



City Council Committee Meeting Notice

CITY COUNCIL
City Hall, 215 SE 7th Street, Suite 255
Topeka, KS 66603-3914
Tel: (785) 368-3710
www.topeka.org

Committee: Public Health & Safety
Meeting Date: November 15, 2023
Time: 1:00pm
Location: City Hall 1st Floor Conference Room; 215 SE 7th Street (*virtual attendance option also available*) Due to ongoing construction in the building, the meeting will not be livestreamed. (Per Governing Body Rule 8.13)

Agenda:

1. Call to Order
2. Approve June 21, 2023 Meeting Minutes
3. Changing Our Culture of Property Maintenance
 - a. Action/Marketing/Mowing Team
 - i. Mowing Program - Updates
 - ii. CoCPM Webpage and Quarterly Report Demonstrate
 - b. Policy Teams
 - i. Municipal Court and Legal - LLC & Retaliation - Brief Update
 - ii. Property Maintenance
 1. PMU Inspector
 2. Housing Navigator
 3. Property Maintenance - Housing SOP and Handouts
 - iii. Vacant Properties - Team, Work Plan
4. Other Reports
5. Adjourn; Next meeting January 3, 2024, with intent to report to Governing Body January 16, 2024.

STAFF REQUESTED: Monique Glaude, Gretchen Spiker, Judge Karan Thadani, Amanda Stanley, John Schardine, Wendi Rieb, Liz Toyne

COMMITTEE MEMBERS: Karen Hiller (Chair) - District 1
Christina Valdivia-Alcalá - District 2
Brett Kell - District 5
Spencer Duncan - District 8

Contact: Liz Toyne, City Council Assistant 785-368-3710

***In person and virtual attendance options are available. Please contact the Council office by 5:00pm the day prior to meeting to request the Zoom link. ***



CITY OF TOPEKA

John Schardine, Director, Property Maintenance Unit
Holliday Building, 620 SE Madison St.
Topeka, KS 66603

jschardine@topeka.org
Tel: 785-368-3170
www.topeka.org

To: File

From: John Schardine, PMU Director

Subject: Changes made to the PMU Inspector I JD

Date: 10/19/2023

After reviewing the previous Property Maintenance job description on file, I intended to mold the Property Maintenance Inspector job description to attract candidates with a skill set promoting customer service and proficiency in data entry. Karen Black submitted the following recommendation.

Recommendation Eight: Update Job Descriptions for Inspectors to Lower Turnover and Improve Customer Service Skills, Hire A Housing Navigator, and Consider an Additional Support Staff Member. Page 44

Update inspector job description. Job descriptions for code enforcement inspectors have changed over the years in many cities. In the past, the goal was to find a professional with significant expertise in building codes and construction. Little emphasis was placed on their customer service skills. As the construction industry saw extraordinary demand and local governments had difficulty competing with the private market for individuals with construction experience, many cities began recruiting individuals with good customer service skills and training them to understand codes. While these individuals may not have the expertise to inspect new wiring installation within a house, they can identify exterior conditions such as vehicles, weeds, and sanitation violations that comprise 80% of the inspector's current work. Topeka will benefit significantly from updating its job description to recruit and train a new generation of enforcement personnel that are both people-oriented and demographically representative of the communities they serve.

Amendments to the job description include –

- I added a more robust description of duties performed, including collaboration requirements with community partners and City staff to address the community's chronic health and safety issues.



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- Implementation of anti-blight strategies requirement
- Acknowledgment that the inspector must be able to properly learn and apply city codes, building codes, and state statutes to bring property into compliance.
- I deleted the two years of construction-related science as a requirement.
- I deleted the certification requirement from KACE within 12 months and extended it to 24 months.
- I added the requirement of one year of customer service experience.
- Proficient in computer word processing, database entry, case management, and iPad experience preferred.

Changes to the new job description were posted in April of 2023. As of August, of this year, I had 28 applicants applying for this Inspector I position.

Respectfully, submitted.

CITY OF TOPEKA

POSITION DESCRIPTION

TITLE: Property Maintenance
Inspector I

DEPARTMENT: ~~Neighborhood Relations–~~
Police Department

DIVISION: ~~Support Services~~
Property Maintenance Unit

REPORTS TO: Property Code Services Manager
Property Maintenance Field Supervisor

INCUMBENT:

FULL-TIME: Yes

CLASSIFICATION: Property Maintenance
Inspector I

GRADE: ~~K13~~ K18

DATE: ~~September 2015~~
April 2023

FLSA STATUS: Non Exempt

POSITION #: ~~4039~~ 4040

PART-TIME: No

JOB SUMMARY STATEMENT:

~~This entry-level position performs technical work in the area of property maintenance ordinances and learns the basics of code enforcement for the removal of nuisance items such as trash, junked vehicles, weeds and graffiti and application of the rules of City codes, state statutes and the U.S. Constitution. This class is normally supervised by the Manager of Inspection Services with work reviewed for results achieved.~~

This position is highly technical in nature and design to ensure property owners and city residents are complying with applicable property maintenance local, state and federal laws. This includes nuisance, weeds and housing issues and unsafe structure ordinances. This position works with neighborhood organizations, property owners, residents and businesses to become more self-reliant and proactive in neighborhood preservation. This position works in conjunction with community police officers and school resource officers when necessary. The incumbent participates in implementing anti-blight strategies including maintenance of residential structures, rehabilitation of vacant structures, demolition of abandoned structures and works on special assignments and difficult cases as assigned. Nuisance caseload includes trash, debris, brush, harborage, inoperable vehicle and weed violations.

The Property Maintenance Inspector II will become knowledgeable with city codes, building codes and standards, state statutes and the U.S. Constitution. The work involves on-site inspections primarily of residential structures and commercial properties in response to complaints from the public, other departments and agencies and personal observation. The Property Maintenance Inspector II must be able to properly interpret and implement the legal requirements of their duties with an emphasis on voluntary compliance. The position participates in team efforts, educational meetings and workshops with the public and other city employees. The incumbent will work under the supervision of the Field Supervisor with work reviewed for results achieved.

DUTIES AND RESPONSIBILITIES:

1. Conducts on-site inspections of residential and commercial properties to insure compliance with applicable property maintenance laws and codes. in response to complaints from the public, and other department and agencies, and personal observation.
- ~~2. Assists and supports neighborhood organizations, property owners, residents and businesses in becoming more self-reliant and proactive in neighborhood preservation. The incumbent with participate in meetings and workshops to educate the public, NIA groups and other city employees regarding housing code regulations, preventative maintenance and anti-bligh strategies~~
- ~~2.3. Job duties will include: Interpretation of base maps, written and photo documentation of complaints; documentation of inspections and telephone conversations in log form; proper maintenance of case files and database entry; obtaining inspection and abatement warrants; and research of property ownership records. The employee is required to be knowledgeable in the use of due process and search and seizure requirements.~~
- ~~3.4. Learns the basics of code enforcement for the removal of nuisance items such as trash, junked vehicles, weeds and graffiti. Maintains a comprehensive database with cases which follow a strict guideline. Conduct case management in accordance with current Standard Operating Procedures, city ordinances and state statutes.~~
4. ~~Enforces local smoking ordinances and applicable ordinances concerning animals and poultry.~~
5. Prepares for and participates in administrative office hearings and legal proceedings in municipal or district court as required.
6. Perform other related duties as assigned and make positive contributions to the workplace.
7. Regular attendance and punctuality are essential functions of the position.

EDUCATION/~~EXPERIENCE~~ AND SPECIAL LICENSE(S) / CERTIFICATION(S):

1. High school diploma or equivalent.
- ~~2. Two years of experience in a related construction field or one year of college courses at an accredited institution with an emphasis on building construction.~~
- ~~2. Property Maintenance Code Certification preferred or must be obtained within twelve~~

~~(12) months of hire date.~~ Certification with Kansas Association of Code Enforcement preferred or must be obtained within twenty-four (24) months of hire date and maintained thereafter.

3. Must be insurable within the standards set by the City of Topeka's insurance carrier and possess and maintain a valid Kansas driver's license.

3.4. Must pass a pre-employment background check.

EXPERIENCE:

1. Minimum of one year of customer service experience is required.

2. Proficient in computer work processing, database entry, case management and IPAD.

KNOWLEDGE, SKILLS & ABILITIES

1. Oral and written communication skills, including public speaking.

2. Ability to learn and comprehend city property maintenance codes.

3. Ability to learn and comprehend state and federal law.

4. Ability to read and comprehend base maps and GPS equipment.

5. Bilingual in Spanish is preferred.

~~6. Proficient in computer word processing, database entry, case management, cost estimating programs and advanced use of digital camera and printing.~~

~~7.6.~~ Ability to interact and associate with the public, elected and appointed officials, other departments and other staff members.

~~8.7.~~ Must be able to handle hostile situations and stressful situations in a calm manner.

~~9.8.~~ Must be able to deal with the public in a professional manner.

~~10.9.~~ Must be able to problem solve and use good judgement.

~~11.10.~~ Must have the ability to learn, organize and complete daily assignments in a timely manner.

PHYSICAL REQUIREMENTS

1. Must be able to operate, enter and exit vehicles several times a day.

2. Must be able to survey city blocks and more remote areas on foot in all types of weather.

3. Must be able to walk up and down stairs, crawl on hands and knees and pull oneself through small openings.

4. Must be able to walk up and down hills and over rough terrain.

5. Must be able to walk for extended periods of time while conducting inspections.

6. Must be able to carry all necessary inspection equipment.

7. Must be able to post notices and orders on structures.

8. Must be able to cope with adverse conditions, i.e. weather, vicious dogs, vermin, rodents, unsanitary and unsafe conditions.

SUPERVISION

None

EMPLOYEE ACKNOWLEDGEMENT/SIGNATURE:

Signature_____

Date _____

SUPERVISOR ACKNOWLEDGEMENT/SIGNATURE

Signature_____

Date _____

DEPARTMENT HEAD APPROVAL:

Signature_____

Date _____

Name & Title (please print) _____

CITY OF TOPEKA

POSITION DESCRIPTION

**TITLE: Property Maintenance
Inspector I**

DEPARTMENT: Police Department

DIVISION: Property Maintenance Unit

**REPORTS TO: Property Maintenance
Field Supervisor**

INCUMBENT:

FULL-TIME: Yes

**CLASSIFICATION: Property Maintenance
Inspector I**

GRADE: K18

DATE: April 2023

FLSA STATUS: Non Exempt

POSITION #: 4040

PART-TIME: No

JOB SUMMARY STATEMENT:

This position is highly technical in nature and design to ensure property owners and city residents are complying with applicable property maintenance local, state and federal laws. This includes nuisance, weeds and housing issues and unsafe structure ordinances. This position works with neighborhood organizations, property owners, residents and businesses to become more self-reliant and proactive in neighborhood preservation. This position works in conjunction with community police officers and school resource officers when necessary. The incumbent participates in implementing anti-blight strategies including maintenance of residential structures, rehabilitation of vacant structures, demolition of abandoned structures and works on special assignments and difficult cases as assigned. Nuisance caseload includes trash, debris, brush, harborage, inoperable vehicle and weed violations.

The Property Maintenance Inspector I will become knowledgeable with city codes, building codes and standards, state statutes and the U.S. Constitution. The work involves on-site inspections primarily of residential structures and commercial properties in response to complaints from the public, other departments and agencies and personal observation. The Property Maintenance Inspector I must be able to properly interpret and implement the legal requirements of their duties with an emphasis on voluntary compliance. The position participates in team efforts, educational meetings and workshops with the public and other city employees. The incumbent will work under the supervision of the Field Supervisor with work reviewed for results achieved.

DUTIES AND RESPONSIBILITIES:

1. Conducts on-site inspections of residential and commercial properties to ensure compliance with applicable property maintenance laws and codes.

2. The incumbent will participate in meetings and workshops to educate the public, NIA groups and other city employees regarding housing code regulations, preventative maintenance and anti-blight strategies.
3. Job duties will include: Interpretation of base maps, written and photo documentation of complaints; documentation of inspections and telephone conversations in log form; proper maintenance of case files and database entry; obtaining inspection and abatement warrants; and research of property ownership records. The employee is required to be knowledgeable in the use of due process and search and seizure requirements.
4. Maintains a comprehensive database with cases which follow a strict guideline. Conduct case management in accordance with current Standard Operating Procedures, city ordinances and state statutes.
5. Prepare and participate in administrative hearings and legal proceedings in municipal or district court as required.
6. Perform other related duties as assigned and make positive contributions to the workplace.
7. Regular attendance and punctuality are essential functions of this position.

EDUCATION AND SPECIAL LICENSE(S) / CERTIFICATION(S):

1. High school diploma or equivalent.
2. Certification with Kansas Association of Code Enforcement preferred or must be obtained within 24-months of hire date and maintained thereafter.
3. Must be insurable within the standards set by the City of Topeka's insurance carrier and possess and maintain a valid Kansas driver's license.
4. Must pass a pre-employment background check.

EXPERIENCE:

1. Minimum of one year of customer service experience is required.
2. Proficient in computer word processing, database entry, case management and IPAD.

KNOWLEDGE, SKILLS & ABILITIES

1. Oral and written communication skills, including public speaking.
2. Ability to learn and comprehend city property maintenance codes.
3. Ability to learn and comprehend state and federal law.
4. Ability to read and comprehend base maps and GPS equipment.
5. Bilingual in Spanish is preferred.

6. Ability to interact and associate with the public, elected and appointed officials, other departments and other staff members.
7. Must be able to handle hostile situations and stressful situations in a calm manner.
8. Must be able to deal with the public in a professional manner.
9. Must be able to problem solve and use good judgement.
10. Must have the ability to learn, organize and complete daily assignments in a timely manner.

PHYSICAL REQUIREMENTS

1. Must be able to operate, enter and exit vehicles several times a day.
2. Must be able to survey city blocks and more remote areas on foot in all types of weather.
3. Must be able to walk up and down stairs, crawl on hands and knees and pull oneself through small openings.
4. Must be able to walk up and down hills and over rough terrain.
5. Must be able to walk for extended periods of time while conducting inspections.
6. Must be able to carry all necessary inspection equipment.
7. Must be able to post notices and orders on structures.
8. Must be able to cope with adverse conditions, i.e. weather, vicious dogs, vermin, rodents, unsanitary and unsafe conditions.

SUPERVISION

None

EMPLOYEE ACKNOWLEDGEMENT/SIGNATURE:

Signature _____

Date _____

SUPERVISOR ACKNOWLEDGEMENT/SIGNATURE

Signature _____

Date _____

DEPARTMENT HEAD APPROVAL:

Signature _____

Date _____

Name & Title (please print) _____



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To: File

From: John Schardine, PMU Director

Subject: PMU Housing Navigator

Date: 10/19/2023

City Manager Wade gave me direction for his vision of a Property Maintenance Housing Navigator in January of 2023. His vision was in direct response to the concerns and suggestions made by Karen Black in her Strategic, Equitable City Enforcement of Property Maintenance Standards – An Assessment, submitted in July 2022. With assistance from Human Resources, I created a job description that outlines the candidate's requirements and duties. I've added some highlights for your review.

