

SECOND REGULAR SESSION  
HOUSE COMMITTEE SUBSTITUTE FOR  
**HOUSE BILL NO. 1585**  
**96TH GENERAL ASSEMBLY**

4673L.03C

D. ADAM CRUMBLISS, Chief Clerk

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**AN ACT**

To repeal sections 441.060, 534.070, 535.020, 535.030, 535.040, 535.110, 535.160, 535.170, 535.200, 535.210, and 535.300, RSMo, and to enact in lieu thereof seventeen new sections relating to landlords-tenants actions.

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

Section A. Sections 441.060, 534.070, 535.020, 535.030, 535.040, 535.110, 535.160, 2 535.170, 535.200, 535.210, and 535.300, RSMo, are repealed and seventeen new sections 3 enacted in lieu thereof, to be known as sections 441.060, 534.055, 534.070, 534.275, 535.020, 4 535.030, 535.035, 535.040, 535.110, 535.145, 535.160, 535.170, 535.190, 535.195, 535.200, 5 535.210, and 535.300, to read as follows:

441.060. 1. A tenancy at will or by sufferance, or for less than one year, may be 2 terminated by the person entitled to the possession by giving one month's notice, in writing, to 3 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 4 be presumed reasonable for this state. The two-person limitation shall not apply to a child or 5 children born to the tenants during the course of the lease. 6

3. Except as otherwise provided by law, all contracts or agreements for the leasing, 7 renting or occupation of stores, shops, houses, tenements or other buildings in cities, towns or 8 villages, and of stores, shops, houses, tenements or other buildings except when such leasing, 9 renting or occupation is as tenant of real estate used or rented for agricultural purposes, other 10 than garden purposes, not made in writing, signed by the parties thereto, or their agents, shall be 11 held and taken to be tenancies from month to month, and all such tenancies may be terminated 12 by either party thereto, or the party's agent, giving to the other party, or the party's agent, one 13 month's notice, in writing, of the party's intention to terminate such tenancy. 14

EXPLANATION — Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

15           4. (1) Except as provided in subdivision (2), the landlord or the tenant may terminate  
16 a month-to-month tenancy by a written notice given to the other party stating that the tenancy  
17 shall terminate upon a periodic rent-paying date not less than one month after the receipt of the  
18 notice.

19           (2) When a person occupies and has an ownership interest in a mobile home and is  
20 leasing the land or the lot upon which the mobile home is located, a tenancy for less than one  
21 year may be terminated by the landlord by giving written notice to the tenant that the tenancy  
22 shall terminate not sooner than sixty days from the date the rent payment next becomes due,  
23 notwithstanding any written lease provision regarding earlier lease termination to the contrary.

24           5. If after the rendition of a judgment and a request for an execution on any judgment  
25 rendered in an action pursuant to chapter 524, chapter 534, chapter 535, or this chapter and there  
26 is no stay of execution, the service officer fails to deliver possession of the premises to the  
27 landlord within seven days of the delivery of the writ to such officer, the landlord may, within  
28 sixty days, **or fourteen days in cases involving residential property**, of the date of the  
29 judgment, in the presence of a municipal or county law enforcement officer of the jurisdiction  
30 in which the premises are located, without breach of the peace, break and remove locks, enter  
31 and take possession of the premises and remove any household goods, furnishings, fixtures or  
32 any other personal property left in or at the premises, provided the law enforcement officer is  
33 first presented a true copy of the judgment and order of execution, and the law enforcement  
34 officer acknowledges in writing such presentation, and such acknowledgment is filed in court  
35 by the plaintiff within five days following taking possession of the premises.

36           6. Except for negligent, willful or wanton acts or omissions of the landlord, or failure  
37 to both timely obtain and file the law enforcement officer acknowledgment described in the  
38 preceding subsection, the landlord shall have no liability for loss or damage to any household  
39 goods, furnishings, fixtures or any other personal property left in or at the dwelling unit, by  
40 reason of the landlord's removal of the property in accordance with the provisions of this section.

