The Combined Arms Center and Fort Leavenworth Present Renting a Home in the Local Community

This information packet is intended to serve as a resource to military personnel, family members, and Department of Defense Personnel assigned to Fort Leavenworth, Kansas. The information is intended to be a summary and no section contained in this document is represented as all inclusive in the definitions or details. Your Housing Services Office (HSO) staff or your Legal Assistance Representative is available to provide detailed information pertinent to specific circumstances and customer questions.

The information contained in this document is reviewed by the Fort Leavenworth Housing Division annually.

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The Housing Services Office.

The overall goal of the Housing Services Office is to implement and maintain a high quality worldwide resource for relocation services that is innovative, comprehensive and the first choice of information and support when Soldiers and families relocate. Additionally, the overall goal of HSO is to move the bar up on the quantity of services provided and the quality of services provided.

The HSO is staffed by Department of the Army Housing Management professionals who are well trained and motivated to provide a vast array of services, support, and information to our military and DoD customers.

- Home buying and selling support
- Housing counseling services
- Unfair practices and discrimination complaints
- Household goods departure and arrival
- Proactive and convenient communications
- Ease to find and access housing listings
- Accurate rental property listings
- Off post housing quality inspections
- Family decision making support (preferences)
    - School district information
    - Shopping availability
    - Local government statistics (crime rates, etc.)
    - Drive time and distance to installation
    - Other community characteristics

As the conditions change for the Soldiers and families, so must the level of effort provided. Soldiers want choices and help in understanding the facts so they can make a good decision. Advocacy means much more than just providing information about rental listings. This concept expands past traditional boundaries into value-added counseling and advising on housing related activity like home-buying or selling, mortgage concepts, negotiating strategies, landlord tenant rights and responsibilities, community services information, and needs and wants identification. Advocacy also refers to aiding Soldiers with complaints of discrimination, inappropriate business practices, and other concerns that create significant stress for Soldiers regarding housing activities.

The Lease.

A rental agreement is a legally binding contract between you and your landlord. Your lease should state the rights and responsibilities of both of the parties. The landlord and tenant are subject to federal, state, and local laws.

Make sure you get a copy of your lease and any amendments for anything you sign. Keep your lease and all associated papers in a safe place where you can find them and read them if questions or problems occur in the future.

Besides the terms of the lease or rental agreement, a landlord may have a list of tenant rules and regulations. The landlord is required to notify you of all tenant rules before your rental agreement begins. You should review them before you sign the rental agreement. If the landlord wants to change or add any rules during the course of your rental agreement, you are bound by them if you voluntarily agree to accept them in writing. Otherwise, the landlord may only advise you of the new rules that will be effective upon your lease renewal. All communications should be completed via certified mail, return receipt requested.

Deposits.

Landlords do not have to pay interest on the security deposit. If your landlord agrees to pay interest, you should get it in writing.

There are limits to how much a landlord may charge for a deposit for a rental unit:

- Unfurnished – 1 month's rent
- Furnished – 1½ month's rent
- Pets – additional ½ month's rent

If you are renting with roommates and the landlord is collecting a deposit from each of you, the total deposit cannot legally exceed the established limits.

Ask that the amount of the deposit be written into your lease. Get a receipt for payment of the security deposit. Normal wear and tear on your apartment could be misrepresented as damage. To prevent this, be sure to fill out a checklist or inventory when you move in (see the Move-In Inspection Checklist at Annex A).

Tenants cannot use their deposit to pay rent while living at the premises or to cover the last month's rent. Attempting to do so may result in the landlord retaining your deposit as well as demanding the rental payment.

If possible you and your landlord should inspect your rental unit together you before your move-out date. This may allow for agreement in determining what is dirty or damaged and how much it will cost to repair. If there is cleaning or repair work to be done, the tenant may have the opportunity to perform the repairs and cleaning rather than pay for it through the security deposit.

There are three reasons a landlord may retain your security deposit:

- Physical damage beyond normal wear and tear caused by you, your family, your guests, and/or your pets.
- Rent that is past due.
- Other expenses your landlord has suffered because you have not complied with the law or your rental agreement.

