

This bill specifies that for the purpose of restoring possession in a landlord tenant action, judgment must be executed no sooner than 10 days after the judgment. Execution for the purpose of restoring possession must be stayed pending an appeal if the losing party posts an appeal bond.

Currently, if on any date after the date of any original trial, the defendant satisfies the judgment and pays all costs, the execution for possession of the premises must cease and be stayed. The bill requires that in order to cease and stay an execution for possession, the defendant must satisfy the judgment on any date after the date of any original trial and before the judgment becomes final.

The bill specifies that additional conditions of an appeal bond must be to stay waste and to pay all subsequently accruing rent, if any, into court within 10 days after it becomes due. Execution for the purposes of restoring possession must be stayed pending an appeal if the losing party posts a sufficient appeal bond.

All security deposits must be held by the landlord in a bank, credit union, or depository institution insured by an agency of the federal government. Security deposits must not be commingled with other funds of the landlord and must be held in a trust established by the landlord and deposited in a bank, credit union, or depository institution account in the name of the trustee. Any interest earned on a security deposit is the property of the landlord. A landlord licensed under and subject to the requirements of Chapter 339, RSMo, in lieu of complying with this subsection, must maintain all tenant security deposits in a bank, credit union, financial or depository institution account, and must not commingle such security deposits with other funds of the landlord except as provided in Section 339.105. A housing authority or any other government entity acting as a landlord is not subject to these provisions.

This bill specifies that a landlord and tenant may agree in the rental agreement to withhold from the security deposit an amount or fee for specific services that may be required to return the rental premises to its condition at the commencement of the tenancy, so long as the rental agreement includes a provision notifying the tenant that he or she may be liable for actual costs for carpet cleaning that exceed ordinary wear and tear, which may also be withheld from the security deposit.

Currently, a landlord is authorized to withhold only the amount that is reasonably necessary to restore the dwelling unit to its

condition at the commencement of the tenancy, ordinary wear and tear excepted.