



Check Your Home

Is it ***SAFE*** and ***SANITARY***?

**A Guide for Renters, Landlords and
Homeowners**



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This Pamphlet is intended as an informal guide to the most current International Property Maintenance Codes adopted by the City of Osawatomie. We hope that all citizens will find this information useful in evaluating their housing needs and current housing situation. The City of Osawatomie cares about the availability of quality housing for renters and new home buyers. You may review a copy of the International Property Maintenance Code at City Hall, 439 Main Street.

For more information call the Office of Community Development at 913-755-2146 x 102

City of Osawatomie Code Enforcement

The Director of Community Development is responsible for enforcement of the Building Code and the Property Maintenance Code to enhance the community by assisting in the following ways:

Cooperate with citizens on improving and preserving homes and properties within the City of Osawatomie. ***Informed and involved citizens are crucial to the preservation and improvement process.***

Conduct periodic inspections as requested to help prevent housing deterioration. Inspectors often discover defects and items needing repair that have gone unnoticed by property owners.

Uphold municipal standards of housing safety and sanitation to promote proper maintenance among area homeowners, landlords, and tenants. This ongoing commitment contributes to the excellent quality of life found in the community.

For Code Enforcement Information, contact the City of Osawatomie, at 913-755-2146 x 102. Our website can be found at www.osawatomieks.org.

This booklet is not an adopted legal instrument. Please refer to the official Property Maintenance Code and City of Osawatomie Ordinances for precise definitions and requirements.

Landlord Responsibilities

All housing must comply with the current adopted International Building Code and International Property Maintenance Code. The following is a partial list of the landlord's responsibilities.

- ☐ **All Landlords and Tenants are required to complete a Statement of Compliance and have it signed by the tenant (s) within 5 days occupancy changes or utilities are transferred or turned on.**
- ☐ Common areas shared by two or more units must be kept clean.
- ☐ In case of emergencies or questions relating to the property, the owner/agent must provide tenants with the property manager's name, home address (not a P.O. Box) and telephone number.
- ☐ Occupants must be notified of all exits.
- ☐ Avoid overcrowding leased property. See page 10.
- ☐ Reliable hot and cold running water supply available to all tenants.
- ☐ Reliable heating system capable of maintaining 68 deg.
- ☐ Thirty (30) day written notice to all tenants before assessing any rental fee increase.
- ☐ All security deposits must be returned within thirty (30) days of lease termination. If a portion or all of a security deposit is to be withheld, tenants must be notified in writing along with an itemized deduction no later than thirty (30) days after giving up possession.
- ☐ Inventory of the premises must be conducted with the tenant and recorded in writing.
- ☐ Written inventories must be signed and kept by both tenant and landlord and completed within five (5) days of occupancy.
- ☐ Establish rules about pets before the contracts are signed.

A move-in inspection checklist can be found on pages 12 – 14.

Tenant Responsibilities

The following is a partial list of the tenant's responsibilities:

- ☐ **All Landlords and Tenants are required to complete a Statement of Compliance and have it signed by the tenant (s) within 5 days occupancy changes or utilities are transferred or turned on.**
- ☐ Keep your home clean, including floors and walls.
- ☐ Yard should be maintained and rubbish free. **City ordinance prohibits the accumulation and /or abandonment of filth, excrement (animal waste), lumber, rocks, dirt, paper, trash, metal, household furnishings, appliances, and any other item or article kept, maintained, or permitted by any person so as to cause injury, annoyance, or inconvenience to the public or neighborhood. Household furniture unsuitable for outside conditions is not permitted in outside areas.**
- ☐ Dispose of trash in garbage receptacles.
- ☐ Keep exits and stairways free of furniture, baby strollers, bicycles, etc.
- ☐ Store flammable liquids safely away from the home.
- ☐ Allow owner access to make repairs at reasonable times.
- ☐ Comply with all agreed upon rules and those brought to your attention in writing.
- ☐ Avoid overcrowding your leased property.
- ☐ Use appliances, electrical fixtures (including smoke detectors) and plumbing fixtures as the manufacturer intended.
- ☐ Failure to pay rent on time is grounds for eviction procedures to begin, regardless of the reason.
- ☐ Eliminate rats, insects and other pests (maintain regular upkeep and pest control).

