional assistance and consultation with your landlord. In addition, the underlying cause of the moisture must be stopped to prevent re-growth. The U.S. Centers for Disease Control and Prevention (CDC) and Environmental Protection Agency (EPA) provide extensive guidance on the identification and removal of mold. [14] Before engaging in any self-improvement, please consult your lease agreement and with your landlord to ensure it is not prohibited by the terms of your lease.

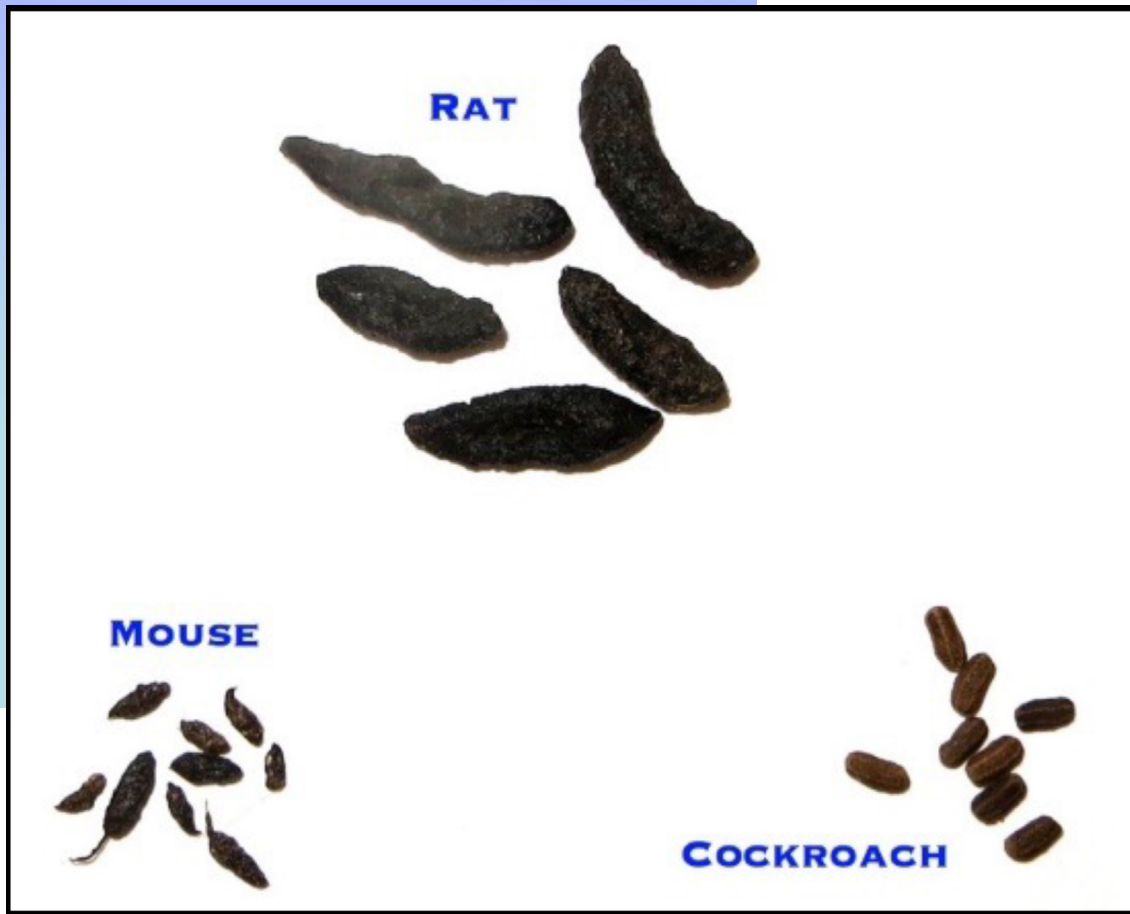


Image: pest droppings (not true to size)

2. Pests

A. Hazard. Household pests such as rodents and cockroaches can carry disease, damage property, and trigger asthma attacks from their droppings. At an individual level, a resident can manage pests by taking note of any visible infestations, keeping food in sealed containers, promptly removing food waste from the home, filling holes and cracks with steel wool, or using traps or appropriate pesticides. Unfortunately, this alone will not remedy infestations in multi-family housing or those caused by trash strewn streets or alleys. In such circumstances, the assistance of a professional likely will be required (*see resources*).

B. Identification. For the most part, pests are easily identified by residents as they are often visible. Pests can also be identified by sound (hearing rodents in the walls) or their droppings.

C. High Energy Costs



Homes with poor insulation, insufficiently sealed windows and doors, and/or inefficient heating systems, cooling systems, and appliances are prone to unnecessarily high energy costs. If your gas or electric bill is higher than it should be, one of these problems may be the cause. Window and exterior door seals can be improved significantly at a low-cost using caulk and weatherstripping. Repairing or replacing appliances, air conditioning units, and heaters is more costly. The Kansas Community Action Agencies and the Kansas Weatherization Assistance Program are available resources and may be able to offer assistance. [16][17] Before engaging in any home-improvements, please consult your lease agreement and your landlord to ensure it is not prohibited by the terms of your lease.

III. GOOD RECORDS WILL HELP PROTECT YOUR RIGHTS

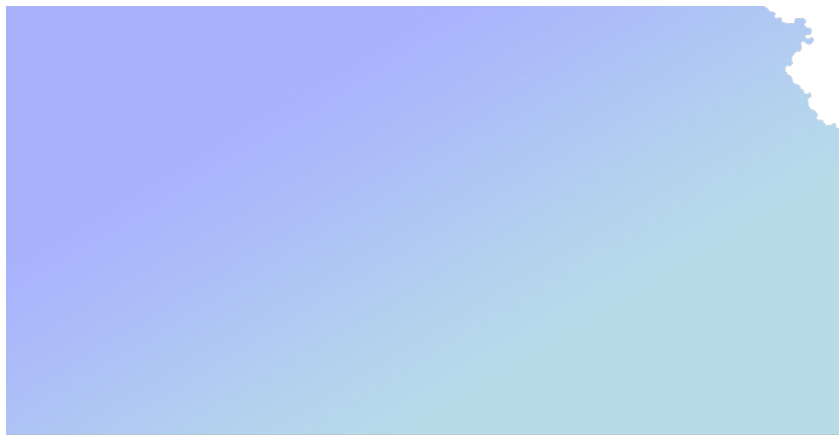


If you are suffering from health and environmental hazards in your home, you may have to take action to protect your rights. Keeping detailed, organized records will increase your likelihood of success and make it clear to your landlord that you are serious about protecting your rights. This also will be helpful as evidence if you ultimately have to bring your landlord to Court.

