

FIRST REGULAR SESSION

SENATE BILL NO. 300

93RD GENERAL ASSEMBLY

INTRODUCED BY SENATOR COLEMAN.

Read 1st time February 3, 2005, and ordered printed.

TERRY L. SPIELER, Secretary.

0128S.011

AN ACT

To repeal sections 441.060 and 535.300, RSMo, and to enact in lieu thereof twenty-eight new sections relating to landlords and tenants.

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

Section A. Sections 441.060 and 535.300, RSMo, are repealed and twenty-eight new sections enacted in lieu thereof, to be known as sections 441.060, 441.1000, 441.1003, 441.1006, 441.1009, 441.1012, 441.1015, 441.1018, 441.1021, 441.1024, 441.1027, 441.1030, 441.1033, 441.1036, 441.1039, 441.1042, 441.1045, 441.1048, 441.1051, 441.1054, 441.1057, 441.1060, 441.1066, 441.1069, 441.1072, 441.1075, 441.1078, and 535.300 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,

EXPLANATION—Matter enclosed in bold-faced brackets [thus] in this bill is not enacted and is intended to be omitted in the law.

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

[(2) When a person occupies and has an ownership interest in a mobile home and is leasing the land or the lot upon which the mobile home is located, a tenancy for less than one year may be terminated by the landlord by giving written notice to the tenant that the tenancy shall terminate not sooner than sixty days from the date the rent payment next becomes due, notwithstanding any written lease provision regarding earlier lease termination to the contrary.]

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

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

441.1000. Sections 441.1000 to 441.1078 shall regulate and

determine legal rights, remedies, and obligations of the parties to any lease of a mobile home or mobile home lot in a mobile home park containing five or more mobile homes within Missouri. Any lease, written or oral, shall be unenforceable insofar as any provision thereof conflicts with any provision of sections 441.1000 to 441.1078.

441.1003. Any person whether or not a citizen or resident of this state, who owns, holds an ownership or beneficial interest in, uses, manages, or possesses real estate situated in this state, submits himself or his personal representative to the jurisdiction of the courts of this state as to any action proceeding for the enforcement of an obligation arising pursuant to sections 441.1000 to 441.1078.

441.1006. For the purposes of sections 441.1000 to 441.1078, the following terms shall mean:

(1) "Person", any legal entity, including but not limited to, an individual, firm, partnership, association, trust, joint stock company, corporation, or successor of any of the foregoing;

(2) "Mobile home", a residential building constructed or assembled in a factory that is not certified pursuant to the federal Housing and Urban Development (HUD) Code and that conforms to the American National Standards Institute (ANSI) standards for mobile homes. The term mobile home shall also include manufactured homes as defined in section 700.010, RSMo. The term mobile home does not include a recreational vehicle such as a motor home, camping trailer, van, fifth wheel trailer, or other type of recreational vehicle;

(3) "Mobile Home Park" or "Park", any area, lot, parcel, or tract of land or lands upon which five or more independent mobile homes are harbored for rent;

(4) "Park Owner", the owner of a mobile home park and any person authorized to exercise any aspect of the management of the premises, including any person who directly or indirectly receives rents and has no obligation to deliver the whole of such receipts to another person;

(5) "Tenant", any person who occupies a mobile home rental unit for dwelling purposes or a lot on which a person parks a mobile home for an agreed upon consideration;

(6) "Rent", any money or other consideration given for the right

of use, possession, and occupancy of property, be it a lot or mobile home.

441.1009. No person shall rent or offer for rent or sale any mobile home that does not conform to the sanitation, housing, and health codes of the state or of the county or municipality in which the mobile home is located. No person shall rent or offer for rent any lot in a mobile home park that does not conform to subdivision ordinances of the county or municipality in which the mobile home park is located.

441.1012. No mobile home park operated by the state or the federal government, or park land owned by either, and no trailer park operated for the use of recreational campers or travel trailers shall be subject to the provisions of sections 441.1000 to 441.1078.

441.1015. 1. No person shall offer a mobile home or lot for rent or sale in a mobile home park without having first exhibited to the prospective tenant or purchaser a copy of the lease applicable to the respective mobile home park.

2. The park owner shall be required to offer to each present and future tenant a written lease for a term of not less than twelve months, unless the parties agree to a different term subject to existing leases, which shall be continued pursuant to their terms.