Renter's Insurance:

- Landlord's insurance will not cover possessions if the apartment is burglarized or burns down
- Available at a relatively low cost to anyone renting an apartment or house
- Check several companies to determine which is cheapest and which provides the best coverage
- Check whether the insurance company will pay replacement value for possessions stolen or destroyed by a fire
- Make sure items stored in a locked storage locker (either provided by the landlord or elsewhere) are covered in the policy
- Make sure it is known what the deductible figure is
- Rates vary depending on the amount of coverage, the area in which the dwelling is located, and the type of the structure

Contact the Kansas Insurance Commissioner's Office about companies doing business in Kansas and comparable rates:

1-800-432-2484 or visit the website at www.ksinsurance.org

WHERE TO BEGIN

A good place to begin your home inspection is outside. As you walk around the perimeter of the building, take notes of what you observe. Be sure to check the following items.

First, Look at the Area Around Your Home or Rental Unit

- ☐ Is the yard clean and well maintained?
- ☐ Are there abandoned refrigerators, iceboxes, or deep freezers stored in the yard or alley?
- ☐ Are weeds and grass cut so they are shorter than 12 inches?
- ☐ Are sidewalks and driveways kept free of obstructions?
- ☐ Are sheds, garages, fences and walls maintained?
- ☐ Be sure vehicles are parked on a driveway surface, are operable, and currently tagged (except those stored within enclosed structures)

Next, Look at Your Home's Exterior

- ☐ **Is it well-maintained? Structurally sound? Weatherproof?** It is important to periodically check your home's foundation, chimneys and weather-stressed structures.
- ☐ **Address:** Easily read from the street; 4 inch in size minimum with a contrasting color
- ☐ **Walls:** Watertight and intact – no large cracks or gaps (inside or outside)
- ☐ **Windows:** Operable, unbroken, watertight, and screened
- ☐ **Doors:** Watertight, hinges and latches operable.
- ☐ **Paint:** Check for peeling or cracking paint.
- ☐ **Steps:** Safe condition,
- ☐ **Handrail:** Handrails shall be provided on at least one side of each continuous run of treads or flight with four or more risers.
- ☐ **Decks:** Guard railings if deck is over 30 inches high and must be securely fastened to the structure or supports.
- ☐ **Porches:** Supports and railings are structurally sound.
- ☐ **Foundation:** Structurally sound and free of defects such as cracking. Drainage should be directed away from the foundation.
- ☐ **Roof:** Check for sagging excessive layers of shingles, curled or missing shingles, and limbs hanging over roof.
- ☐ **Chimney:** Secure, check for cracks or movement; fire places should be checked once per year.
- ☐ **Gutters:** Functional and intact, water shall flow away from structure.

Now, Look at Your Home's Interior Walls and Ceilings

- ☐ Clean
- ☐ No holes
- ☐ No loose or peeling paint/wallpaper
- ☐ No cracked or missing plaster
- ☐ Dwelling should appear to be structurally sound
- ☐ No visible insulation or wiring

Electrical Equipment

- ☐ Two (2) outlets per habitable space, A space in a building for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable spaces.
- ☐ Wiring properly installed and maintained, with all fixtures and outlets working properly
- ☐ Equipment and appliances properly installed and safely maintained
- ☐ Is it clean, safe, and well-maintained?
- ☐ Is it free of rodent and insect infestation?

Floors, Doors and Windows

- ☐ **Floors:** Structurally sound, clean and in good condition with no excessive sloping or soft areas
- ☐ **Doors:** Easily opened from inside, not blocked
- ☐ **Windows:** Maintained per code at time of construction for egress purposes, one window per living space (except bathrooms), open freely, no damage or broken glass

Is Your Kitchen Up to Code?