**534.055. If an unauthorized pet is located on the tenant's property, the landlord  
2 may enter the tenant's property for purposes of removing such pet. As used in this section,  
3 "unauthorized pet" means a pet prohibited by the lease and any animal deemed aggressive.**

534.070. 1. When complaint to the circuit court of the proper county shall be made in  
2 writing, signed by the party aggrieved, his agent or attorney, and sworn to, specifying the lands,  
3 tenements or other possessions so forcibly entered and detained, or unlawfully detained, and by  
4 whom and when done, it shall be the duty of the clerk of the court to issue a summons directed  
5 to the sheriff or proper officer of the county, commanding him to summon the person against  
6 whom the complaint shall have been made to appear, at a day in such summons to be specified.

7           2. A court date shall be assigned at the time the summons is issued. The court date shall  
8 be for a day certain which is not more than [twenty-one] **fourteen** business days from the date  
9 the summons is issued unless, at the time the case is filed, the plaintiff or plaintiff's attorney  
10 consents in writing to a later date.

**534.275. (1) If a tenant dies, the landlord may mail a notice to the last known  
2 address of the deceased tenant explaining that his or her property will be removed from  
3 the premises within ten days from the date of the certified mailing of the notice. If the  
4 property remains at such premises, the property is deemed abandoned and the landlord  
5 is not responsible for the property.**

6           **(2) The landlord may prorate any rent that has already been received if the  
7 deceased tenant's property is removed from the premises during a period for which rent  
8 has already been paid.**

9           **(3) If the landlord reaches an agreement with the next of kin to hold the property  
10 beyond the ten days as provided in this section, the landlord may charge the next of kin for  
11 reasonable and necessary charges associated with the storage of the deceased tenant's  
12 property.**

535.020. 1. Whenever any rent has become due and payable, and payment has been  
2 demanded by the landlord or the landlord's agent from the lessee or person occupying the  
3 premises, and payment thereof has not been made, the landlord or agent may file a statement,  
4 verified by affidavit, with any associate circuit judge in the county in which the property is  
5 situated, setting forth the terms on which such property was rented, and the amount of rent  
6 actually due to such landlord; that the rent has been demanded from the tenant, lessee or person  
7 occupying the premises, and that payment has not been made, and substantially describing the  
8 property rented or leased. Giving the notice provided in section 441.060 is not required prior to  
9 filing a statement or obtaining the relief provided in this chapter. In such case, the clerk of the  
10 court shall immediately issue a summons directed to such tenant or lessee and to all persons  
11 occupying the premises, by name, requiring them to appear before the judge upon a day to be  
12 therein named, and show cause why possession of the property should not be restored to the  
13 plaintiff. The landlord or agent may, in such an action for unpaid rent, join a claim for any other  
14 unpaid sums, other than property damages, regardless of how denominated or defined in the  
15 lease, to be paid by or on behalf of a tenant to a landlord for any purpose set forth in the lease;  
16 provided that such other sums shall not be considered rent for purposes of this chapter, and  
17 judgment for the landlord for recovery of such other sums shall not by itself entitle the landlord  
18 to an order for recovery of possession of the premises. The provisions of this section providing  
19 for the filing of a statement before an associate circuit judge shall not preclude adoption of a  
20 local circuit court rule providing for the centralized filing of such cases, nor the assignment of

21 such cases to particular circuit or associate circuit judges pursuant to local circuit court rule or  
22 action by the presiding judge of the circuit. The case shall be heard and determined under the  
23 practice and procedure provided in the Missouri rules of civil procedure, except where otherwise  
24 provided by this chapter.

25 **2. If a judgment has been entered in favor of the plaintiff under subsection 1 of this**  
26 **section for recovery of the premises, within ten days of such judgment, the sheriff of the**  
27 **county in which the premises is located shall inspect the premises for safety prior to**  
28 **removal of contents, if any.**

535.030. 1. Such summons shall be served as in other civil cases at least four days  
2 before the court date in the summons. The summons shall include a court date which shall not  
3 be more than twenty-one business days from the date the summons is issued unless at the time  
4 of filing the affidavit the plaintiff or plaintiff's attorney consents in writing to a later date.