All deficiencies or damages should be itemized by the landlord in a written notice and delivered to the tenant within fourteen (14) days after the determination of the amount of such expenses, damages or other charges. If the total amount of itemized damages is more than the security deposit, the landlord can compile the itemized list of deductions, credit the deposit, and send you a bill for the amount still due. If you do not pay, the landlord may file in Small Claims Court or higher court to collect the money owed when damages are more than the security deposit. 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 the rent, the landlord must return the balance of the security deposit to the tenant no later than 30 days after termination of the tenancy.

Roommates.

Choose carefully! When two or more people decide to share a place and enter into a lease together, they take on certain legal responsibilities. When roommates are parties to a rental agreement, they are usually legally obligated both individually and as a group, to fully perform the terms of the lease. This means if roommates leave during lease terms, they are still liable for their share of expenses. However, the remaining roommates may well be expected to pay the entire rent and keep the utilities on or face eviction.

Roommates have legal responsibilities to each other. They usually agree, preferably in writing, on what bills will be shared, in what way they will be shared, and what rights each has regarding use of the place. Although roommates usually agree to share utility costs, utility companies typically require the account be in one person's name; that person must then collect from the remaining roommates for their shares of the bill.

Military Clause.

You are advised to insert a military clause in your lease. A military clause alerts both the tenant and the landlord to the protections for servicemembers found in the Servicemembers Civil Relief Act and provides military personnel certain protections, such as terminating a rental agreement prior to the end of the lease term for reasons such as permanent change of station, deployments exceeding 90 days, or separation from active duty.

Lease of premises occupied, or intended to be occupied, by a service member or a service member's dependents for a residential, professional, business, agricultural, or similar purpose if:

- The lease is executed by or on behalf of a person who thereafter and during the term of the lease enters military service; or
- The service member, while in military service, executes the lease and thereafter receives military orders for a permanent change of station or to deploy with a military unit for a period of not less than 90 days.

To terminate the lease, the member must deliver written notice and include a copy of the official orders to the landlord at any time after a call to active duty or receipt of orders for active duty. Oral notice is not sufficient. The effective date of termination is determined as follows:

- For month to month rentals, the termination becomes effective 30 days after the first date on which the next rental payment is due subsequent to the date when the notice of termination is delivered. For example, if the rent is due on the first day of each month, and notice is mailed on August 1, then the next rental payment is due and payable on September 1. Thirty days after that date would be October 1, the effective date of termination.

- For all other leases, termination becomes effective on the last day of the month following the month in which proper notice is delivered. For example, if the lease requires a yearly rental and proper

- Notice of termination is given on July 20; the effective date of termination would be August 31.

The servicemember is required to pay rent for only those months before the lease is terminated. If rent has been paid in advance, the landlord must prorate and refund the unearned portion. If a security deposit was required, it must be returned to the servicemember upon termination of the lease

Rent and Late Fees.

Rent is due, in full, in advance of or on the rent-paying date. If your rent date is to be other than on the first day of the month, then it is best to have the payment due date in writing. Late charges for late rental payments are allowable in Kansas. You must be informed of them as part of your original rental agreement.

Rental Rate Increases.

If you have a month-to-month lease, your landlord must inform you, in writing, of a rent raise at least 30 days before the rent date when it is to go into effect. If you get a rent raise notice, check your lease. One reason people sign long-term leases is to protect against rent raises for periods of 6 months to a year or whatever period your lease covers.

If you signed a 12-month lease for a specific rent, the landlord cannot raise your rent until lease renewal.

Environmental Requirements.

Federal Environmental Protection Agency (EPA) and Housing and Urban Development (HUD) regulations concern lead-based paint for housing built before 1978. To comply, landlords must:

- Disclose the presence of known lead-based paint and/or lead-based paint hazards in the rental unit.
- Provide tenants with any available records or reports pertaining to the presence of lead-based paint and/or lead-based paint hazards.
- Provide tenants with a federally approved lead hazard information pamphlet.

