

SENATE BILL No. 100

By Committee on Federal and State Affairs

1-29

1 AN ACT concerning housing; relating to denial of housing or other
2 adverse actions against tenants or prospective tenants on the basis of
3 past evictions or rental arrears; prohibiting the reporting of evictions or
4 rental arrears information by consumer reporting agencies or the use of
5 such information by landlords for adverse action against tenants after
6 three years from the date of the evictions or rental arrears; requiring
7 consumer reporting agencies to provide an opportunity for individuals
8 to explain any record of evictions or rental arrears; enacting the Kansas
9 fair chance housing and homelessness reduction act; amending K.S.A.
10 2024 Supp. 50-626 and repealing the existing section.

11

12 *Be it enacted by the Legislature of the State of Kansas:*

13 New Section 1. Sections 1 through 4, and amendments thereto, shall
14 be known and may be cited as the Kansas fair chance housing and
15 homelessness reduction act.

16 New Sec. 2. As used in sections 1 through 4, and amendments
17 thereto:

18 (a) "Adverse action" means a denial or cancellation of, an increase in
19 any charge for or any other adverse or unfavorable change in the terms of a
20 rental agreement applied for by a consumer, offered to a consumer or
21 previously entered into by a consumer for a dwelling unit.

22 (b) "Consumer" means an individual.

23 (c) "Consumer report" means any written, oral or other
24 communication of any information by a consumer reporting agency
25 bearing on a consumer's credit worthiness, credit standing, credit capacity,
26 character, general reputation, personal characteristics, eviction history,
27 rental arrears or other residential or tenant history or mode of living that is
28 used or expected to be used or collected, in whole or in part, for the
29 purpose of serving as a factor in establishing the consumer's eligibility for:

30 (1) Credit or insurance to be used primarily for personal, family or
31 household purposes;

32 (2) employment purposes;

33 (3) renting a dwelling unit from a landlord as a tenant; or

34 (4) other purposes as permitted by federal or state law.

35 (d) "Consumer reporting agency" means any person that for monetary
36 fees, dues or on a cooperative nonprofit basis, regularly engages, in whole

1 or in part, in the practice of assembling or evaluating consumer credit
2 information or other information on consumers for the purpose of
3 furnishing consumer reports to third parties and uses any means or facility
4 of interstate commerce for the purpose of preparing or furnishing
5 consumer reports. "Consumer reporting agency" includes any consumer
6 reporting agency that compiles and maintains files on consumers on a
7 nationwide basis, reseller or specialty consumer reporting agency.

8 (e) "Consumer reporting agency that compiles and maintains files on
9 consumers on a nationwide basis" means a consumer reporting agency that
10 regularly engages in the practice of assembling or evaluating, and
11 maintaining, for the purpose of furnishing consumer reports to third parties
12 bearing on a consumer's credit worthiness, credit standing or credit
13 capacity, each of the following data regarding consumers residing
14 nationwide:

15 (1) Public record information; and

16 (2) credit account information from persons who furnish such
17 information regularly and in the ordinary course of business.

18 (f) "Dwelling unit" means a structure or the part of a structure that is
19 used as a home, residence or sleeping place by one person who maintains a
20 household or by two or more persons who maintain a common household.
21 "Dwelling unit" does not include real property used to accommodate a
22 manufactured home or mobile home, unless such manufactured home or
23 mobile home is rented or leased by the landlord.

24 (g) "File" when used in connection with information on any
25 consumer, means all of the information on the consumer recorded and
26 retained by a consumer reporting agency regardless of how the
27 information is stored.

28 (h) "Landlord" means the owner, lessor or sublessor of a dwelling
29 unit, or the building of which it is a part, and the manager of the premises.

30 (i) "Owner" means one or more persons, jointly or severally, in whom
31 is vested all or part of the:

32 (1) Legal title to property; or

33 (2) beneficial ownership and a right to prevent use and enjoyment of
34 the premises, including a mortgagee in possession.

35 (j) "Person" means any individual, partnership, corporation, limited
36 liability company, business trust, estate, cooperative, association or other
37 for-profit or nonprofit entity. "Person" does not include any governmental
38 agency or other governmental entity.