Recommendation Eight: Update Job Descriptions for Inspectors to Lower Turnover and Improve Customer Service Skills, Hire A Housing Navigator, and Consider an Additional Support Staff Member. Page 45

Add housing navigator position. Finding the right person to work with owners with a medical or financial hardship who has great customer service skills and is multi-lingual will allow many more owners to be served with dignity and assisted to bring their property up to code.

- This position serves under the Property Maintenance Division of the Topeka Police Department. The Housing Navigator is responsible for identifying alternative paths for homeowners with medical or financial hardships who need resources to bring their property into compliance with existing codes. The Housing Navigator will review submissions, conduct comprehensive interviews, and define what resources or grants fit the homeowner's needs. The Housing Navigator shall work with the Code Official, Court Services, the DEI Office, Housing Services, and community partners to provide our community with quality customer service and necessary resources in a responsible, equitable manner to adequately address the needs of our property owners. This



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- position performs under limited supervision and works under a division director's or manager's general direction, with work reviewed for results achieved.
- Communicate and collaborate with the code official to identify property owners who need help to bring their properties into compliance with existing codes. Conducts interviews with property owners to determine if they qualify for assistance due to medical or financial hardship. Determines what alternative paths best fit the property owner to resolve existing issues. Identifies other means of support to those property owners who failed to meet the qualifications and determine available resources.
- The Housing Navigator maintains contact with the property owner while the case remains open. Continue supportive efforts by reaffirming the property owner's obligation to make repairs. Provides case updates to the inspector regularly. Offers additional resources for the property owner when warranted.
- Responsible for maintaining records of all cases to which the Housing Navigator contributed. This record includes case numbers, date of case received, property/property owner contact information, inspector name, and information about what was discussed with the client. Additionally, it is essential to update case notes on current software.
- Collaborates with Court Services and Housing Services to assist with managing cases. Regularly attends housing court to provide case updates for Prosecution, including grant status.
- Collaborate with Housing Services to conduct intakes with individuals seeking rental, mortgage, and housing assistance.
- A high school diploma or equivalent is required. A bachelor's degree from an accredited college or university in business or public administration, social work, human services, or related fields is preferred. Relevant experience can be substituted in place of a degree.

The JD has been added to HR files. Please review the job description and contact me if you have any questions.

Respectfully, submitted.

**City of Topeka
Job Description**

Unit/Department: COT Community Outreach Bureau / Property Maintenance Unit Job Title: CE – Housing Navigator

Section: Position Summary

Section Weight - 0.000%

This position serves under the Property Maintenance Division of the Topeka Police Department. The Housing Navigator is responsible for identifying alternative paths for homeowners with medical or financial hardships who need resources to bring their property into compliance with existing codes. The Housing Navigator will review submissions, conduct comprehensive interviews, and define what resources or grants fit the homeowner's needs. The Housing Navigator shall work with the Code Official, Court Services, the DEI Office, Housing Services, and community partners to provide our community with quality customer service and necessary resources in a responsible, equitable manner to adequately address the needs of our property owners. This position performs under limited supervision and works under a division director's or manager's general direction, with work reviewed for results achieved. **(Weight: 0.000%)**

Section: Duties and Responsibilities

Section Weight - 60.000%

Communicate and collaborate with the code official to identify property owners who need help to bring their properties into compliance with existing codes. Conducts interviews with property owners to determine if they qualify for assistance due to medical or financial hardship. Determines what alternative paths best fit the property owner to resolve existing issues. Identifies other means of support to those property owners who failed to meet the qualifications and determine available resources. **(Weight: 50.000%)**

The Housing Navigator maintains contact with the property owner while the case remains open. Continue supportive efforts by reaffirming the property owner's obligation to make repairs. Provides case updates to the inspector regularly. Offers additional resources for the property owner when warranted. **(Weight 10.000%)**

Responsible for maintaining records of all cases to which the Housing Navigator contributed. This record includes case numbers, date of case received, property/property owner contact information, inspector name, and information about what was discussed with the client. Additionally, it is essential to update case notes on current software. **(Weight: 10.000%)**

Collaborates with Court Services and Housing Services to assist with managing cases. Regularly attends housing court to provide case updates for Prosecution, including grant status. **(Weight: 10.000%)**

Collaborate with Housing Services to conduct intakes with individuals seeking rental, mortgage, and housing assistance. **(Weight 5.000%)**

Answer telephone calls for service, inquiries, or complaints from the public and other agencies regarding property maintenance enforcement services. Responds to inquiries from the public and deal with hostile phone calls or in-person visits. Compile information for reports as necessary. **(Weight: 10.000%)**

Establish and maintain effective working relationships with City officials and co-workers. Respond to the Governing Body and Administration requests promptly. **(Weight: 5.000%)**

Section: Position Competencies**Section Weight - 30.000%**

Excellent oral and written communication skills, including public speaking, understanding and following verbal and written instructions, reading and comprehending written materials, and ability to respond promptly. **(Weight: 30.000%)**

Ability to establish and maintain an effective and courteous working relationship with appointed officials, City staff, other agency officials, and the public. Ability to work in a team environment. Maintain a friendly, positive, professional demeanor in stressful situations. **(Weight: 30.000%)**

Ability to work independently and collaboratively, prioritize work, and take initiative. Strong problem-solving and decision-making skills. Ability to perform routine clerical work. **(Weight: 10.000%)**

Possesses the ability to organize work and maintain project files and documents orderly. **(Weight: 10.000%)**

Ability to provide oral and written communications, including public speaking. **(Weight: 10.000%)**

Ability to learn and comprehend base maps, GPS equipment, City property maintenance codes, and state and federal laws. **(Weight: 5.000%)**

Perform other duties as assigned. **(Weight: 5.000%)**

Section: Education & Qualifications**Section Weight - 10.000%**

A high school diploma or equivalent is required. A bachelor's degree from an accredited college or university in business or public administration, social work, human services, or related fields is preferred. Relevant experience can be substituted in place of a degree. **(Weight: 0.000%)**

At least one year of customer service experience is required.

Experience in program administration or case management is preferred.

Must be insurable within the standards set by the City of Topeka insurance carrier. Valid Kansas driver's license. **(Weight: 0.000%)**

Additional licenses or certifications may be required. **(Weight: 0.000%)**



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To: File
From: John Schardine, PMU Director
Subject: PMU Housing Violations SOP
Date: 10/27/2023

Property Maintenance staff is encouraged to suggest policy changes when those changes would positively affect or streamline our processes. I intend to update our policies and procedures to accurately reflect our organizational culture and values. This memorandum will bring to light several changes made to our housing procedures, some of which were suggested by Karen Black in her assessment.

Recommendation Two: Prioritize Unsafe and Unsanitary Conditions Within Rental Properties P26

Remove bureaucratic requirements that deter tenants from filing code violation complaints. The city seeks to protect tenant's rights to a safe and sanitary dwelling without risking liability for an illegal search. Currently, the code inspector requires that tenants provide written consent to enter a home by officially waiving their rights and, in some circumstances, giving verbal consent to enter each room. The city should prepare a kinder consent form that explains a tenant's right to complain and tenant protections against retaliation by the landlord. Property Maintenance should also keep reports by tenants confidential. There have been some reports of landlords being informed of the name of a tenant filing a complaint.

IV Procedure

Documentation of Violations

- The Code Official shall seek written approval from the owner or occupant of premises having a violation before entering any part of that premises where he does not have a legal right to be without consent. **If the occupant refuses to give written consent, verbal consent shall be accepted. The Code Official shall document the refusal to sign the consent in the case note section.**



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Do not close the case when the tenant changes and rapidly refile when the property is transferred to a new owner. Once a violation is verified, the city should reinspect and cite the property until the violation is eliminated. For tenants, the point when they have secured a safer rental and are getting ready to move out is often the moment they are willing to report serious violations that their current landlord has refused to fix to prevent future tenants from having to live in such conditions. Currently, a code enforcement case is often closed when the tenant moves out. This approach stops the city from ensuring that the owner made the required repairs. Instead, the city should reinspect every valid complaint to ensure the owner acted and the property is in compliance. The new tenant can consent to letting an inspector into their unit or the city can obtain an administrative search warrant since the earlier inspection report that documented the violation with photos provides sufficient probable cause for such a warrant. P29

Re-inspections

- Inspections requiring written or verbal consent should not be closed because the past tenant no longer resides on the property. The Code Official shall seek consent from the new tenant or property manager to verify that the violation was corrected. The Code Official shall apply for a search warrant if those parties do not grant consent.

Create a checklist and train inspectors on procedures for inspecting interior units. The city should adopt a clear checklist for interior inspections that all inspectors will follow to ensure consistent standards. To encourage tenants to complain, the city may wish to limit the checklist to key health and safety issues rather than including every potential violation. P29

Purpose

- The Code Official shall be provided copies of the 2012 International Property Maintenance Code, the 2012 International Residential Code, the Legal Aspects of Code Administration, and an exterior and interior resource guide to assist them with identifying housing violations.



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Inspections

A. Inspection

1. The Code Official has the discretion to:
 - a. Place the property on monitor for a period not to exceed thirty (30) days.
 - b. Cause a notice to be sent to the property owner.
 - c. Deploy a door hanger with relevant information to inform the occupant of the violation and remedies.
 - d. The Code Official may use their discretion to inform the owner what violations need to be corrected to bring the property into compliance in lieu of issuing a Notice of Violation.

Courtesy Notices

- A statement requesting that the property owner communicate with the Code Official a plan to address the violations by May 1.

Please review the attached completed revision to view other amendments in red.

Respectfully, submitted.

PROPERTY MAINTENANCE UNIT

Standard Operating Procedure PMU 06

Title: Housing Violations

I. Purpose

- A. The purpose of this procedure is to provide direction and a process to identify, document, report correctly, effectually serve notice of, and abate housing violations as defined by the 2012 International Property Maintenance Code (IPMC) as codified in Chapter 8.60 of the latest version of the Code of the City of Topeka, Kansas, hereafter referred to as the "Code".
- B. It is the policy of the Property Maintenance Unit to identify, document, report, notify, and abate housing violations through a documented process that includes the collection of evidence, case management, data entry, and the service of legal notification as stipulated by the Code and Kansas State Statutes.
- C. The Code Official shall be provided copies of the Code, the current version of the International Residential Code, the Legal Aspects of Code Administration, and an exterior and interior resource guide to assist them with identifying housing violations.

II. Definitions

- A. Abandoned Property - "Any residential real estate for which taxes are delinquent for the preceding two years and which has been unoccupied continuously by persons legally in possession for the preceding 90 days or commercial real estate for which the taxes are delinquent for the preceding two years and which has a blighting influence on surrounding properties." (KSA 12-1750)
- B. Bathroom - "A room containing plumbing fixtures including a bathtub or shower." (IPMC 202)
- C. Code Official - "The official who is charged with the administration and enforcement of this code, or any duly authorized representative." (IPMC 202)
- D. Commercial Real Estate - "Any real estate for which the present use is other than one to four residential units or for agricultural purposes." (KSA 12-1750)
- E. Dwelling Unit - "A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation." (IPMC 202)
- F. Easement - "That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots." (IPMC 202)
- G. Exterior Property - "The open space on the premises and on adjoining property under the control of owners or operators of such premises." (IPMC 202)

PROPERTY MAINTENANCE UNIT

Standard Operating Procedure PMU 06

- H. Gender - "Words importing the masculine gender include the feminine and neuter." (TMC 1.10.020)
- I. Habitable Space - "Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces." (IPMC 202)
- J. Housekeeping Unit - "A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower." (IPMC 202)
- K. Housing Navigator – an allocated staff member responsible for identifying alternative paths for homeowners with medical or financial hardships who need resources to bring their property into compliance with existing codes. The Housing Navigator will be responsible for reviewing submissions, conducting comprehensive interviews, and defining what resources or grants fit the homeowner's needs. The Housing navigator shall work in conjunction with the Code Official, Court Services, the DEI Office, and Housing Services, among other partners, to provide our community with quality customer service and necessary resources in a responsible, equitable manner to adequately address the needs of our property owners.
- L. K.S.A. - "The abbreviation "K.S.A." shall mean the Kansas Statutes Annotated, as amended." (TMC 1.10.020)
- M. Number - "Words used in the singular include the plural, and words used in the plural include the singular." (TMC 1.10.020)
- N. Occupant - "Any individual living or sleeping in a building, or having possession of a space within a building." (IPMC 202)
- O. Owner - "Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court." (IPMC 202)
- P. Person - "An individual, corporation, partnership or any other group acting as a unit." (IPMC 202)
- Q. Premises - "A lot, plot or parcel of land, easement or public way, including any structures thereon." (IPMC 202)
- R. Property - A lot, plot or parcel of land, easement or public way, including any structures thereon. This term is intended to be synonymous with the term "Premises", as used in the Code.

PROPERTY MAINTENANCE UNIT

Standard Operating Procedure PMU 06

- S. Public Way - "Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use." (IPMC 202)
- T. Rooming House - "A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling." (IPMC 202)
- U. Structure - "That which is built or constructed or a portion thereof." (IPMC 202)
- V. Toilet Room - "A room containing a water closet or urinal but not a bathtub or shower." (IPMC 202)
- W. TMC - The abbreviation "TMC" shall mean the Topeka Municipal Code as used in references to sections of the Code of the City of Topeka, Kansas.

III. Applicable Codes

- A. Exterior Structure - "The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare." (IPMC 304.1)
- B. Interior Structure - "The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure which they occupy or control in a clean and sanitary condition. Every owner of a structure containing a rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property." (IPMC 305.1)
- C. Method of Service - Methods of service are described in IPMC 107.3, as amended by TMC 8.60.080.
- D. Notices - Notices are described in IPMC 107, as amended by TMC 8.60.080.
- E. Violations, Abatements, Fees - Violation prosecution, penalties, abatement and fees are described in IPMC 106, as amended by TMC 8.60.070.

IV. Procedure

- A. Surveys and Complaints - The Code Official shall regularly survey his area for housing violations and, within forty-eight (48) hours, review all housing complaints that are received by the Property Maintenance Unit within his area.
- B. Documentation of Violations
 - 1. The Code Official shall appropriately document housing violations.
 - 2. Photographs shall be taken, notes from personal observations shall be made and other relevant evidence shall be collected from a place the Code Official has the legal right to be located.
 - a. This can be from areas where the public has a legal right to be without consent.

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- b. This can be from a public way or private property if consent is established.
 - c. The Code Official shall seek written approval from the owner or occupant of premises having a violation before entering any part of that premises where he does not have a legal right to be without consent. **If the occupant refuses to give written consent, verbal consent may be accepted, if documented in the case note section.**
 - d. If consent cannot be established, the Code Official shall determine if an Administrative Search Warrant is required to enter the property legally.
 - i. An Administrative Search Warrant is not required if the property is vacant and unsecured unless it has "No Trespassing" signs or locked gates.
 - ii. An Administrative Search Warrant is not required if the property is abandoned unless it has "No Trespassing" signs.
3. The Code Official shall document their observations as appropriate.