Tenants must sign a document confirming that tenants received the 3 items above. Whenever repair/renovation work that will disturb an area of two square feet or more is going to be done, landlords must:

- Provide tenants at least 7 days' prior written notice.
- Provide a federally approved lead hazard information pamphlet again.
- Provide a disclosure form about the planned work.

Tenants must sign a document confirming that tenants received the above information.

The issue of mold contamination in housing has become an issue of concern. Kansas Department of Health and Environment officials say to be concerned but not alarmed. You can keep informed about this issue and the most current information available by going to the following websites:

- Environmental Protection Agency – www.epa.gov/mold/moldguide.html;
- Center for Disease Control – www.bt.cdc.gov/disasters/mold/protect.asp

Landlord's Responsibilities.

Keep the apartment, mobile home, or house where you live in compliance with state law and city or county building or housing codes affecting health and safety.

- Maintain the common areas of the building and the grounds outside; these are areas open to all tenants such as hallways, parking lots, and laundry rooms.
- Make sure you have an adequate supply of hot and cold running water.
- Supply a reliable amount of heat during the winter months. A normal standard is that it should be possible to keep the temperature at 65 degrees between October and May. (The landlord doesn't have to pay for the water, electricity, or gas but must provide the equipment and it must work.)
- Maintain all electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems in good and safe working order.
- Maintain all appliances that are provided with the property. This would include such things as stoves, refrigerators, and air conditioners.
- Make sure trash removal is available.
- Allow tenants to contract for service with telephone and cable companies that are authorized to do business in the area.

The Tenant's Responsibilities.

- Pay your rent on time.
- Keep the parts of the building you rent (especially appliances) as clean as possible.
- Be a good neighbor. Everyone has a right to peaceful enjoyment of the property.
- Check with your landlord before having a temporary or permanent roommate move in since this is a change in your original agreement.
- Notify your landlord if you plan to be away from your house or apartment for more than a few days.

- You are responsible for those of your family, friends, guests, and any person or animal in your home.
- Request maintenance in writing; keep dated and signed copies of all notes or letters. See a sample maintenance request form at Annex A.
- Pay for or file appropriate insurance claims on damages you cause (refer to page 8).
- Keep up the yard and exterior, as specified in the lease.
- Keep up the halls and common areas, such as laundry rooms, clean and free of personal gear.
- Use all utilities with care and economy, even though the landlord may be paying for them.
- Keep pets only if permitted by the landlord. Train and control your pets so that they do not damage the property or annoy neighbors.

Landlord's Right to Enter.

The landlord may enter the tenant's home under certain conditions, such as entering without permission in cases of hazard involving the possible loss of life or severe property damage. The landlord may however, after giving "reasonable notice" and arranging a "reasonable time," enter your home for almost any reason to:

- Inspect the premises.
- Make necessary or agreed upon repairs, decorations, alterations, or improvements.
- Show the place to possible purchasers, lenders, tenants, workmen, or contractors.

"Reasonable notice" is something you and your landlord have to decide together. Twenty-four hours is common. You should select your normal standard. Put it in writing, and be consistent. "Reasonable time" is also something you and your landlord need to work out. Because you are paying rent on your place, you have a right to privacy and to decide who comes in and out. If it is important to you, you have the right to insist that you be at home when your landlord comes over. If it is impossible for you to arrange a time when you can be at home and your landlord can reasonably arrange to come over, then you may need to leave your key with a friend or relative or let the landlord make repairs when you are gone.

If you are having problems with landlord entry, write a letter to your landlord and explain clearly when people can and cannot come over to your house and how much notice you must have. Include telephone numbers for reaching you. You should not refuse "reasonable entry." Conversely, your landlord cannot use the right of entry to harass you. If a tenant continues to have trouble with illegal entry by the landlord, the tenant has the right to get a court order to stop the landlord or to give notice and move. The tenant also has the right to recover actual money losses. Likewise, if a tenant continues to illegally refuse entry to a landlord, the landlord can get a court order to enter or can evict the tenant, recovering actual money losses from the tenant.