Key Points:

- + keep a copy of your lease and understand its terms**
- + send all of your important communications in writing**
- + make detailed dates and notes of verbal communications with your landlord**
- + take pictures and videos of housing conditions**
- + keep records of rent payments**

IV. SUMMARY OF STATE LAWS AFFECTING TENANTS' RIGHTS



Substandard housing conditions can have a significant effect on a tenant's health, safety, and economic stability. Several laws affect the rights and responsibilities of tenants and landlords in this regard. The most commonly used laws are summarized here. More detailed discussions on how to use these laws are found in Sections V-VIII.

Do not withhold rent or attempt "rent and repair;" that is not allowed under Kansas law. Do not terminate your lease without first consulting with legal services. Failure to follow specific requirements can result in eviction, money damages, and hurt your credit score.

Division of Maintenance Responsibilities

Landlords	Tenants
<ul style="list-style-type: none">+ Follow terms of lease+ Provide habitable property (described below)+ Comply with housing codes+ Give proper notice before entering to make repairs+ Make reasonable repairs: unless the lease states otherwise, this includes maintaining the furnace; walls, floors, and ceilings (incl. water leaks); plumbing; door locks; electrical wiring; fire escapes; elevators; common areas	<ul style="list-style-type: none">+ Follow terms of lease+ Do not damage property beyond ordinary wear and tear+ Follow local ordinances+ Allow your landlord to enter and make reasonable repairs with proper notice+ Throw out trash and clean so you do not attract pests or rodents+ Use appliances, plumbing, and electricity in a reasonable way

A. Kansas Residential Landlord Tenant Act

The Kansas Residential Landlord and Tenant Act is a collection of statutory laws that govern the rights and responsibilities of landlords and tenants. [17]

The Landlord Tenant Act set rules for how and when a tenant can exit a lease or claim damages against their landlord, [18] as well as how and when a landlord can evict a tenant [19] or retain a security deposit. [20] These statutes also contain some of the minimum requirements that landlords must meet with regard to the quality and safety of rental housing. [21] While some of these rights may be limited by the terms of the lease, in general, a landlord must:

- + comply with building and housing codes that materially affect health and safety (this may not be limited by the terms of the lease);
- + maintain common areas;
- + maintain electrical systems, plumbing, heating, air conditioning, ventilation, and elevators;
- + provide waste disposal receptacles (unless provided by government); and
- + supply sufficient running water/reasonable amounts of hot water/heat (lease may require that tenant is responsible for utility bills). [22]

The Landlord Tenant Act also prevents landlords from engaging in “soft evictions,” locking you out of your home without going through the appropriate legal processes, or trying to push you out by stopping electric, gas, water, or other essential services to your home. [23]

If a landlord fails to comply with the Landlord Tenant Act, a tenant can use the courts to require repairs, to terminate a lease, or seek damages.

B. Implied Warranty of Habitability

The Implied Warranty of Habitability was implemented by the Kansas Supreme Court in 1974 in the case *Steele v. Latimer*. The law requires that rental housing be fit for human habitation. [24] Specifically, the law provides that every lease of residential property contains “an implied warranty ... that the premises are habitable and safe for human occupancy in compliance with the pertinent code provisions and will remain so for the duration of the tenancy.” [25] Your lease cannot limit this requirement. [26] The Implied Warranty of Habitability may apply even if the danger is not specifically addressed by applicable codes. [27] While this is a powerful tool, it is a very difficult standard to meet.

A landlord who knows that conditions in a residential property make it unfit to live in must make repairs in a reasonable manner. [28] A landlord who fails to do so may be liable for breach of the implied warranty of habitability. This may provide a basis for you to use the courts to end your lease and/or seek money damages.

C. Building, Housing, and Other Relevant Codes

The building and housing codes that regulate residential housing are set by the county in which a rental property is located. This means that the codes governing your home will be determined by your county or, for Johnson County, by your city. Below is a brief summary of the code provisions in Wyandotte County relevant to common healthy housing issues, as well as information on Johnson County. Other code provisions may be relevant to your specific circumstances. Most county codes are available online at: <https://library.municode.com/ks>.

As discussed in Section VI, if you believe there is a code violation in your home, you can report that violation to your county building department and request an inspection. If an inspector finds a violation, they will send a notice to your landlord and require that the problem be fixed. Some violations can also form the basis for a lawsuit. Note that tenants suffering from asthma due to environmental conditions may have additional remedies under disability laws.



Image: Wyandotte County

1. Wyandotte County

State codes can be difficult to navigate. This is made more complex by the fact that Wyandotte County adopted the 2018 International Property Maintenance Code (“2018 International Code” or “2018 IPMC”) almost, but not completely, in full. [29] The County made line-item amendments to the 2018 International Code, listing them in § 8-432(c) of the Wyandotte County Code. One must search, review, and compare two different code documents to determine the law.

The Code is organized into Chapters (Ch.), Articles (Art.), and Sections (§). Article numbers are used to organize the Code, but will not be listed in written references to it. | Ex.: Wyandotte County Code § 17-35(e)(1) refers to Ch. 17, Art. II, Section 35, Paragraph (e)(1).

The 2012 International Code is organized into Chapters, Sections (§), and Subsections. | Ex.: 2012 International Code § 504.1 = Chapter 5, Section 504, Subsection 1.

Wyandotte County Code: <https://library.municode.com/ks>

2012 International Code: <https://ia800304.us.archive.org/9/items/gov.law.icc.ipmc.2012/icc.ipmc.2012.html>

A. *Lead.* Wyandotte County primarily regulates lead exposure through its Health and Sanitation Code and Property Maintenance Code.

- + **Health and Sanitation Code.** A landlord may not lease a residential unit with chipping lead paint on an exposed surface. [30] These are not housing codes, and therefore are *not* covered by the Landlord Tenant Act. However, the Public Health Department has the power to enter the rental unit, determine if there is a lead risk, and order your landlord to fix it. [31] A landlord's failure to comply with the order in a reasonable time constitutes a misdemeanor, punishable by up to 6-months in prison and/or a \$500 fine. [32] A landlord may not retaliate against a tenant who makes a lead paint complaint. This includes prohibitions in rent increases, changed obligations, harassment, eviction (threatened or actual), or decreased services. [33]

- + **Property Maintenance Code.** Inside a home, any chipped or flaking paint must be repaired, removed, or covered. [34] For the outside of a home, if more than 25% of any surface is chipping, peeling, or flaking, it must be fixed. [35] These housing codes *are* covered by the Landlord Tenant Act and can be the basis of a private lawsuit. [36] In addition, if after an inspection and notice of violation, a landlord's failure to make repairs as required is considered a public offense, punishable by \$100–\$2,500 in fines and/or imprisonment of up to 6-months. [37]

- + **Lead in Water or Soil.** Lead in water or soil is not addressed by applicable codes. If you have young children and confirmed lead in your water pipes or yard, you can attempt to bring a Warranty of Habitability Action. But this is unlikely to be successful except in the most extreme of circumstances. Please use the suggestions discussed in Section II.A to reduce the hazards to you and your family. National Primary Drinking Water Regulations by the EPA [can be found at this link](#). [38] In 2024, the EPA lowered recommended screening levels and strengthened guidance for investigating and cleaning up lead-contaminated soil in residential areas where children live and play. Information regarding this change is [available at this link](#). [39]