C. Opening a New Case

- 1. The Code Official shall open a new housing violation case in the database.
- 2. The Code Official shall identify the location of the housing violation by the correct parcel and assigned address number (if an address number has been assigned). This will apply to common addresses, as well as legal addresses.
- 3. The Code Official shall determine if there is an existing open housing violation case for the particular property to ensure there is no duplication of effort.
- 4. The Code Official shall attach all documentation associated with the particular housing violation, including photographs, notes, etc., which will be used as evidence to substantiate the violation.

D. Inspection

- 1. The Code Official has the discretion to:
 - a. Place the property on monitor for a period not to exceed thirty (30) days.
 - b. Cause a notice to be sent to the property owner.
 - c. Deploy a door hanger with relevant information to inform the occupant of the violation and remedies.
 - d. **The Code Official may use their discretion in advising the owner what violations need to be corrected to bring the property into compliance in lieu of issuing a Notice of Violation.**
- 2. If a door hanger is utilized, the Code Official shall take one up-close photograph of the door hanger and a second photograph of the door hanger and the background of the posting for identification purposes.
- 3. If a door hanger was utilized or the property is being monitored, the Code Official shall re-inspect the property following the date specified.
 - a. If the violation has been abated or no longer exists, the Code Official shall take photographs of the current condition of the property and close the case. The photographs shall be submitted as evidence to justify closing the case.

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- b. If the violation still exists, the Code Official shall take photographs of the current condition of the property and attach them to the case. The photographs shall be used as evidence when generating a written notice of violation.

E. Courtesy Notice

1. Due to winter weather, starting on November 1st of each year, Administrative Staff shall generate a courtesy notice instead of a notice of violation for exterior painting violations.
2. The Code Official has the discretion to include minor housing violations in the courtesy notice rather than simultaneously issuing a courtesy notice and a notice of violation on the same property.
3. The courtesy notice shall contain all the following relevant information.
 - a. Description of the real estate sufficient for identification.
 - b. A statement that includes a description of the conditions and identifies the violation.
 - c. **A statement requesting that the property owner communicate with the Code Official, on or before May 1, with a plan to address the violations.**
 - ~~i. Courtesy notices generated during the month of November will give the property owner 120 days to abate the violation.~~
 - ~~ii. Courtesy notices generated during the month of December will give the property owner 110 days to abate the violation.~~
 - ~~iii. Courtesy notices generated during the month of January will give the property owner 100 days to abate the violation.~~
 - ~~iv. Courtesy notices generated during the month of February will give the property owner 90 days to abate the violation.~~
 - d. A statement that the Code Official is monitoring the case and will be re-inspecting the property at the expiration of the time specified in the courtesy notice.
 - e. Administrative Staff shall send the courtesy notice and a packet of community resources by first-class mail to the property owner.
4. The Code Official shall re-inspect the property at the expiration of the time specified in the courtesy notice to determine if the violation still exists.
 - a. If the violation has been abated or no longer exists, the Code Official shall take photographs of the current condition of the property and close the case. The photographs shall be submitted as evidence to justify closing the case.
 - b. If the violation still exists, the Code Official shall take photographs of the current condition of the property and attach them to the case. The photographs shall be used as evidence when generating a written notice of violation.

F. Notice of Violation

1. Administrative Staff shall generate a written notice of violation that contains all of the following relevant information as designated by the Code:
 - a. Description of the property sufficient for identification.

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- b. A statement that includes a description of the conditions and identifies the violation.
 - c. A statement that the property owner must abate the violation by the date designated in the notice.
 - d. A statement advising that any owner or occupant may request an appeal hearing before an Administrative Hearing Officer.
 - i. The request shall be submitted to the Code Official on or before the date designated in the notice.
 - ii. The scope of the appeal shall be limited to the following: (1) whether the provisions of the Code apply; (2) whether the Code Official has correctly interpreted the Code; and/or (3) whether the requirements of the Code can be adequately satisfied by other means.
 - e. A statement that if the violation is not corrected or a hearing is not requested, the City may impose administrative penalties, abate the violation, and assess the costs against the owner.
 - f. A statement advising that failure to comply with the notice timely may result in prosecution in municipal court regardless of whether an administrative hearing is pending.
2. The Code Official shall take into consideration health and safety issues when determining the time to be given to the property owner to abate the housing violations.
- a. The number of days given for abatement may be three (3) to ten (10), fifteen (15), thirty (30) or sixty (60), but shall not exceed sixty (60) days.
 - b. Three (3) days of mailing time shall be added to the number of days given unless:
 - i. Contact has been made with the owner or manager, or
 - ii. The number of days given exceeds ten (10).
3. Administrative Staff shall send the notice to the property owner by certified mail and first-class mail.
- a. Personal service may be substituted for certified mail.
 - b. A copy of the notice shall be sent by first class mail to the taxpayer, purchaser under contract (PUC), Loan Company, and resident (occupant).
 - c. If the certified mail or the first-class mail that was sent to the property owner is returned and the envelope has a forwarding address, the Administrative Staff shall revise the abatement due date and resend the notice.
4. In addition to the methods identified in this procedure, but not in place of, the Code Official may provide notice by other means, including, but not limited to, door hangers, conspicuously posting the notice on the property, personal notification, telephone and various means of electronic communication.

G. Administrative Appeal Hearing

- 1. An owner or occupant (see definitions) shall have the right to appeal the notice of violation to an Administrative Hearing Officer, provided that a written application is submitted to the Code Official on or before the date designated in the notice.

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2. The Administrative Hearing Officer shall conduct the hearing as specified in the Administrative Hearings Standard Operating Procedure.

H. Re-inspection

1. The Code Official shall re-inspect the property after the date designated in the notice of violation to determine if the violation still exists.
 - a. If the violation has been abated or no longer exists, the Code Official shall take photographs of the property's current condition and close the case. The photographs shall be submitted as evidence to justify closing the case.
 - b. If the violation has not been abated and the notice was personally served, or if the first-class mail sent to the owner was not returned, the Code Official shall take photographs of the property's current condition and attach them to the case. The photographs shall be used as evidence when filing a Criminal Affidavit.
 - c. If the violation has not been abated, the notice was not personally served, and the first-class mail that was sent to the owner was returned without a forwarding address, the Code Official shall post a notice having a revised abatement due date in a conspicuous place on the property and take one up-close photograph of the notice and a second photograph of the front of the structure with the property address and the notice visible.
 - d. Inspections requiring written or verbal consent should not be closed because the past tenant no longer resides on the property. The Code Official shall seek consent from the new tenant or property manager to verify that the violation was corrected. The Code Official shall apply for a search warrant if those parties do not grant consent.
2. If the notice was posted, the Code Official shall re-inspect the property upon the expiration of the compliance period stated in the notice to determine if the violation still exists.
 - a. If the violation has been abated or no longer exists, the Code Official shall take photographs of the property's current condition and close the case. The photographs shall be submitted as evidence to justify closing the case.
 - b. If the violation has not been abated, the Code Official shall take photographs of the property's current condition and attach them to the case. The photographs shall be used as evidence when filing a Criminal Affidavit.

I. Administrative Search Warrant

1. All methods of contacting the property owner and getting voluntary compliance should be attempted before starting the warrant process.
2. If it is determined that a warrant is required to enter a property legally, Administrative Staff shall generate the warrant and send it to the City's Criminal Prosecution Division for review.
3. If approved, the warrant will be signed by the assigned prosecutor and sent to the Code Official.

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4. The Code Official shall sign the warrant and send it to the assigned District Court Judge for review.
 5. If approved, the warrant will be signed by the District Court Judge and sent to the Code Official to be served within ninety-six (96) hours.
 6. If the warrant is not executed within the allotted 96 hours, the District Court Judge shall be notified that the warrant was not executed, and a new warrant must be requested.
 7. The Code Official may utilize the services of the Topeka Police Department and the Animal Control Unit to avoid conflict and maintain the peace.
 8. The Code Official shall photograph the violation(s). These photographs, contact information received, and applicable notes shall be attached to the case file.
 9. Warrant execution:
 - a. The Code Official shall populate and sign the warrant "Return" page attached to the warrant.
 - b. If the owner or occupant of the property is available, the Code Official shall have them sign the warrant "Return".
 - c. The Code Official shall take a photo of the warrant "Return".
 - d. The Code Official shall leave the warrant (including the warrant "Return") with the owner or occupant of the property while on scene.
 - e. If the owner or occupant of the property is not available, the Code Official shall post the warrant (including the warrant "Return") in a conspicuous place on the premises and take a photograph of the front of the structure with the property address and the warrant visible.
 - f. The Code Official shall convert the warrant "Return" photo to a PDF document and upload it to the District Court Judge.
 - g. The Code Official shall attach the warrant "Return" PDF document to the case file under "Misc. Docs (consents, affidavits, warrants, etc)".
 - h. The Code Official shall attach the warrant "Return" photo and the warrant posting photos to the case file "Corrections List".
- J. Criminal Affidavit filing.
1. If the violation still exists, Administrative Staff shall process the affidavit form along with the case documents and photos.
 2. Administrative Staff will send the affidavit, the notice of violation, photographs and other appropriate case documentation to the Criminal Prosecution Division for review.
 3. If approved, the Criminal Prosecution Division will prosecute the case in Municipal Court.
 4. A Code Official shall attend the Court proceedings to assist the Criminal Prosecution Division.
 5. The Code Official shall conduct re-inspections as ordered by the Court.
- K. Closing the Case - The Code Official shall close the case when the violation has been abated or when directed to do so by the City Prosecutor.

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V. Case Management

- A. During the process of identifying, reporting and managing a case, the Code Official shall pursue voluntary compliance above all other means to remedy the case.
- B. The Code Official shall be available for correspondence concerning current and past cases during assigned working hours via cell phone, personal contact, email or other means of electronic communication.
- C. The Code Official shall, upon request, provide the property owner or occupant with a copy of a list of resources for assistance.
- D. If the subject property appears to be a rental property, the Code Official will provide the occupant with an information packet containing a copy of the Kansas Residential Landlord & Tenant Act and instructions for filing a complaint for retaliatory evictions.
- E. If the property owner appears to lack the means and resources to make the required repairs, the Code Official shall provide contact information to the City of Topeka PMU Housing Navigator.
- F. A record of all contact with property owners, occupants, and any party with interest to the case or the property will be maintained under case notes. This will include but is not limited to, the date, reason, and means of contact.
- G. The Code Official may allow one extension if requested by the property owner when there is a plan of action to address the violation, the requester exhibits good faith in addressing the violation, the responsible party can establish reputable means and resources to remedy the underlying violation promptly, or the Code Official observes that significant progress is being made. The first extension should be no longer than the original time frame to make the repairs on the original notice.
 - 1. The Code Official shall provide detailed reasoning in the case notes if an initial extension is granted.
 - 2. The Division Manager or designee must approve any subsequent extension, and the reason for the additional requested extension shall be in writing. Subsequent extensions will be half of the time frame noted on the original order. All details regarding the extension shall be added to the case notes.

VI. Procedure Modifications

- A. This procedure shall be reviewed biennially on or before March 1st or as necessary based on revisions to the policy and/or the Code.
- B. This procedure may only be amended, changed or modified by the Division Manager, or his designee.

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John Schardine, Manager Code Services
Property Maintenance Unit

Date Approved

PROPERTY MAINTENANCE UNIT

Standard Operating Procedure PMU 06

Title: Housing Violations

I. Purpose

- A. The purpose of this procedure is to provide direction and a process to identify, document, report correctly, effectually serve notice of, and abate housing violations as defined by the 2012 International Property Maintenance Code (IPMC) as codified in Chapter 8.60 of the latest version of the Code of the City of Topeka, Kansas, hereafter referred to as the "Code".
- B. It is the policy of the Property Maintenance Unit to identify, document, report, notify, and abate housing violations through a documented process that includes the collection of evidence, case management, data entry, and the service of legal notification as stipulated by the Code and Kansas State Statutes.
- C. The Code Official shall be provided copies of the Code, the current version of the International Residential Code, the Legal Aspects of Code Administration, and an exterior and interior resource guide to assist them with identifying housing violations.

II. Definitions

- A. Abandoned Property - "Any residential real estate for which taxes are delinquent for the preceding two years and which has been unoccupied continuously by persons legally in possession for the preceding 90 days or commercial real estate for which the taxes are delinquent for the preceding two years and which has a blighting influence on surrounding properties." (KSA 12-1750)
- B. Bathroom - "A room containing plumbing fixtures including a bathtub or shower." (IPMC 202)
- C. Code Official - "The official who is charged with the administration and enforcement of this code, or any duly authorized representative." (IPMC 202)
- D. Commercial Real Estate - "Any real estate for which the present use is other than one to four residential units or for agricultural purposes." (KSA 12-1750)
- E. Dwelling Unit - "A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation." (IPMC 202)
- F. Easement - "That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots." (IPMC 202)
- G. Exterior Property - "The open space on the premises and on adjoining property under the control of owners or operators of such premises." (IPMC 202)

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- H. Gender - "Words importing the masculine gender include the feminine and neuter." (TMC 1.10.020)
- I. Habitable Space - "Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces." (IPMC 202)
- J. Housekeeping Unit - "A room or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower." (IPMC 202)
- K. Housing Navigator – an allocated staff member responsible for identifying alternative paths for homeowners with medical or financial hardships who need resources to bring their property into compliance with existing codes. The Housing Navigator will be responsible for reviewing submissions, conducting comprehensive interviews, and defining what resources or grants fit the homeowner's needs. The Housing navigator shall work in conjunction with the Code Official, Court Services, the DEI Office, and Housing Services, among other partners, to provide our community with quality customer service and necessary resources in a responsible, equitable manner to adequately address the needs of our property owners.
- L. K.S.A. - "The abbreviation "K.S.A." shall mean the Kansas Statutes Annotated, as amended." (TMC 1.10.020)
- M. Number - "Words used in the singular include the plural, and words used in the plural include the singular." (TMC 1.10.020)
- N. Occupant - "Any individual living or sleeping in a building, or having possession of a space within a building." (IPMC 202)
- O. Owner - "Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court." (IPMC 202)
- P. Person - "An individual, corporation, partnership or any other group acting as a unit." (IPMC 202)
- Q. Premises - "A lot, plot or parcel of land, easement or public way, including any structures thereon." (IPMC 202)
- R. Property - A lot, plot or parcel of land, easement or public way, including any structures thereon. This term is intended to be synonymous with the term "Premises", as used in the Code.