Tenant – Landlord Disputes.

There are provisions that allow tenants to break their lease if the landlord continually fails to meet maintenance and contract requirements.

- Provide the landlord a letter with a list of repairs needed at least 30 days before your rent date.
- Inform the landlord that you want the repairs finished and are giving him at least 14 days to complete the repairs otherwise you will be moving out on the next rent date if the repairs are not adequately addressed.
- If the repairs are not made, or at least a "good faith effort" started, within the time you allow in your letter, you can move out.
- Provided you have been a good tenant, paid the rent, did not cause damages, the landlord cannot ask you for additional rent and must return your security deposit.

You have the right to ask your landlord to compensate you for your actual losses such as:

- Repair bills you paid.

- Costs to stay somewhere else or eat out when all or part of your place was unusable.
- Damage to your furniture or other belongings due to the landlord's negligence.
- Medical bills that you allege are the fault of the landlord.
- Utility bills you had to pay which were high because the landlord had to use your electricity or gas to correct something that was the landlord's responsibility.

If you and the landlord cannot settle on a dollar amount and payment plan, which satisfies you, you can go to Small Claims Court or have an attorney take your case to a higher court for judgment.

Kansas law does not provide for the tenant to withhold rent or deduct expenses from the rent. To do so would provide grounds for the landlord to issue an eviction notice.

Insurance.

Renters insurance may be the most overlooked asset by consumers. Landlords have insurance, but only for the building; they are not responsible for protecting the renter's property.

- Renter's insurance is available at a relatively low cost to anyone renting an apartment or a house.
- Rates vary depending on the amount of insurance, the area in which the apartment or house is located, and the type of the structure.
- If your home is burglarized or burns down, your landlord's insurance will not cover your possessions.
- You should check several companies to determine which is cheapest and provides the best coverage.
- Check whether the policy covers things stolen while you are away from home (for example, a bicycle or items stolen from your car).
- Also, check what the deductible figure is, and whether the insurance company will pay replacement value for possessions which are stolen or destroyed by fire.
- The Kansas Insurance Commissioner's office has information about companies doing business in Kansas and comparable insurance rates. Phone: (800) 432-2484 Website: www.ksinsurance.org

Termination of Lease.

Many problems with rental agreements concern the return of security deposits. Upon termination of the tenancy, both the landlord and tenant have responsibilities to ensure the security deposit is handled properly.

30 days notice in writing in advance of a rent due date is required in all month-to-month tenancies. Your planned move-out date should be specified. You do not have to state a reason. 30 days written notice from any date must be given when a written lease with a term longer than month-to-month requires 30 days notice but does not specify that notice must be from rent date to rent date.

Availability of on-post housing is not a justification for breaching a pre-existing lease agreement with the landlord.

Week-to-week tenancies require at least 7 days' written notice in advance of a move-out date specified in the notice. If your rent period is two weeks-to-two weeks, 2 weeks written notice is required.

Military personnel with month-to-month written or verbal agreements are required to give only 15 days written notice if termination is necessary because of orders to relocate (per Kansas law).

Military personnel with a long term lease who receive relocation or activation orders, under the Servicemembers' Civil Relief Act (a federal law), are responsible to give written notice, pay rent for the month in which written notice is given, and pay one additional month's rent. Dependents living in the residence with the servicemember are also covered by the Act. See additional information under on page 5 of this handbook.

You may be served with a 3-Day (72-hour) Notice. This notice must state in writing that you have 3 days, 5 days if the notice was mailed, to either pay your rent (it should say how much rent is due) or move out. If you do neither, your landlord can bring suit against you in court both for the money owed and to order you to move out. Check your lease, if you have one, to see if it requires more notice than this in such situations. The landlord is free to give more time, but 3 days/72 hours is the least amount of time Kansas law allows.

It is commonly accepted that a landlord cannot collect double rent. If the landlord is able to rent a unit that you are terminating early, he or she must refund the rent you paid in advance for the time the new people move in. Landlords have a responsibility to lessen or "mitigate his damages" and he or she must make reasonable efforts to re-rent the property.