Conduct a safety check of your kitchen

- ☐ A kitchen sink in every dwelling unit
- ☐ The kitchen sink is equipped with hot and cold running water
- ☐ Faucets, drains and pipes are free of drips and leaks
- ☐ Waste water drain pipe and water supply lines are free of cross connections
- ☐ Kitchen has at least two electrical outlets. GFCI where required In a kitchen, all receptacles serving any countertop must be GFCI protected. Floor surface is clean and sanitary
- ☐ Floor is in good repair (no sagging of the floor)

All Bathrooms Must Have:

- ☐ Sanitary floors and walls
- ☐ Proper size window or mechanical ventilation
- ☐ No passageway through bathroom
- ☐ At least one electrical outlet At least one wall receptacle outlet shall be installed in bathrooms and such outlet shall be located within 36 inches (914 mm) of the outside edge of each lavatory basin. The receptacle outlet shall be located on a wall that is adjacent to the lavatory basin location.
- ☐ Assured privacy

These Bathroom Plumbing Fixtures Must Be in Good Working Condition:

- ☐ A bathtub or shower with reliable hot and cold running water
- ☐ A lavatory/sink with reliable hot and cold running water
- ☐ A toilet (should not run constantly and be tightly secured to the floor)
- ☐ A light
- ☐ No cross-connection of waste pipe and water supply lines
- ☐ No dripping faucets or leaks in drains or pipes
- ☐ No visible mold
- ☐ Faucets on sinks and tubs must be higher than the basin rim

Remember to Check the Basement, If the Basement is Occupied,

- ☐ **Must have emergency egress and windows maintained per code at time of construction for egress purposes (approved size for bedrooms)**
- ☐ Recommended exterior door or emergency egress or window in each bedroom that is at least 5.7 square feet (openable) in area with no more than 44 inches from finished floor to sill
- ☐ Are the walls waterproof? Check for mold/stains.

Check the Stairway for Safety

- ☐ Is it well lit?
- ☐ Shared stairways and halls shall remain lighted at all times.
- ☐ Are the handrails/guardrails secure and in good condition?
- ☐ Are the steps sturdy and solid?

Water Heater:

- ☐ Properly vented, temperature and pressure relief, room should be vented also, a drip pan under the water heater.

Heating System:

- ☐ Capable of maintaining habitable rooms at 68° F minimum, ducts and vents in good condition, proper combustion air– not to be taken directly from sleeping rooms or bathrooms.
- ☐ Keep flammables away from the heating system and away from the water heater!

Electrical System:

- ☐ Properly grounded.
- ☐ Extension cords shall not to be used as permanent wiring.
- ☐ Electrical panels need to be covered and labeled, fuses and breakers must be properly sized to handle the electrical demands of the household.

Smoke Detectors:

Never underestimate the importance of a properly working smoke detector in your home; check the batteries regularly! A good rule of thumb is to replace the batteries at the start and end of daylight savings time.

- A basic smoke detector shall be located in every sleeping room and in the hall/room area in the immediate vicinity of bedrooms.
- Place detectors on the ceiling or on the wall mounted between four (4) and twelve (12) inches from the ceiling. Avoid placing detectors near bathrooms and kitchens where steam or cooking heat might accidentally trigger the detector.
- A smoke detector shall be placed on every floor level (including basements) throughout the house
- Kansas Statute 31-162 requires the owner of a structure to supply and install all required smoke detectors. The owner of a structure is required to test and maintain all smoke detectors, except inside rental units, the occupant shall test and maintain all smoke detectors after taking possession of the dwelling unit.

Carbon Monoxide Alarms

Carbon monoxide alarms in dwelling units are required outside of each separate sleeping area in the immediate vicinity of bedrooms. Where a fuel-burning appliance is located within a bedroom or its attached bathroom, a carbon monoxide alarm is required within the bedroom. For more information about smoke detector and carbon monoxide requirements, please contact the Fire Department at (913-755-6941)

OVERCROWDING IS NOT PERMITTED

Occupancy Requirements for Bedrooms.

