

SECOND REGULAR SESSION

# HOUSE BILL NO. 3016

103RD GENERAL ASSEMBLY

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INTRODUCED BY REPRESENTATIVE BUSH.

5288H.011

JOSEPH ENGLER, Chief Clerk

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## AN ACT

To repeal section 441.060, RSMo, and to enact in lieu thereof three new sections relating to landlords and tenants.

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*Be it enacted by the General Assembly of the state of Missouri, as follows:*

Section A. Section 441.060, RSMo, is repealed and three new sections enacted in lieu thereof, to be known as sections 441.060, 441.238, and 534.125, to read as follows:

441.060. 1. A tenancy at will or by sufferance, or for less than one year, may be terminated by the person entitled to the possession by giving one month's notice, in writing, to the person in possession, requiring the person in possession to vacate the premises.

2. An occupancy limitation of two persons per bedroom residing in a dwelling unit shall be presumed reasonable for this state. The two-person limitation shall not apply to a child or children born to the tenants during the course of the lease.

3. Except as otherwise provided by law, all contracts or agreements for the leasing, renting or occupation of stores, shops, houses, tenements or other buildings in cities, towns or villages, and of stores, shops, houses, tenements or other buildings except when such leasing, renting or occupation is as tenant of real estate used or rented for agricultural purposes, other than garden purposes, not made in writing, signed by the parties thereto, or their agents, shall be held and taken to be tenancies from month to month, and all such tenancies may be terminated by either party thereto, or the party's agent, giving to the other party, or the party's agent, one month's notice, in writing, of the party's intention to terminate such tenancy.

4. (1) Except as provided in subdivision (2), the landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other party stating that the tenancy

EXPLANATION — Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

17 shall terminate upon a periodic rent-paying date not less than one month after the receipt of  
18 the notice.

19 (2) When a person occupies and has an ownership interest in a mobile home and is  
20 leasing the land or the lot upon which the mobile home is located, a tenancy for less than one  
21 year may be terminated by the landlord **only for cause** by giving written notice to the tenant  
22 that the tenancy shall terminate not sooner than sixty days from the date the rent payment next  
23 becomes due **unless the tenant cures any violation specified in the notice of the conditions**  
24 **of the lease, of applicable rules and regulations, or of section 441.020 or 441.030 within**  
25 **fifteen days of receipt of the notice**, notwithstanding any written lease provision regarding  
26 earlier lease termination to the contrary.

27 **5. If a person occupies and has an ownership interest in a mobile home and is**  
28 **leasing the land or the lot upon which the mobile home is located under a lease for more**  
29 **than one month with a specified termination date, the landlord may refuse to renew the**  
30 **lease only for cause by giving written notice not less than sixty days before the**  
31 **termination date that the lease will not be renewed unless the tenant cures violations**  
32 **specified in the notice of the conditions of the lease, applicable rules and regulations, or**  
33 **section 441.020 or 441.030 within fifteen days of receipt of the notice.**

34 **6.** If after the rendition of a judgment and a request for an execution on any judgment  
35 rendered in an action pursuant to chapter 524, chapter 534, chapter 535, or this chapter and  
36 there is no stay of execution, the service officer fails to deliver possession of the premises to  
37 the landlord within seven days of the delivery of the writ to such officer, the landlord may,  
38 within sixty days of the date of the judgment, in the presence of a municipal or county law  
39 enforcement officer of the jurisdiction in which the premises are located, without breach of  
40 the peace, break and remove locks, enter and take possession of the premises and remove any  
41 household goods, furnishings, fixtures or any other personal property left in or at the  
42 premises, provided the law enforcement officer is first presented a true copy of the judgment  
43 and order of execution, and the law enforcement officer acknowledges in writing such  
44 presentation, and such acknowledgment is filed in court by the plaintiff within five days  
45 following taking possession of the premises.

46 ~~[6-]~~ **7.** Except for negligent, willful or wanton acts or omissions of the landlord, or  
47 failure to both timely obtain and file the law enforcement officer acknowledgment described  
48 in the preceding subsection, the landlord shall have no liability for loss or damage to any  
49 household goods, furnishings, fixtures or any other personal property left in or at the dwelling  
50 unit, by reason of the landlord's removal of the property in accordance with the provisions of  
51 this section.

**441.238. 1. A landlord shall not engage in conduct described in subsection 2 of**  
2 **this section if the landlord's purpose is to retaliate against a tenant who:**

3           **(1) Complained to a governmental agency responsible for enforcement of a**  
4 **building, housing, fire, or health code or other law, alleging a violation applicable to the**  
5 **premises materially affecting the health or safety of the tenant or the tenant's immediate**  
6 **family member;**

7           **(2) Complained to a governmental agency responsible for enforcement of laws**  
8 **prohibiting discrimination in rental housing;**

9           **(3) Complained to the landlord of noncompliance with the lease or**  
10 **noncompliance with the landlord's duty to maintain the premises in habitable condition;**

11           **(4) Organized or became a member of a tenant's union or similar organization;**