3. Tenants in possession on the effective date of sections 441.1000 to 441.1078 shall have thirty days after receipt of the offer for a written lease within which to accept or reject such offer; during which period, the rent may not be increased or any other terms and conditions changed, except as permitted pursuant to sections 441.1000 to 441.1078; providing that if the tenant has not so elected he shall vacate within the thirty day period.

4. The park owner shall notify his tenants in writing not later than thirty days after the effective date of sections 441.1000 to 441.1078, that a written lease shall be available to the tenant and that such lease is being offered in compliance with the requirements of sections 441.1000 to 441.1078.

441.1018. If a tenant shall fail to sign and return to the park owner the written lease that has been signed and tendered to him by the park owner within thirty days after the park owner has sent the same to the tenant at the address of the mobile home (certified mail – return receipt requested), then the tenancy may be terminated by the park

owner only by giving written notice to the tenant that the tenancy shall terminate not sooner than sixty days from the date the rent payment next becomes due, notwithstanding any written lease provision regarding earlier lease termination to the contrary.

441.1021. Every lease of a mobile home or lot in a mobile home park shall contain an option that automatically renews the lease unless:

(1) The tenant shall notify the owners thirty days prior to the expiration of the lease that he does not intend to renew the lease; or

(2) The park owner shall notify the tenant one hundred twenty days prior to the expiration of the lease that the lease will not be renewed and specify in writing the reasons, such as violations of park rules, health, and safety codes or non-payment of rent; or

(3) The park owner elects to cease the operation of either all or a portion of the mobile home park. The tenants shall be entitled to at least one hundred twenty days' notice of such ceasing of operations. If one hundred twenty days or more remain on the existing lease at the time of notice, the tenant is entitled to the balance of the term of his lease. If there is less than one hundred twenty days remaining in the term of his lease, the tenant is entitled to the balance of his lease plus a written month to month tenancy, at the expiring lease rate to provide him with a full one hundred twenty days' notice. All notices required under this section shall be by certified mail or personal service. Certified mail shall be deemed to be effective upon the date of mailing.

441.1024. The terms for payment of rent shall be clearly set forth and all charges for services, ground, or lot rent, unit rent, or any other charges shall be specifically itemized in the lease and in all billings of the tenant by the park owner. The owner shall not change the rental terms nor increase the cost of fees, except as provided herein. The park owner shall not charge a transfer or selling fee as a condition of sale of a mobile home that is going to remain within the park unless a service is rendered. Rent charged to a tenant by a park owner may be increased upon the renewal of a lease. Notification of an increase shall be delivered sixty days prior to expiration of the lease.

441.1027. Any provision of a lease whereby any provisions of sections 441.1000 to 441.1078 are waived is void.

441.1030. Any lease hereafter executed or currently existing between an owner and tenant in a mobile home park in this state shall also contain, or shall be made to contain, the following covenants binding the owner at all times during the term of the lease to:

(1) Identify to each tenant prior to his occupancy the lot area for which he will be responsible;

(2) Keep all exterior property areas not in the possession of a tenant, but part of the mobile home park property, free from the species of weeds and plant growth which are generally noxious or detrimental to the health of the tenants;

(3) Maintain all electrical, plumbing, gas, or other utilities provided by him in good working condition with the exception of emergencies after which repairs must be completed within a reasonable period of time;

(4) Maintain all subsurface water and sewage lines and connections in good working order;

(5) Respect the privacy of the tenants and if only the lot is rented, agree not to enter the mobile home without the permission of the mobile home owner, and if the mobile home is the property of the park owner, to enter only after due notice to the tenant; provided, the park owner or his representative may enter without notice in emergencies;

(6) Maintain all roads within the mobile home park in good condition;

(7) Include a statement of all services and facilities which are to be provided by the park owner for the tenant, including but not limited to, lawn maintenance, snow removal, garbage or solid waste disposal, recreation building, community hall, swimming pool, golf course, and laundromat;

(8) Disclose the full names and addresses of all individuals in whom all or part of the legal or equitable title to the mobile home park is vested, or the name and address of the owners' designated agent;

(9) Provide a custodian's office and furnish each tenant with the name, address, and telephone number of the custodian and designated office.

