

# QUALIFICATIONS FOR OCCUPANCY

## PRICE BROTHERS MANAGEMENT COMPANY

Welcome to our community. Before you apply to rent an apartment, please review our rental application approval criteria. The following information is offered so that applicants will have a detailed statement of rental qualifying policies. Although we have attempted to make this document easy to read and understand, by its nature as a statement of policy, it includes formal language and legal terms. Any questions about the information in this document may be directed to any member of our management team.

### Definitions

The term "applicant(s)" in these criteria means the person(s) that will be signing the lease as a "resident". The term "occupants" in these criteria means the person(s) that are authorized occupants under the lease. Please also note that these are our current rental criteria; nothing contained in these requirements shall constitute a guarantee or representation by us that all current residents and occupants have met these requirements. There may be occupants that resided on the premises prior to these requirements going into effect. Additionally, our ability to verify whether these requirements have been met is limited to the information we receive from the various credit, criminal and evictions reporting services used.

### Non Discrimination

We will not discriminate against any person in the rental of an apartment because of race, color, religion, national origin, sex, age, familial status, sexual orientation, or disability.

### Confidentiality

We maintain a strict policy of confidentiality and privacy for our applicants and residents. We do not discuss information on applications with anyone other than the applicant. In addition, we do not discuss individual credit reports with an applicant. If you would like to discuss or dispute anything in your credit report, you will need to contact the credit reporting agency that provided the report. Upon your request, we will provide you the name and address of that reporting agency.

### Maximum Number of Occupants

- 1 Bedroom=2 persons; 1 Bedroom w/study=3 persons; 2 Bedroom=4 persons; 3 Bedroom=6 persons. All occupants 18 years of age and older will be considered as residents under the lease agreement and will be asked to sign the lease as a responsible resident. A rental application is to be completed by each occupant 18 years of age and older, without omission or falsification of information.

### Parking Restrictions

- Residents may keep a maximum of two vehicles per apartment; three vehicles are permitted if it is a three bedroom.

### Pet Requirements

- Aggressive breeds of dogs and exotic, feral or wild animals are prohibited. Aggressive breeds including, but not limited to, Pit Bull, American Staffordshire Terrier, Rottweiler, German Shepherd, Malamute, Doberman Pinscher, Chow, Great Dane, Saint Bernard, Akita, Wolf Hybrid, and any mixed breed that includes the aforementioned, are specifically prohibited and Landlord has discretion to limit other breeds.
- 1 Pet: \$250 deposit + \$250 non-refundable pet fee = \$500
- 2 Pets: \$300 deposit + \$300 non-refundable pet fee = \$600
- A monthly pet fee in the amount of \$20 per pet will be due on the same day in which rent is due.
- Before we can approve your application, you must provide a picture of the pet along with documentation from your veterinarian stating the breed of the pet.
- If you currently do not have a pet please be sure to contact the management office to review this information prior to adding a pet to your family to ensure the pet meets all of the requirements.

### Age/Identity Verification

Applicants must be at least 18 years of age. Applicants must present a valid form of identification. Valid forms of identification are decided by Price Brothers Management Company and may include items such as: US Driver's License, US State Photo ID, US Military Photo ID, US Visa with Photo ID upon it, US Citizenship and Immigration Services Photo ID, Passport.

### Criminal History

Criminal checks will be conducted. A felony conviction, any felony or misdemeanor conviction for a crime against a person, or incarceration for any offense, within the past 7 years will not be accepted. "Conviction" includes but is not limited to a deferred judgment; a withheld adjudication; a plea of nolo contendere; a guilty plea; or a plea bargain to any lesser charge, including to a misdemeanor. "Incarceration" means being jailed pursuant to a conviction, not a mere arrest. Conviction of any sexual offense will not be accepted. Convictions for any terrorism related charges will not be accepted. If an applicant or proposed occupant is denied based on the screening criteria, they may appeal the decision by sending written notice to the screener of their desire to appeal the decision within ten (10) days after their denial. Said written notice of appeal shall set forth any mitigating facts that the applicant or proposed occupant believes the screener should consider.

### **Rental History**

Price Brothers Management Company or its agents have the right to contact previous landlords in order to verify rental history. Applicants with negative rental history occurring within the last 3 years will be denied. Negative rental history may include, but is not limited to, any outstanding debt to previous landlords, excessive late payments, excessive returned checks to previous landlords, damages owed, and evictions filed and not remedied. If the applicant has no rental history, we will consider this to be a positive rental history.

### **Proof of Employment**

Applicants must provide their last 3 consecutive pay stubs or the most recent W-2 and 1 pay stub, and/or allow Price Brothers Management Company to contact employer to verify employment. New employment may be verified with an intent to hire letter.

