

FIRST REGULAR SESSION

SENATE BILL NO. 404

100TH GENERAL ASSEMBLY

INTRODUCED BY SENATOR NASHEED.

Read 1st time February 18, 2019, and ordered printed.

ADRIANE D. CROUSE, Secretary.

1816S.011

AN ACT

To amend chapter 455, RSMo, by adding thereto three new sections relating to rental agreements of victims of certain types of abuse.

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

Section A. Chapter 455, RSMo, is amended by adding thereto three new sections, to be known as sections 455.250, 455.255, and 455.260, to read as follows:

455.250. For the purposes of sections 455.250 to 455.260, the following terms shall mean:

(1) "Family or household members", spouses, domestic partners, former spouses, former domestic partners, persons who have a child in common regardless of whether they have been married or have lived together at any time, adult persons related by blood or marriage, adult persons who are presently residing together or who have resided together in the past, persons sixteen years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, persons sixteen years of age or older with whom a person sixteen years of age or older has or has had a dating relationship, and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren;

(2) "Landlord", the same as in section 441.005;

(3) "Lease", the same as in section 441.005;

(4) "Premises", all types of real property under the terms of a lease used or intended for use primarily as a dwelling, including a house, apartment, condominium, manufactured home, and mobile home;

(5) "Qualified third party", any of the following individuals acting

21 in his or her official capacity:

22 (a) A law enforcement officer;

23 (b) An appropriate medical provider, as defined in section
24 595.220;

25 (c) A court employee; and

26 (d) An employee of a rape crisis center, as defined in section
27 455.003;

28 (6) "Rent", a stated payment for the temporary possession or use
29 of real property made at fixed intervals by a tenant to a landlord;

30 (7) "Tenant", the same as in section 441.005;

31 (8) "Tenant screening service", a service that uses a consumer
32 report or other information about a prospective tenant to assist in
33 making a decision as to whether to make or accept an offer for a lease
34 of the premises to or from a prospective tenant.

455.255. 1. If a tenant or household member notifies the
2 landlord, in writing, of his or her intent to terminate the lease and
3 leave the premises because the tenant, his or her dependent, or another
4 household member is the victim of domestic violence, sexual assault,
5 harassment, or stalking, then he or she shall include one of the
6 following:

7 (1) A copy of a valid order of protection issued for the tenant,
8 dependent, or household member; or

9 (2) A written record of a report signed by a qualified third party
10 that the tenant, dependent, or household member was the victim of
11 domestic violence, sexual assault, harassment or stalking. The report
12 shall consist of the following:

13 (a) That the tenant, dependent, or household member notified
14 the qualified third party that he or she was a victim of an act or acts
15 that constitute domestic violence, sexual assault, harassment, or
16 stalking;

17 (b) The time and date the act or acts occurred;

18 (c) The location where the act or acts occurred;

19 (d) A brief description of the act or acts of domestic violence,
20 sexual assault, harassment, or stalking; and

21 (e) The name of the alleged perpetrator of the act or acts of
22 domestic violence, sexual assault, harassment, or stalking, if known.

23 2. When a copy of a valid order of protection or a written record

24 of a report signed by a qualified third party is given to the landlord
25 within ninety days of the reported act, event, or circumstance that gave
26 rise to the protective order or report, along with a written notice to
27 terminate the lease and leave the premises under subsection 1 of this
28 section, the tenant may terminate the lease agreement and give back
29 possession of the premises without further obligation under the lease
30 agreement. The tenant shall vacate the dwelling and avoid liability for
31 future rent and shall not incur early termination penalties or
32 fees. Upon vacating the premises, the tenant shall deliver the key and
33 all copies of the key to the landlord by personal delivery or delivery
34 through a third party.

