



Check Your Home

A Guide for Renters, Landlords and Homeowners



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Table of Contents

Introduction.....	Pg. 3
Landlord Responsibilities	Pg. 4
Tenant Responsibilities	Pg. 5
Exterior Inspection	Pg. 6
Interior Inspection	Pg. 7-9
Smoke Detectors / Carbon Monoxide Alarms...	Pg. 9
Overcrowding	Pg. 10
Remodeling	Pg. 10
Important Contacts	Pg. 11
Tenant/Landlord Inspection Sheet	Pg. 12-14
FAQ	Pg. 15-16
Tenant/Landlord Acknowledgement	Pg. 17
Rental Registration Form.....	Pg. 18
Housing Codes Complaints Policy.....	Pg. 19
Housing Codes Complaint Form.....	Pg. 20
Rental Inspection Consent Form.....	Pg. 21

This Pamphlet is intended as an informal guide to the most current International Property Maintenance Codes adopted by the City of Russell. We hope that all citizens will find this information useful in evaluating their housing needs and current housing situation. The City of Russell 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 the City Building, 133 W. 8th Street. For more information call the Building and planning Office, 785-483-6311.

City of Russell Code Enforcement

The building official is responsible for enforcement of the property maintenance code to enhance the community by assisting in the following ways:

Cooperate with citizens in improving and preserving homes and properties within the City of Russell. *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 Russell community.

For Code Enforcement Information, contact the City of Russell, at 785-483-6311. Our website can be found at www.russellcity.org

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

Landlord Responsibilities.

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

- Common areas shared by two or more units must be kept clean.
- Eliminate rats, insects and other pests (maintain regular upkeep and pest control).
- 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. Check housing designations occupancy for each property before renting.
- 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 sample move-in inspection checklist can be found on pages 12 – 14.

Tenant Responsibilities.

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

- 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 rather than streets or yards.
- 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.
- Inventory of premises within five (5) days of occupancy. Keep a written copy that has been signed by both landlord and tenant.
- Failure to pay rent on time is grounds for eviction procedures to begin, regardless of the reason.

The City of Russell Housing Code Complaints Policy can be found on page 20.

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 8 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.
- **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, handrails when more than two (2) steps.
- **Decks:** Guard railings if deck is over 30 inches high and must be securely fastened to 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
- 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:** 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.
- No direct connection or mixing between private well water and City of Russell water supply.
- Kitchen has at least two electrical outlets.
- Floor surface is clean and sanitary.
- Floor is in good repair

All Bathrooms Must Have:

- Sanitary floors and walls.
- Proper size window or mechanical ventilation.
- No passageway through bathroom.
- At least one electrical outlet • 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.

Remember to Check 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.
- Faucet on sinks & tub higher than the basin rim?

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.

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 should 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 (785) 483-7111

Overcrowding is Not Permitted

Maximum Occupancy: Code Requirements for Number of Occupants per Square Footage of Living Space.

<u>Room</u>	<u>1-2 Occup.</u>	<u>3-5 Occup.</u>	<u>6 or more</u>
Living Rm.	No Req.	120 sq. ft.	150 sq. ft.
Dining Rm.	No Req.	80 sq. ft.	100 sq. ft.
Kitchen	50 sq. ft.	50 sq. ft.	60 sq. ft.

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.

Before Remodeling or Making Repairs:

Make sure that the property owner or property manager has approved your remodel/repair plans.

- Be sure that your plans meet the requirements for housing, building and zoning. Obtain any required permits.
- Secure advice and estimates from reliable licensed tradespersons. The Inspection Office can provide lists of licensed contractors upon request.
- Beware of “cut rate” repairs; they may cost you more than you save over the long-term.
- Secure legal advice before contracts are let or before arranging loans for the repairs.
- Make financial arrangements that fit your financial situation.
- It is a good idea to gather more than one damage and repair estimate as well as multiple estimates of costs to remodel and project completion time frame.