### **Income**

Income must be verified by a direct supervisor, payroll or human resources department, and/or by the applicant's last 3 consecutive pay stubs or most recent W-2 and 1 pay stub. Business applicants and Self-employed applicants are required to provide either the previous year's tax return or bank statements for the last 3 full months. Monthly income must be equal to or greater than 3 times the monthly market rent for the chosen unit. We will accept at minimum a monthly income of 2 ½ times the monthly market rent with a qualified guarantor. Roommates must have a combined income equal to or greater than 4 times the monthly market rent for the chosen unit. Anyone not having a monthly income may qualify with a current bank balance equal to or greater than 2 years' rental payments. A copy of the bank statement showing this balance is required. Court ordered alimony and child support will be considered as income. A copy of the court order is required. Pensions or Social Security are considered income with a copy of applicant's pension or Social Security check or a copy of a bank statement showing direct deposit of the pension or Social Security payment. Full time students (with no income) may qualify with guarantor.

### **Guarantor**

A guarantor may be required if the applicant does not meet the minimum income or credit history standards set forth above. Applicants must, at a minimum, meet the standards in one of the categories in order for us to accept a guarantor. A guarantor may not be used a substitution for bad rental history. The guarantor requirement may be waived if the applicant is willing to execute a six month lease and pay for the entire lease up-front. This is to allow time to establish credit with the apartment community. A guarantor may also be required for full time students and/or individuals new to the country. Proof of full time student status, green card, or school or work visa is required. A qualified guarantor must be employed and show proof of income 4 times the monthly rental amount by providing their last 3 consecutive pay stubs or the most recent W-2 and 1 pay stub. Pensions or Social Security are considered income with a copy of applicant's pension or Social Security check or a copy of a bank statement showing direct deposit of the pension or Social Security payment. Self-employed guarantors will be required to provide either the previous year's tax return or bank statements for the last 3 full months. Guarantors are subject to a non-refundable \$50 application fee. Guarantors must reside in the United States.

### **Credit History**

Price Brothers Management Company uses an independent credit reporting company to evaluate credit history. This company uses a statistical model to evaluate applicants' ability to pay rent on a timely basis. The scoring model is based on applicants past credit and financial performance only and scores are derived from real data comparing applicants' performance to that of other applicants with similar profiles. This comparison allows our credit reporting company to predict how likely it is that an applicant will be able to pay rent and fulfill other lease obligations. Based on the credit score, applications will be accepted, declined or accepted with conditions. If an application is declined or accepted with conditions, the applicant will be provided with the name and contact information for the consumer reporting agencies which provided the credit report. If an applicant has filed for bankruptcy, he or she must provide documentation showing the discharge of the filing. Any medical trade listing or unpaid school loans which applicant requests consideration for must be accompanied by an explanation.

### **Roommates/Co-Residents**

Roommates or co-residents application data will be combined during the verification process. All applicants must meet credit, criminal, evictions and rental history standards in order to be accepted. Roommates must have a combined monthly income equal to or greater than 4 times the monthly market rent for the chosen unit.

### **Insurance Requirement**

- Residents are required to obtain renters' form homeowner's insurance coverage for personal liability (property damage and bodily injury) with a limit of not less than \$100,000.00 each occurrence. All residents are required to show proof of insurance prior to possession of unit and at lease renewal. All lease holders are required to be listed on the insurance policy.
- You must list the community as an "Additional Interested Party" with the name and contact information provided in our lease document. In addition, we strongly recommend that you obtain personal contents coverage for your belongings. The coverage we require will not protect your personal property such as clothing, electronics, furniture, kitchen implements, etc. against loss or damage.
- Prior to taking possession of an apartment home, each resident shall provide a Certificate of Insurance from their insurance company or agent evidencing the required coverage. The Certificate shall require that the insurance company give us 10 days written notice of cancellation or non-renewal of such coverage

### **Applicant Consent**

The undersigned applicant(s) and co-signers(s) hereby understands and is hereby notified by this document that the property owner/landlord, through its designated agents or employees, is authorized to obtain a consumer report and criminal record information on each of us and to obtain and verify each of our credit and employment information for the purpose of determining whether to lease an apartment to me/us. We also agree and understand that the owner and its agents and employees may obtain additional consumer reports and criminal record reports on each of us in the future to update or review our account. Upon my/our request, the owner will tell me/us whether consumer reports or criminal record reports were requested and the names and addresses of any consumer-reporting agency that provided such reports.