- A bedroom must have at least 70 square feet of space.
- If two or more persons are sleeping in the room, there must be 50 square feet available for each person.
- Ceiling height must generally be at seven feet minimum.
- Attic ceilings or top “half-stories” must be at least 7 feet high over one third of the required area.
- Each dwelling unit must have separate access to a hall, landing, stair or street. For example, a person should not have to go through one dwelling unit to reach another dwelling unit.
- No habitable room except a kitchen shall be less than seven feet in any dimension.

HELPFUL CONTACT INFORMATION

- **Contact the office of Community Development at 913-755-2146 x 102 for:**
Building Permits/Demolition Permits /Code Enforcement/ Rental /Property Maintenance Questions, Occupancy (per Dwelling Unit) Issues, Parking and Driveway Requirements, Fence Requirements, Accessory structure Requirements.
- **Contact the Utility Office at 913-755-2146 for:**
Electric, Water, Sewer, Trash Service (trash service is provided by Waste Management, you must set up your trash service with Waste Management)
- **Call City Hall at 913-755-2146 for:** Animal Licensing
- **Call the Miami County Health Department at 913-294-2431 for:** Lead-Based Paint Information
- **Call Emergency Services (911) for:** Police, Fire, and EMS

**Check out the City’s website at
www.osawatomioks.org for more information!**

HOUSING CODE COMPLAINTS POLICY

The Office of Community Development is responsible for enforcement of the International Property Maintenance Code. Enforcement is administered on a complaint basis, as set forth in this policy. All complaints will be logged and evaluated on initial contact as to whether or not they are life threatening.

LIFE THREATENING SITUATIONS

City staff will respond in a timely manner where there is a report of an immediate or potentially immediate life-threatening situation. The response may be an immediate investigation or a referral of the call to the appropriate entity or department, (i.e., Fire Department, Police Department, Emergency medical services, Department of Family Services). In such case the tenant should also take such actions as reasonably necessary and appropriate to avoid this risk.

NON-LIFE-THREATENING SITUATIONS

Complaints that are evaluated as being non-life threatening will be responded to, based on the following guidelines and procedures:

1. COMPLAINTS:

- a. Complaints must be in writing and signed in letter form.

2. EVALUATION OF THE COMPLAINT:

- a. Does the complaint concern a violation of the Housing or Building codes? Does the situation pose a threat to life, limb, health, property and public welfare? (Example: No heat or no sanitary facilities).
- b. Is the situation primarily a landlord/tenant dispute? The department will not get involved in landlord/tenant disputes regarding maintenance and/or upkeep, unless they are determined to be life safety issues. Our department will not become involved in resolving civil disputes.
- c. City staff will not respond to situations evaluated as “non-life threatening” unless the property owner has had written prior notice of the complaint and is given ten (10) days to make a satisfactory resolution of the problem. The notice of complaint must be served to the property owner or resident agent by USPS certified mail or personal service. Rental Housing Appeal Board requires a copy of this notice prior to proceeding with the complaint in the event no action is taken by the landlord.

3. RESPONSE TO THE COMPLAINT:

Special inspections occur after the complaint has been evaluated and acknowledged by the Department.

- a. Tenant(s) and/or Landlord must be present at the time of the inspection.
- b. If violations are observed, a notice is sent to the owner of the property, with copies to all parties, which enumerates the violations, required repairs and the completion date of listed violations.
- c. If the corrections have not been made by the date specified, or any additional time granted by City Staff, the matter is turned over to the City's Attorney, for possible legal action.

FEE TABLE

A single-family residence equates to one (1) dwelling; a duplex is two (2) dwellings; a triplex is three (3) dwellings and so forth.