B. Mold. The code addresses mold issues indirectly through leaks and moisture. This means that the building codes will require your landlord to fix the underlying issues, but will *not* require your landlord to remediate the mold itself. Other tactics must be used for that purpose. This is what the codes require:

- + **Plumbing.** All plumbing fixtures and water supply systems shall be kept free from leaks and defects. [40] If the plumbing causes a hazard to tenants due to improper installation, deterioration, or damage, the code official should order the landlord to repair it. [41]
- + **Exterior Walls.** Exterior walls with holes, cracks, breaks, or loose/rotting conditions are “unsafe conditions” that must be repaired or replaced. [42] Exterior walls must be weatherproof. [43]
- + **Roofing.** Defective roofs that admit rain or that have inadequate drainage are “unsafe conditions” that must be repaired or replaced. [44] Roofs and flashing must be sound, tight, and not admit rain. [45] Roof drainage must prevent dampness or deterioration of the inner walls of your home. [46]
- + **Windows & Door Frames.** Failure to keep windows and doors water resistant is an “unsafe condition” that must be repaired or replaced. [47] Windows, skylights, and door frames must be kept in sound condition and weather tight. [48]

C. Pests. Landlords are responsible for ensuring that your home is free from insects, rats, vermin, or other pests *before* you move in. [49] They also must install insect screens on any exterior doors and windows needed to ventilate bedrooms, kitchens, and dining rooms. [50] During the course of your lease, your landlord is also responsible for infestations caused by defects in the structure of the building, [51] and for keeping the common and exterior areas of multifamily buildings pest-free. [52] In single-unit homes, tenants are responsible for keeping any area that they occupy or control—interior and exterior—free of pests. [53] In apartments and other multi-unit homes, tenants and landlords are jointly responsible for preventing infestations in the occupied unit. [54] When the problem stems from conditions outside your unit, the landlord is responsible. [55]

D. Heat. Your landlord must provide you with a functional heating appliance that will keep your home at or above 65° or 68°; ovens or unvented fuel-burning space heaters are not sufficient. [56] And if landlords either state or imply that they will provide heat, they must provide enough heat to keep you at or above 65° or 68°, except when extreme weather circumstances make it impossible. [57]

E. Energy Efficiency. There is no specific provision that requires energy expenses be kept at a reasonable level. However, as discussed with respect to mold, building codes require your windows, doors, walls, and roof be weather tight. To the extent you are losing heat or air conditioning through holes or cracks, consider using these provisions to your advantage.

F. Functional Appliances. All mechanical appliances, cooking appliances, and water heaters must be functional and safe. [58]



Image: Johnson County

2. Johnson County

Johnson County does not have a universal code system. It is governed on city by city basis. Most (*but not all*) cities have adopted the 2018 International Property Maintenance Code (“2018 International Code” or “2018 IPMC”). Individual cities then made their own additions, deletions, or amendments to the Code. To understand the governing law, you must first find the provision that applies to your situation in the applicable International Property Maintenance Code, then review the building code for your City to determine what law applies to you. Interpreting these codes is difficult, but possible. Coffee and detailed notes are recommended.

Below, we summarize some important provisions from the 2018 International Code, and then provide assistance in locating the amendments for various cities. ***Be sure to check the building codes for your City to see what, if any, changes it made to these international standards.*** If your building code is not available online, you may have to physically visit your local building division to view a copy of it.

The 2018 International Code is organized into Chapters, Sections (§), and Sub-sections. *Ex.: 2018 International Code § 304.19 = Chapter 3, Section 304, Sub-section 19.* Available at: <https://codes.iccsafe.org/content/Ipmc2018>.

A. Lead.

- + **Lead Paint.** Peeling, flaking, and chipping paint on the interior or exterior surfaces, including walls, doors, door frames, window frames, porches, decks, trim, and fences must be eliminated and repainted. [59]
- + **Lead in Water or Soil.** Lead in water or soil is not addressed by applicable codes. If you have young children and confirmed lead in your water pipes or yard, you can attempt to bring a Warranty of Habitability Action. But this is unlikely to be successful except in the most extreme of circumstances. Please use the suggestions discussed in Section II.A to reduce the hazards to you and your family.

B. Mold. Mold issues are addressed indirectly through leaks and moisture. This means that the building codes will require your landlord to fix the underlying issues, but will not require your landlord to remediate the mold itself. Other tactics must be used for that purpose. This is what the code requires:

- + **Plumbing.** All plumbing fixtures and water supply systems shall be kept free from leaks and defects. [60] If the plumbing causes a hazard to tenants due to improper installation, deterioration, or damage, the code official should order the landlord to repair it. [61]
- + **Exterior Walls.** Exterior walls with holes, cracks, breaks, or loose/rotting conditions are “unsafe conditions” that must be repaired or replaced. [62] Exterior walls must be weatherproof. [63]

B. Mold (continued).

- + **Roofing.** Defective roofs that admit rain or that have inadequate drainage are “unsafe conditions” that must be repaired or replaced. [64] Roofs and flashing must be sound, tight, and not admit rain. [65] Roof drainage must prevent dampness or deterioration of the inner walls of your home. [66]
- + **Windows & Door Frames.** Failure to keep windows, doors, and skylights water resistant or water tight is an “unsafe condition” that must be repaired or replaced. [67] Windows, skylights, and doors, as well as their surrounding materials, must be weather resistant and water tight. [68]

C. Pests. Landlords are responsible for ensuring that your home is free from insects, rats, vermin, or other pests *before* you move in. [69] They also must install insect screens on any exterior doors and windows needed to ventilate bedrooms, kitchens, and dining rooms. [70] During the course of your lease, your landlord is also responsible for infestations caused by defects in the structure of the building, [71] and in multifamily buildings, keeping common and exterior areas pest-free. [72] For single-unit homes, tenants are otherwise responsible for keeping any area that they occupy or control—interior and exterior—free of pests. [73] In apartments and other multi-unit homes, tenants and landlords are jointly responsible for preventing infestations in the occupied unit. [74] When the problem stems from conditions outside your unit, the landlord then becomes solely responsible. [75]

D. Heat. Your landlord must provide you with a functional heating appliance that will keep your home at or above 65° or 68°; ovens or unvented fuel-burning space heaters are not sufficient. [76] And if landlords either state or imply that they will provide heat, they must provide enough heat to keep you at or above 65° or 68°, except when extreme weather circumstances make it impossible. [77]

E. Energy Efficiency. There is no specific provision that requires energy expenses be kept at a reasonable level. However, as discussed above with respect to mold, building codes require your windows, doors, walls, and roof be weather tight. To the extent you are losing heat or air conditioning through holes or cracks, consider using these provisions to your advantage.