441.1033. No lease hereafter executed or currently existing between a park owner and tenant in a mobile home park in this state

shall contain any provision:

(1) Permitting the park owner to charge a penalty fee for late payment of rent without allowing a tenant a minimum of five days beyond the date the rent is due in which to remit such payment;

(2) Permitting the park owner to charge an amount in excess of one month's rent as a security deposit;

(3) Requiring the tenant to pay any fees not specified in the lease;

(4) Permitting the park owner to transfer, or move, a mobile home to a different lot, including a different lot in the same mobile home park, during the term of the lease.

441.1036. No lease hereafter executed between a mobile home park owner and a tenant in such a park in this state shall contain any provision requiring the tenant to purchase a mobile home from the park owner, or requiring that if the tenant purchases any mobile home during the lease term that such mobile home must be purchased from the park owner, and no such requirement shall be made as a condition precedent to entering into a lease agreement with any such tenant.

441.1039. The tenant shall agree at all times during the tenancy to:

(1) Keep the mobile home unit, if he rents such, or the exterior premises if he rents a lot, in a clean and sanitary condition, free of garbage and rubbish;

(2) Refrain from the storage of any inoperable motor vehicle;

(3) Refrain from washing all vehicles except at an area designated by park management;

(4) Refrain from performing any major repairs of motor vehicles at any time;

(5) Refrain from the storage of any icebox, stove, building material, furniture, or similar items on the exterior premises;

(6) Keep the supplied basic facilities, including plumbing fixtures, cooking and refrigeration equipment, and electrical fixtures in a leased mobile home unit in a clean and sanitary condition and be responsible for the exercise of reasonable care in their proper use and operation;

(7) Not deliberately or negligently destroy, deface, damage, impair, or remove any part of the premises or knowingly permit any person to do so;

(8) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not effect or disturb his neighbors peaceful enjoyment of the premises;

(9) Abide by all the rules or regulations concerning the use, occupation, and maintenance of the premises; and

(10) Abide by any reasonable rules for guest parking which are clearly stated.

441.1042. Rules and regulations promulgated and adopted by the park owner are enforceable against a tenant only if:

(1) A copy of all rules and regulations was delivered by the park owner to the tenant prior to his signing the lease;

(2) The purpose of such rules and regulations is to promote the convenience, safety, and welfare of the tenants, preserve park property from damage or to fairly distribute park services and facilities to the tenants;

(3) They are reasonably related to the purpose for which adopted;

(4) They apply to all tenants in a fair manner;

(5) They are sufficiently explicit in prohibition, direction, or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply; and

(6) They are not for the purpose of evading the obligation of the park owner. A rule or regulation adopted during the term of a lease is enforceable against the tenant only if a thirty-day written notice of its adoption is given the tenant and such rule or regulation is not in violation of the terms and conditions of the lease.

441.1045. The Missouri housing development commission shall produce and distribute a pamphlet setting forth clearly, and in detail, the tenant's and park operator's rights and obligations pursuant to sections 441.1000 to 441.1078. The pamphlet shall be produced within ninety days of the effective date of sections 441.1000 to 441.1078. Each park owner shall make these pamphlets available to all current tenants within sixty days after receiving the pamphlets. This requirement may be satisfied by distributing or mailing the pamphlets to each tenant. All new tenants shall be offered a pamphlet before they are obligated under a lease and shall sign an acknowledgment of receipt to be kept on file by the park operator. A violation by the Missouri housing development

commission of the provisions of this section shall not render any lease void or voidable nor shall it constitute:

- (1) A defense to any action or proceeding to enforce the lease; or
- (2) A defense to any action or proceeding for breach of the lease.

441.1048. A park owner may terminate the lease and evict a tenant only for any one or more of the following acts:

- (1) Non-payment of rent due;
- (2) Failure to comply with the park rules;
- (3) Failure to comply with local ordinances and state laws regulating mobile homes.

441.1051. The following conduct by a tenant shall not constitute grounds for eviction or termination of the lease, nor shall a judgment for possession of the premises be entered against a tenant:

(1) As a reprisal for the tenant's effort to secure or enforce any rights under the lease or the laws of Missouri, or its governmental subdivisions of the United States;

(2) As a reprisal for the tenant's good faith complaint to a governmental authority of the park owner's alleged violation of any health or safety law, regulation, code or ordinance, or state law or regulation which has as its objective the regulation of premises used for dwelling purposes;

(3) As a reprisal for the tenant's being an organizer or member of, or involved in any activities relative to a home owners association.

