

SECOND REGULAR SESSION

# SENATE BILL NO. 915

89TH GENERAL ASSEMBLY

---

---

INTRODUCED BY SENATOR CURLS.

Read 1st time February 12, 1998, and 1,000 copies ordered printed.

TERRY L. SPIELER, Secretary.

S3808.011

---

---

## AN ACT

To repeal section 441.060, RSMo Supp. 1997, relating to termination of tenancies, and to enact in lieu thereof one new section relating to the same subject.

---

---

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

Section A. Section 441.060, RSMo Supp. 1997, is repealed and one new section enacted in lieu thereof, to be known as section 441.060, to read as follows: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, 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, **and provided further that no more than five days and no less than two days prior to the landlord taking possession, the landlord has given written notice to the occupants by posting said notice on the premises of the date the landlord will take possession in accordance with this subsection.**

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, **or failure to timely post the notice to the occupants 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.