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- S. Public Way - "Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use." (IPMC 202)
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- b. This can be from a public way or private property if consent is established.
 - c. The Code Official shall seek written approval from the owner or occupant of premises having a violation before entering any part of that premises where he does not have a legal right to be without consent. If the occupant refuses to give written consent, verbal consent may be accepted, if documented in the case note section.
 - d. If consent cannot be established, the Code Official shall determine if an Administrative Search Warrant is required to enter the property legally.
 - i. An Administrative Search Warrant is not required if the property is vacant and unsecured unless it has "No Trespassing" signs or locked gates.
 - ii. An Administrative Search Warrant is not required if the property is abandoned unless it has "No Trespassing" signs.
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 - 2. The Code Official shall identify the location of the housing violation by the correct parcel and assigned address number (if an address number has been assigned). This will apply to common addresses, as well as legal addresses.
 - 3. The Code Official shall determine if there is an existing open housing violation case for the particular property to ensure there is no duplication of effort.
 - 4. The Code Official shall attach all documentation associated with the particular housing violation, including photographs, notes, etc., which will be used as evidence to substantiate the violation.
- D. Inspection
- 1. The Code Official has the discretion to:
 - a. Place the property on monitor for a period not to exceed thirty (30) days.
 - b. Cause a notice to be sent to the property owner.
 - c. Deploy a door hanger with relevant information to inform the occupant of the violation and remedies.
 - d. The Code Official may use their discretion in advising the owner what violations need to be corrected to bring the property into compliance in lieu of issuing a Notice of Violation.
 - 2. If a door hanger is utilized, the Code Official shall take one up-close photograph of the door hanger and a second photograph of the door hanger and the background of the posting for identification purposes.
 - 3. If a door hanger was utilized or the property is being monitored, the Code Official shall re-inspect the property following the date specified.
 - a. If the violation has been abated or no longer exists, the Code Official shall take photographs of the current condition of the property and close the case. The photographs shall be submitted as evidence to justify closing the case.

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- b. If the violation still exists, the Code Official shall take photographs of the current condition of the property and attach them to the case. The photographs shall be used as evidence when generating a written notice of violation.

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2. The Code Official has the discretion to include minor housing violations in the courtesy notice rather than simultaneously issuing a courtesy notice and a notice of violation on the same property.
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 - b. A statement that includes a description of the conditions and identifies the violation.
 - c. A statement requesting that the property owner communicate with the Code Official, on or before May 1, with a plan to address the violations.
 - d. A statement that the Code Official is monitoring the case and will be re-inspecting the property at the expiration of the time specified in the courtesy notice.
 - e. Administrative Staff shall send the courtesy notice and a packet of community resources by first-class mail to the property owner.
4. The Code Official shall re-inspect the property at the expiration of the time specified in the courtesy notice to determine if the violation still exists.
 - a. If the violation has been abated or no longer exists, the Code Official shall take photographs of the current condition of the property and close the case. The photographs shall be submitted as evidence to justify closing the case.
 - b. If the violation still exists, the Code Official shall take photographs of the current condition of the property and attach them to the case. The photographs shall be used as evidence when generating a written notice of violation.

F. Notice of Violation

1. Administrative Staff shall generate a written notice of violation that contains all of the following relevant information as designated by the Code:
 - a. Description of the property sufficient for identification.
 - b. A statement that includes a description of the conditions and identifies the violation.
 - c. A statement that the property owner must abate the violation by the date designated in the notice.
 - d. A statement advising that any owner or occupant may request an appeal hearing before an Administrative Hearing Officer.
 - i. The request shall be submitted to the Code Official on or before the date designated in the notice.

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- ii. The scope of the appeal shall be limited to the following: (1) whether the provisions of the Code apply; (2) whether the Code Official has correctly interpreted the Code; and/or (3) whether the requirements of the Code can be adequately satisfied by other means.
- e. A statement that if the violation is not corrected or a hearing is not requested, the City may impose administrative penalties, abate the violation, and assess the costs against the owner.
- f. A statement advising that failure to comply with the notice timely may result in prosecution in municipal court regardless of whether an administrative hearing is pending.
- 2. The Code Official shall take into consideration health and safety issues when determining the time to be given to the property owner to abate the housing violations.
 - a. The number of days given for abatement may be three (3) to ten (10), fifteen (15), thirty (30) or sixty (60), but shall not exceed sixty (60) days.
 - b. Three (3) days of mailing time shall be added to the number of days given unless:
 - i. Contact has been made with the owner or manager, or
 - ii. The number of days given exceeds ten (10).
- 3. Administrative Staff shall send the notice to the property owner by certified mail and first-class mail.
 - a. Personal service may be substituted for certified mail.
 - b. A copy of the notice shall be sent by first class mail to the taxpayer, purchaser under contract (PUC), Loan Company, and resident (occupant).
 - c. If the certified mail or the first-class mail that was sent to the property owner is returned and the envelope has a forwarding address, the Administrative Staff shall revise the abatement due date and resend the notice.
- 4. In addition to the methods identified in this procedure, but not in place of, the Code Official may provide notice by other means, including, but not limited to, door hangers, conspicuously posting the notice on the property, personal notification, telephone and various means of electronic communication.

G. Administrative Appeal Hearing

- 1. An owner or occupant (see definitions) shall have the right to appeal the notice of violation to an Administrative Hearing Officer, provided that a written application is submitted to the Code Official on or before the date designated in the notice.
- 2. The Administrative Hearing Officer shall conduct the hearing as specified in the Administrative Hearings Standard Operating Procedure.

H. Re-inspection

- 1. The Code Official shall re-inspect the property after the date designated in the notice of violation to determine if the violation still exists.
 - a. If the violation has been abated or no longer exists, the Code Official shall take photographs of the property's current condition and close the case. The photographs shall be submitted as evidence to justify closing the case.

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- b. If the violation has not been abated and the notice was personally served, or if the first-class mail sent to the owner was not returned, the Code Official shall take photographs of the property's current condition and attach them to the case. The photographs shall be used as evidence when filing a Criminal Affidavit.
 - c. If the violation has not been abated, the notice was not personally served, and the first-class mail that was sent to the owner was returned without a forwarding address, the Code Official shall post a notice having a revised abatement due date in a conspicuous place on the property and take one up-close photograph of the notice and a second photograph of the front of the structure with the property address and the notice visible.
 - d. Inspections requiring written or verbal consent should not be closed because the past tenant no longer resides on the property. The Code Official shall seek consent from the new tenant or property manager to verify that the violation was corrected. The Code Official shall apply for a search warrant if those parties do not grant consent.
 2. If the notice was posted, the Code Official shall re-inspect the property upon the expiration of the compliance period stated in the notice to determine if the violation still exists.
 - a. If the violation has been abated or no longer exists, the Code Official shall take photographs of the property's current condition and close the case. The photographs shall be submitted as evidence to justify closing the case.
 - b. If the violation has not been abated, the Code Official shall take photographs of the property's current condition and attach them to the case. The photographs shall be used as evidence when filing a Criminal Affidavit.
- I. Administrative Search Warrant
 1. All methods of contacting the property owner and getting voluntary compliance should be attempted before starting the warrant process.
 2. If it is determined that a warrant is required to enter a property legally, Administrative Staff shall generate the warrant and send it to the City's Criminal Prosecution Division for review.
 3. If approved, the warrant will be signed by the assigned prosecutor and sent to the Code Official.
 4. The Code Official shall sign the warrant and send it to the assigned District Court Judge for review.
 5. If approved, the warrant will be signed by the District Court Judge and sent to the Code Official to be served within ninety-six (96) hours.
 6. If the warrant is not executed within the allotted 96 hours, the District Court Judge shall be notified that the warrant was not executed, and a new warrant must be requested.
 7. The Code Official may utilize the services of the Topeka Police Department and the Animal Control Unit to avoid conflict and maintain the peace.

PROPERTY MAINTENANCE UNIT

Standard Operating Procedure PMU 06

8. The Code Official shall photograph the violation(s). These photographs, contact information received, and applicable notes shall be attached to the case file.
9. Warrant execution:
 - a. The Code Official shall populate and sign the warrant "Return" page attached to the warrant.
 - b. If the owner or occupant of the property is available, the Code Official shall have them sign the warrant "Return".
 - c. The Code Official shall take a photo of the warrant "Return".
 - d. The Code Official shall leave the warrant (including the warrant "Return") with the owner or occupant of the property while on scene.
 - e. If the owner or occupant of the property is not available, the Code Official shall post the warrant (including the warrant "Return") in a conspicuous place on the premises and take a photograph of the front of the structure with the property address and the warrant visible.
 - f. The Code Official shall convert the warrant "Return" photo to a PDF document and upload it to the District Court Judge.
 - g. The Code Official shall attach the warrant "Return" PDF document to the case file under "Misc. Docs (consents, affidavits, warrants, etc)".
 - h. The Code Official shall attach the warrant "Return" photo and the warrant posting photos to the case file "Corrections List".
- J. Criminal Affidavit filing.
 1. If the violation still exists, Administrative Staff shall process the affidavit form along with the case documents and photos.
 2. Administrative Staff will send the affidavit, the notice of violation, photographs and other appropriate case documentation to the Criminal Prosecution Division for review.
 3. If approved, the Criminal Prosecution Division will prosecute the case in Municipal Court.
 4. A Code Official shall attend the Court proceedings to assist the Criminal Prosecution Division.
 5. The Code Official shall conduct re-inspections as ordered by the Court.
- K. Closing the Case - The Code Official shall close the case when the violation has been abated or when directed to do so by the City Prosecutor.

V. Case Management

- A. During the process of identifying, reporting and managing a case, the Code Official shall pursue voluntary compliance above all other means to remedy the case.
- B. The Code Official shall be available for correspondence concerning current and past cases during assigned working hours via cell phone, personal contact, email or other means of electronic communication.

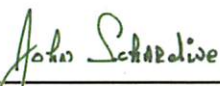
PROPERTY MAINTENANCE UNIT

Standard Operating Procedure PMU 06

- C. The Code Official shall, upon request, provide the property owner or occupant with a copy of a list of resources for assistance.
- D. If the subject property appears to be a rental property, the Code Official will provide the occupant with an information packet containing a copy of the Kansas Residential Landlord & Tenant Act and instructions for filing a complaint for retaliatory evictions.
- E. If the property owner appears to lack the means and resources to make the required repairs, the Code Official shall provide contact information to the City of Topeka PMU Housing Navigator.
- F. A record of all contact with property owners, occupants, and any party with interest to the case or the property will be maintained under case notes. This will include but is not limited to, the date, reason, and means of contact.
- G. The Code Official may allow one extension if requested by the property owner when there is a plan of action to address the violation, the requester exhibits good faith in addressing the violation, the responsible party can establish reputable means and resources to remedy the underlying violation promptly, or the Code Official observes that significant progress is being made. The first extension should be no longer than the original time frame to make the repairs on the original notice.
 - 1. The Code Official shall provide detailed reasoning in the case notes if an initial extension is granted.
 - 2. The Division Manager or designee must approve any subsequent extension, and the reason for the additional requested extension shall be in writing. Subsequent extensions will be half of the time frame noted on the original order. All details regarding the extension shall be added to the case notes.

VI. Procedure Modifications

- A. This procedure shall be reviewed biennially on or before March 1st or as necessary based on revisions to the policy and/or the Code.
- B. This procedure may only be amended, changed or modified by the Division Manager, or his designee.

 _____ John Schardine, Manager Code Services Property Maintenance Unit	10/31/2023 _____ Date Approved
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RESOURCE LIST

Document updated March 2023

HOUSING PROGRAMS

CITY OF TOPEKA

The City of Topeka's Housing Services Division administers several housing rehabilitation programs for both single-family homes and multi-family (rental) homes for the benefit of low-income families. Our wide array of programs can help sustain and revitalize homes to provide decent and safe housing.

HOUSING PROGRAMS AVAILABLE:

- **Property Maintenance Repair:** The Property Maintenance Repair Program assists with repairs for low-income homeowners who need repairs to bring their homes up to code and make the home safe, livable, and healthy. All eligible households must have an active property maintenance violation and be on the deed of the property.
- **Emergency Home Repair:** The Emergency Home Repair Program assists with repairs for low-income homeowners who need repairs to bring their homes up to code and make the home safe, livable, and healthy.
- **Accessibility Program (Barrier Removal):** If you have difficulty entering, leaving, or moving about your home due to a disability, our accessibility program can modify those areas of your home to make them easier to use. Eligible homeowners and renters can receive a one-time grant to assist with some home improvements.
- **Weatherization:** The Weatherization Program is intended to help eligible homeowners make upgrades to their homes.

[Learn more about the City of Topeka's Housing programs](#) or call 785-368-3711.

EQUITY.ACCESS.SHELTER. (E.A.S.)

If you are homeless or at-risk of becoming homeless, you no longer need to contact multiple agencies to receive rent/mortgage assistance. The E.A.S. program can help you access help quickly with a single point of contact. E.A.S. staff will work with you to assess your level of need and connect you with the right resources for your situation.

[Learn more about E.A.S.](#) or call 785-368-9533.

50-50 SIDEWALK REPAIR PROGRAM

The City of Topeka is accepting applications to remove and replace defective public sidewalks through a cost-sharing plan of 50 % paid by the City, and 50% paid by the property owner. Additional funding assistance may be available for those who are income-qualified.

[Learn more or apply for the 50-50 sidewalk program.](#)

COMMUNITY ACTION

Home/Weatherization program
1000 SE Hancock Street
(785) 836-4500

TOPEKA HABITAT FOR HUMANITY

HOME REPAIR PROGRAMS AVAILABLE: Aging in Place, Accessibility Modifications, Rock the Block
121 NE Gordon Street
(785) 234-4322



RESOURCE LIST (cont.)

24-HOUR CRISIS SERVICES

Abuse and Neglect: SRS

1-800-922-5330

Battered Women's Task Force

1-888-822-2983

Valeo Behavioral Health Care

(785) 234-3300

Topeka Rescue Mission

(785) 354-1744

Topeka Police Crime Victim's Assistance Unit

(785) 368-9064

Topeka Police Department

(785) 368-9551

Shawnee County Sheriff's Office

(785) 251-2200

OTHER RESOURCES

PANT Resources - Will hold pets while owners are in Rescue Mission (785) 270-8104

Blue Earth Initiatives, Inc. - Addiction/recovery services for Native Americans (785) 215-8360

Community Action (Emergency service)

(785) 235-9296

Topeka Independent Living Resource Center -

Assistance for persons with disabilities
(785) 233-4572

Topeka Housing Authority - Section 8/Public housing (785) 357-8842

Cornerstone of Topeka - Low-cost rental housing
(785) 232-1650

Salvation Army - (785) 233-9648

Hoarding Task Force Reporting - 1-800-922-5330

Let's Help - (785) 234-6208

Doorstep Emergency Services - (785) 357-5341

American Red Cross - (785) 234-0568

Jayhawk Area Agency on Aging - (785) 235-1367

ERC Resource and Referral - (785) 357-5171

Community Resources Council - (785) 233-1365
CRC Resource Directory

Housing and Credit Counseling - (785) 234-0217
HCCI Community Resource Guide

Family Resource Center - (785) 354-8902

City of Topeka Property Maintenance Division

785-368-3161

Report issues via SeeClickFix



RESOURCE LIST (cont.)