**ACKNOWLEDGMENT BY SIGNING.** You declare that all your statements on your application are true and complete. You're authorizing us to verify this information through all available means. We're not required to verify or investigate any preliminary findings. If you've failed to answer any question, we're entitled to reject the application. If you've given false information, we're entitled to (1) reject the application, (2) retain all application fees and deposits as liquidated damages for our time and expense, and (3) terminate your right of occupancy. In any lawsuit relating to this application, including statutory or regulatory rights stemming from any LESSEE, we are entitled to recover attorney's fees and all other costs of litigation if we prevail (this sentence shall not apply if this application is for an apartment in Kansas). We reserve the right to furnish information to consumer reporting agencies about the performance of our residents on their lease contract obligations.

This application must be signed by all adults who will occupy the apartment before it can be considered by lessor. Acceptance of this application, and all moneys paid herewith, is NOT binding upon LESSEE (applicant) until approved by lessor (Price Brothers Management Company). If approved, moneys paid in addition to the non-refundable applicant fee, will be then held as a security deposit under the lease. The applicant fee is non-refundable in all circumstances. If the apartment is held for seventy-two (72) hours after the application is submitted, all moneys paid shall be retained as liquidated damages.

### **Application Fee/ Validity Period**

**Application Fee:** \$50 per applicant, due when application is submitted. Non-refundable. **Administration Fee:** \$125.00 due upon move-in date. Non-refundable. This fee is not a deposit and cannot be applied to amounts due at the end of lease. **Security Deposit:** \$\_\_\_\_\_ is due when the application is submitted. If application is cancelled after 72 hours of submission deposit will be retained. Unit availability changes daily and cannot be guaranteed without an application and applicable fees paid. Approved applications are effective for 90 days from the approval date. If the lease is not executed and/or the applicant fails to occupy an apartment within this time period, the application must be re-submitted for verification and approval. A new application fee of \$50 will also be assessed.

**NO CASH WILL BE ACCEPTED.** All rents, deposits, and fees must be paid by check, credit/debit card, cashier's check, or money order.

### **REQUIRED DISCLOSURES**

Prior to entering the Lease Contract, we are required to provide you with certain disclosures:

#### **Utility Provider Contact Information**

Prospective residents may use the contact information provided below to contact every utility provider used to service property in order to obtain a summary or other statement of past utility usage. Upon request, we will provide our consent and assistance as needed for you to access the utility history per Code of Ordinance, City of Kansas City, Missouri, § 34-848.2.

Electricity Provider: property uses a third party rebilling company to bill for allocated electricity. Contact leasing office for details. Sky on Main Apartments (816) 221-1802.

Water/Sewer/Trash/Pest Control Provider: property uses a third party rebilling company to bill for water, sewer, trash & pest control. Contact leasing office for details. Sky on Main Apartments (816) 221-1802.

Gas Provider: not applicable

#### **Citations and Deficiencies**

If there are citations and deficiencies issued to us for violation of chapters 34, 48, 56, or other chapters of the Code of Ordinances, City of Kansas City, Missouri, where we have notice of the citation or deficiency of the last 24 months, we provide that information below.

- No citations or deficiencies have been issued that require notice to you.

#### **Floodplain Notification**

This property is not located in a regulatory floodplain as defined in the Code of Ordinances, City of Kansas City, Missouri § 28-2, and maintained by the City Clerk and Director of Codes Administration. This property has not flooded since 1993.

#### **Tenants Bill of Rights**

By signing this disclosure form, You acknowledge that We have provided You with a copy of the Tenants Bill of Rights, as required by Code of Ordinance, City of Kansas City, Missouri, § 34-848.2(3).

**Fair Credit Act Summary of Rights**

By signing this disclosure form, you acknowledge that We have provided You with a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act".

*Applicants should review this information carefully before submitting an application. Applicants' signatures below indicate that they have carefully reviewed these policies and believe themselves to be eligible for rental of a unit. Signatures below also indicate understanding of and agreement to be bound by the policies stated above regarding fees and deposits.*

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_ Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- The following FCRA right applies with respect to nationwide consumer reporting agencies:
  - **CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE**
  - **You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.
  - As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.
  - A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
  - **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street, N.W., Washington, DC 20552</p> <p>b. Federal Trade Commission, Consumer Response Center 600 Pennsylvania Avenue, N.W., Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency, Customer Assistance Group 1301 McKinney Street, Suite 3450, Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200, Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11, Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance Policy and Outreach 1775 Duke Street, Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division, Department of Transportation 1200 New Jersey Avenue, S.E., Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W., Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200, Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E., Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive, McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission, Consumer Response Center 600 Pennsylvania Avenue, N.W., Washington, DC 20580 (877) 382-4357</p>

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

**Section 1.** The Council hereby establishes the Tenants Bill of Rights to read as follows:

**I. RIGHT TO SAFE AND ACCESSIBLE HOUSING**

All residential rental property units must meet minimum health and safety standards of basic utilities and facilities, ventilation and heating, safety from fire, and safe and sanitary maintenance. (Section 34-830)