441.1054. The following notice shall be printed verbatim in a clear and conspicuous manner in each lease or rental agreement of a mobile home or lot: "IMPORTANT NOTICE REQUIRED BY LAW: The rules set forth below govern the terms of your lease of occupancy arrangement with this mobile home park. The law requires all of these rules and regulations to be fair and reasonable, and if not, such rules and regulations cannot be enforced against you. You may continue to reside in the park as long as you pay your rent and abide by the rules and regulations of the park. You may only be evicted for nonpayment of rent, violation of laws, or for violation of the rules and regulations of the park and the terms of the lease. If this park requires you to deal exclusively with a certain fuel dealer or other merchant for goods or service in connection with the use or occupancy of your mobile home or

on your mobile home lot, the price you pay for such goods or services may not be more than the prevailing price in this locality for similar goods and services. You may not be evicted for reporting any violations of law or health and building codes to boards of health, building commissioners, or any other appropriate government agency".

441.1057. 1. If the lease requires the tenant to provide any deposit with the park owner for the term of the lease, or any part thereof, said deposit shall be considered a security deposit. Security deposits shall be returned in full to the tenant, provided that the tenant has paid all rent due in full for the term of the lease and has caused no actual damage to the premises. The park owner shall furnish the tenant, within fifteen days after termination or expiration of the lease, an itemized list of the damages incurred upon the premises and the estimated cost for the repair of each item. The tenant's failure to object to the itemized list within fifteen days shall constitute an agreement upon the amount of damages specified therein. The park owner's failure to furnish such itemized list of damages shall constitute an agreement that no damages have been incurred upon the premises and the entire security deposit shall become immediately due and owing to the tenant. The tenant's failure to furnish the park owner a forwarding address shall excuse the park owner from furnishing the list required by this section.

2. A park owner of any park regularly containing twenty-five or more mobile homes shall pay interest to the tenant, on any deposit held by the park owner, computed from the date of the deposit at a rate equal to the interest paid by the largest commercial bank, as measured by total assets, having its main banking premises in this state on minimum deposit passbook savings accounts as of December 31, of the preceding year on any such deposit held by the park owner for more than six months. However, in the event that any portion of the amount deposited is utilized during the period for which it is deposited in order to compensate the owner for non-payment of rent or to make a good faith reimbursement to the owner for damage caused by the tenant, the principal on which the interest accrues may be recomputed to reflect the reduction for the period commencing on the first day of the calendar month following the reduction. The park owner shall, within thirty days after the end of each twelve-month period, pay to the tenant any interest

owed under this section in cash; provided, however, that the amount owed may be applied to rent due if the owner and tenant agree thereto. A park owner who willfully fails or refuses to pay the interest required by sections 441.1000 to 441.1078 shall, upon a finding by a circuit court that he willfully failed or refused to pay, be liable for an amount equal to the amount of the security deposit, together with court costs and a reasonable attorney's fee.

441.1060. 1. No park owner shall restrict a tenant in his choice of a seller of fuel, furnishings, accessories, or goods or services connected with a mobile home unless such restriction is necessary to protect the health or safety of the park residents. The park owner may determine by rule or regulation the style or quality of exterior equipment to be purchased by the tenant from a vendor of the tenant's choosing, provided that no park owner shall be required to permit service vehicles in the park in such numbers and with such frequency that a danger is created for pedestrian traffic in the park.

2. No park owner shall require as a condition of tenancy or continued tenancy for a tenant to purchase fuel oil or bottled gas from any particular fuel oil or bottled gas dealer or distributor. This section shall not apply to a park owner who provides a centralized distribution system for fuel oil or bottled gas, or both, for residents therein. No park owner providing a centralized distribution system shall charge residents more than a reasonable retail price.