HOME IMPROVEMENT, SUPPLY STORES & LUMBERYARDS

Harbor Freight

230 SE 29th Street
(785) 234-8095

Restore - Topeka Habitat

121 NE Gordon
(785) 783-7670

Roach Hardware

1321 SW 21st Street
(785) 233-9606

Roach Hardware

230 NW Lyman Road
(785) 232-7748

Tarwater Farm & Home Supply

710 NE US HWY
(785) 233-4211

Tractor Supply Company

5236 SW Topeka Blvd
(785) 862-0216

Tractor Supply Company

710 HWY 24 East
(785) 233-4211

Westlake Ace Hardware

5001 SE 29th Street
(785) 272-0731

Westlake Ace Hardware

2075 SE 29th Street
(785) 266-3878

Westlake Ace Hardware

2050 NW Topeka Blvd
(785) 357-7005

Lowe's

1621 SW Arvon Place
(785) 273-0888

Home Depot

5900 SW Huntoon Street
(785) 272-5949

Menard's

6401 SW 17th Street
(785) 273-3115

McCray Lumber

715 SE 4th Street
(785) 357-0321

Sutherlands

2210 NW Tyler Street
(785) 232-3900

Midway Wholesale

218 SE Branner Street
(785) 232-4572

HOME IMPROVEMENT WORKSHOPS

Home Depot Virtual Workshops

Free interactive livestream workshops. Home Depot associates can help take on projects and teach you how to care for different areas of your home.

(785) 272-5949

Lowe's Workshops

In-store events, livestreams and on-demand content, all for free.

(785) 273-0888



RESOURCE LIST (cont.)

TOOL RENTAL

Topeka Habitat for Humanity Tool Bus

121 NE Gordon
785-234-4322

Home Depot - Tool and Truck Rental

5900 SW Huntoon St.
785-272-5949

Menard's Tool Rental | Truck Rental

6401 SW 17th St.
785-273-3115

Lowe's Tool Rental

1621 SW Arvonla Pl.
785-273-0888

Sunflower Rental

2010 SW Topeka Blvd.
785-233-9487

United Rentals

5830 SW 19th Terrace
785-272-6006

Kansas Rental

5966 SW 29th Street
785-272-1232

VOLUNTEERS

United Way of Kaw Valley Volunteers

Property owners seeking volunteers can create an opportunity.

MORE RESOURCES

Get access to more resources, including how-to videos, by visiting the [Changing Our Culture of Property Maintenance website](https://bit.ly/TopekaCOCPM).

Utilize [Facebook](#), [Nextdoor](#), and other social media groups to find resources, contractors and/or collect references.

For the most up-to-date version of this document or to access links digitally, please visit <https://bit.ly/TopekaCOCPM> or scan the QR code.





LISTA DE RECURSOS

Documento Actualizado, marzo 2023

PROGRAMAS DE VIVIENDA

CIUDAD DE TOPEKA

La División de Servicios de Vivienda de la Ciudad de Topeka administra varios programas de rehabilitación de viviendas tanto para viviendas unifamiliares como para viviendas multifamiliares (de alquiler) en beneficio de las familias de bajos ingresos. Nuestra amplia gama de programas puede ayudar a mantener y revitalizar los hogares para brindar viviendas decentes y seguras.

PROGRAMAS DE VIVIENDA DISPONIBLES:

- **Reparación de mantenimiento de la propiedad:** El Programa de Reparación de Mantenimiento de la Propiedad ayuda con las reparaciones a los propietarios de viviendas de bajos ingresos que necesitan reparaciones para que sus hogares cumplan con los códigos y hacer que el hogar sea seguro, habitable y saludable. Todos los hogares elegibles deben tener una infracción activa de mantenimiento de la propiedad y estar en la escritura de la propiedad.
- **Reparación de emergencia en el hogar:** El Programa de reparaciones de emergencia en el hogar ayuda con las reparaciones a los propietarios de viviendas de bajos ingresos que necesitan reparaciones para que sus hogares cumplan con los códigos y hacer que el hogar sea seguro, habitable y saludable.
- **Programa de Accesibilidad (Eliminación de Barreras):** Si tiene dificultades para entrar, salir o moverse por su hogar debido a una discapacidad, nuestro programa de accesibilidad puede modificar esas áreas de su hogar para que sean más fáciles de usar. Los propietarios e inquilinos elegibles pueden recibir fondos para ayudar con algunas mejoras en el hogar.
- **Climatización:** El Programa de climatización está destinado a ayudar a los propietarios elegibles a realizar mejoras en sus hogares.

[Haga clic aquí para obtener más información](#) sobre los programas de vivienda de la Ciudad de Topeka o llame al (785) 368-3711.

EQUITY.ACCESS.SHELTER. (E.A.S.)

Si no tiene un hogar o corre el riesgo de quedarse sin hogar, ya no necesita comunicarse con varias agencias para recibir asistencia con el alquiler o la hipoteca. El programa EAS puede ayudarlo a acceder a la ayuda rápidamente con un único punto de contacto. El personal de EAS trabajará con usted para evaluar su nivel de necesidad y conectarlo con los recursos adecuados para su situación.

[Haga clic aquí para más información](#) sobre EAS o llame al (785) 368-9533.

PROGRAMA DE REPARACION DE BANQUETAS 50-50

La Ciudad de Topeka está aceptando solicitudes para eliminar y reemplazar banquetas públicas defectuosas a través de un plan de costos compartidos del 50 % pagado por la Ciudad y el 50 % pagado por el dueño de la propiedad. Puede haber asistencia financiera adicional disponible para aquellos que califican por sus ingresos.

[Haga clic aquí para más información](#) sobre el programa de banquetas.

COMMUNITY ACTION

Programa de Climatización para el hogar
1000 SE Hancock Street
(785) 836-4500

TOPEKA HABITAT FOR HUMANITY

PROGRAMAS DE REPARACIÓN DEL HOGAR DISPONIBLES:
Envejecimiento en el lugar, modificaciones de accesibilidad,
Rock the Block.
121 NE Gordon Street
(785) 234-4322



LISTA DE RECURSOS (cont.)

SERVICIOS DE CRISIS LAS 24 HORAS

Abuse and Neglect: SRS

1-800-922-5330

Battered Women's Task Force

1-888-822-2983

Valeo Behavioral Health Care

(785) 234-3300

Topeka Rescue Mission

(785) 354-1744

Topeka Police Crime Victim's Assistance Unit

(785) 368-9064

Topeka Police Department

(785) 368-9551

Shawnee County Sheriff's Office

(785) 251-2200

OTROS RECURSOS

PANT Resources - Sostendrá mascotas mientras los dueños estén en Rescue Mission (785) 270-8104

Blue Earth Initiatives, Inc. - Servicios de adicción/ recuperación para nativos americanos (785) 215-8360

Community Action (Emergency service)

(785) 235-9296

Topeka Independent Living Resource Center -

Asistencia para personas con discapacidad (785) 233-4572

Topeka Housing Authority - Sección 8/Vivienda pública (785) 357-8842

Cornerstone of Topeka - Vivienda de alquiler de bajo costo (785) 232-1650

Salvation Army - (785) 233-9648

Hoarding Task Force Reporting - 1-800-922-5330

Let's Help - (785) 234-6208

Doorstep Emergency Services - (785) 357-5341

American Red Cross - (785) 234-0568

Jayhawk Area Agency on Aging - (785) 235-1367

ERC Resource and Referral - (785) 357-5171

Community Resources Council - (785) 233-1365
CRC Resource Directory

Housing and Credit Counseling - (785) 234-0217
HCCI Community Resource Guide

Family Resource Center - (785) 354-8902

División de Mantenimiento de Propiedades de la Ciudad de Topeka
785-368-3161

Reporte problemas a través de SeeClickFix



LISTA DE RECURSOS (cont.)

MEJORAS PARA EL HOGAR, TIENDAS DE SUMINISTROS Y ALMACENES DE MADERA

Harbor Freight

230 SE 29th Street
(785) 234-8095

Restore - Topeka Habitat

121 NE Gordon
(785) 783-7670

Roach Hardware

1321 SW 21st Street
(785) 233-9606

Roach Hardware

230 NW Lyman Road
(785) 232-7748

Tarwater Farm & Home Supply

710 NE US HWY
(785) 233-4211

Tractor Supply Company

5236 SW Topeka Blvd
(785) 862-0216

Tractor Supply Company

710 HWY 24 East
(785) 233-4211

Westlake Ace Hardware

5001 SE 29th Street
(785) 272-0731

Westlake Ace Hardware

2075 SE 29th Street
(785) 266-3878

Westlake Ace Hardware

2050 NW Topeka Blvd
(785) 357-7005

Lowe's

1621 SW Arvon Place
(785) 273-0888

Home Depot

5900 SW Huntoon Street
(785) 272-5949

Menard's

6401 SW 17th Street
(785) 273-3115

McCray Lumber

715 SE 4th Street
(785) 357-0321

Sutherlands

2210 NW Tyler Street
(785) 232-3900

Midway Wholesale

218 SE Branner Street
(785) 232-4572

TALLERES DE MEJORA DEL HOGAR

Talleres Virtuales de Home Depot

Talleres gratuitos interactivos de transmisión en vivo. Los empleados profesionales de Home Depot pueden ayudarlo a emprender proyectos y enseñarle cómo cuidar diferentes áreas de su hogar.

(785) 272-5949

Talleres de Lowe's

Eventos en la tienda, transmisiones en vivo y contenido a pedido, todo gratis.

(785) 273-0888



LISTA DE RECURSOS (cont.)

ALQUILER DE HERRAMIENTAS

Topeka Habitat for Humanity Tool Bus

121 NE Gordon
785-234-4322

Home Depot - Tool and Truck Rental

5900 SW Huntoon St.
785-272-5949

Menard's Tool Rental | Truck Rental

6401 SW 17th St.
785-273-3115

Lowe's Tool Rental

1621 SW Arvonla Pl.
785-273-0888

Sunflower Rental

2010 SW Topeka Blvd.
785-233-9487

United Rentals

5830 SW 19th Terrace
785-272-6006

Kansas Rental

5966 SW 29th Street
785-272-1232

VOLUNTARIOS

United Way of Kaw Valley Volunteers

Los dueños de propiedades que buscan voluntarios pueden crear una oportunidad.

MÁS RECURSOS

Obtenga acceso a más recursos, incluyendo videos instructivos, visitando el sitio web de [Cambiando Nuestra Cultura De Mantenimiento de Propiedades](#).

Utilicé [Facebook](#), [Nextdoor](#), y otras plataformas de redes sociales para encontrar recursos, contratistas y/o recopilar referencias.

Para obtener la versión más actualizada de este documento o acceder a los enlaces digitalmente, visite <https://bit.ly/TopekaCOCPM> o escanee el código QR.

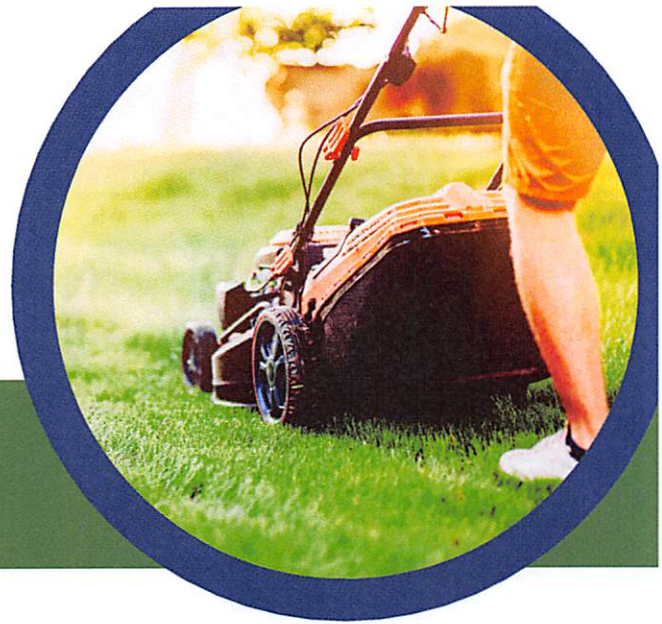




CITY OF TOPEKA



*Changing Our Culture of
Property Maintenance*



“HOW TO” HELP FOR MOWING

FINDING SOMEONE TO MOW



<https://www.lawnstarter.com/blog/lawn-care-industry/7-things-look-hiring-lawn-care-company/>

<https://www.youtube.com/watch?v=vnV6m-fjs0w>

MOWING & LAWN CARE



<https://www.youtube.com/watch?v=go0yKJK6no0>

<https://www.youtube.com/watch?v=dDN7bApxnFk>

CLEARING & TRIMMING



<https://www.youtube.com/watch?v=QIH3zl5NN10>

<https://youtu.be/p4Y9Q3HuAY0>

LAWN MOWER MAINTENANCE



<https://www.doitbest.com/resources/articles-and-buying-guides/articles/lawnmower-maintenance-101>

<https://www.youtube.com/watch?v=j81MVf6VVVo>

SAFETY GEAR



<https://www.youtube.com/watch?v=iJ7q7yoOjMM>

OIL - WHAT KIND TO USE?



https://www.youtube.com/watch?v=sxn4_F8PUWM



Kansas Residential Landlord & Tenant Act

– Reprinted by Housing & Credit Counseling, Inc. from Kansas Statutes, Updated 2005

1195 SW Buchanan, Suite 101 • Topeka, Kansas 66604 • Phone: 785-234-0217 • Email: hcci@hcci-ks.org • Website: www.hcci-ks.org

58-2540. Title of act. This act shall be known and may be cited as the "residential landlord and tenant act."

History: L. 1975, ch. 290, § 1; July 1.

58-2541. Arrangements not subject to act. Unless created to avoid the application of this act, the following arrangements are not governed by this act:

(a) Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious or similar service;

(b) occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to the purchaser's interest;

(c) occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;

(d) transient occupancy in a hotel, motel or rooming house;

(e) occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises;

(f) occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative; and

(g) occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.

History: L. 1975, ch. 290, §2, July 1.

58-2542. Jurisdiction of courts; procedure. The district court shall have jurisdiction over any landlord or tenant with respect to any conduct in this state governed by this act or with respect to any claim arising from a transaction subject to this act, and notwithstanding the provisions of subsection (b) of K.S.A. 2003 Supp. 61-2802, and any amendments thereto, such actions may be commenced pursuant to the code of civil procedure for limited actions. Unless otherwise specifically provided in this act, the code of civil

procedure for limited actions shall govern any action commenced pursuant to this act.

History: L. 1975, ch. 290, § 3; L. 1976, ch. 240, § 1; L. 1976, ch. 151, § 7; L. 2000, ch. 161, § 106; Jan. 1, 2001.