1. Rental property units must also maintain working amenities including but not limited to water heating facilities, heating facilities, water and sewer lines, plumbing and electrical fixtures, lighted common halls and stairways, and, if provided, cooking equipment. (Sections 56-186; 56-188; 56-189; 56-233; & 56-252)

2. It is illegal to discriminate against any person on the basis of disability. For accessibility, reasonable modifications of premises must be allowed, as well as accommodations in rules, policies, practices, or services. Design and construction of covered multifamily dwellings for first occupancy must be accessible to and usable by disabled persons. (Section 38-105(d))

**II. FREEDOM FROM DISCRIMINATION AND RETALIATION**

1. Federal and municipal law prohibits discrimination in rental of housing because of race, color, national origin, religion, sex, familial status, disability, marital status, sexual orientation, gender identity, being a victim of domestic violence, sexual assault or stalking. (Federal Fair Housing Act) (Section 38-105)

2. No person can retaliate against a tenant for complaining regarding a violation of City Code. A person also cannot retaliate against a tenant or their dependent for being the victim of domestic violence, sexual assault, or stalking. Increasing charges, reducing services, passing any rental permit fees from the owner to the tenant, evicting or threatening to evict the tenant, or otherwise harassing the tenant in retaliation is prohibited. (Sections 50-109; 48-51(g)(1); 34-848(c); & 38-111)

**III. RIGHT TO FAIR COMPENSATION AND RESTORATIVE JUSTICE**

1. No person can enter another person's residence by force, with weapons, through threats, by taking away property, or by breaking open doors or windows, regardless of if anyone is inside or not. A landlord cannot evict or remove someone from the premises by force or threat. Those found guilty of doing so must pay double the sum of the damages to the person whose home they entered. (Sections 534.020 & 534.330, RSMo.)

2. If a landlord wrongfully withholds all or any portion of a security deposit, the tenant may recover twice the amount wrongfully withheld. (Section 535.300, RSMo.)

**IV. RIGHT TO ORGANIZE AND BARGAIN**

1. A landlord or its agent may not retaliate by increasing rent or decreasing services, threatening to evict or evicting the tenant because the tenant has organized or become a member of a tenants' union or similar organization. (Section 50-109)

2. If there is a condition in a property that detrimentally affects its habitability, sanitation, or security, violates a municipal housing or building code, and was not caused by the tenant, the tenant may be able to deduct repair costs from their rent. If the tenant has lived in the rental property for six consecutive months, paid all rent and charges without any lease or house rule violations, and the landlord fails to correct or provide a written statement disputing the necessity of the repair within fourteen days, the tenant may submit an itemized statement with receipts to the landlord and repair the condition. The cost of this repair can be deducted from no more than a month's rent, but up to either three-hundred dollars or half the rent, whichever is more. (Section 441.234 RSMo.)

**Section 2.** The Council supports the creation of legislation on the federal, state and local level that is necessary to establish the following rights:

**I. RIGHT TO SAFE, HEALTHY, ACCESSIBLE, AND TRULY AFFORDABLE HOUSING**

1. Safe, healthy, accessible, and truly affordable housing includes mandatory disclosure from the landlord of past issues in rental units to prospective Tenants.

2. Tenants have the right to access estimates of utility costs. Tenants have the right to disclosure of an estimate of common space utilities charged to the tenant.

3. Tenants have the right to housing that can be heated to a habitable temperature.

4. Tenants have the right to relocation assistance from the City in the event of a forced move, like a displacement on the basis of uninhabitable conditions.

**II. RIGHT TO PRIVACY AND SELF-DETERMINATION**

1. The right to privacy and self-determination includes protecting the personal security of tenants, including the right to notice for landlord entry. Landlords may be refused entry to rental units if they do not give proper notice.

2. Tenants have the right to respectful communication with their landlord, and these communications must be transparent, timely, and from the property owner or manager.

**III. RIGHT TO JUSTICE AND ACCESS TO FAIR, EQUITABLE TREATMENT UNDER THE LAW**

1. The right to justice and access to fair, equitable treatment under the law means fair treatment regardless of ability to pay.

2. Tenants have freedom from unjust and unlawful evictions, and landlords may only evict according to state law.

3. Tenants have the freedom to accessible knowledge and education of their rights as renters. A Tenant Bill of Rights document must be available to tenants at the start of tenancy.

**Section 3.** To fully guarantee these rights and protections, the Mayor and City Council commit to passing legislation to establish an adequately-funded Division of housing and community development in Kansas City. This Division will serve as a permanent voice for residents within the City, and place leadership closer to communities in the City.