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

43 (l) "Rental agreement" means all agreements whether written or oral

1 and enforceable rules and regulations adopted by a landlord pursuant to
2 K.S.A. 58-2556, and amendments thereto, embodying the terms and
3 conditions concerning the use and occupancy of a dwelling unit and
4 premise.

5 (m) "Rental arrears" means any late, unpaid or overdue rent and any
6 adverse information pertaining to the credit worthiness, credit standing,
7 credit capacity or an ability to make rental payments of a consumer arising
8 from a current or prior rental agreement entered into by the consumer.

9 (n) "Reseller" means a consumer reporting agency that:

10 (1) Assembles and merges information contained in the database of
11 another consumer reporting agency or multiple consumer reporting
12 agencies concerning any consumer for purposes of furnishing such
13 information to any third party; and

14 (2) does not maintain a database of the assembled or merged
15 information from which new consumer reports are produced.

16 (o) "Residential or tenant history" includes any information relating
17 to an eviction or to rental arrears.

18 (p) "Specialty consumer reporting agency" means a consumer
19 reporting agency that compiles and maintains files on consumers relating
20 to:

21 (1) Medical records or payments;

22 (2) residential or tenant history;

23 (3) check writing history;

24 (4) employment history; or

25 (5) insurance claims.

26 (q) "Tenant" means a consumer entitled under a rental agreement to
27 occupy a dwelling unit to the exclusion of others.

28 New Sec. 3. (a) (1) A consumer reporting agency shall not make or
29 furnish a consumer report that contains residential or tenant history that is
30 adverse to the consumer unless the consumer reporting agency has
31 contacted the consumer, advised the consumer of the residential or tenant
32 history to be included in such consumer report and offered the consumer
33 an opportunity to provide an explanation with respect to any such history.
34 The consumer reporting agency shall attempt to contact the consumer by
35 means of first-class mail addressed to the most current address of record of
36 the consumer, telephone to the most recent telephone number of record of
37 the consumer, if any, and email to the most recent email address of record
38 of the consumer, if any. Any explanation provided by the consumer shall
39 be included in the consumer report by the consumer reporting agency.

40 (2) The consumer report shall include a record of such attempts to
41 contact the consumer, and if the consumer reporting agency fails to
42 establish contact with the consumer, the reason for such failure. The
43 consumer reporting agency shall permit and provide the consumer with the

1 opportunity to provide an explanation, whether verbally or in writing by
2 mail or email.

3 (3) The consumer report shall not be furnished until the consumer has
4 provided an explanation for any adverse residential or tenant history that is
5 included in the consumer report or 15 business days after the date of
6 mailing, by first-class mail, of the request for an explanation of the adverse
7 residential or tenant history, whichever occurs first. In efforts to contact
8 the consumer, the consumer reporting agency shall advise the consumer of
9 such deadline and provide a mailing address, email address and telephone
10 number by which the consumer may provide an explanation.

11 (b) No consumer reporting agency shall make any consumer report
12 containing any information or record pertaining to:

13 (1) An eviction of the consumer by a landlord from a dwelling unit
14 that antedate the report by more than three years; or

15 (2) rental arrears of the consumer, including accounts placed for
16 collection or charged to profit and loss that antedate the report by more
17 than three years. The three-year period shall begin with respect to any
18 rental arrears or delinquent account placed for collection, internally or by
19 referral to a third party, whichever is earlier, charged to profit and loss or
20 subjected to any similar action, upon the expiration of the 180-day period
21 beginning on the date of the commencement of the delinquency that
22 immediately preceded the collection activity, charge to profit and loss or
23 similar action.

24 (c) In considering whether to enter into a rental agreement with a
25 consumer for a dwelling unit or as a basis for taking any adverse action
26 against a tenant, no landlord shall:

27 (1) Consider any residential or tenant history prohibited by subsection
28 (b), whether provided by a consumer reporting agency, contained in a
29 consumer report or obtained by other means from any public or private
30 source; or

31 (2) consider any consumer report containing any residential or tenant
32 history that does not include an explanation by the consumer or a record of
33 attempts to contact such consumer as required by subsection (a).