Inspection Fees

- | | |
|---|----------|
| 1. First Inspection
<i>(Included with the license application)</i> | No Fee |
| 2. Second Inspection
<i>(if critical failures of the first inspection)</i> | \$100.00 |
| 3. Third Inspection
<i>(if critical failures of the second inspection)</i> | \$300.00 |

Failure of the third inspection will result in the Rental home being posted with a DO NOT OCCUPY until the conditions meet or exceed minimum building code and or property maintenance code guidelines.

Frequently Asked Questions

How many people can live in the Rental property?

Occupancy requirement means personally live in the property as their home, Occupancy also refers to the number of people permitted in a home at one time based on the building's floor space and function.

What is a lease and why is it important?

A lease is a contract between the landlord and the tenant. The lease sets forth the rights and responsibilities of both the landlord and the tenant. The lease allows the tenant to occupy and use, for a specific period of time, land and permanently affixed structures on that land. In return, the tenant generally pays a specified rent. The lease may set forth other duties and responsibilities of the landlord and tenant. Once the parties sign the lease both are bound by its terms. Landlords should select their leases with care. Before selecting a lease, a landlord may wish to consult with an attorney who regularly handles landlord and tenant matters.

When should the tenant expect to get a copy of the lease?

It is a good idea to get a copy of the lease before signing so that you will have a chance to review it. A tenant should be given a copy of the lease and any rules or regulations referred to in the lease after both the landlord and tenant have signed. If the landlord does not voluntarily give the tenant a copy of the lease and rules and regulations, the tenant should request a copy in writing. Since the lease spells out the tenant's and landlord's responsibilities, it is important for both parties to have a copy of the lease to answer any questions. Keep your lease in a safe place.

What is renter's insurance?

For those who rent, renters insurance covers damage to or loss of your personal property and/or insures the tenant for certain claims against the tenant. Whether you rent from a house owner, a property manager, or a university (as a student living in a dorm), consider purchasing renters' insurance.

Why do I need renter's insurance?

Landlords insure the physical apartment building against damage from occurrences such as fire, hail, and vandalism. But their insurance policy does not cover your belongings, so don't expect the landlord to owe you payment should anything happen. Another reason to get renters insurance is to protect yourself against any accidents caused by other tenants. Renters insurance can also protect against liability lawsuits or medical bills of guests injured in your apartment. Some landlords require you to purchase renter's insurance. If so, this would be stipulated in your lease or lease riders.

I have a roommate. Do we each get our own policy?

It depends on the policy. Some insurance companies offer one policy that covers multiple people. Others require each person to get a separate policy.

I spoke to my landlord over a month ago about repairing a leak in the kitchen, but it still has not been fixed. What can a tenant do to force a landlord to make repairs?

First, you must notify the landlord of the condition needing repair. It is best to give a written, dated notice informing the landlord of the problem and keep a copy for yourself. Written notice provides tangible evidence that the landlord was aware of the need for the repair. If the landlord does not make a satisfactory response to remedy the issue within ten (10) day notice then, contact the Building and Planning Department.

Is pest control part of the maintenance responsibilities of the landlord?

Yes. Local housing and/or health codes require this. If the pest problem in the apartment is severe, the landlord may be required to address the problem prior to occupancy because the property's condition violates local health and safety ordinances. However, it is the occupant's responsibility to maintain the pest/rodent control while occupying the dwelling unit.

The pipes in my apartment froze and when they melted, they leaked. Who is responsible for the damage to the pipes and damage to my property?

If your water pipes freeze, then burst, your landlord most likely will not be responsible for the damage to your personal property. You need to read your lease carefully. Most leases state that the tenant must take steps to keep pipes from freezing in winter, such as keeping the apartment heated or the water running. Even if your lease says that your landlord is not legally responsible for the loss of personal property, a court can hold the landlord responsible if it is shown that it is the landlord's fault that the pipes burst. The landlord must repair the water damage to the apartment.

When I moved into the apartment, two windows did not have screens and two other screens were ripped. After I vacated the apartment, I received a letter from the management company saying they were going to deduct the cost of the screens from the security deposit. Can they deduct this cost from the security deposit?

