

SECOND REGULAR SESSION

SENATE BILL NO. 717

98TH GENERAL ASSEMBLY

INTRODUCED BY SENATOR CURLS.

Pre-filed December 1, 2015, and ordered printed.

ADRIANE D. CROUSE, Secretary.

4413S.011

AN ACT

To repeal section 535.300, RSMo, and to enact in lieu thereof one new section relating to security deposits.

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

Section A. Section 535.300, RSMo, is repealed and one new section
2 enacted in lieu thereof, to be known as section 535.300, to read as follows:

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.

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

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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