F. Functional Appliances. All mechanical appliances, cooking appliances, and water heaters must be functional and safe. [78]

G. Amendments to the 2018 International Code for Selected Cities in Johnson County. Please visit the websites listed below to view the codes that apply to your City. For the Cities that did not adopt the 2018 International Code, we also provide information on the Code that applies to you.

- + **De Soto: Chapter IV, Article 2 of the Code of the City of De Soto.**
<http://desotokansas.citycode.net/index.html#!articleBuildingCode>
- + **Fairway.** The laws differ from the other Cities listed herein, as it has adopted the 2000 International Property Maintenance Code.

2000 International Code

https://spartami.org/documents/International_Property_Maintenance_Code_v5Hnm.pdf

Fairway's Amendments. Chapter 6, Article III, Fairway Code of Ordinances
https://library.municode.com/ks/fairway/codes/code_of_ordinances?nodeId=CH6HESA_ARTIIIIPRMA_S6-52ADPRMACO

- + **Gardner.** Enacted 2018 International Code with no substantive amendments [79]
- + **Leawood.** Chapter VIII, Article 5, Section 501 of the Leawood City Code
<https://leawood.org/leawood-city-code/>
- + **Lenexa.** Title 4, Chapter 8, Article D of the Lenexa City Code & Policies
<http://online.encodeplus.com/regs/lenexa-ks/doc-viewer.aspx#secid--1>
- + **Merriam:** Chapter 11, Article III, Section 11-64, Merriam Code of Ordinances
<https://online.encodeplus.com/regs/merriam-ks/doc-viewer.aspx?secid=403#-secid-403>
- + **Mission.** Title V, Chapter 500, Article IX of the Mission City Code
<https://ecode360.com/28337010>
- + **Mission Hills:** Online code unavailable; copy should be on file at City Hall
- + **Overland Park.** Title 7, Section 7.25, Overland Park Kansas Municipal Code
<http://online.encodeplus.com/regs/overlandpark-ks/doc-viewer.aspx#secid--1>
- + **Prairie Village:** Chapter VII, Article 2, Section 202, Prairie Village Code
<https://www.pvkansas.com/home/showpublisheddocument/11719/637539097106900000>
- + **Roeland Park:** Chapter IV, Article 8 of the Code of City of Roeland Park
https://library.municode.com/KS/roeland_park/codes/code_of_ordinances?nodeId=CHIVBUCO_ART8INPRMACO
- + **Shawnee:** Title 15, Chapter 15.20 of the Shawnee, Kansas Code of Ordinances
https://library.municode.com/ks/shawnee/codes/code_of_ordinances?nodeId=CD_TIT15BUCO_CH15.20INPRMACOAD
- + **Spring Hill:** Laws differ from the other cities listed herein, as it has adopted the 2006 International Property Maintenance Code.

2006 International Code

<https://felton.delaware.gov/files/2015/03/International-Property-Maintenance-Code.pdf>

Spring Hill Amendments: Amendments, if any, could not be located online. Check with your local City Hall.

V. COMMUNICATION WITH YOUR LANDLORD

The first step in advocating for your rights is simple: Ask your landlord to make the repairs.

A. First Request for Repair

When you discover an unsafe condition in your home, send a letter or email to your landlord asking that they make repairs. These are written records and should be kept for reference. If you have a landlord and management company, send it to both of them. Describe the problem clearly, and include pictures or video if you think it would be helpful. Include the date that the issue began and describe possible consequences (health concerns, fire risk, mold growth, etc.) if the problem is not corrected. Ask that the landlord get back to you in a specific amount of time (5 days; less if an emergency). ***Be sure to keep a copy of the communication for your records.***

B. Follow-Up Communication

If the landlord does not get back to you or does not repair the problem as promised, don't give up. It is time for letter/email number two. This communication should repeat the prior issues and describe how the landlord failed to act appropriately. State all relevant dates (I first contacted you about these concerns on DATE, you said that you would make the repairs on DATE, etc.). Include any additional information, describing if the problem is worsening or causing harm to you or your family. ***Be sure to keep a copy of the communication for your records.*** It may now be time to consider alternate remedies. If it is available where you live, an inspection is a good next step.

Sample Letter

LANDLORD / MANAGER NAME
ADDRESS

DATE

Dear *LANDLORD / MANAGER*

I am a tenant at *ADDRESS*, and am writing to request the following repairs: (1) ____, (2) ____, (3) ____. I first discovered these problems on *DATE*. If these conditions are not fixed (*DESCRIBE EFFECTS OF PROBLEM*).

(*DESCRIBE ANY PREVIOUS WRITTEN OR VERBAL COMMUNICATIONS ON THE ISSUE WITH DATES.*)

Please make these repairs as soon as possible. I ask that you contact me at *PHONE/EMAIL* within 5 business days to make arrangements.

Thank you,
SIGNATURE
PRINTED NAME

C. Retaliation Prohibition

A landlord may not retaliate against you by increasing your rent or decreasing services because you requested that they make repairs. [80]
If you think your landlord has retaliated against you, contact legal services to determine your options.

VI. INSPECTIONS

Many areas in and around Kansas City provide housing inspections, free of cost, to ensure landlords are providing safe housing that complies with building codes.

Inspections are very helpful. Given the risks involved (potential for fines, loss of rental license, or worse), landlords are less likely to ignore inspectors' demands. In addition, you can use an inspector's findings as evidence if you need to take your landlord to court.

A. How to Request an Inspection

The types of inspections available depend on where you live. Some (but not all) areas have access to free public inspectors. Check your building department/code enforcement division to see if inspections are available in your area.

In Wyandotte County, for instance, tenants have the right to a home inspection from the Rental Licensing and Inspection program. [81] Tenants can request inspections by phone or by filing a 311 Request online. The inspectors will respond to your request and arrange a time for a site visit. *An adult (preferably the tenant) will need to be present.*

Wyandotte County Inspection Request

Phone: (913) 573-8649

Web: <https://www.wycokck.org/Departments/Neighborhood-Resource-Center/Divisions/Rental-Licensing>

B. What to Expect

1. Finding Code Violations

When an inspector arrives, they will check the interior and exterior of your home for violations of the property maintenance code. This likely will include an examination of the electrical panel, furnace, plumbing systems, and obvious structural issues. Briefly tell the inspector about your concerns so they know what to look for. Be kind and respectful to the inspector at all times and secure any pets to ensure their comfort. You want the inspector on your side.

Remember, mold is not a violation of the property maintenance code. The inspector likely will not test for it. If you are having problems with mold, point out the source of the moisture (leaking plumbing, roof, etc.). These are more likely to violate the code.