58-2543. Definitions. As used in this act: (a) "Action" includes recoupment, counterclaim, setoff, suit in equity and any other proceeding in which rights are determined, including an action for possession.

(b) "Building and housing codes" includes any law, ordinance or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any premises or dwelling unit.

(c) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household; but such term shall not include real property used to accommodate a manufactured home or mobile home, unless such manufactured home or mobile home is rented or leased by the landlord.

(d) "Good faith" means honesty in fact in the conduct of the transaction concerned.

(e) "Landlord" means the owner, lessor or sublessor of the dwelling unit, or the building of which it is a part, and it also means a manager of the premises who fails to disclose as required by K.S.A. 58-2551 and amendments thereto.

(f) "Organization" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity.

(g) "Owner" means one or more persons, jointly or severally, in whom is vested: (1) All or part of the legal title to property; or (2) all or part of the beneficial ownership and a right to prevent use and enjoyment of the premises;

and such term includes a mortgagee in possession.

(h) "Person" includes an individual or organization.

(i) "Premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant.

(j) "Rent" means all payments to be made to the landlord under the rental agreement, other than the security deposit.

(k) "Rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under K.S.A. 58-2556 and amendments thereto, embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premise.

(l) "Roomer" means a person occupying a dwelling unit that lacks a major bathroom and kitchen facility, in a structure where one or more major facilities are used in common by occupants of the dwelling unit and other dwelling units. As used herein, a major bathroom facility means a toilet, and either a bath or shower, and a major kitchen facility means a refrigerator, stove and sink.

(m) "Security deposit" means any sum of money specified in a rental agreement, however denominated, to be deposited with a landlord by a tenant as a condition precedent to the occupancy of a dwelling unit, which sum of money, or any part thereof, may be forfeited by the tenant under the terms of the rental agreement upon the occurrence or breach of conditions specified therein.

(n) "Single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit.

(o) "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.

History: L. 1975, ch. 290, § 4; L. 1991, ch. 33, § 33; July 1.

58-2544. Finding of unconscionability; remedies; evidence. (a) If the court, as a matter of law, finds: (1) A rental agreement or

any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result; or

(2) a settlement in which a party waives or agrees to forego a claim or right under this act or under a rental agreement was unconscionable at the time it was made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision or limit the application of any unconscionable provision to avoid any unconscionable result.

(b) If unconscionability is put into issue by a party or by the court upon its own motion, the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.

History: L. 1975, ch. 290, § 5, July 1.

58-2545. Rental agreements; terms and conditions in absence thereof. (a) The

landlord and tenant may include in a rental agreement, terms and conditions not prohibited by this act or other rule of law, including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

(b) In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

(c) Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit, and periodic rent is payable at the beginning of any term of one (1) month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day-to-day.

(d) Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week, in the case of a roomer who pays weekly rent, and in all other cases month-to-month.

History: L. 1975, ch. 290, § 6; July 1.

58-2546. Same; agreement not signed and delivered given effect by certain actions; limitation on term. (a) If

the landlord does not sign and deliver a written rental agreement which has been signed and delivered to such landlord by the tenant, the knowing acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord.

(b) If the tenant does not sign and deliver a written rental agreement which has been signed and delivered to such tenant by the landlord, the knowing acceptance of possession and payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant.

(c) If a rental agreement given effect by the operation of this section provides for a term longer than one year, it is effective only for one year.

History: L. 1975, ch. 290, § 7; July 1.

58-2547. Same; prohibited terms and conditions; damages. (a) No rental agreement may provide that the tenant or landlord:

(1) Agrees to waive or to forego rights or remedies under this act;

(2) authorizes any person to confess judgment on a claim arising out of the rental agreement;

(3) agrees to pay either party's attorneys' fees; or

(4) agrees to the exculpation or limitation of any liability of either party arising under law or to indemnify either party for that liability or the costs connected therewith, except that a rental agreement may provide that a tenant agrees to limit the landlord's liability for fire, theft or breakage with respect to common areas of the dwelling unit.

(b) A provision prohibited by subsection (a) included in a rental agreement is unenforceable. If a landlord deliberately uses a rental agreement containing provisions known by such landlord to be prohibited, the tenant may recover actual damages sustained by such tenant.

History: L. 1975, ch. 290, § 8, July 1.

58-2548. Inventory of premises by landlord and tenant, when; copies. Within five (5) days of the initial date of occupancy or upon delivery of possession, the landlord, or such landlord's designated representative, and the tenant shall jointly inventory the premises. A written record detailing the condition of the

premises and any furnishings or appliances provided shall be completed. Duplicate copies of the record shall be signed by the landlord and the tenant as an indication the inventory was completed. The tenant shall be given a copy of the inventory.

History: L. 1975, ch. 290, § 9; July 1.

58-2549. Receipt of rent subject to certain obligations. A rental agreement, assignment, conveyance, trust deed or security instrument may not permit the receipt of rent free of the obligation to comply with subsection (a) of K.S.A. 58-2553.

History: L. 1975, ch. 290, § 10; July 1.

58-2550. Security deposits; amounts; return; damages for noncompliance. (a) A landlord may not demand or receive a security deposit for an unfurnished dwelling unit in an amount or value in excess of one month's periodic rent. If the rental agreement provides for the tenant to use furniture owned by the landlord, the landlord may demand and receive a security deposit not to exceed one and one-half (1 1/2) month's rent, and if the rental agreement permits the tenant to keep or maintain pets in the dwelling unit, the landlord may demand and receive an additional security deposit not to exceed one-half (1/2) of one month's rent. A municipal housing authority created under the provisions of K.S.A. 17-2337 et seq., and amendments thereto, which is wholly or partially subsidized by aid from the federal government, pursuant to a rental agreement in which rent is determined solely by the personal income of the tenant, may demand and receive a security deposit in accordance with a schedule established by the housing authority, which is based on the bedroom unit size of the dwelling unit. Any such municipal housing authority which establishes such a schedule shall provide a deferred payment plan whereby the tenant may pay the deposit in reasonable increments over a period of time.

(b) Upon termination of the tenancy, any security deposit held by the landlord may be applied to the payment of accrued rent and the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with K.S.A. 58-2555, and amendments thereto, and the rental agreement, all as itemized by the landlord in a

written notice delivered to the tenant. If the landlord proposes to retain any portion of the security deposit for expenses, damages or other legally allowable charges under the provisions of the rental agreement, other than rent, the landlord shall return the balance of the security deposit to the tenant within fourteen (14) days after the determination of the amount of such expenses, damages or other charges, but in no event to exceed thirty (30) days after termination of the tenancy, delivery of possession and demand by the tenant. If the tenant does not make such demand within thirty (30) days after termination of the tenancy, the landlord shall mail that portion of the security deposit due the tenant to the tenant's last known address.

(c) If the landlord fails to comply with subsection (b) of this section, the tenant may recover that portion of the security deposit due together with damages in an amount equal to one and one-half (1 1/2) the amount wrongfully withheld.

(d) Except as otherwise provided by the rental agreement, a tenant shall not apply or deduct any portion of the security deposit from the last month's rent or use or apply such tenant's security deposit at any time in lieu of payment of rent. If a tenant fails to comply with this subsection, the security deposit shall be forfeited and the landlord may recover the rent due as if the deposit had not been applied or deducted from the rent due.

(e) Nothing in this section shall preclude the landlord or tenant from recovering other damages to which such landlord or tenant may be entitled under this act.

(f) The holder of the landlord's interest in the premises at the time of the termination of the tenancy shall be bound by this section.

History: L. 1975, ch. 290, § 11; L. 1978, ch. 216, § 1; L. 1997, ch. 68, § 1, July 1.

58-2551. Disclosures required of landlord or person authorized to enter rental agreement; person failing to comply becomes landlord's agent for certain purposes. (a) The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing, at or before the commencement of the tenancy, the name and address of:

(1) The person authorized to manage the premises; and

(2) an owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.

(b) The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord, owner or manager.

(c) A person who fails to comply with subsection (a) becomes an agent of each person who is a landlord for the purpose of:

(1) Service of process and receiving and receipting for notices and demands; and

(2) performing the obligations of the landlord under this act and under the rental agreement and expending or making available for such purpose all rent collected from the premises.

History: L. 1975, ch. 290, § 12, July 1.

58-2552. Delivery of possession of premises; action for possession; damages.

At the commencement of the term the landlord shall deliver possession of the premises to the tenant in compliance with the rental agreement and K.S.A. 58-2553. The landlord may bring an action for possession against any person wrongfully in possession and may recover the damages provided in subsection (c) of K.S.A. 58-2570.

History: L. 1975, ch. 290, § 13; July 1.

58-2553. Duties of landlord; agreement that tenant perform landlord's duties; limitations.

(a) Except when prevented by an act of God, the failure of public utility services or other conditions beyond the landlord's control, the landlord shall:

(1) Comply with the requirements of applicable building and housing codes materially affecting health and safety. If the duty imposed by this paragraph is greater than any duty imposed by any other paragraph of this subsection, the landlord's duty shall be determined in accordance with the provisions of this paragraph;

(2) exercise reasonable care in the maintenance of the common areas;

(3) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air-conditioning appliances including elevators, supplied or required to be supplied by such landlord;

(4) except where provided by a governmental entity, provide and maintain on the grounds, for the common use by all tenants, appropriate receptacles and conveniences for the removal of ashes, garbage, rubbish and other waste incidental to the occupancy of the dwelling unit and arrange for their removal; and

(5) supply running water and reasonable amounts of hot water at all times and reasonable heat, unless the building that includes the dwelling units is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection. Nothing in this section shall be construed as abrogating, limiting or otherwise affecting the obligation of a tenant to pay for any utility service in accordance with the provisions of the rental agreement. The landlord shall not interfere with or refuse to allow access or service to a tenant by a communication or cable television service duly franchised by a municipality.

(b) The landlord and tenants of a dwelling unit or units which provide a home, residence or sleeping place for not to exceed four households having common areas may agree in writing that the tenant is to perform the landlord's duties specified in paragraphs (4) and (5) of subsection (a) of this section and also specified repairs, maintenance tasks, alterations or remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord.

(c) The landlord and tenant of any dwelling unit, other than a single family residence, may agree that the tenant is to perform specified repairs, maintenance tasks, alterations or remodeling only if:

(1) The agreement of the parties is entered into in good faith, and not to evade the obligations of the landlord, and is set forth in a separate written agreement signed by the parties and supported by adequate consideration;

(2) the work is not necessary to cure noncompliance with subsection (a)(1) of this section; and

(3) the agreement does not diminish or affect the obligation of the landlord to other tenants in the premises.

(d) The landlord may not treat performance

of the separate agreement described in subsection (c) of this section as a condition to any obligation or the performance of any rental agreement.

History: L. 1975, ch. 290, § 14; L. 1982, ch. 230, § 2; July 1.

58-2554. Conveyance by landlord or termination by manager; notice; no liability for subsequent events. (a) Unless otherwise agreed, a landlord, who conveys premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser, is relieved of liability under the rental agreement and this act as to events occurring subsequent to written notice to the tenant of the conveyance. However, such landlord remains liable to the tenant for any portion of a security deposit to which the tenant is entitled under K.S.A. 58-2550.

(b) Unless otherwise agreed, a manager of premises that include a dwelling unit is relieved of liability under the rental agreement and this act as to events occurring after written notice to the tenant of the termination of such manager's management.

History: L. 1975, ch. 290, § 15; July 1.

58-2555. Duties of tenant. The tenant shall: (a) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

(b) keep that part of the premises that such tenant occupies and uses as clean and safe as the condition of the premises permit;

(c) remove from such tenant's dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner;

(d) keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

(e) use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators in the premises;

(f) be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the tenant or by any person or animal or pet on the premises at any time with the express or implied permission or consent of the tenant;

(g) not engage in conduct or allow any person or animal or pet, on the premises with

the express or implied permission or consent of the tenant, to engage in conduct that will disturb the quiet and peaceful enjoyment of the premises by other tenants.

History: L. 1975, ch. 290, § 16; July 1.

58-2556. Rules and regulations of landlord; when enforceable. A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the premises. Any such rule or regulation is enforceable against the tenant only if:

(a) Its purpose is to promote the convenience, safety, peace or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for the tenants generally;

(b) it is reasonably related to the purpose for which it is adopted;

(c) it applies to all tenants in the premises equally;

(d) it is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform the tenant of what such tenant must or must not do to comply;

(e) it is not for the purpose of evading the obligations of the landlord; and

(f) the tenant has notice of it at the time such tenant enters into the rental agreement.

After the tenant enters into the rental agreement, if a rule or regulation which effects a substantial modification of the rental agreement is adopted, such rule or regulation is not enforceable against the tenant unless such tenant consents to it in writing.

History: L. 1975, ch. 290, § 17; July 1.

58-2557. Landlord's right to enter; limitations. (a) The landlord shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the tenant, in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors.

(b) The landlord may enter the dwelling unit without consent of the tenant in case of an extreme hazard involving the potential loss of life or severe property damage.

(c) The landlord shall not abuse the right of access or use it to harass the tenant.

History: L. 1975, ch. 290, § 18; July 1.

58-2558. Use of premises; extended absence of tenant. Unless otherwise agreed, the tenant shall occupy such tenant's dwelling unit only as a dwelling unit. The rental agreement may require that the tenant notify the landlord of any anticipated extended absence from the premises in excess of seven days no later than the first day of the extended absence.

History: L. 1975, ch. 290, § 19; July 1.

58-2559. Material noncompliance by landlord; notice; termination of rental agreement; limitations; remedies; security deposit. (a) Except as otherwise provided in this act, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with K.S.A. 58-2553 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a periodic rent-paying date not less than thirty (30) days after receipt of the notice. The rental agreement shall terminate as provided in the notice, subject to the following:

(1) If the breach is remediable by repairs or the payment of damages or otherwise, and the landlord adequately initiates a good faith effort to remedy the breach within fourteen (14) days after receipt of the notice, the rental agreement shall not terminate. However, in the event that the same or a similar breach occurs after the fourteen-day period provided herein, the tenant may deliver a written notice to the landlord specifically describing the breach and stating that the rental agreement shall terminate upon a periodic rent-paying date not less than thirty (30) days after the receipt of such notice by the landlord. The rental agreement then shall terminate as provided in such notice.

(2) The tenant may not terminate for a condition caused by an act or omission of, or which is or can be properly attributable or applicable to, the tenant or any person or animal or pet on the premises at any time with the tenant's express or implied permission or consent.

(b) Except as otherwise provided in this act, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or K.S.A. 58-2553. The remedy provided in this

subsection shall be in addition to any right of the tenant arising under subsection (a) of this section.

(c) If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-2550.

(d) The provisions of this section shall not limit a landlord's or tenant's right to terminate the rental agreement pursuant to K.S.A. 58-2570, and amendments thereto.

