

House _____ Amendment NO. _____

Offered By _____

1 AMEND House Committee Substitute for Senate Bill No. 95, Page 5, Section 108.170, Line 132,
2 by inserting immediately after all of said section and line the following:

3
4 "535.300. 1. A landlord may not demand or receive a security deposit in excess of two
5 months' rent.

6 2. ~~[All security deposits shall be held by the landlord for the tenant, who is a party to the~~
7 ~~rental agreement, in a bank, credit union, or depository institution which is insured by an agency of~~
8 ~~the federal government. Security deposits shall not be commingled with other funds of the landlord.~~
9 ~~All security deposits shall be held in a trust established by the landlord and deposited in a bank,~~
10 ~~credit union, or depository institution account in the name of the trustee. Any interest earned on a~~
11 ~~security deposit shall be the property of the landlord. A landlord licensed under and subject to the~~
12 ~~requirements of chapter 339, in lieu of complying with this subsection, shall maintain all tenant~~
13 ~~security deposits in a bank, credit union, financial or depository institution account, and shall not~~
14 ~~commingle such security deposits with other funds of the landlord except as provided in section~~
15 ~~339.105. A housing authority created under section 99.040 or any other government entity acting as~~
16 ~~a landlord shall not be subject to this subsection.~~

17 ~~3.]~~ Within thirty days after the date of termination of the tenancy, the landlord shall:

18 (1) Return the full amount of the security deposit; or
19 (2) Furnish to the tenant a written itemized list of the damages for which the security
20 deposit or any portion thereof is withheld, along with the balance of the security deposit.
21 The landlord shall have complied with this subsection by mailing such statement and any payment
22 to the last known address of the tenant.

23 ~~[4.]~~ 3. The landlord may withhold from the security deposit only such amounts as are
24 reasonably necessary for the following reasons:

25 (1) To remedy a tenant's default in the payment of rent due to the landlord, pursuant to the
26 rental agreement;

27 (2) To restore the dwelling unit to its condition at the commencement of the tenancy,
28 ordinary wear and tear excepted; provided, however, that this subdivision does not preclude a
29 landlord and tenant from agreeing, in the rental agreement between them, upon amounts or fees to
30 be charged for cleaning of the carpet, and such amounts actually expended for carpet cleaning can
31 be withheld from the security deposit, so long as the rental agreement also includes a provision
32 notifying the tenant that he or she may be liable for actual costs for carpet cleaning that exceed
33 ordinary wear and tear, which may also be withheld from the security deposit. Within thirty days of
34 the end of the tenancy, the landlord shall provide the tenant a receipt for the actual carpet cleaning
35 costs; or

36 (3) To compensate the landlord for actual damages sustained as a result of the tenant's

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1 failure to give adequate notice to terminate the tenancy pursuant to law or the rental agreement;
2 provided that the landlord makes reasonable efforts to mitigate damages.

3 [5:] 4. The landlord shall give the tenant or his representative reasonable notice in writing
4 at his last known address or in person of the date and time when the landlord will inspect the
5 dwelling unit following the termination of the rental agreement to determine the amount of the
6 security deposit to be withheld, and the inspection shall be held at a reasonable time. The tenant
7 shall have the right to be present at the inspection of the dwelling unit at the time and date scheduled
8 by the landlord.

9 [6:] 5. If the landlord wrongfully withholds all or any portion of the security deposit in
10 violation of this section, the tenant shall recover as damages twice the amount wrongfully withheld.

11 [7:] 6. Nothing in this section shall be construed to limit the right of the landlord to recover
12 actual damages in excess of the security deposit, or to permit a tenant to apply or deduct any portion
13 of the security deposit at any time in lieu of payment of rent.

14 [8:] 7. As used in this section, the term "security deposit" means any deposit of money or
15 property, however denominated, which is furnished by a tenant to a landlord to secure the
16 performance of any part of the rental agreement, including damages to the dwelling unit. This term
17 does not include any money or property denominated as a deposit for a pet on the premises."; and
18

19 Further amend said bill by amending the title, enacting clause, and intersectional references
20 accordingly.