12           **(5) Exercised or attempted to exercise a right or remedy under the lease or**  
13 **landlord-tenant statutes or law other than the statutes; or**

14           **(6) Pursued an action or administrative remedy against the landlord or testified**  
15 **against the landlord in court or an administrative proceeding.**

16           **2. Conduct that may be retaliatory under subsection 1 of this section includes**  
17 **doing or threatening to do any of the following:**

18           **(1) Increasing the rent or fees;**

19           **(2) Decreasing services, increasing the tenant's obligations, imposing different**  
20 **rules on, or selectively enforcing the landlord's rules against the tenant or the tenant's**  
21 **immediate family member, or otherwise materially altering the terms of the lease;**

22           **(3) Bringing an action for possession on a ground other than nonpayment of**  
23 **rent;**

24           **(4) Refusing to renew a tenancy for a fixed term under a lease containing a**  
25 **renewal option that is exercisable by the tenant without negotiation with the landlord**  
26 **for any period after the lease would otherwise terminate;**

27           **(5) Terminating a periodic tenancy; or**

28           **(6) Committing a criminal act against the tenant, the tenant's immediate family**  
29 **member, or the tenant's guest.**

30           **3. A landlord shall not be liable for retaliation under subsection 1 of this section**  
31 **if:**

32           **(1) The violation of which the tenant complained under subdivision (1) or (2) of**  
33 **subsection 1 of this section was caused primarily by the tenant, the tenant's immediate**  
34 **family member, or the tenant's guest;**

35           **(2) The tenant's conduct described in subsection 1 of this section was in an**  
36 **unreasonable manner or at an unreasonable time or was repeated in a manner**  
37 **harassing the landlord;**

38           **(3) The tenant was in default in the payment of rent at the time notice of the**  
39 **action described in subdivision (3) of subsection 2 of this section was sent;**

40           **(4) The tenant, the tenant's immediate family member, or the tenant's guest**  
41 **engaged in conduct that threatened the health or safety of another tenant on the**  
42 **premises;**

43           **(5) The tenant, the tenant's immediate family member, or the tenant's guest**  
44 **engaged in a criminal act;**

45           **(6) The landlord is seeking to recover possession based on a notice to terminate**  
46 **the lease and the notice was given to the tenant before the tenant engaged in conduct**  
47 **described in subsection 1 of this section; or**

48           **(7) The landlord is complying or complied with a building, housing, fire, or**  
49 **health code or other law by making a required repair, alteration, remodeling, or**  
50 **demolition that effectively deprives the tenant of the use and enjoyment of the premises.**

51           **4. If a landlord's purpose for engaging in conduct described in subsection 2 of**  
52 **this section is to retaliate against the tenant for conduct described in subsection 1 of this**  
53 **section:**

54           **(1) The tenant has a defense against an action for possession, may recover**  
55 **possession, or may terminate the lease; and**

56           **(2) The tenant may recover two times the periodic rent or two times the actual**  
57 **damages, whichever is greater.**

58           **5. If a tenant terminates a lease under subsection 4 of this section, the landlord**  
59 **shall return any security deposit and unearned rent to which the tenant is entitled.**

60           **6. A tenant's exercise of rights under subsections 4 and 5 of this section does not**  
61 **release the landlord from liability to the tenant for the landlord's failure to maintain the**  
62 **premises in habitable condition or the landlord's noncompliance with the lease that**  
63 **results in the tenant not receiving an essential service, that materially interferes with the**  
64 **health or safety of the tenant or the tenant's immediate family member, or that**  
65 **materially interferes with the use and enjoyment of the premises by the tenant or the**  
66 **tenant's immediate family member.**

67           **7. Except as otherwise provided in subsection 8 of this section, evidence that a**  
68 **tenant engaged in conduct described in subsection 1 of this section within six months**  
69 **before the landlord's alleged retaliatory conduct creates a rebuttable presumption that**  
70 **the purpose of the landlord's conduct was retaliation.**

71           **8. A presumption does not arise under subsection 7 of this section if the tenant**  
72 **engaged in conduct described in subsection 1 of this section after the landlord gave the**  
73 **tenant notice of the landlord's intent to engage in conduct described in subdivisions (1)**  
74 **to (5) of subsection 2 of this section.**

75           **9. A landlord may rebut a presumption under subsection 7 of this section by a**  
76 **preponderance of evidence showing that the landlord had sufficient justification for**

77 **engaging in the conduct that created the presumption and would have engaged in the**  
78 **conduct in the same manner and at the same time whether or not the tenant engaged in**  
79 **conduct described in subsection 1 of this section.**

80 **10. If a tenant engages in conduct described in subdivision (1) or (5) of**  
81 **subsection 1 of this section knowing there is no factual or legal basis for the conduct, the**  
82 **landlord may recover actual damages and the court may award the landlord up to two**  
83 **times the periodic rent.**

**534.125. The defendant may file an answer, legal and equitable defenses,**  
2 **counterclaims, and cross claims not later than the return date and time of the summons**  
3 **unless leave to file the same at a later date is granted by the court. If the defendant files**  
4 **no pleading, the statements made in the petition shall be considered denied.**

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