History: L. 1975, Ch. 290, § 20; L. 1978, ch. 218, § 2; L. 1978, ch. 217, § 2; July 1.

58-2560. Failure by landlord to deliver possession; remedies. If the landlord fails to deliver possession of the dwelling unit to the tenant as provided in K.S.A. 58-2552, rent abates until possession is delivered and the tenant:

(a) Upon at least five days' written notice to the landlord, may terminate the rental agreement and upon termination the landlord shall return all of the security deposit; or

(b) may demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the dwelling unit against the landlord, or any person wrongfully in possession, and recover the damages sustained by such tenant.

If a person's failure to deliver possession is willful and not in good faith, an aggrieved party may recover from such person an amount not more than one and one-half (1 1/2) months' periodic rent or one and one-half (1 1/2) times the actual damages sustained by such party, whichever is greater.

History: L. 1975, ch. 290, § 21; July 1.

58-2561. Action for possession for nonpayment of rent; counterclaim, waiver; accrued rent, payment into court; disposition; when judgment for tenant. (a) In an action for possession based upon nonpayment of the rent, or in an action for rent where the tenant is in possession, the tenant shall counterclaim for any amount which such tenant may recover under the rental agreement or this act or such counterclaim shall be deemed to have been waived. In that event, the court from time to time may order the tenant to pay into court all or part of the rent accrued and thereafter accruing, and shall determine the amount due to each party. The

party to whom a net amount is owed shall be paid first from the money paid into court, and the balance shall be paid by the other party. If no rent remains due after application of this section, judgment may be entered for the tenant in the action for possession.

(b) In an action for rent where the tenant is not in possession, the tenant may counterclaim as provided in subsection (a), but the tenant shall not be required to pay any rent into court.

History: L. 1975, ch. 290, § 22; July 1.

58-2562. Damage or destruction by fire or casualty; termination of rental agreement; notice; vacation of part of dwelling; reduction of rent; security deposit. (a) If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the use and habitability of the dwelling unit is substantially impaired, the tenant:

(1) May vacate the premises immediately and shall notify the landlord in writing within five (5) days thereafter of such tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(2) if continued occupancy is lawful, may vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

(b) If the rental agreement is terminated pursuant to this section, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-2550, and accounting for rent in the event of either termination of the rental agreement or apportionment of rent shall occur as of the date of vacating.

History: L. 1975, ch. 290, § 23; July 1.

58-2563. Unlawful removal or exclusion of tenant; diminished services; damages; security deposit. If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, the tenant may recover possession or terminate the rental agreement and, in either case, recover an amount not more than one and one-half (1 1/2) months' periodic rent or the damages sustained

by the tenant, whichever is greater. If the rental agreement is terminated, the landlord shall return that portion of the security deposit recoverable by the tenant under K.S.A. 58-2550.

History: L. 1975, ch. 290, § 24; July 1.

58-2564. Material noncompliance by tenant; notice; termination of rental agreement; limitations; nonpayment of rent; remedies. (a) Except as otherwise provided in the residential landlord and tenant act, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with K.S.A. 58-2555 and amendments thereto materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice, if the breach is not remedied in 14 days. The rental agreement shall terminate as provided in the notice regardless of the periodic rent-paying date, except that if the breach is remediable by repairs or the payment of damages or otherwise, and the tenant adequately initiates a good faith effort to remedy the breach prior to the date specified in the notice, the rental agreement will not terminate. However, in the event that such breach or a similar breach occurs after the 14-day period provided in this subsection, the landlord may deliver a written notice to the tenant that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice without providing the opportunity to remedy the breach. The rental agreement then shall terminate as provided in such notice regardless of the periodic rent-paying date.

(b) The landlord may terminate the rental agreement if rent is unpaid when due and the tenant fails to pay rent within three days, after written notice by the landlord of nonpayment and such landlord's intention to terminate the rental agreement if the rent is not paid within such three-day period. The three-day notice period provided for in this subsection shall be computed as three consecutive 24-hour periods. When such notice is served on the tenant or to some person over 12 years of age residing on the premises, or by posting a copy of the notice in a conspicuous place thereon, the three-day period shall commence at the time of delivery or posting. When such notice is

delivered by mailing, an additional two days from the date of mailing should be allowed for the tenant to pay such tenant's rent and thereby avoid having the rental agreement terminated.

(c) Except as otherwise provided in the residential landlord and tenant act, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or K.S.A. 58-2555 and amendments thereto.

(d) The provisions of this section shall not limit a landlord's or tenant's right to terminate the rental agreement pursuant to K.S.A. 58-2570, and amendments thereto.

History: L. 1975, ch. 290, § 25; L. 1978, ch. 218, § 1; L. 1978, ch. 217, § 1; L. 1992, ch. 306, § 1; July 1.

58-2565. Extended absence of tenant; damages; entry by landlord; abandonment by tenant, when; reasonable effort to rent required; termination of rental agreement, when; personal property of tenant; disposition, procedure; proceeds; rights of person receiving property. (a) If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days required in K.S.A. 58-2558, and amendments thereto, and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.

(b) During any absence of the tenant in excess of 30 days, the landlord may enter the dwelling unit at times reasonably necessary. If, after the tenant is 10 days in default for nonpayment of rent and has removed a substantial portion of such tenant's belongings from the dwelling unit, the landlord may assume that the tenant has abandoned the dwelling unit, unless the tenant has notified the landlord to the contrary.

(c) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it is deemed to be terminated as of the date the new tenancy begins. The rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment, if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender. If the tenancy is

from month-to-month, or week-to-week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.

(d) If the tenant abandons or surrenders possession of the dwelling unit and leaves household goods, furnishings, fixtures or any other personal property in or at the dwelling unit or if the tenant is removed from the dwelling unit as a result of a forcible detainer action, pursuant to K.S.A. 2003 Supp. 61-3801 through 61-3808 and amendments thereto, and fails to remove any household goods, furnishings, fixtures or any other personal property in or at the dwelling unit after possession of the dwelling unit is returned to the landlord, the landlord may take possession of the property, store it at tenant's expense and sell or otherwise dispose of the same upon the expiration of 30 days after the landlord takes possession of the property, if at least 15 days prior to the sale or other disposition of such property the landlord shall publish once in a newspaper of general circulation in the county in which such dwelling unit is located a notice of the landlord's intention to sell or dispose of such property. Within seven days after publication, a copy of the published notice shall be mailed by the landlord to the tenant at the tenant's last known address. Such notice shall state the name of the tenant, a brief description of the property and the approximate date on which the landlord intends to sell or otherwise dispose of such property. If the foregoing requirements are met, the landlord may sell or otherwise dispose of the property without liability to the tenant or to any other person who has or claims to have an interest in such property, except as to any secured creditor who gives notice of creditor's interest in such property to the landlord prior to the sale or disposition thereof, if the landlord has no knowledge or notice that any person, other than the tenant, has or claims to have an interest in such property. During such 30 [30-day] period after the landlord takes possession of the property, and at any time prior to sale or other disposition thereof, the tenant may redeem the property upon payment to the landlord of the reasonable expenses incurred by the landlord of taking, holding and preparing the property for sale and of any amount due from the tenant to the landlord for rent or otherwise.

(e) Any proceeds from the sale or other

disposition of the property as provided in subsection (d) shall be applied by the landlord in the following order:

(1) To the reasonable expenses of taking, holding, preparing for sale or disposition, giving notice and selling or disposing thereof;

(2) to the satisfaction of any amount due from the tenant to the landlord for rent or otherwise; and,

(3) the balance, if any, may be retained by the landlord, without liability to the tenant or to any other person, other than a secured creditor who gave notice of creditors interest as provided in subsection (d), for any profit made as a result of a sale or other disposition of such property.

(f) Any person who purchases or otherwise receives the property pursuant to a sale or other disposition of the property as provided under subsection (d) of this section, without knowledge that such sale or disposition is in violation of the ownership rights or security interest of a third party in the property, takes title to the property free and clear of any right, title, claim or interest of the tenant or such third party in the property.

History: L. 1975, ch. 290, § 26; L. 1996, ch. 113, § 1; L. 2000, ch. 161, § 107; Jan. 1, 2001

58-2566. Acceptance of late rent; effect.

Acceptance of late payment of rent from the tenant without reservation by the landlord, or acceptance of performance by the tenant, other than for payment of rent, that varies from the terms of the rental agreement, constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.

History: L. 1975, ch. 290, § 27; July 1.

58-2567. Lien or security interest in tenant's personal property unenforceable; distraint abolished, exception. (a) Except as otherwise provided in this act, a lien or security interest on behalf of the landlord in the tenant's household goods, furnishings, fixtures or other personal property is not enforceable unless perfected prior to the effective date of this act.

(b) Except as otherwise provided in K.S.A. 58-2565, distraint for rent is abolished.

History: L. 1975, ch. 290, § 28; July 1.

58-2568. Landlord's remedies upon termination of rental agreement. Upon termination of the rental agreement, the

landlord may have a claim and file an action for possession or for rent or both. The landlord also may have a separate claim for actual damages for breach of the rental agreement and may file an action for such damages prior to the termination date of the rental agreement.

History: L. 1975, ch. 290, § 29; July 1.

58-2569. Landlord's recovery or possession of dwelling; limitations. A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, except in case of abandonment, surrender or as otherwise permitted in this act.

History: L. 1975, ch. 290, § 30; July 1.

58-2570. Termination of tenancy; notice; holdover by tenant; remedies; notice obligating tenant beyond terms of lease agreement, form. (a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days prior to the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other party stating that the tenancy shall terminate upon a periodic rent-paying date not less than 30 days after the receipt of the notice, except that not more than 15 days' written notice by a tenant shall be necessary to terminate any such tenancy where the tenant is in the military service of the United States and termination of the tenancy is necessitated by military orders. Any rental agreement for a definite term of more than 30 days shall not be construed as a month-to-month tenancy, even though the rent is reserved payable at intervals of 30 days.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. In addition, if the tenant's holdover is willful and not in good faith the landlord may recover an amount not more than 1½ months' periodic rent or not more than 1½ times the actual damages sustained by the landlord, whichever is greater. If the landlord consents to the tenant's continued occupancy subsection (d) of K.S.A. 58-2545, and

amendments thereto, shall govern.

(d) In any action for possession, the landlord may obtain an order of the court granting immediate possession of the dwelling unit to the landlord by filing a motion therefor in accordance with subsection (b) of K.S.A. 60-207, and amendments thereto, and service thereof on the tenant pursuant to K.S.A. 60-205, and amendments thereto. After a hearing and presentation of evidence on the motion, and if the judge is satisfied that granting immediate possession of the dwelling unit to the landlord is in the interest of justice and will properly protect the interests of all the parties, the judge may enter or cause to be entered an order for the immediate restitution of the premises to the landlord upon the landlord giving an undertaking to the tenant in an amount and with such surety as the court may require, conditioned for the payment of damages or otherwise if judgment be entered in favor of the tenant.

(e) If a landlord provides to a tenant a document which, if signed by the landlord or tenant or both, would constitute the tenant's written notice to the landlord that the tenant intends to vacate the premises, and if such document contains any additional terms that are not contained in the rental agreement between the landlord and tenant, then the document shall include the following statement in no less than 10-point boldface type: 'YOUR SIGNATURE ON THIS DOCUMENT MAY BIND YOU TO ADDITIONAL TERMS NOT IN YOUR ORIGINAL LEASE AGREEMENT. IF YOUR LEASE REQUIRES YOU TO GIVE WRITTEN NOTICE OF YOUR INTENT TO VACATE, YOU HAVE THE RIGHT TO DECLINE TO SIGN THIS DOCUMENT AND TO PROVIDE WRITTEN NOTICE IN ANOTHER FORM.' If such statement does not appear in such document, a tenant's signature on such document shall not bind the tenant to any additional terms that are not contained in the rental agreement.

History: L. 1975, ch. 290, § 31; L. 1978, ch. 218, § 3; L. 1978, ch. 217, § 3; L. 2003, ch. 103 § 1; July 1.

58-2571. Tenant's refusal to allow lawful access; remedies; landlord's unlawful or unreasonable entry; remedies.

(a) If the tenant refuses to allow lawful access to the dwelling unit, the landlord may obtain injunctive relief to compel access, or may terminate the rental agreement. In either case,

the landlord may recover actual damages.

(b) If the landlord makes an unlawful entry, or a lawful entry in an unreasonable manner, or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or may terminate the rental agreement. In either case, the tenant may recover actual damages.

History: L. 1975, ch. 290, § 32; July 1.

58-2572. Certain retaliatory actions by landlord prohibited; remedies; increased rent, when; action for possession, when.

(a) Except as otherwise provided in this section, a landlord may not retaliate by increasing rent or decreasing services after:

(1) The tenant has complained to a governmental agency, charged with responsibility for enforcement of a building or housing code, of a violation applicable to the premises materially affecting health and safety; or

(2) the tenant has complained to the landlord of a violation under K.S.A. 58-2553; or

(3) the tenant has organized or become a member of a tenants' union or similar organization.

(b) If the landlord acts in violation of subsection (a) of this section, the tenant is entitled to the remedies provided in K.S.A. 58-2563 and has a defense in an action against such tenant for possession.

(c) Notwithstanding the provisions of subsection (a), the landlord may increase the rent of a tenant even though the tenant has complained of a violation as described in clauses (1) or (2) of subsection (a) or has organized or become a member of an organization as described in clause (3) of subsection (a), if such rent increase does not conflict with a lease agreement in effect and is made in good faith to compensate the landlord for expenses incurred as a result of acts of God, public utility service rate increases, property tax increases or other increases in costs of operations.

(d) Notwithstanding subsections (a) and (b), a landlord may bring an action for possession if:

(1) The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person or animal or pet upon the premises with his or her express or implied consent;

(2) the tenant is in default in rent; or

(3) compliance with the applicable building or housing code requires alteration, remodeling or demolition which would effectively deprive the tenant of use of the dwelling unit. The maintenance of an action under this subsection does not release the landlord from liability under subsection (b) of K.S.A. 58-2559.

History: L. 1975, ch. 290, § 33; July 1.

58-2573. Inapplicability of act. The provisions of this act shall not: (a) Apply to or affect any valid rental agreement entered into prior to the effective date of this act, nor shall it apply to or affect any conduct or transaction of the parties to such rental agreement, if such conduct or transaction is in accordance with and pursuant to such rental agreement; but the provisions of this act shall apply to and govern any renewal, extension or modification of any such rental agreement, where such renewal, extension or modification is effected on or after the effective date of this act; or

(b) apply to any person or persons who enter and remain in a dwelling unit without a rental agreement and without the landlord's knowledge and such person knows that such person is not authorized or privileged to do so and an order to leave has been personally communicated to such person by the landlord. Such person or persons may be prosecuted pursuant to K.S.A. 21-3721, and amendments thereto.

History: L. 1975, ch. 290, § 34; L. 1994, ch. 271, § 2, July 1.