441.1066. If the park owner fails to substantially conform to the lease agreement or fails to substantially comply with any code, statute, ordinance, or regulation governing the operation of a mobile home park or the maintenance of the premises, the tenant may, on written notice to the park owner, terminate the lease and vacate the premises at any time during the first thirty days of occupancy. A park owner who is found in violation of any code, statute, ordinance, or regulation governing the operation of a mobile home park or the maintenance of the premises shall, upon finding by a circuit court, be liable for damages together with court costs and reasonable attorneys' fee. After the expiration of said thirty days the tenant may terminate the lease only if he has remained in possession in reliance upon the park owner's written promise to correct all or any part of the condition which would justify

termination by the tenant under this section. Any condition which deprives the tenant of substantial benefit and enjoyment which the park owner shall fail to remedy within thirty days after having received notice in writing of such condition shall constitute grounds for the tenant to terminate the lease and vacate the premises. No such notice shall be required where the condition renders the mobile home uninhabitable or poses an imminent threat to the health, welfare, and safety of any occupant. If such condition was proximately caused by the willful or negligent act or omission of the park owner, the tenant may recover any damages sustained as a result of the condition including, but not limited to, reasonable expenditures necessary to obtain adequate substitute housing while the mobile home is uninhabitable. The tenant may sue to enforce sections 441.1000 to 441.1078 and the court may award damages or grant any injunctive or other relief.

441.1069. A park owner may, any time rent is overdue, notify the tenant in writing that unless payment is made within the time specified in the notice, not less than five days after receipt thereof, the lease will be terminated. If the tenant remains in default, the park owner may institute legal action for recovery of possession, rent due, and any damages. If the tenant breaches any provision of the lease or rules and regulations of the mobile home park, the park owner shall notify the tenant in writing of his breach. Such notice shall specify the violation and advise the tenant that if the violation shall continue for more than twenty-four hours after receipt of such notice the park owner may terminate the lease.

441.1072. If a tenant shall remain in possession of the premises after the expiration of his lease without having notified the park owner of his acceptance or rejection of a renewal of the lease and without the park owner's consent, the tenant shall pay to the park owner a sum, not to exceed twice the monthly rental under the previous lease, computed and prorated daily for each day he shall remain in possession.

441.1075. The park owner shall be enjoined and restrained from prohibiting, limiting, restricting, obstructing, or in any manner interfering with the freedom of any mobile home owner to:

(1) Sell his mobile home to a purchaser of his choice, provided that the park owner shall be allowed to promulgate any general

qualifications or lawful restrictions on park residents which limit or define the admission of entrants to the park. The purchaser, prior to closing, must obtain a written and signed lease;

(2) Employ or secure the services of an independent salesperson in connection with the sale of said mobile home, providing that said salesperson collects and remits all governmental taxes. The park owner is prohibited from imposing any fee, charge, or commission for the sale of a mobile home, except when a mobile home owner requests the park owner or his agent to assist in securing a purchaser for his mobile home. A commission may be accepted for such service subject only to the following conditions:

(a) That the exact amount of commission or fee shall be a percentage of the actual sales price of the mobile home; and

(b) That the maximum percentage figure for the services in the resale of the mobile home by the park owner or his agent shall be set forth in writing prior to the sale.

The park owner is prohibited from requiring, upon the sale by a tenant of a mobile home to a qualified purchaser, the removal from the park of such mobile home unless the mobile home is less than twelve feet wide or is significantly deteriorated and in substantial disrepair, in which case the park owner shall bear the burden of demonstrating such fact and must, prior to sale, have given the tenant written notice thereof, and that unless first corrected, removal will be required upon sale.

441.1078. Meetings by tenants relating to mobile home living shall not be subject to prohibition by the park owner if such meetings are held at reasonable hours and when facilities are available and not otherwise in use. Tenants may ask for assistance from non-profit organizations in organizing a tenants' organization.

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

2. Within [thirty] **fifteen** days after the date of termination of the tenancy, the landlord shall:

(1) Return the full amount of the security deposit; or

(2) Furnish to the tenant a written itemized list of the damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit. The landlord shall have complied with this subsection by

mailing such statement and any payment to the last known address of the tenant.

3. The landlord may withhold from the security deposit only such amounts as are reasonably necessary for the following reasons:

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

(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted; or

(3) To compensate the landlord for actual damages sustained as a result of the tenant's failure to give adequate notice to terminate the tenancy pursuant to law or the rental agreement; provided that the landlord makes reasonable efforts to mitigate damages.

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

5. If the landlord wrongfully withholds all or any portion of the security deposit in violation of this section, the tenant shall recover as damages not more than twice the amount wrongfully withheld.

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

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