

SENATE BILL NO. 1741

103RD GENERAL ASSEMBLY

INTRODUCED BY SENATOR WASHINGTON.

6355S.011

KRISTINA MARTIN, Secretary

AN ACT

To repeal section 441.920, RSMo, and to enact in lieu thereof three new sections relating to rental protections for victims of domestic violence.

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

Section A. Section 441.920, RSMo, is repealed and three
2 new sections enacted in lieu thereof, to be known as sections
3 441.920, 441.921, and 441.922, to read as follows:

441.920. 1. For purposes of [this section] **sections**
2 **441.920 to 441.922**, the following terms mean:

3 (1) "Domestic violence", as such term is defined in
4 section 455.010;

5 (2) "**Household member**", a minor or adult, other than a
6 **perpetrator of an act of domestic violence, who resides with**
7 **a tenant or lessee;**

8 (3) "Sexual assault", as such term is defined in
9 section 455.010;

10 [(3)] (4) "Stalking", as such term is defined in
11 section 455.010.

12 2. No applicant, tenant, or lessee shall be denied
13 tenancy, be evicted from the premises, or found to be in
14 violation of a lease agreement on the basis of or as a
15 direct result of the fact that the applicant, tenant, or
16 lessee is, has been, or is in imminent danger of becoming a
17 victim of domestic violence, sexual assault, or stalking if

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

18 the applicant, tenant, or lessee otherwise qualifies for
19 tenancy or occupancy in the premises. The provisions of
20 this subsection shall not apply if:

21 (1) The applicant, tenant, or lessee allowed the
22 person named in any documentation listed in subsection 4 of
23 this section into the premises; or

24 (2) The landlord or property owner reasonably believes
25 that a person named in any documentation listed in
26 subsection 4 of this section poses a threat to the safety of
27 the other occupants or the property.

28 3. In any action brought by a landlord against a
29 tenant under this chapter, chapter 534, or chapter 535, a
30 tenant shall have an affirmative defense and not be liable
31 for rent for the period after which the tenant vacates the
32 premises owned by the landlord if, by a preponderance of the
33 evidence, the court finds that the tenant was a victim or
34 was in imminent danger of becoming a victim of domestic
35 violence, sexual assault, or stalking and the tenant
36 notified the landlord and has provided any requested
37 documentation under subsection 4 of this section.

38 4. An applicant, tenant, or lessee shall qualify for
39 the protections under this section if he or she provides a
40 statement of such domestic violence, sexual assault, or
41 stalking to his or her landlord or the property owner. If
42 the landlord or property owner requests, the applicant,
43 tenant, or lessee shall provide documentation of the
44 domestic violence, sexual assault, or stalking, which may be
45 in any of the following forms:

46 (1) A document signed by an employee of a victim
47 service provider, or a health care professional or mental
48 health professional from whom the victim has sought
49 assistance relating to domestic violence, sexual assault,

50 stalking, or the effects of abuse stating that, under
51 penalty of perjury, the individual believes in the
52 occurrence of the incident of domestic violence, sexual
53 assault, or stalking that is the ground for protection, and
54 that the incident meets the applicable definition of
55 domestic violence, sexual assault, or stalking. Such
56 document shall be signed by the victim; or

57 (2) A record of a federal, state, or local law
58 enforcement agency, including a police report, a court, or
59 an administrative agency pertaining to the alleged incident
60 of domestic violence, sexual assault, or stalking.

61 5. The submission of false information by an
62 applicant, tenant, or lessee under this section may be a
63 basis for a denial of tenancy, eviction, or a violation of a
64 lease agreement.

65 6. Any landlord or property owner may impose a
66 reasonable termination fee on a tenant or lessee who desires
67 to terminate a lease before the expiration date of such
68 lease under the provisions of this section.

69 7. The provisions of this section shall only apply to
70 residential properties.

**441.921. 1. Where an act of domestic violence is
2 perpetrated against a tenant or lessee, or a household
3 member of a tenant or lessee, by another tenant, lessee, or
4 occupant of the same dwelling unit, the tenant or lessee may
5 have the perpetrator removed from the rental agreement and
6 excluded from the premises if the tenant, lessee, or
7 household member has:**

8 (1) Obtained a protective order, restraining order, or
9 other similar relief which applies to the perpetrator of the
10 act of domestic violence; or

11 (2) Obtained a record from a federal, state, or local
12 law enforcement agency, including a police report, a court,
13 or an administrative agency pertaining to the alleged
14 incident of domestic violence.

15 2. To have the perpetrator removed from a rental
16 agreement, the tenant or lessee shall provide the landlord:

17 (1) A copy of the documentation described in
18 subsection 1 of this section; and

19 (2) A written notice containing:

20 (a) The full legal name of the tenant, lessee, or
21 occupant who is the perpetrator of the act of domestic
22 violence;

23 (b) The date on which the tenant wishes the notice of
24 termination to be served upon the perpetrator. Such date
25 shall be at least five days but no more than thirty days
26 after the date the tenant or lessee provides the
27 documentation and written notice to the landlord; and

28 (c) The preferred method by which to receive future
29 communications from the landlord.