34 (d) If a landlord declines to enter into a rental agreement with a
35 consumer for a dwelling unit, cancels such a rental agreement with a
36 tenant or alters the terms of such a rental agreement adversely to a tenant,
37 the landlord shall provide the consumer or tenant with any consumer
38 report or any residential or tenant history from any public or private source
39 obtained, consulted or considered by the landlord with respect to such
40 adverse action.

41 New Sec. 4. (a) A violation of any provision of section 3, and
42 amendments thereto, by a landlord or a consumer reporting agency is a
43 deceptive act or practice under the provisions of the Kansas consumer

1 protection act and shall be subject to any and all of the enforcement
2 provisions of the Kansas consumer protection act.

3 Sec. 5. K.S.A. 2024 Supp. 50-626 is hereby amended to read as
4 follows: 50-626. (a) No supplier shall engage in any deceptive act or
5 practice in connection with a consumer transaction.

6 (b) Deceptive acts and practices include, but are not limited to, the
7 following, each of which is hereby declared to be a violation of this act,
8 whether or not any consumer has in fact been misled:

9 (1) Representations made knowingly or with reason to know that:

10 (A) Property or services have sponsorship, approval, accessories,
11 characteristics, ingredients, uses, benefits or quantities that they do not
12 have;

13 (B) the supplier has a sponsorship, approval, status, affiliation or
14 connection that the supplier does not have;

15 (C) property is original or new, if such property has been deteriorated,
16 altered, reconditioned, repossessed or is second-hand or otherwise used to
17 an extent that is materially different from the representation;

18 (D) property or services are of particular standard, quality, grade,
19 style or model, if they are of another ~~which~~ *that* differs materially from the
20 representation;

21 (E) the consumer will receive a rebate, discount or other benefit as an
22 inducement for entering into a consumer transaction in return for giving
23 the supplier the names of prospective consumers or otherwise helping the
24 supplier to enter into other consumer transactions, if receipt of benefit is
25 contingent on an event occurring after the consumer enters into the
26 transaction;

27 (F) property or services has uses, benefits or characteristics unless the
28 supplier relied upon and possesses a reasonable basis for making such
29 representation; or

30 (G) use, benefit or characteristic of property or services has been
31 proven or otherwise substantiated unless the supplier relied upon and
32 possesses the type and amount of proof or substantiation represented to
33 exist;

34 (2) the willful use, in any oral or written representation, of
35 exaggeration, falsehood, innuendo or ambiguity as to a material fact;

36 (3) the willful failure to state a material fact, or the willful
37 concealment, suppression or omission of a material fact;

38 (4) disparaging the property, services or business of another by
39 making, knowingly or with reason to know, false or misleading
40 representations of material facts;

41 (5) offering property or services without intent to sell ~~them~~;

42 (6) offering property or services without intent to supply reasonable,
43 expectable public demand, unless the offer discloses the limitation;

1 (7) making false or misleading representations, knowingly or with
 2 reason to know, of fact concerning the reason for, existence of or amounts
 3 of price reductions, or the price in comparison to prices of competitors or
 4 one's own price at a past or future time;

5 (8) falsely stating, knowingly or with reason to know, that a consumer
 6 transaction involves consumer rights, remedies or obligations;

7 (9) falsely stating, knowingly or with reason to know, that services,
 8 replacements or repairs are needed;

9 (10) falsely stating, knowingly or with reason to know, the reasons
 10 for offering or supplying property or services at sale or discount prices;

11 (11) sending or delivering a solicitation for goods or services ~~which~~
 12 *that* could reasonably be interpreted or construed as a bill, invoice or
 13 statement of account due, unless:

14 (A) Such solicitation contains the following notice, on its face, in
 15 conspicuous and legible type in contrast by typography, layout or color
 16 with other printing on its face:

17 "THIS IS A SOLICITATION FOR THE PURCHASE OF GOODS OR
 18 SERVICES AND NOT A BILL, INVOICE OR STATEMENT OF
 19 ACCOUNT DUE. YOU ARE UNDER NO OBLIGATION TO MAKE
 20 ANY PAYMENTS UNLESS YOU ACCEPT THIS OFFER"; and