35 3. A tenant who terminates a lease under this section shall
36 remain liable for the rent for the month in which he or she terminated
37 the lease agreement and shall be discharged from the payment of rent
38 for any period following the last day of the month of the quitting
39 date. Notwithstanding lease provisions that allow for forfeiture of a
40 deposit for early termination, a tenant who terminates the lease under
41 this section shall be entitled to the return of the full deposit, subject to
42 the provisions of section 535.300. If the landlord retains any of the
43 deposit, the tenant shall receive a full and specific statement of the
44 basis for retaining any of the deposit together with any refund due in
45 accordance with the provisions of section 535.300.

46 4. Other tenants who are parties to the lease agreement, except
47 dependents or household members who are the victims of sexual
48 assault, stalking, harassment, or domestic violence, shall not be
49 released from their obligations under the lease agreement or other
50 obligations under chapter 441.

51 5. The tenant may request the landlord to terminate the lease
52 agreement with the alleged perpetrator of the act or acts, if the tenant
53 and the alleged perpetrator live together, when a copy of a valid order
54 of protection or a written record of a report signed by a qualified third
55 party is given to the landlord within ninety days of the reported act,
56 event, or circumstance that gave rise to the protective order or
57 report. The landlord shall evict the alleged perpetrator if a lease
58 agreement exists between him or her and the landlord. If there is no
59 lease agreement between the alleged perpetrator and the landlord, then
60 the landlord shall remove and bar and ban him or her from the

61 premises owned by the landlord.

62 6. A landlord shall not terminate a lease agreement or fail to
63 renew a lease agreement based upon an act or acts against a tenant,
64 dependent, or a household member that constitute domestic violence,
65 sexual assault, harassment, or stalking, if the tenant, dependent, or
66 household member provides the landlord with a copy of a valid order
67 of protection or a written record of a report signed by a qualified third
68 party, issued or written ninety days of the reported act, event, or
69 circumstance that gave rise to the protective order or report. A
70 landlord may terminate or decline to renew a lease agreement if the
71 tenant or household member allows the alleged perpetrator inside the
72 premises following receipt of the protection order or report.

73 7. Nothing in this section shall preclude eviction for nonpayment
74 of rent or other unlawful acts.

 455.260. 1. A tenant screening service shall not disclose the
2 status of a tenant, prospective tenant, dependent, or household member
3 as a victim of domestic violence, sexual assault, harassment, or
4 stalking, or disclose that a tenant, prospective tenant, dependent, or
5 household member, has previously terminated a lease agreement under
6 section 455.255.

7 2. A landlord shall not terminate a lease, fail to renew a lease, or
8 refuse to enter into a lease agreement based on:

9 (a) The status of a tenant, prospective tenant, dependent, or
10 household member as a victim of domestic violence, sexual assault,
11 harassment, or stalking; or

12 (b) Previously terminating a lease agreement under section
13 455.255.

14 3. A landlord who terminates a lease, fails to renew a lease, or
15 refuses to enter into a lease agreement in violation of subsection 2 of
16 this section may be liable to the tenant, prospective tenant, dependent,
17 or household member in a civil action for damages sustained. The
18 prevailing party may also recover court costs and reasonable attorneys'
19 fees.

20 4. The provisions of this section shall not prohibit any adverse
21 housing decisions based upon other lawful factors within the landlord's
22 knowledge or prohibit voluntary disclosure by a tenant or prospective
23 tenant of any victim circumstances.

24 **5. A tenant's remedies under this section do not preempt any**
25 **other legal remedy available to the tenant.**

26 **6. The provision of a written record of a report, under subsection**
27 **1 of section 455.255, does not waive the confidential or privileged**
28 **nature of the communication between a qualified third party and the**
29 **victim of domestic violence, sexual assault, harassment, or stalking.**

30 **7. No record or evidence obtained from disclosure under this**
31 **section and section 455.255 shall be used in any proceedings, including**
32 **civil, administrative, or criminal, against the victim, unless his or her**
33 **written waiver is obtained.**

Unofficial ✓

Bill

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