HELPFUL CONTACT INFORMATION

- **Contact Building, Planning, and Zoning Department at 785-483-6311 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 City Clerk at 785-483-6311 for:**
Electric, Water, Sewer, Trash Service
- **Call the Animal Control at 785-483-6311 for:** Animal Licensing
- **Call the Russell County Health Department at 785-483-6433 for:** Lead-Based Paint Information
- **Call Housing and Credit Counseling, Inc. at 785-234-0217 or www.hcci-ks.org for:**
Landlord and Tenant Laws and Regulations Kansas Tenants and Landlords Handbook
- **Call Emergency Services (911) for:** Police, Fire, and EMS
- **Russell Association of Churches (RAOC)** does not assist with rent, rent deposits, or utility deposits, but may assist, depending upon availability of funds, with utility bills. Contact RAOC at 785-483-5853.

Check out the City's website www.russellcity.org for more information!

Tenant –Landlord Inspection Sheet			Date:
Lease Start Date		Lease End Date	
Name of Landlord or Property Manager		Phone Number	
Address for mail			
Unit address			
MOVE IN INSPECTION		MOVE OUT INSPECTION	
Move-In Date		Move Out Date	
Inspected by		Inspected by	
Inspection Date		Inspection Date	
Summary Rating 1 lowest 4 highest	<input type="checkbox"/> 1 <input type="checkbox"/> 3	Summary Rating	<input type="checkbox"/> 1 <input type="checkbox"/> 3
	<input type="checkbox"/> 2 <input type="checkbox"/> 4		<input type="checkbox"/> 2 <input type="checkbox"/> 4
Bath 1			
Tile			
Tub/Shower			
Other			
Bath 2			
Bed 1			
Walls			
Ceiling			
Windows/Blinds etc.			
Carpet/Floors			
Furniture			
Bed 2			
Walls			

Ceiling			
Windows/Blinds etc.			
Carpet/Floors			
Furniture			
Kitchen			
Walls			
Ceiling			
Windows/Blinds etc.			
Carpet/Floors/Tile			
Counter			
Refrigerator			
Stove			
Sink			
Other			
Family			
Walls			
Ceiling			
Windows/Blinds etc.			
Carpet/Floors			
Furniture			
Exterior			
Porch/Deck			
Yard – Garbage in			
Yard/Lawn etc.			
Exterior of Building – Paint/Roof etc.			
Garbage Cans/Disposal area			
Basement/Garage			

How to use this form:

BEFORE you sign the lease, take the checklist (and camera if you wish) with you and inspect the apartment with whoever is authorized to perform the walk through 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 apartment/home 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 HOME

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 for maybe.

1 month or 10 years.

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?

Frequently Asked Questions

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) days notice then, contact the Building and Planning department in accordance with the City of Russell Housing Complaints Policy. (see pg. 12 – 13)

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 dispossessory process.



Tenant / Landlord Acknowledgment

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: _____

Dates of Lease: _____

I acknowledge having provided the pamphlet entitled 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 entitled Check Your Home – A Guide for Renters, Landlords, and Homeowners from the landlord listed above:

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: _____

New Registration Update

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 30 Mile radius from the City of Russell*):

Name: _____ Daytime Phone: _____

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

Fax: _____ Email Address: _____

RENTAL PROPERTY ADDRESS	UNIT TYPE SINGLE OR MULTI-FAMILY DWELLINGS	NUMBER OF UNITS
1.		
2.		
3.		
4.		

If registering more than four (4) 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 30 miles outside of the City of Russell, Kansas, the owner shall designate a resident agent who shall reside within a 30-mile radius of the corporate limits of the City of Russell, 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: _____

FOR OFFICE USE ONLY

New Registration

Registration Number: _____

Received by _____ Date Received: _____ Database Updated: _____

HOUSING CODE COMPLAINTS POLICY

The Building and Planning department 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

The building official 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. 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. Unsanitary conditions are referred to the Russell County Health Department. Our department will not become involved in resolving civil disputes.
- c. The Building Official 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. BPZ 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 inspection occurs 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 the building official, the matter is turned over to the City’s Attorney, for possible legal action.



133 W. 8th Street, Russell KS 67665
Phone (785) 483-6311
Fax: (785) 483-4397

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 attached 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 Other

** 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 ALSO NOTIFIED LANDLORD IN WRITING VIA CERTIFIED LETTER AND HAS GIVEN THE LANDLORD AMPLE TIME TO CORRECT 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 2018 Property Maintenance Code that the City of Russell 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: _____

Owner/Agent Signature: _____ Date: _____

Inspected By: _____ Date: _____