2. The Report

After completing their walk-through, the inspector will create a report that lists what they inspected and what code violations they found. The level of detail will vary by municipality or by inspector. Regardless, the report should describe the nature and location of the violations. *Tenants are not automatically provided a copy of the report. If the inspector cannot provide you with a copy on the spot, ask how you can obtain one. Be sure to keep a copy for your records.*

3. Notice to Landlord

The building inspector will provide a copy of the inspection report to the owner of your home, along with an order requiring that the code violations be fixed within a certain number of days. This exact amount will depend on the severity of the issue, the laws where you live, and the inspector's discretion. These time frames can vary significantly. Contact your local property inspector's office for more information.

4. Re-inspections and Fines

The inspector will schedule a re-inspection to ensure that your landlord fixed the code violations. [82] If landlords do not fix the violations, the inspector may give them more time, issue a fine, or even take away the landlord's rental license. [83] The timeframes for re-inspection and potential for extensions will vary depending on the facts and circumstances. Contact your local property inspector's office for more information.

Be Aware: If a landlord loses their rental license due to hazardous conditions or the failure to remedy code violations, you likely will have to vacate your home.

5. Retaliation Prohibited

A landlord may not retaliate against you by increasing your rent or decreasing services because you requested an inspection. [84] If you think your landlord has retaliated against you, contact legal services to determine your options.

VII. MEDIATION

Mediation can provide good options for resolving problems with your landlord. Mediation is, essentially, assisted negotiation, during which a neutral third party helps you and your landlord settle your differences. It provides a low cost way to creatively solve problems, often in ways that a court cannot. Mediation is voluntary. You and your landlord must both agree to participate and agree to settle your differences. If you do reach a mediated agreement, it will be put in writing, signed by you and your landlord, and create an enforceable agreement.

Mediation can occur before or after you or your landlord file suit. In Kansas City, if you do file suit, mediation will be available at the courthouse on the morning of your hearing, free of charge. If you wish to take advantage of mediation earlier in the process—something highly recommended—a list of available mediators is found in Section XI.B.

VIII. MOVING OUT

If a landlord does not voluntarily make repairs and other options have failed, you do not necessarily have to take them to Court. Kansas law provides some alternatives.

Do not terminate your lease without first consulting with legal services. Failure to follow specific requirements can result in negative consequences, including eviction, monetary damages, and harm to your credit score.

A. 14/30-Day Notice

Under certain circumstances, a tenant can notify their landlord that the lease will end in 30-days unless the unsafe housing condition is fixed within 14-days (or according to your contract). **It is *strongly* recommended that you contact legal aid before sending a 14/30 Notice.**

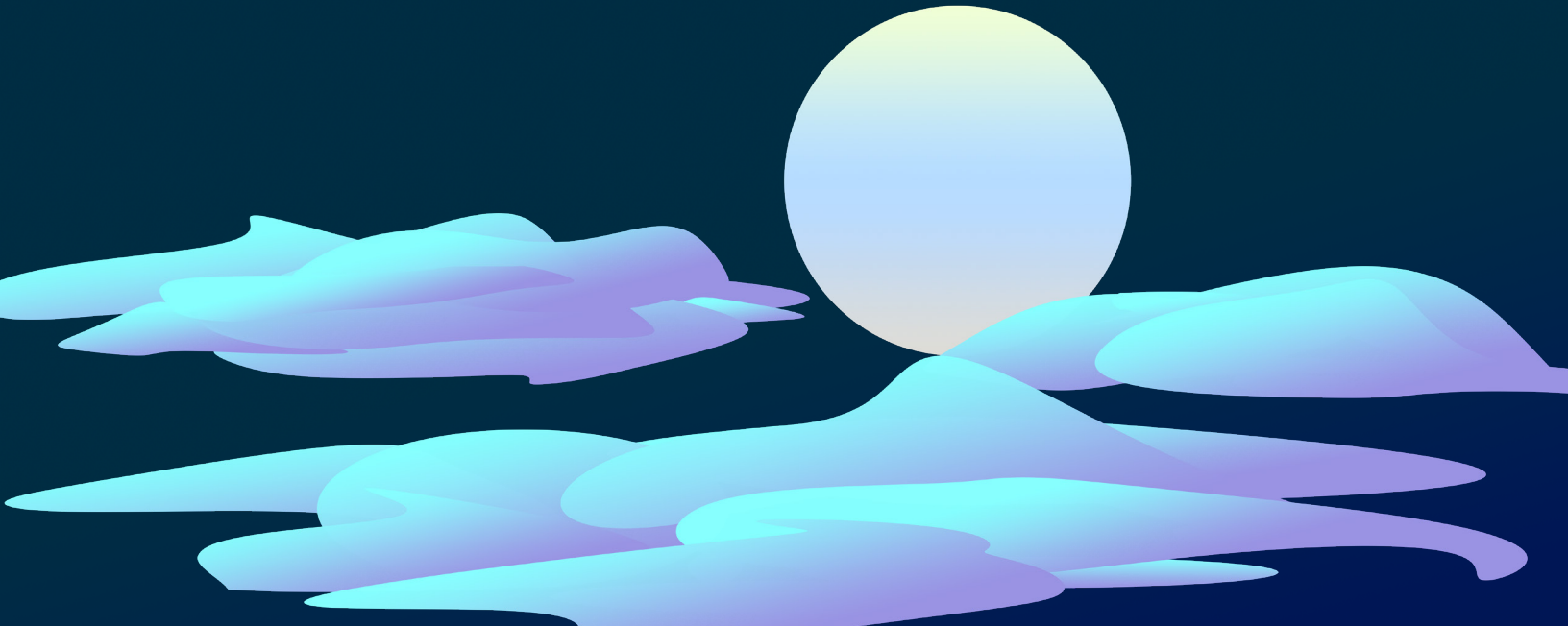
1. When This Law Applies

As a general matter, tenants may terminate a lease if:

- + a landlord is in “material noncompliance” with the lease (not just a minor or technical violation); or
- + if one of the following have a substantive effect on health/safety:
 - o violation of building or housing codes;
 - o failure to maintain common areas in multi-unit housing;
 - o failure to maintain electrical, plumbing, sanitary, heating, ventilating and air-conditioning appliances (including elevators, if applicable),
 - o failure to provide running water, reasonable amounts of hot water, and reasonable access to heat (unless the heat/hot water is supplied by tenant). [85]

Exceptions: There are exceptions to this rule, including problems outside of the landlords’ control (ex. problem with public utility) or the issue was caused by the tenant, the tenant’s guests, or the tenant’s pets. [86]

Review Kansas Statutes §§ 58-2553 & 58-2559 to see if this rule applies to you.



2. Procedural Requirements

A tenant must follow very specific requirements when sending and following through on a 14/30 notice.

30-Day Written Notice. [87] You must give your landlord written notice at least 30 days before a rent payment date. This notice must explain exactly what repairs are needed and state that the lease will end in 30 days if your landlord does not fix the problem within 14 days. [88] The deadlines are calculated based on the date your landlord receives the notice. As always, keep copies of the letter for your records.