21 (B) such solicitation, if made by any classified telephone directory
 22 service not affiliated with a local telephone service in the area of service,
 23 contains the following notice, on its face, in a prominent and conspicuous
 24 manner:

25 " _____ IS NOT
 26 (name of telephone directory service)

27 AFFILIATED WITH ANY LOCAL TELEPHONE COMPANY";

28 (12) (A) using, in any printed advertisement, an assumed or fictitious
 29 name for the conduct of such person's business that includes the name of
 30 any municipality, community or region or other description of the
 31 municipality, community or region in this state in such a manner as to
 32 suggest that such person's business is located in such municipality,
 33 community or region unless:

34 ~~(A)~~(i) Such person's business is, in fact, located in such municipality,
 35 community or region; or

36 ~~(B)~~(ii) such person includes in any such printed advertisement the
 37 complete street and city address of the location from which such person's
 38 business is actually conducted. If located outside of Kansas, the state in
 39 which such person's business is located also shall be included.

40 (B) The provisions of this subsection shall not apply to the use of any
 41 trademark or service mark registered under the laws of this state or under
 42 federal law; any such name that, when applied to the goods or services of
 43 such person's business, is merely descriptive of them; or any such name

1 that is merely a surname. Nothing in this subsection shall be construed to
2 impose any liability on any publisher when such publisher had no
3 knowledge *that* the business was not, in fact, located in such municipality,
4 community or region;

5 (13) (A) making an oral solicitation for products or services based on
6 a mortgage trigger lead unless the solicitation clearly and conspicuously
7 states in the initial phase of the solicitation that the solicitor is not
8 affiliated with the lender or broker with which the consumer initially
9 applied and that the solicitation is based on personal information about the
10 consumer that was purchased, directly or indirectly, from a consumer
11 reporting agency without the knowledge or permission of the lender or
12 broker with which the consumer initially applied;

13 (B) making a written solicitation for products or services based on a
14 mortgage trigger lead unless the solicitation clearly and conspicuously
15 states on the first page of the solicitation that the solicitor is not affiliated
16 with the lender or broker with which the consumer initially applied and
17 that the solicitation is based on personal information about the consumer
18 that was purchased, directly or indirectly, from a consumer reporting
19 agency without the knowledge or permission of the lender or broker with
20 which the consumer initially applied. *A clear and conspicuous-shall include*
21 *statement of such solicitation includes having* legible type in contrast by
22 typography, layout or color with other printing on the first page of the
23 correspondence; and

24 (C) any solicitor under clause (A) or (B) shall be in compliance with
25 the provisions of the Kansas mortgage business act, unless otherwise
26 exempted from such act, and any other law or regulation; ~~and~~

27 (14) failing to release funds representing an insurance settlement
28 payment for damage to real property subject to a mortgage by the
29 mortgage holder to the mortgagor within 30 days after receiving written
30 proof that the damaged property is replaced or otherwise repaired to the
31 satisfaction of the mortgagor and the mortgage holder. Any person who
32 submits false information regarding the condition of the property shall be
33 liable in damages to the mortgage holder or the mortgage holder's assignee
34 for the amount of the funds together with interest thereon, attorney fees,
35 and any additional damages that the mortgage holder or the mortgage
36 holder's assignee has incurred; *and*

37 (15) *willfully violating the provisions of section 3, and amendments*
38 *thereto. This paragraph and all relevant provisions of the consumer*
39 *protection act pertaining to enforcement of the act or penalties, remedies,*
40 *damages or recovery of attorney fees for violations of the act shall be an*
41 *alternative to applicable provisions of the residential landlord and tenant*
42 *act, K.S.A. 58-2540 et seq., and amendments thereto, for the purposes of*
43 *enforcement of the provisions of section 3, and amendments thereto. In a*

1 *proceeding under the consumer protection act for purposes of such*
2 *enforcement, the provisions of such act shall take precedence in any*
3 *conflict with provisions of the residential landlord and tenant act.*

4 Sec. 6. K.S.A. 2024 Supp. 50-626 is hereby repealed.

5 Sec. 7. This act shall take effect and be in force from and after its
6 publication in the statute book.