30 3. (1) When a tenant or lessee has complied with the
31 requirements of subsection 2 of this section, a landlord
32 may, after five days of notice of termination of the rental
33 agreement and without the right of the tenant or lessee to
34 cure the default, file suit and have judgment against only
35 the perpetrator for recovery of possession of the premises
36 in accordance with sections 441.710 to 441.880. The
37 landlord shall serve the notice of termination on the date
38 requested by the tenant or lessee in accordance with
39 paragraph (b) of subdivision (2) of subsection 2 of this
40 section.

41 (2) If the perpetrator vacates the premises within
42 five days of the notice, the landlord shall:

43 (a) Install new locks to the dwelling unit in
44 accordance with section 441.922; and

45 (b) Timely notify the requesting tenant or lessee by
46 the method requested pursuant to paragraph (b) of
47 subdivision (2) of subsection 2 of this section that the new
48 locks have been installed and how the tenant or lessee can
49 obtain access to the dwelling unit.

50 (3) (a) If the perpetrator fails to vacate the
51 premises within five days of the notice, the landlord shall:

52 a. File suit for recovery of possession of the
53 premises against the perpetrator only; and

54 b. Timely notify the requesting tenant or lessee by
55 the method requested pursuant to paragraph (b) of
56 subdivision (2) of subsection 2 of this section of the
57 hearing date of the suit for recovery of possession and the
58 judgment of any such suit.

59 (b) If a judgment is entered in favor of the landlord
60 in a suit brought pursuant to this section in accordance
61 with sections 441.710 to 441.880, the landlord shall:

62 a. Be entitled to recover court costs and reasonable
63 attorney's fees from the perpetrator;

64 b. Install new locks to the dwelling unit in
65 accordance with section 441.922;

66 c. Timely notify the requesting tenant or lessee by
67 the method requested pursuant to paragraph (b) of
68 subdivision (2) of subsection 2 of this section that the new
69 locks have been installed and how the tenant or lessee can
70 obtain access to the dwelling unit; and

71 d. Refuse access to the dwelling unit by the
72 perpetrator for the purposes of reclaiming property, unless
73 a law enforcement officer escorts the perpetrator into and
74 out of the dwelling unit.

75 4. A landlord shall not be liable for any actions
76 taken in good faith pursuant to this section.

 441.922. 1. When an act of domestic violence is
2 perpetrated against a tenant or lessee, or a household
3 member of a tenant or lessee, by someone who is not a
4 tenant, lessee, or occupant of the same dwelling unit, the
5 tenant or lessee may require the landlord to change the
6 locks to the dwelling unit if the tenant, lessee, or
7 household member has:

8 (1) Obtained a protective order, restraining order, or
9 other similar relief which applies to the perpetrator of the
10 act of domestic violence; or

11 (2) Obtained a record from a federal, state, or local
12 law enforcement agency, including a police report, a court,
13 or an administrative agency pertaining to the alleged
14 incident of domestic violence.

15 2. To have a lock changed under this section, the
16 tenant or lessee shall provide the landlord:

17 (1) A copy of the documentation described in
18 subsection 1 of this section; and

19 (2) A written request that the locks be changed
20 immediately.

21 3. The landlord shall change the locks to the dwelling
22 unit within twenty-four hours after the tenant or lessee
23 provides the landlord with the documentation and request
24 required under subsection 2 of this section:

25 (1) Replacing the entire locking mechanism with a
26 locking mechanism of equal or better quality than the lock
27 being replaced; or

28 (2) If the lock is in good working condition:

29 (a) Rekeying the lock; or

30 (b) In the case of a keyless electronic lock,
31 resetting the entry code.

32 4. If a landlord fails to change the locks as required
33 by subsection 3 of this section, the tenant or lessee:

34 (1) May change the locks in a workmanlike manner with
35 locks of similar or better quality than the original lock;

36 (2) Shall timely notify the landlord that the locks
37 have been changed; and

38 (3) Shall, by a reasonable method agreed upon by the
39 landlord and tenant or lessee, provide the landlord with a
40 new key or the entry code by which to access the dwelling
41 unit.

42 5. Subsection 4 of this section shall apply
43 notwithstanding any provision in the rental agreement to the
44 contrary.

45 6. A landlord who installs a new lock pursuant to this
46 section may retain a copy of the key or entry code that
47 opens the new lock.

48 7. A landlord who installs a new lock pursuant to this
49 section may require the tenant or lessee to pay for the
50 actual and reasonable cost incurred by the landlord in
51 changing the locks.

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