14-Day Opportunity to Fix. If your landlord starts fixing the problem within 14 days of your notice, your lease will continue. [89]

Repeat Offender Problem. If your landlord does not finish fixing the problem or if the same problem reoccurs after the 14-day period is over, send a second notice. This time, the landlord does not get the opportunity to fix the problem. Your lease will end in 30 days. [90] For the second notice, send a modified version of the sample form provided. Title it “Second 14/30 Notice”; add a paragraph describing your prior notice and the landlord’s failure to fix, including all relevant dates; and remove references to 14-day periods since they are no longer applicable.

Be Ready to Move. If your landlord does not fix the problem, your lease will end. Make sure you are ready to move on the 30-day deadline.

Security Deposit. You are entitled to recover any unused security deposit. [91]

Additional Options. You may have other legal options, including money damages, even if you exercise your rights under a 14/30 Notice. [92] Contact your local legal aid provider for more information.

B. Week-to-Week or Month-to-Month Leases

Month-to-month and week-to-week leases are relatively easy to terminate, both for tenants and landlords. If your rental agreement does not have a fixed term (ex. 1-year), you likely have a month-to-month lease (except weekly rent payers, who have week-to-week leases). [93]

Week to Week. Landlords and tenants can terminate lease by giving written notice at least 7 days before the termination date. [94]

Month to Month: Landlords and tenants can terminate lease by giving written notice at least 30 days before the next rent due date. [95]

Before sending your termination notice, review the terms of your lease to see if there are specific requirements for the notice, and if so, follow them. Also, be sure to ask for repayment of your security deposit in the written notice. The landlord must return the unused portion of your security deposit within 30 days after termination. [96]

Sample 14/30-Day Notice

Date: _____
Landlord: _____
Property Address: _____

You have violated the rental agreement and your legal responsibilities as a landlord by:

[describe in detail the code / lease violations and requested repairs]

If the above situation is resolved within fourteen (14) days, the notice is null and void. If the situation is not corrected within fourteen (14) days of receipt or posting of this notice, I will vacate the premises within 30 days. If you have any questions or would like to discuss this matter, contact me at [phone number].

[signature]
Tenant

This notice was prepared in accordance with K.S.A. 58-2559.

IX. SPECIAL CIRCUMSTANCES

A. Discrimination

Housing discrimination—subjecting tenants to negative treatment because of their race, sex, religion, national origin, ancestry, color, disability, sexual orientation, or familial status (pregnant / have minor children)—violates state and/or federal law. Discriminatory acts can include the following:

- + charging higher rents or setting unequal lease terms for tenants in a protected class;
- + refusing to make repairs for tenants in a protected class;
- + offering inferior or different services or facilities to tenants in a protected class; or
- + refusing to show or offer properties to tenants in a protected class.

If a landlord is explicitly or implicitly discriminating against you because of your membership in a protected class, you may have other legal options available to you. These issues are outside the scope of this guide. Please reach out to legal services for more information.

B. Americans with Disabilities Act

Environmental hazards in the home can amplify or lead to new disabilities. If you or a member of your family has a disability that is affected by conditions in your home, you may have additional legal options available to you.

These issues are outside the scope of this guide. Please reach out to legal services for more information.

C. Public Housing

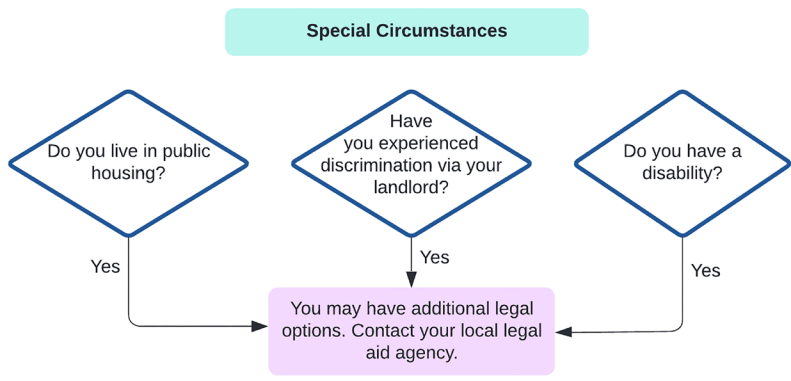
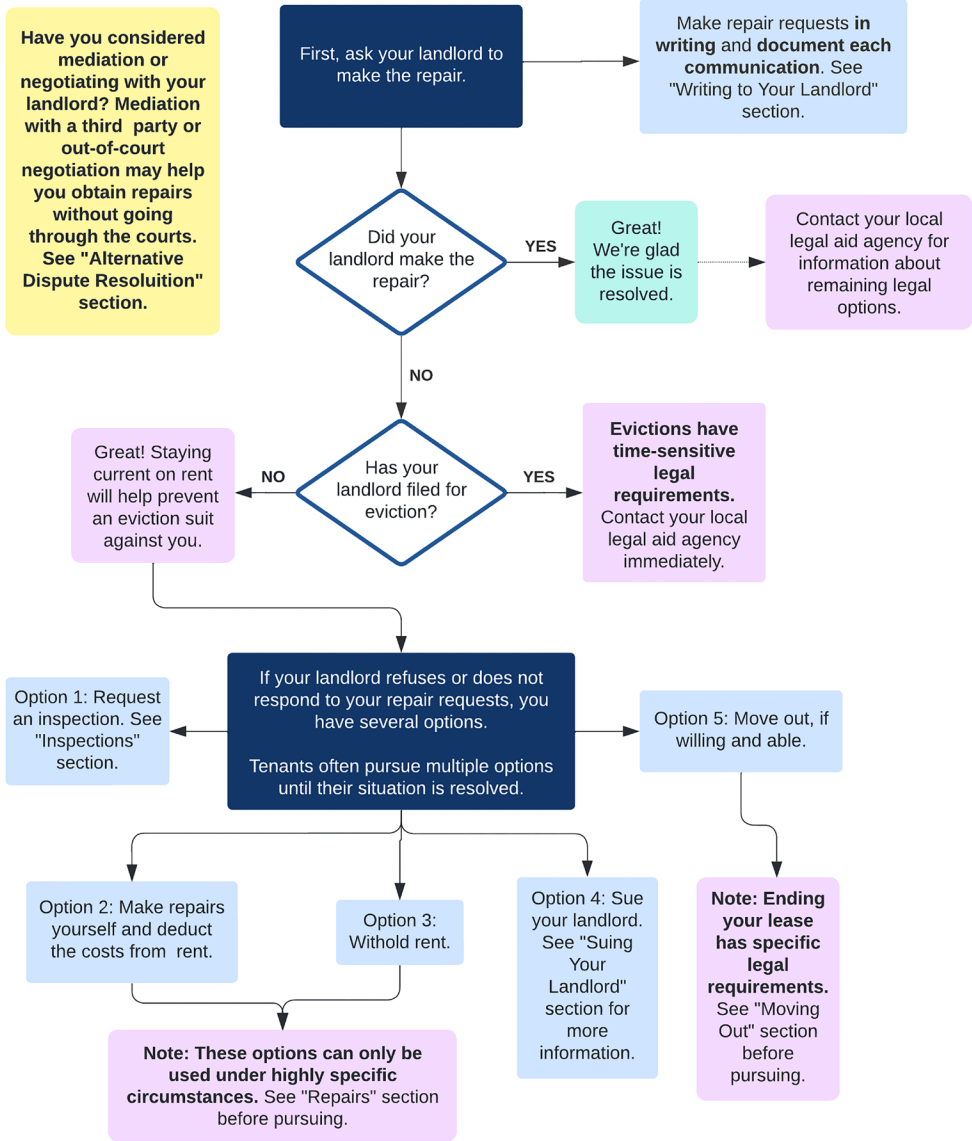
Tenants living in federally assisted housing, including Section 8, may have additional rights and remedies. These issues are outside the scope of this guide. Please reach out to legal services for more information.