Generally, the tenant is not responsible for defects that existed before the tenant occupied the premises. The purpose of a move-in inspection is to determine any defects before the tenant moves in. If you signed the move-in inspection list and failed to identify the missing and torn screens, you can be charged for the replacement and repair of those screens. The move-in list is conclusive as to the condition of the apartment at the time you moved in. If you noted the condition of the screens on the list at the time of the inspection, the cost of the repair should not be deducted from your security deposit.

Is my landlord required to provide me with a smoke detector?

The local adopted building codes require smoke alarms to be installed and maintained in all residential dwelling units. Every room used for sleeping purposes is required to have a smoke alarm as well as the wall or ceiling outside of each separate sleeping area in the vicinity of bedrooms.

Must I inform prospective tenants that my rental property contains lead-based paint?

Yes, federal law requires that most property owners who rent residential property built before 1978 disclose all known lead-based paint and lead-based paint hazards in the home and make available reports on lead present in the home. The lease should reflect that such notice was given and contain a warning of the danger posed by lead paint and lead paint hazards. The landlord should keep copies of such leases for three years to prove compliance with federal law. Landlords must provide each new tenant and each renewing tenant a copy of the EPA pamphlet "Protect Your Family from Lead in Your Home." Landlords seeking more information or copies of the pamphlet can call the National Lead Information Clearinghouse at 800-424-LEAD or www.epa.gov/docs/lead_pm.

My tenants have not paid rent in several months. Can I turn off their utilities?

No. A landlord who wants to force tenants to move must follow the dispossession process.

How To Use This Form:

BEFORE you sign a lease, take the checklist (and a camera if you wish) with you and inspect the rental property with whomever is authorized to perform the walkthrough with you.

This may be:

- The Property Manager
- The Owner/Landlord - The Real Estate Agent
- The Leasing Office

If the owner's neighbor, friend, daughter, daughter-in-law or son-in-law conducts the inspection, make a note of it. Why? Sometimes they are doing someone a favor, such as an absentee landlord, and are not aware of what to look for and may not be the same person who conducts the move-out inspection.

If the rental property changes owners during your stay, you should contact the new owners and do a walk through or simply send them a copy of your original move-in inspection – certified mail. This will help avoid conflicts when you move out. Don't be surprised if they request to do a new inspection. They should have done this prior to buying the property – but many investors buy blind.

INSPECT YOUR Rental Property

This is a general list of things that you can look for in your rental home or apartment. Inspect each room.

Take your time. This is where you are going to live.

Make Notes on The Condition of Each Room – Look For:

- Scratches in hardwood floors and/or burn marks/tears in carpets
- Missing tiles in bathroom
- Ripped screens in windows – missing glass
- Holes/scratches in walls (pinholes, patched over areas etc.)
- Faded paint (just note it) – rubbed off paint etc.
- Burn marks on counters/scratches (rub your hand along the counter (if its clean)
- Loose fixtures (ceiling, wall etc.)
- Make sure all outlets have covers and receptacles.
- Heat (and if provided air conditioning) Turn the units on.
- Kitchen Stove – turn it on. Inspect for cleanliness
- Refrigerator - ice box and main area – is it cold? Clean?
- Kitchen Cabinets – scratches, cleanliness, grime
- Kitchen Exhaust over stove – turn it on. Are filters clean?
- Bathtubs/showers – turn them on. Hot and cold water. Water Pressure. Cracks. Grime.
- Toilet paper holder
- Flush the toilets – do they work?