Rent is due until unit is re-rented. If the landlord is making reasonable efforts to re-rent at a fair rental value, you still owe rent until a new tenant is found, for another month or two, for several months, or possibly even until the end of your lease. Rent is owed as it comes due, not the full remainder of the lease in advance.

There is only one kind of "forcible" eviction which is legal. The landlord must give the tenant a proper eviction notice, take the case before a proper court, get a judgment against the tenant, and then, if the tenant still doesn't move, wait for the sheriff to evict the tenant. All other methods are illegal.

If a rental property is foreclosed on while you are living there, your lease may continue or it may not. There are several legal steps involved in a foreclosure action and a significant amount of time typically passes during this process. Specific legal conditions and requirements may affect your right to remain in the dwelling. At the end of the process, if ownership of the property is transferred to the mortgage holder, a local realtor is often hired to show and sell the property. Sometimes a visit from the realtor is the first the tenant knows about the foreclosure action, so it is important to remember that you may have the right to stay in the property under the same terms and conditions as your rental agreement. If you are in a property that is being foreclosed on, it is strongly advised you contact your legal assistance office. Contact the HSO for information about qualifying for a Government-funded move to a new home.

Quality / Condition Inspections.

Kansas law requires you and your landlord to make a detailed written list describing the condition of the premises within five (5) days after you move in.

Thoroughly inspect the home. Are there cigarette burns in the carpet? Is the carpet stained or dirty? Are there any nail holes in the walls? Is the oven clean? Any furnishings and appliances provided by the landlord should be noted, as well as their condition

Take pictures or a video when you move in to identify damages and conditions of the rental property. Have someone with you to verify when you took the pictures. Don't rely on the date the camera prints on the pictures. When taking pictures, be sure to use something to show the size of whatever you are photographing. If you don't have a measuring tape or ruler, use your hand or a book or something to show the size of the damaged area.

If you discover things that need repairs as you inspect, put the landlord's promises down in writing on your checklist. For example, if the landlord says he will replace the sagging clothes pole in the closet within two weeks, write down, "Bedroom clothes pole bent, landlord will replace in two weeks." When you and your landlord sign the inspection sheet, you will have signed promises from your landlord for all of the repairs needed.

If you discover something that you missed on your list (like the bathtub drains slowly), send the information to your landlord in writing immediately. Keep a copy of what you wrote and keep it with your checklist.

Discrimination.

Prospective and current tenants must be treated equally. Federal fair housing laws extend protection to persons in all of the United States. Federal laws extend protection from discrimination on the basis of race, sex, religion, national origin, ancestry, color, familial status and disability.

Individuals believing they have been the victim of discrimination should contact the HSO staff immediately. The HSO has the resources available to investigate and address the allegations.

Resources.

Military OneSource:

- www.miltaryonesource.com. A virtual extension to all installation services.

Army OneSource:

- www.myarmyonesource.com. Information and links for Army Soldiers and their families.

Army Housing One Stop:

- www.onestop.army.mil. A connection to all Army Housing Services offices, worldwide. Housing information, BAH rates, floor plans of homes on the different Army bases.

Automated Housing Referral Network (AHRN):

- www.ahrn.com. Landlords/owners list rental properties/home for sale by owner. Includes photos, maps – find your next home locally or at your new duty station!

Military Homefront:

- www.militaryhomefront.dod.mil. Housing information for all installations and special features and tools to plan every aspect of your move.

Points of Contact:

Housing Services Office, (913) 684-3052 or (913) 684-5686
E-mail: LEAV-DIS-WEB-HOUSING@CONUS.ARMY.MIL

Single Soldier Quarters, (913) 684-4469 or (913) 684-4468
E-mail: mailto:SSQmanagement@conus.army.mil

Annex A - Move-In Inspection Checklist

Quality Inspection Form (Premise Conditions and Inventory Report)	☐ Move-in ☐ Initial Listing ☐ Special Request ☐ Move-out ☐ Revalidation

Address of Rental Property:	**Tenant Name:**	**Landlord Name:**

Condition Codes: Damages noted by the tenant will be reported to the Housing Services Office and to the landlord within 2 weeks of occupying the premises. List details of damages in the remarks section.

