

# NOTICE OF LANDLORD'S UNLAWFUL REMOVAL

In accordance with Kansas Residential Landlord and Tenant Act, KSA 58-2563

Posted / Tacked at \_\_\_\_\_ Time / Date \_\_\_\_\_ Initials \_\_\_\_\_  
Or  
Personal Delivery to \_\_\_\_\_ Time / Date \_\_\_\_\_ Initials \_\_\_\_\_  
Or  
Mailed by  Regular Mail  Certified Mail \_\_\_\_\_ Time / Date \_\_\_\_\_ Initials \_\_\_\_\_  
Or  
Other \_\_\_\_\_ Time / Date \_\_\_\_\_ Initials \_\_\_\_\_

Witness/es \_\_\_\_\_

To: (Landlord) \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

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

On \_\_\_\_\_, you took the following action/s to unlawfully remove/bar me/us  
Date

from the property I/we rent from you at \_\_\_\_\_:  
Address of Rental Unit

(Describe Landlord's actions)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Because of your action/s, Kansas law (see statutes attached) provides that I/we may:  
(mark appropriate choice)

- Recover possession  
or  
 Terminate the rental agreement

**AND** in either case, recover an amount equal to 1 ½ times the months' rent or actual damages,  
whichever is greater.

Furthermore, I/we can file criminal charges against you for Theft if you have removed my/our  
personal property and Criminal Deprivation of Property for barring me/us from the property. To  
remedy this situation, you must stop your actions, return the dwelling (and all personal property) in its  
previous condition, and, if applicable, pursue appropriate action in District Court to remove me/us.

Sincerely,

\_\_\_\_\_  
Tenant/s signature

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Tenant/s printed name

\_\_\_\_\_  
Witness Date

© 2008 Housing and Credit Counseling, Inc. • Additional copies available from HCCI  
1195 SW Buchanan, Topeka, KS 66604 (785) 234-0217 (800) 383-0217 [www.hcci-ks.org](http://www.hcci-ks.org)

**From Kansas Residential Landlord and Tenant Act (KSA 58-2540 through 58-2573)**

**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.

**58-2569. 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.