X. SUMMARY: A TENANT'S GUIDE TO REPAIRS

Protecting your right to safe and healthy housing can be a complicated process. This decision-tree provides a broad overview of the most common issues and remedies faced by tenants.

A Tenant's Guide to Repairs in Kansas City, Missouri



XI. AVAILABLE RESOURCES*

A. Rental & Utility Assistance

Kansas City, Kansas Housing Authority. Detailed list of resources for rental, utility, and assistance; provides housing for people with low to moderate income.

Website: <https://www.kckha.org/rental-utility-assistance/>

Phone: (913) 281-3300

Metro Lutheran Ministry. Provides emergency funding for rent and utilities.

Web: <https://mlmkc.org/program/rent-utility-assistance/>

Phone: Varies by location, see website.

B. Mediation

Center for Conflict Resolution. Provides mediators for landlord-tenant disputes, using a sliding scale fee scale to ensure their services are available to all.

Website: <https://www.ccrkc.org/>

Phone: (816) 461.8255

Midwest ADR. Provides mediators to resolve civil disputes, including landlord-tenant matters.

Website: <https://www.midwestadrkcllc.com/restorative-justice-for-housing>

Phone: (816) 221-7600

Kansas Housing. Provides dispute resolution for tenants living in Section 8 housing or developments that receive tax credits

Website: <https://kshousingcorp.org/renters/file-a-tenant-complaint/>

Phone: (800) 752-4422

C. Legal Resources

Kansas Legal Services. Provides free legal services to tenants who cannot afford an attorney. A fantastic organization whose only purpose is to help.

+ ***Kansas Tenant Handbook & Guide***

<https://www.kansaslegalservices.org/topics/137/landlord-tenant>

+ ***Application for Legal Assistance***

<https://www.kansaslegalservices.org/node/809/online-application>

Phone: (800) 723-6953

+ ***Free Legal Forms***

<https://www.kansaslegalservices.org/node/785/free-legal-forms>

+ ***Eviction Information***

<https://www.kansaslegalservices.org/topics/136/evictions>

+ ***Fair Housing Assistance***

<https://www.kansaslegalservices.org/node/136/fair-housing-assistance>

+ ***Tenant's Rights & Responsibilities Toolkit, Wyandotte County, KS Community Health Improvement Plan (CHIP) Safe and Affordable Housing***

https://www.kansaslegalservices.org/sites/kansaslegalservices.org/files/WYCO%20Tenant%27s%20Rights%20and%20Responsibilities%20Toolkit_0.pdf

Kansas Courts. Provides basic legal information on the eviction process.

Website: <https://kscourts.gov/Public/Eviction-Resources>

Wyandotte County Court Self Help Center. Provides assistance to people representing themselves in court. The office is usually staffed by two court clerks, one of whom speaks Spanish. On Wednesdays (9am–4pm) an attorney from Kansas Legal Services will be there to provide legal advice or help filling out forms.

Phone: (913) 573-2813

Address: Wyandotte County District Court, 710 N 7th St, Kansas City, KS 66101 (3rd floor, between Divisions 4 & 5)

Resources: https://www.wycodistrictcourt.org/files/ugd/f80b58_1ce637f-6679149fc950f925a03e44363.pdf

D. Other Resources

Kansas City Tenants Union. Citywide union that works to ensure that KC residents have access to safe and affordable housing.

Website: <https://kctenants.org/>

Phone: (816) 533-5435

XII. REFERENCES

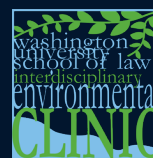
- [1] Interdisciplinary Environmental Clinic, Environmental Racism in St. Louis at 6, <https://www.environmentalracismstl.com>.
- [2] *Id.*
- [3] CDC, Childhood Lead Poisoning Prevention, <https://www.cdc.gov/lead-prevention/prevention/paint.html>.
- [4] *Id.*
- [5] *Id.*
- [6] *Id.*
- [7] EPA, *A Consumer Tool for Identifying Point of Use Drinking Water Filters Certified to Reduce Lead*, https://www.epa.gov/sites/default/files/2018-12/documents/consumer_tool_for_identifying_drinking_water_filters_certified_to_reduce_lead.pdf.
- [8] CDC, Childhood Lead Poisoning Prevention, <https://www.cdc.gov/lead-prevention/prevention/paint.html>.
- [9] EPA, Asthma Triggers: Gain Control, <https://www.epa.gov/asthma/asthma-triggers-gain-control>; American Lung Ass'n, Reduce Asthma Triggers, <https://www.lung.org/lung-health-diseases/lung-disease-lookup/asthma/living-with-asthma/managing-asthma/reduce-asthma-triggers>.
- [10] CDC, Asthma, <https://www.cdc.gov/healthyschools/asthma/index.htm>; CDC, Learn How to Control Asthma, <https://www.cdc.gov/asthma/about/>.
- [11] CDC, Mold, <https://www.cdc.gov/mold-health/about/index.html>.
- [12] National Heart, Lung, and Blood Institute (NHLBI), National Asthma Education and Prevention Program. Guidelines for the Diagnosis and Management of Asthma, Expert Panel Report-3. https://www.nhlbi.nih.gov/sites/default/files/media/docs/asthgdln_1.pdf.
- [13] CDC, Mold, <https://www.cdc.gov/mold-health/about/index.html>.
- [14] CDC, Mold, <https://www.cdc.gov/mold-health/about/index.html>; EPA, A Brief Guide to Mold, Moisture, and Your Home, <https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home>.
- [15] Kansas Community Action Agencies, <https://kshousingcorp.org/wp-content/uploads/2021/05/Kansas-CSBG-Program-Areas-Served-050521.pdf>.
- [16] Kansas Weatherization Assistance Program, <https://kshousingcorp.org/home-owners/weatherization-assistance/>.
- [17] Kansas Residential Landlord & Tenant Act, Kansas Statutes §§ 58-2540 through 58-2573.
- [18] Kan. Stat. § 58-2559.
- [19] Kan. Stat. § 58-2564.
- [20] Kan. Stat. § 58-2550.
- [21] Kan. Stat. § 58-2553.
- [22] Kan. Stat. § 58-2553(a).
- [23] Kan. Stat. § 58-2563.
- [24] *Steele v. Latimer*, 214 Kan. 329 (1974).