City of Osawatomie Statement of Compliance

Property Owner _____ Tenant _____

Complex Name _____ Unit # _____

Rental Address _____ Inspection Date _____

		Good	Fair	Poor	Comments
KITCHEN	Appliances, If Provided				
	Floor Covering				
	Paint / Walls & Ceiling				
	Lighting Fixtures				
	Ground Fault Outlets (GFCI)				
	Functioning Plumbing				
DINING ROOM	Floor / Carpet				
	Paint / Walls & Ceiling				
	Lighting Fixtures				
	Electrical Outlets				
LIVING ROOM	Floor Covering				
	Paint / Walls & Ceiling				
	Lighting Fixtures / Fans				
	Electrical Outlets				
BATHROOM	Flooring				
	Paint/ Walls/ & Ceiling				
	Light Fixtures				
	Ground Fault Outlets (GFCI)				
	Bathtub Shower				
	Toilet				
	Sink & Drain				
BEDROOM 1	Floor / Carpet				
	Paint/ Walls / Ceiling				
	Lighting Fixtures / Fans				
	Electrical Outlets				
	Smoke Detector				
BEDROOM 2	Floor / Carpet				
	Paint/ Walls / Ceiling				
	Lighting Fixtures / Fans				
	Electrical Outlets				
	Smoke Detector				
BEDROOM 3	Floor / Carpet				
	Paint/ Walls / Ceiling				
	Lighting Fixtures / Fans				
	Electrical Outlets				
	Smoke Detector				
BEDROOM 4	Floor / Carpet				
	Paint/ Walls / Ceiling				
	Lighting Fixtures / Fans				
	Electrical Outlets				
	Smoke Detector				
GENERAL	Front Door				
	Back Door				
	Air Conditioner				
	Heating / Thermostat				
	Water Heater				
	Basement				
	Garage Outlets				
	Laundry Room Vent				
	Windows				
	Patio/ Deck/ Railings				
	Carbon Monoxide Detector				*If you have Gas Appliance
	Fireplace				

TENANT RESPONSIBILITIES:

Tenant agrees to the following conditions:

1. TRASH AND DEBRIS: All trash must be stored in a container behind the building line or in the garage on non trash days and be returned to that area in a timely manner after trash has been removed.

2. VEHICLES: All vehicles must be operable and properly owned, licensed and maintained by legal tenants of the property. Parking is not allowed on the grass. You may not block access by other vehicles to the driveways or dedicated parking areas and garages. Inoperable vehicles may be stored only in the garage or other enclosed buildings. You must park your boats, RVs, trailers and other recreational vehicles in dedicated parking areas.

3. OUTDOOR STORAGE: The following items may not be stored outside: appliances, furniture, items not manufactured for outdoor use, items in disrepair and accumulations of yard waste.

4. GRASS CUTTING AND SNOW/ICE REMOVAL: Tenant is responsible for the maintenance of the lawn. Grass should be kept below eight inches. Tenant is also responsible for snow/ice removal from sidewalks in front of the property within one day of the snow/ice event.

5. OTHER: Tenant agrees to any other responsibilities outlined in the lease.

NOTES:

Landlord Signature_____

Landlord Printed Name_____

Tenant Signature_____

Tenant Printed Name_____

Tenant Signature_____

Tenant Printed Name_____

Tenant Signature_____

Tenant Printed Name_____

Tenant Signature_____

Tenant Printed Name_____



City of
Osawatomie

Tenant/Landlord Acknowledgement

Date: _____

LANDLORD

OWNER OF RECORD (Corporation Name/Chief Operating Officer):

Name: _____ Daytime Phone: _____

Rental Address: _____ Rental Registration Number: _

Phone: _____ Email Address: _

TENANT:

Name (as shown on lease): _____ Daytime Phone: _____

Name (as shown on lease): _____ Daytime Phone: _____

Name (as shown on lease): _____ Daytime Phone: _____

Name (as shown on lease): _____ Daytime Phone: _____

Dates of Lease: _____

I acknowledge having provided the pamphlet "Check Your Home – A Guide for Renters, Landlords, and Homeowners" to the tenant(s) listed above:

Signature of Owner or Agent: _____

Date: _____

I acknowledge having received and reviewed the pamphlet "Check Your Home – A Guide for Renters, Landlords, and Homeowners" from the landlord listed above

Signature of Tenant(s): _____ Date: _____

I/we acknowledge having received and reviewed the past utility usages, and it has been disclosed to me/us of any past citations or property deficiencies for the prior 24 months.