OTHER APPLICABLE STATUTES

58-2504. Termination of tenancy at will; notice. Thirty days' notice in writing is necessary to be given by either party before he or she can terminate a tenancy at will, or from one period to another of three months or less; but where in any case rent is reserved payable at intervals of less than thirty days, the length of notice need not be greater than such interval between the days of payment: Provided, however, That when premises are furnished or let by an employer to an employee, said

tenancy shall cease and determine ten days after written notice to vacate: Provided further, That not more than fifteen (15) days' notice in writing by a tenant shall be necessary to terminate any tenancy as described in this section of persons in the military service of the United States in which the termination of tenancy is necessitated by military orders.

History: G.S. 1868, ch. 55, ¶ 4; L. 1919, ch. 223, § 1; R.S. 1923, 67-504; L. 1967, ch. 305, § 1; L. 1973, ch. 223, § 1, July 1.

58-2505. Termination of tenancy from year-to-year; notice. All tenancies from year to year, other than farm tenancies from year-to-year, may be terminated by at least thirty days' notice in writing, given to the tenant prior to the expiration of the year.

History: G.S. 1868, ch. 55, § 5; L. 1905, ch. 281, § 1; R.S. 1923, 67-505; L. 1978, ch. 215, § 1; July 1.

58-2506. Termination of farm or pastureland tenancy; notice. (a) Except as may be otherwise provided by this section or by a written lease signed by the parties thereto, in cases of tenants occupying and cultivating farms or occupying or leasing pastureland, the notice to terminate such a farm or pastureland tenancy must be given in writing at least 30 days prior to March 1 and must fix the termination of the tenancy to take place on March 1. For purposes of this act, "pastureland" means land used for livestock grazing or hay production, or both, which includes perennial vegetation, including, but not limited to, native vegetation, grass-like plants, forbs, shrubs, savannas, shrublands, marshes and meadows. (b) When a notice of termination is given pursuant to subsection (a) after a fall seeded grain crop has been planted, as to that part of the farm which is planted to a fall seeded grain crop on cropland which has been prepared in conformance with normal practices in the area, the notice shall be construed as fixing the termination of the tenancy of such portion to take place on the day following the last day of harvesting such crop or crops, or August 1, whichever comes first. (c) When a notice of termination is given pursuant to subsection (a) after the 30th day preceding March 1 and prior to the planting of a fall seeded grain crop on cropland which has been prepared in conformance with normal practices in the area, in any year in which a

fall seeded grain crop has been or will be harvested, the notice shall be construed as fixing the termination of the tenancy of that part of the farm devoted to fall seeded grain crops on the day following the last day of harvesting such crop or crops in the succeeding year or August 1 of such succeeding year, whichever comes first. (d) Subject to the provisions of this section, a farm or pastureland tenant becomes a tenant from year-to-year by occupying the premises after the expiration of the term fixed in a written lease, in which case the notice of termination of tenancy must fix the termination of tenancy to take place on the same day of the same month following the service of the notice as the day and month of termination fixed in the original lease under which the tenant first occupied the premises. Such notice shall be written and given to the tenant at least 30 days prior to such termination date. **History:** G.S. 1868, ch. 55, § 6; L. 1919, ch. 224, § 1; R.S. 1923, 67-506; L. 1975, ch. 294, § 1; L. 1978, ch. 215, § 2; L. 1979, ch. 175, § 1; L. 1981, ch. 225, § 1; L. 2002, ch. 81, § 1; July 1

58-2506a. Termination of farm tenancies; landlord's liability for certain substances and services provided by tenant. (a) When a notice of termination is given by the landlord pursuant to subsection (a) or (d) of K.S.A. 58-2506 and amendments thereto, and the tenant prior to receiving such notice has (1) performed customary tillage practices or has applied or furnished fertilizers, herbicides or pest control substances and (2) has not planted the ground, the landlord shall pay the tenant the fair and reasonable value of the services furnished and the fertilizers, herbicides or pest control substances furnished. (b) Where a farm tenancy is terminated by the landlord on March 1 pursuant to subsection (a) of K.S.A. 58-2506 and amendments thereto, and the tenant planted and obtained a satisfactory stand of alfalfa the preceding fall, the landlord shall pay the tenant the fair and reasonable value of all services performed in preparing and planting the alfalfa and for all of the tenant's expenditures for seed, fertilizer, herbicide or pest control substances. **History:** L. 1978, ch. 215, § 3; L. 1985, ch. 186, § 1; July 1.

58-2507. Termination of lease for three

months or longer; notice; effect of payment of rent. If a tenant for a period of three months or longer neglect or refuse to pay rent when due, ten days' notice in writing to quit shall determine the lease, unless such rent be paid before the expiration of said ten days.

History: G.S. 1868, ch. 55, § 7; Oct. 31; R.S. 1923, 67-507.

58-2508. Termination of tenancy of less than three months for nonpayment of rent; notice. If a tenant for a period of less than three months shall neglect or refuse to pay rent when due, three days' notice in writing to quit shall determine the same, unless such rent be paid before the expiration of said three days.

History: G.S. 1868, ch. 55, § 8; L. 1905, ch. 280, § 1; March 4, R.S. 1923, 67-508.

58-2509. Notice to quit not necessary, when. Where the time for the termination of a tenancy is specified in the contract, or where a tenant at will commits waste, or in the case of a tenant by sufferance, and in any case where the relation of landlord and tenant does not exist, no notice to quit shall be necessary.

History: G.S. 1868, ch. 55, § 8; L. 1905, ch. 280, § 1; March 4; R.S. 1923, 67-508.

58-2510. Service of notice of termination of lease or tenancy. Notice as required in the preceding sections may be served on the tenant, or, if the tenant cannot be found, by leaving a copy thereof at the tenant's usual place of residence, or by delivering a copy thereof to some person over 12 years of age residing on the premises, or, if no person is found upon the premises, by posting a copy of the notice in a conspicuous place thereon, or by registered mail, registered mail return receipt requested, or certified mail, return receipt requested, addressed to the tenant at the tenant's usual place of residence. Proof of service by registered mail may be by the affidavit of the person mailing such notice or by the return receipt. Proof of service by certified mail may be by the return receipt.

History: G.S. 1868, ch. 55, § 10; L. 1905, ch. 280, § 2; R.S. 1923, 67-510; L. 1951, ch. 372, § 1; L. 1982, ch. 230, § 1; July 1.

58-2511. Assignment or transfer by tenant, when. No tenant for a term not exceeding two years, or at will, or by sufferance, shall assign or transfer his or her

term or interest or any part thereof to another without the written consent of the landlord or person holding under the landlord.

History: G.S. 1868, ch. 55, § 11; Oct. 31; R.S. 1923, 67-511.

58-2512. Same; re-entry upon violation of 58-2511. If any tenant shall violate the provisions of the preceding section, the landlord or person holding under the landlord, after giving ten days' notice to quit possession, shall have a right to re-enter the premises and take possession thereof and dispossess the tenant, subtenant or undertenant.

History: G.S. 1868, ch. 55, § 12; Oct. 31; R.S. 1923, 67-512.

The following statutes have been reprinted and are available in hard copy at HCCI.

22-3901 through 22-3904, 41-805. "Illegal Activity/Party Shack" laws.

61-2301 through 61-2311, 61-1312 through 61-1314 and 61-2106. Forcible Detainer (eviction) laws.

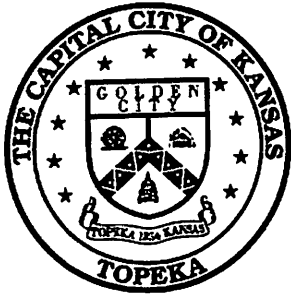
Summary:

The City has adopted ordinances with the goal of protecting tenants who make good faith complaints about the conditions of their rental units to either the landlord or a government agency. In summary, if a tenant makes a good faith complaint about his/her rental unit; or has joined a tenant union/organization -- and the tenant is current on their rent and not the cause of the issue being complained about -- the tenant is protected from retaliation for a period of six months. Retaliatory acts by a landlord can include actions for recovery of the rental unit, increased rent, decreased services or any act intended to cause the tenant to leave the unit permanently.

If you believe you have been retaliated against, you will need to complete two forms (attached) and then submit them to the Topeka Police Department:

- (1) A Retaliatory Action Offense Report form; and
- (2) An Affidavit for Prosecution of Retaliatory Landlord Action form.

These forms will assist with quickly identifying necessary and relevant information, which will allow TPD to then investigate the claims and forward to the Criminal Prosecution Division for charging decisions. In addition, State law provides a remedy for retaliatory eviction that you may wish to review. K.S.A. 58-2572; 58-2563.



CITY OF TOPEKA

Legal Department
215 SE 7th St., Room 260
Topeka, KS 66603-3914
Tel: (785) 368-3910
Fax: (785) 368-3104

Tenant Initiated RETALIATORY ACTION offense report (TMC 9.25.020)

Topeka Municipal Code 9.25.020 makes it unlawful for owners or landlords of dwelling units in the City of Topeka to take retaliatory action against tenants in some circumstances. If you believe you have been the victim of an unlawful retaliatory action by your landlord and wish for the City of Topeka to intervene and initiate criminal prosecution on your behalf, please complete the following offense report. **PRINT ALL INFORMATION AND SIGN BELOW.**

Should you answer "NO" to any of Questions 1 through 4, the incident is deemed a civil matter and will not be considered further for criminal prosecution by the City Attorney's Office.

1. Are all rent payments current? ☐ Yes ☐ No
 2. Did one of the following actions take place? ☐ Yes (check all that apply) ☐ No
 - a. ☐ I complained, in good faith, to the City of Topeka, Shawnee County, the State of Kansas or my landlord about the conditions of my dwelling unit being in violation of the City of Topeka's Property Maintenance Code, or any statute, ordinance or regulation pertaining to maintenance of safe and sanitary dwellings.
 - b. ☐ The City, County, or State filed a notice or complaint of a violation of the City of Topeka's Property Maintenance Code or any statute, ordinance or regulation pertaining to maintenance of safe and sanitary dwellings.
 - c. ☐ I, as a tenant, organized or became a member of a tenants' union or similar organization.
 3. Did one of the following actions take place? ☐ Yes (check all that apply) ☐ No
 - a. ☐ Landlord demanded increased rent.
 - b. ☐ Landlord initiated eviction process.
 - c. ☐ Landlord decreased services I was entitled to.
 - d. ☐ Landlord otherwise caused me to leave my dwelling permanently.
 4. Did # 3 occur within six months of # 2? ☐ Yes ☐ No
-

If you indicated "YES" on Question 2 based on 2(a) and/or 2(b), please answer Questions 5 and 6. Should you answer "YES" to Question 5 and/or 6, the incident is deemed a civil matter and will not be considered further for criminal prosecution by the City Attorney's Office.

5. Was the violation of the City of Topeka's Property Maintenance Code or any other statute, ordinance or regulation primarily caused by you, someone who lives with you, or your guest?

_____ Yes _____ No

6. Would compliance with the City of Topeka's Property Maintenance Code or any other statute, ordinance or regulation require alteration, remodeling, or demolition of the dwelling unit?

_____ Yes _____ No

7. Your full name. _____.

8. Names of any other co-tenants. _____.

9. Address of dwelling in question. _____.

10. Name of owner or landlord in question. _____.

11. Address and phone number of landlord. _____.

12. Beginning and end date of lease. _____.

13. Please describe the action(s) from Question 2 (attach additional pages if necessary).

14. Please describe the action(s) from Question 3 (attach additional pages if necessary).

15. If the landlord increased the rent, was the increase because of a utility rate increase, property tax increase, or some other increase tied to the landlord's costs? (Explain)

Upon completion of this Offense Report, if you believe the owner/landlord's actions warrant criminal prosecution, please submit this "Offense Report" along with an executed and notarized "Affidavit for Prosecution for Retaliatory Action" and all documents supporting your claim, including but not limited to: lease agreements, proof of rental payments, written communications with landlord, and any documents related to the retaliatory action in question.

Based on your answers above and all supporting documents, if it is determined that the issue is a civil matter and the City Attorney's Office chooses not to pursue criminal prosecution, the City Attorney's Office will inform you of this decision. If this happens, the City Attorney's Office will send a courtesy letter to the landlord in question advising them of the City's ordinance prohibiting retaliatory actions and will then return all documents to you so that you may pursue possible civil remedies.

THE UNDERSIGNED STATES HE/SHE HAS ACTUAL KNOWLEDGE OF THE FACTS SET OUT ABOVE AND WILL, IF NECESSARY, BE A WITNESS IN COURT TO THE SAME.

Signature	Address	Phone	Date
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**Tenant Affidavit for Prosecution of Retaliatory Landlord Action
(TMC 9.25.020)**

STATE OF KANSAS, SHAWNEE COUNTY, CITY OF TOPEKA

Comes now the undersigned and after being sworn, on oath, states that:

1. I, _____, entered into a lease agreement with _____
for the dwelling unit located at _____, within the corporate limits of
the City of Topeka.
2. The lease agreement began on _____ and was for a period of
_____.
3. I am current on all rent owed pursuant to the lease agreement.
4. On _____ the landlord took the following retaliatory actions
against me as the tenant of the dwelling unit: (Check all that apply)

☐ Landlord demanded increased rent.
☐ Landlord initiated eviction process.
☐ Landlord decreased services I was entitled to.
☐ Landlord otherwise caused me to leave my dwelling permanently.

Describe Landlords actions: _____

_____.

5. The retaliatory action(s) in Question 4 occurred within 6 months of: ☐ my complaint to the City
of Topeka, Shawnee County, or the State of Kansas about the condition of my dwelling unit; or
☐ within 6 months of my having organized or joined a tenants' organization. (Check one or
both).

6. I, as the tenant (or my guest or anyone who lives with me), was not the primary cause of the dwelling unit being in violation of the City of Topeka Property Maintenance Code or any statute, ordinance or regulation pertaining to the maintenance of safe and sanitary dwellings.

Signature

State of Kansas, County of Shawnee, City of Topeka

Signed and attested before me this _____ day of _____, _____

Notary Public

My appointment expires _____.



CITY OF TOPEKA

John Schardine, Director, Property Maintenance Unit
Holliday Building, 620 SE Madison St.
Topeka, KS 66603

jschardine@topeka.org
Tel: 785-368-3170
www.topeka.org

To: File
From: John Schardine, PMU Director
Subject: Vacant Properties Team
Date: 11/06/23

The Vacant Registry Team meets bi-weekly and currently includes:

TFD, Alan Stahl, Adam Appelhanz

PMU, John Schardine, Wendi Rieb

We will reach out to TPD, Shawnee County Counselors' office, Shawnee County Treasurer, Water Department, Councilman Duncan, Councilwoman Hiller to assist with the process.

The team is looking at other resources to see who else might already collect the contact information data or change policy to see if it can be shared with the City.

The team reviewed the May 8th Recommendations and found that several of them have already been apart of our regular practice. The team will continue to review the recommendations and provide updates.