- [25] *Steele*, 214 Kan. at 329.
- [26] *Jackson v. Wood*, 11 Kan. App. 2d 478, 483 (1986) (housing standards must be incorporated into leases, creating an absolute and non-delegable duty to repair).
- [27] Kansas Pattern Jury Instructions – Civil § 126.32 (notes on use).
- [28] *Jackson*, 11 Kan. App. 2d at 483–84 (landlord who knows or reasonably should have known of a defect in the heating system or ventilation must fix it).
- [29] Wyandotte County Code §§ 8-431(a), 8-432(c).
- [30] Wyandotte County Code § 17-35(e)(1).
- [31] Wyandotte County Code § 17-31.
- [32] Wyandotte County Code § 17-35(g).
- [33] Wyandotte County Code § 17-35(f).
- [34] 2018 International Property Maintenance Code § 305.3.
- [35] Wyandotte County Code § 8-432(c) (amending 2018 International Property Maintenance Code § 304.19).
- [36] *O’Neill v. Dunham*, 41 Kan. App. 2d 540, 552 (2009).
- [37] Wyandotte County Code § 8-431(c).
- [38] United States Environmental Protection Agency, <https://www.epa.gov/sdwa/drinking-water-regulations-and-contaminants>.
- [39] United States Environmental Protection Agency, <https://www.epa.gov/newsreleases/biden-harris-administration-strengthens-safeguards-protect-families-and-children-lead>.
- [40] 2018 International Property Maintenance Code §§ 504.1 & 505.3.
- [41] 2018 International Property Maintenance Code § 504.3.
- [42] 2018 International Property Maintenance Code § 304.1.1(7).
- [43] 2018 International Property Maintenance Code § 304.6. *See also* Wyandotte County Code § 8-432(c) (amending 2018 International Property Maintenance Code § 304.19).
- [44] 2018 International Property Maintenance Code § 304.1.1(8).
- [45] Wyandotte County Code § 8-432(c) (amending 2018 International Property Maintenance Code § 304.7).
- [46] Wyandotte County Code § 8-432(c) (amending 2018 International Property Maintenance Code § 304.7).
- [47] 2018 International Property Maintenance Code § 304.1.1(4).
- [48] 2018 International Property Maintenance Code § 304.13. *See also* Wyandotte County Code § 8-432(c) (amending 2018 International Property Maintenance Code § 304.19).
- [49] 2018 International Property Maintenance Code §§ 202, 309.1, 309.2.
- [50] Wyandotte County Code § 8-432(c) (amending 2018 International Property Maintenance Code § 304.14). This only applies from April 1-November 1.
- [51] 2018 International Property Maintenance Code § 309.5.
- [52] 2018 International Property Maintenance Code § 309.4.
- [53] 2018 International Property Maintenance Code §§ 309.1, 309.3; Wyandotte County Code § 8-432(c) (amending 2012 International Property Maintenance Code § 302.5).
- [54] 2018 International Property Maintenance Code § 309.5.
- [55] 2018 International Property Maintenance Code § 309.4.
- [56] 2018 International Property Maintenance Code §§ 602.1 & 602.2.
- [57] Wyandotte County Code § 8-432 (amending 2018 International Property Maintenance Code § 602.3). The required temperature depends on the average monthly temperature.

- [58] 2018 International Property Maintenance Code § 603.1.
- [59] 2018 International Property Maintenance Code §§ 304.2 & 305.3.
- [60] 2018 International Property Maintenance Code §§ 504.1 & 505.3.
- [61] 2018 International Property Maintenance Code § 504.3.
- [62] 2018 International Property Maintenance Code § 304.1.1(7).
- [63] 2018 International Property Maintenance Code § 304.6.
- [64] 2018 International Property Maintenance Code § 304.1.1(8).
- [65] 2018 International Property Maintenance Code § 304.7.
- [66] 2018 International Property Maintenance Code § 304.7.
- [67] 2018 International Property Maintenance Code § 304.1.1(4).
- [68] 2018 International Property Maintenance Code §§ 304.2 & 304.13.
- [69] 2018 International Property Maintenance Code §§ 202, 309.1, 309.2.
- [70] 2018 International Property Maintenance Code § 304.14. This only applies during certain months.
- [71] 2018 International Property Maintenance Code § 309.5.
- [72] 2018 International Property Maintenance Code § 309.4.
- [73] 2018 International Property Maintenance Code §§ 302.5, 309.1, & 309.3.
- [74] 2018 International Property Maintenance Code § 309.5.
- [75] 2018 International Property Maintenance Code § 309.4.
- [76] 2018 International Property Maintenance Code §§ 602.1 & 602.2.
- [77] 2018 International Property Maintenance Code § 602.3. The required temperature depends on the average monthly temperature.
- [78] 2018 International Property Maintenance Code § 603.1.
- [79] Gardner Municipal Code § 15.35.020.
- [80] Kan. Stat. § 58-2572(a)(2).
- [81] Wyandotte County Code § 19-234.
- [82] *E.g.*, Wyandotte County, Rental Licensing Inspection, Landlord Info, <https://www.wycokck.org/files/assets/public/neighborhood-resource-center/documents/landlord-brochure.pdf>.
- [83] Wyandotte County Code §§ 19-240 & 19-241.
- [84] Kan. Stat. § 58-2572(a)(1).
- [85] Kan. Stat. §§ 58-2559(a) & 58-2553(a).
- [86] Kan. Stat. § 58-2553(a), (a)(1).
- [87] Sample letter created by the City of Salina, Kansas. <https://www.salina-ks.gov/media/Community%20Development/Community%20Relations%20Division/Tenant/14%2030%20DAY%20NOTICE%20from%20Tenant.pdf>.
- [88] Kan. Stat. § 58-2559(a).
- [89] Kan. Stat. § 58-2559(a)(1).
- [90] Kan. Stat. § 58-2559(a)(1).
- [91] Kan. Stat. § 58-2559(c).
- [92] Kan. Stat. § 58-2559(b).
- [93] Kan. Stat. § 58-2545(d).
- [94] Kan. Stat. § 58-2570(a).
- [95] Kan. Stat. § 58-2570(b).
- [96] Kan. Stat. § 58-2550(b).



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