

FIRST REGULAR SESSION

# SENATE BILL NO. 361

96TH GENERAL ASSEMBLY

INTRODUCED BY SENATOR JUSTUS.

Read 1st time February 28, 2011, and ordered printed.

TERRY L. SPIELER, Secretary.

1815S.011

## AN ACT

To repeal sections 534.030, 534.310, and 535.300, RSMo, and to enact in lieu thereof three new sections relating to the landlord-tenant law.

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

Section A. Sections 534.030, 534.310, and 535.300, RSMo, are repealed

2 and three new sections enacted in lieu thereof, to be known as sections 534.030,  
3 534.310, and 535.300, to read as follows:

534.030. 1. When any person willfully and without force holds over any  
2 lands, tenements or other possessions, after the termination of the time for which  
3 they were demised or let to the person, or the person under whom such person  
4 claims; or after a mortgage or deed of trust has been foreclosed and the person  
5 has received written notice of a foreclosure; or at least [ten business] **ninety** days  
6 have elapsed after the date of the notice described in subsection 3 of this section;  
7 or when premises are occupied incident to the terms of employment and the  
8 employee holds over after the termination of such employment; or when any  
9 person wrongfully and without force, by disseisin, shall obtain and continue in  
10 possession of any lands, tenements or other possessions, and after demand made,  
11 in writing, for the delivery of such possession of the premises by the person  
12 having the legal right to such possession, or the person's agent or attorney, shall  
13 refuse or neglect to vacate such possession, such person is guilty of an "unlawful  
14 detainer".

15 2. In any case where a foreclosed property is occupied prior to the  
16 foreclosure by a person who was a residential tenant, known in this section as the  
17 occupant, not in violation of the provisions of section 441.020, then after the  
18 foreclosure sale, the new owner of the property shall give the occupant notice, as

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

19 described in subsection 3 of this section, that the sale has occurred, that they are  
20 the new owner, and if said owner seeks possession from the occupant that the  
21 occupant has not less than [ten business] **ninety** days from the date of this  
22 notice to vacate the premises. No unlawful detainer action or any other action  
23 seeking possession may be commenced against the occupant within [ten business]  
24 **ninety** days following the date of notice by the new owner that the foreclosure  
25 sale has occurred. Nothing in this section creates a tenancy between the new  
26 owner and the occupant. This section does not preclude the new owner from  
27 entering into an agreement with the occupant that allows the occupant to remain  
28 in the foreclosed property.

29 3. The notice required in subsection 2 of this section shall be sent by  
30 certified or registered mail if the name of the occupant is known to the new  
31 owner. If the name of the occupant is not known to the new owner then the  
32 notice shall be sent by regular mail and addressed to "occupant". The envelope  
33 containing such notice shall have the following words printed on the envelope  
34 face: "Notice to Occupant Following Foreclosure". A notice shall also be posted  
35 on the door of the premises where the occupant resides. The notices required in  
36 this subsection shall contain in substance the following text: Attention Occupant:  
37 (name of the new owner of the foreclosed property) is now the owner of the  
38 property which you had been renting or leasing at (address of foreclosed property,  
39 including apartment number, if applicable) after purchasing it at a trustee's  
40 foreclosure sale on (date of foreclosure sale). Unless you agree with (new owner)  
41 to a rental or lease agreement for the premises, (new owner), on or after (number  
42 not less than [ten] **ninety**) [business] days following the date of this notice, may  
43 seek a court order or judgment to have you removed from the  
44 premises. Remaining on the premises after the date of this notice does not make  
45 you a tenant of the new owner. (Name of new owner) (Address of new owner)  
46 (Telephone number of new owner) (Fax number of new owner, optional) (Email  
47 address of new owner, optional)

534.310. 1. Whenever the verdict of the jury or finding of the judge shall  
2 be for the complainant, damages shall be assessed as well for waste and injury  
3 committed upon the premises found to have been forcibly or unlawfully detained,  
4 as for all rents and profits due and owing up to the time of the rendering of the  
5 verdict or finding of the judge, and such verdict or finding shall also state the  
6 monthly value of the rents and profits of said premises.

7 2. Where a forcible entry has been found by the court pursuant

8 to the provisions of section 441.233, the damages recoverable by the  
9 prevailing tenant shall include all damages caused by the removal or  
10 exclusion of the tenant from the premises, including, but not limited to,  
11 prepaid rent, moving expenses, loss of utility deposits including any  
12 moneys necessary to reestablish utility service, loss of credit, damage  
13 to the tenant's rental history, damages for physical and emotional  
14 distress to the tenant, and any direct dependents of such tenant, and  
15 attorneys' fees.

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

3 2. Within thirty days after the date of termination of the tenancy, the  
4 landlord shall:

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

6 (2) Furnish to the tenant a written itemized list of the damages for which  
7 the security deposit or any portion thereof is withheld, along with the balance of  
8 the security deposit. The landlord shall have complied with this subsection by  
9 mailing such statement and any payment to the last known address of the tenant.

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

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

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

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

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

27 5. If the landlord wrongfully withholds all or any portion of the security  
28 deposit in violation of this section, the tenant shall recover as damages [not more

29 than] twice the amount wrongfully withheld.

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

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

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Bill

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