

HB 3016 -- LANDLORD TENANT

SPONSOR: Bush

Currently, a tenancy in a mobile home for less than one year may be terminated by the landlord by giving written notice not sooner than 60 days from the date that rent next becomes due, notwithstanding any written lease provision regarding earlier lease termination to the contrary. This bill states that a landlord may terminate such lease only for cause, unless the tenant cures any violation specified in the notice within 15 days of receipt.

This bill also states that if a person occupies and has an ownership interest in a mobile home and is leasing the land underneath for more than one month with a specified termination date, the landlord may refuse to renew the lease only for cause by giving written notice not less than 60 days before the termination date that the lease will not be renewed unless the tenant cures the violations within 15 days (Section 441.060, RSMo).

A landlord shall not engage in certain conduct, as described in the bill, if the landlord's purpose is to retaliate against a tenant who:

- (1) Complained to a governmental agency about a building code violation affecting health or safety;
- (2) Complained to a governmental agency about discrimination in rental housing;
- (3) Complained to the landlord about the landlord's duty to maintain habitable conditions on the premises;
- (4) Organized or became a member of a tenant's union;
- (5) Exercised a right or remedy under the lease or in the courts; or
- (6) Pursued an action against the landlord in an administrative agency.

A landlord shall not be liable for retaliation if:

- (1) The violation was caused primarily by the tenant;

(2) The tenant's conduct was unreasonable or was repeated in a manner that harassed the landlord;

(3) The tenant was in default in payment of rent at the time the notice for an action of repossession was brought;

(4) The tenant engaged in conduct that threatened the health or safety of another tenant;

(5) The tenant engaged in a criminal act;

(6) The landlord is seeking to recover possession based on a notice to terminate and such notice was given to the tenant before the tenant made complaints or exercised a right or remedy under the lease or law; or

(7) The landlord is complying with a building code or law by making a repair that effectively deprives the tenant of the use and enjoyment of the premises.

If a tenant exercises his or her rights under this bill, the landlord must still maintain the premises and provide essential services. If a tenant terminates a lease, the landlord shall return any security deposit and unearned rent.

If a landlord retaliates against a tenant for having complained or for exercising a right or remedy under the lease or the law, the tenant has certain defenses and recoveries, as described in the bill. However, evidence that a tenant engaged in any of the protected activities described above within six months before the landlord's alleged retaliatory conduct shall create a rebuttable presumption that the purpose of the landlord's conduct was retaliation. A rebuttable presumption can be overcome in certain situations, as described in the bill (Section 441.238).

A defendant that is subject to either an unlawful detainer action or a forceable entry and detainer action may file a defense or counterclaim not later than the return date of the summons unless leave is granted by the court (Section 534.125).