BR = Broken	FA = Fair	NE = New	SO = Soiled	WA = Warped
BU = Burned	MI = Missing	OL = Old	ST = Stained	G = Good
CR = Cracked	MO = Moth Damage	SC = Scratched	TO = Torn	LK = Leakage

Inspection Item:	**Condition Code**	**Details / Remarks**
	Kitchen	
Walls		
Wall Paint		
Wallpaper		
Tile		
Windows		
Blinds		
Sills		
Frames		
Curtain Rods		
Doors and frames		
Ceiling		
Light fixtures		
Floor		
Radiators		
Electric: wiring and outlets		
Plumbing Fixtures		
Water heater		
Sink		
Cabinets		
Range		
Refrigerators		
Trash Compactor		
Garbage Disposal		
Cable: wiring and outlet		
Other		
	Dining Room	
Walls		
Wall Paint		
Wallpaper		
Tile		
Windows		
Blinds		
	Dining Room (Continued)	

Address of Rental Property:		
Inspection Item:	**Condition Code**	**Details / Remarks**
Sills		
Frames		
Curtain Rods		
Ceiling		
Doors and frames		
Light fixtures		
Floor		
Radiators		
Electric: wiring and outlets		
Other		

Living Room

Walls		
Wall Paint		
Wallpaper		
Tile		
Windows		
Blinds		
Sills		
Frames		
Curtain Rods		
Ceiling		
Doors and frames		
Light fixtures		
Floor		
Radiators		
Electric: wiring and outlets		
Other		

Other Rooms: (Identify)

Walls		
Wall Paint		
Wallpaper		
Tile		
Windows		
Blinds		
Sills		
Frames		
Curtain Rods		
Ceiling		
Doors and frames		
Light fixtures		
Floor		
Radiators		
Electric: wiring and outlets		
Other		

Hall

Walls		
Inspection Item:	**Condition**	**Details / Remarks**

	Code	
Wall Paint		
Wallpaper		

Tile		
Windows		
Blinds		
Sills		
Frames		
Curtain Rods		
Ceiling		
Doors and frames		
Light fixtures		
Floor		
Radiators		
Electric: wiring and outlets		
Other		

Laundry Room

Walls		
Wall Paint		
Wallpaper		
Tile		
Windows		
Blinds		
Sills		
Frames		
Curtain Rods		
Ceiling		
Doors and frames		
Light fixtures		
Floor		
Radiators		
Electric: wiring and outlets		
Other		

Exterior

Walls		
Wall Paint		
Wallpaper		
Tile		
Windows		
Blinds		
Sills		
Frames		
Curtain Rods		
Ceiling		
Doors and frames		
Light fixtures		
Floor		
Radiators		
Electric: wiring and outlets		
Other		

Address of Rental Property:

Bedroom(s)

Inspection Item:	**Condition Code**					**Details / Remarks**
	1	2	3	4	5	
Walls						
Wall Paint						
Wallpaper						
Tile						
Windows						
Blinds						
Sills						
Frames						
Curtain Rods						
Ceiling						
Doors and frames						
Light fixtures						
Floor						
Radiators						
Electric: wiring and outlets						
Other						

Bathroom(s)

	1	2	3	
Walls				
Wall Paint				
Wallpaper				
Tile				
Windows				
Blinds				
Sills				
Frames				
Curtain Rods				
Ceiling				
Doors and frames				
Light fixtures				
Floor				
Radiators				
Electric: wiring and outlets				
Sink				
Tub				
Shower				
Toilet				
Mirror / Mirror Cabinet				
Other				

Additional Remarks / Notes:

Resident Signature / Date

Landlord Signature / Date

Annex B – Sample Maintenance Request Form

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2553

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

Written maintenance requests provide a good record for the tenant and a good reminder and record for the landlord. Kansas Law (KSA 58-2557) provides that a landlord must have the tenant's consent to enter the tenant's home, and entry must be at a reasonable time after reasonable notice has been given. The optional sentence allows tenant/s to provide contact information if tenant/s wish to be home when the maintenance is done.