Signature of Tenant (s): _____

Date: _____

Signature of Tenant (s): _____

Date: _____

Signature of Tenant (s): _____

Date: _____

Signature of Tenant (s): _____

Date: _____

This form must be completed and turned in with a signed lease prior to utility service being established.

FOR OFFICE USE ONLY

Received by _____ Date Received: _____

Database Updated: _____



Rental Registration

Application Date: _____

OWNER OF RECORD (*Corporation Name/Chief Operating Officer*):

Name: _____ Daytime Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Fax: _____ Email Address: _____

RESIDENT AGENT (*if owner does not live within a 100-mile radius from the City of Osawatomie*):

Name: _____ Daytime Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Fax: _____ Email Address: _____

RENTAL PROPERTY ADDRESS	UNIT TYPE SINGLE OR MULTI-FAMILY DWELLINGS	# OF UNITS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

If registering more than Ten (10) properties, please attach additional application form.

The owner of each rental residential dwelling must make written application showing the owner of record and the applicable agent or operator/manager information. This requirement shall apply to all rental dwellings, including rented single-family and multi-family dwellings and rented dwelling units in owner-occupied dwellings.

- 1) A one (1) time registration shall be filed per owner of all property in which rental dwellings exist providing all property is titled under the same name; and
- 2) If the owner of the property in which rental dwellings exist is titled under different names, each property titled differently will be required to submit additional registrations; and
- 3) In cases where the owner of the rental dwelling resides more than 100 miles outside of the City of Osawatomie, Kansas, the owner shall designate a resident agent who shall reside within a 100-mile radius of the corporate limits of the City of Osawatomie, Kansas.

No application shall be considered without signature of the owner or agent.
I declare under penalty of perjury that the statements made herein are true and correct.

Signature of Owner or Agent: _____ Date: _____

Printed Name of Owner or Agent _____

FOR OFFICE USE ONLY

New Registration Number: _____

Received by: _____ Date Received: _____ Database Updated: _____



Rental Complaint Form

Date: _____

Name: _____ Daytime Phone: _____

Address of Rental Property: _____ City: _____ State: _____ Zip: _____

Alternate Phone: _____ Email Address: _____

Please describe the complaint: _____

If you have pictures or other documentation, please attach to the complaint form.

Has the complaint been reported to the Landlord or Property Manager? Yes ☐ No ☐

If yes, to whom and when?* _____

How was landlord or property owner notified of the complaint?

☐ Phone ☐ In-Person ☐ Certified Mail

** Non-life-safety complaints require the landlord or property manager be notified by United States Postal Service Certified Mail or by Personal Service.*

LANDLORD / PROPERTY MANAGER NAME:

Name: _____ Daytime Phone: _____

Address: _____ City: _____ State: _____ Zip: _____

Fax: _____ Email Address: _____

I declare under penalty of perjury that the statements made herein are true and correct.

Signature of Tenant or Occupant: _____ Date: _____

FOR OFFICE USE ONLY

Received by: _____ Date Received: _____ Assigned to: _____

Rental Inspection Consent Form

THIS INSPECTION WAS REQUESTED BY THE TENANT BECAUSE OF POSSIBLE BUILDING OR PROPERTY MAINTENANCE CODE VIOLATIONS THAT ARE NOT BEING ADDRESSED BY THE LANDLORD. THE TENANT HAS NOTIFIED THE LANDLORD WITH WRITTEN COMMUNICATION AND HAS GIVEN THE LANDLORD AMPLE TIME TO CORRECT THE ISSUES.

I (name of occupant) _____, an occupant of (address) _____, being the individual on the Rental Agreement form and requesting an internal/external inspection of the property listed above. This inspection requested is to determine if the property complies with the current Property Maintenance Code the City of Osawatomie has adopted.

Occupant's list of concerns:

The tenant must also provide a copy of the certified letter or affidavit of personal service with this form.

Occupant's Signature: _____ Date: _____

Inspected By: _____ Date: _____