The following maintenance and/or repairs are needed at the premises I/we rent from you at

(address of rental unit) _____
.

1
2
3
4
5
6
7

(Option: I/We would like to be at home when the maintenance work is done. I/We can arrange to be there or have someone there (days, times. You may reach me/us at the numbers below to make arrangements.

Contact number/time: _____

Contact number/time: _____

Tenant signature Date Tenant signature Date

Annex C – Sample Routine 30 Day Notice to Terminate

30 Day Notice to Terminate
In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2570(b)

To: (Landlord) _____
Street Address: _____
City/State Zip: _____

From:
(Tenant/s) _____
Street Address: _____
City/State/Zip: _____

Dear (Landlord)_____:

The purpose of this letter is to give my/our legal 30-Day notice. I/We plan to be entirely out of the property at the above address and return the keys to you by

(Date) _____.

(Option: When I/we have finished moving and cleaning, I/we would like to do a move out inspection with you to ensure the return of my/our security deposit. When it gets closer to my/our move out day, I/we will call you to arrange for an appointment at our mutual convenience.)

Sincerely,

_____ _____

Tenant signature ***Date*** ***Tenant signature*** ***Date***

_____

Phone/contact #

Annex D – Sample of Termination Due to Military Orders

Termination of Tenancy Pursuant to
The Servicemembers Civil Relief Act

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From: (Tenant/s) _____
Street Address: _____
City/State/Zip: _____

I hereby notify you that I ❑ entered active military service, ❑ received PCS orders, or ❑ received activation orders on (date)_____, (copy of military orders or official notification attached).

The next monthly rent payment is due on (date)_____; therefore, I/we give notice of termination of the tenancy at (address)_____
_____,
effective on the _____day of _____, 20___ (date 30 days after the first date on which the next rental payment is due following the date notice is delivered) as provided for in the Servicemembers Civil Relief Act.

Since I/we fulfilled all obligations pursuant to the lease agreement, will leave the premises as received except for normal wear and tear, and will return the keys, please forward the security deposit of $_____ within 30 days to me/us at the following address:_____.

Sincerely,

_____ _____
(Service Member's signature) Date (Service Member's printed name)

Annex E – Sample of Termination of Month-to-Month Lease Due to Military Orders

TERMINATION OF MONTH-TO-MONTH TENANCY
NECESSITATED BY MILITARY ORDERS
In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2570(b)

To: (Landlord) _____
Street Address: _____
City/State/Zip: _____

From:
(Tenant/s) _____
Street Address: _____
City/State/Zip: _____

I hereby give notice of termination of my/our tenancy at_____ ____

_____(address of rental)

effective_____. (Date at least 15 days after landlord's receipt of notice)

My military orders (see attached copy of military orders or official notification) necessitate such termination as provided for in KSA 58-2570(b).

Since I/we fulfilled all my/our rental obligations, will leave the premises as received except for normal wear and tear, and will return the keys, please forward my/our security deposit of $_____, within 30 days, to me/us at the following address:_____

_____.

Sincerely,

_____ _____
(Tenant's signature) (Tenant's printed name) Date

_____ _____
(Co-tenant's signature, if applicable) (Co-tenant's printed name, if applicable) Date

References.

1. The Housing Services Office Operations Manual, June 2006, United States Army Assistance Chief of Staff Installation Management

2. Army Regulation 420-1, Army Facilities Management, 2 November 2007

3. Department of Army Pamphlet, 360-611, dated 1986

4. Kansas Tenant Handbook, Housing and Credit Counseling, Inc., 4th Edition 6th Revision

5. 40 CFR Part 745 and 24 CFR Part 35 published on March 6, 1996, in the Federal Register

6. Pre-Renovation Lead Information Rule, effective June 1, 1999