5 2. In addition to attempted personal service, the plaintiff may request, and thereupon the  
6 clerk of the court shall make an order directing that the officer, or other person empowered to  
7 execute the summons, shall also serve the same by securely affixing a copy of such summons and  
8 the complaint in a conspicuous place on the dwelling of the premises in question at least ten days  
9 before the court date in such summons, and by also mailing a copy of the summons and  
10 complaint to the defendant at the defendant's last known address by ordinary mail at least ten  
11 days before the court date. If the officer, or other person empowered to execute the summons,  
12 shall return that the defendant is not found, or that the defendant has absconded or vacated his  
13 or her usual place of abode in this state, and if proof be made by affidavit of the posting and of  
14 the mailing of a copy of the summons and complaint, the judge shall at the request of the plaintiff  
15 proceed to hear the case as if there had been personal service, and judgment shall be rendered  
16 and proceedings had as in other cases, except that no money judgment shall be granted the  
17 plaintiff where the defendant is in default and service is by the posting and mailing procedure  
18 set forth in this section.

19 3. If the plaintiff does not request service of the original summons by posting and  
20 mailing as provided in subsection 2 of this section, and if the officer, or other person empowered  
21 to execute the summons, makes return that the defendant is not found, or that the defendant has  
22 absconded or vacated the defendant's usual place of abode in this state, the plaintiff may request  
23 the issuance of an alias summons and service of the same by posting and mailing in the time and  
24 manner provided in subsection 2 of this section. In addition, the plaintiff or an agent of the  
25 plaintiff who is at least eighteen years of age may serve the summons by posting and mailing a  
26 copy of the summons in the time and manner provided in subsection 2 of this section. Upon  
27 proof by affidavit of the posting and of the mailing of a copy of the summons or alias summons  
28 and the complaint, the judge shall proceed to hear the case as if there had been personal service,

29 and judgment shall be rendered and proceedings had as in other cases, except that no money  
30 judgment shall be granted the plaintiff where the defendant is in default and service is by the  
31 posting and mailing procedure provided in subsection 2 of this section.

32 4. On the date judgment is rendered as provided in this section where the defendant is  
33 in default, the clerk of the court shall mail to the defendant at the defendant's last known address  
34 by ordinary mail a notice informing the defendant of the judgment and the date it was entered,  
35 and stating that the defendant has ten days from the date of the judgment to file a motion to set  
36 aside the judgment [or to file an application for a trial de novo in the circuit court, as the case  
37 may be,] and that unless the judgment is set aside [or an application for a trial de novo] is filed  
38 within ten days, the judgment will become final and the defendant will be subject to eviction  
39 from the premises without further notice.

**535.035. Notwithstanding any provision of law to the contrary, in any landlord-  
2 tenant action, the summons may be served by either the sheriff or a private process server.  
3 The method of service shall be determined by the landlord.**

535.040. 1. Upon the return of the summons executed, the judge shall set the case on  
2 the first available court date, **so long as such date is within thirty days**, and shall proceed to  
3 hear the cause, and if it shall appear that the rent which is due has been demanded of the tenant,  
4 lessee or persons occupying the property, and that payment has not been made, and if the  
5 payment of such rent, with all costs, shall not be tendered before the judge, on the hearing of the  
6 cause, the judge shall render judgment that the landlord recover the possession of the premises  
7 so rented or leased, and also the debt for the amount of the rent then due, with all court costs and  
8 shall issue an execution upon such judgment, commanding the officer to put the landlord into  
9 immediate possession of the property leased or rented, and to make the debt and costs of the  
10 goods and chattels of the defendant. No money judgment shall be granted to the plaintiff if the  
11 defendant is in default and service was by the posting procedure provided in section 535.030  
12 unless the defendant otherwise enters an appearance. The officer shall deliver possession of the  
13 property to the landlord within five days from the time of receiving the execution, and the officer  
14 shall proceed upon the execution to collect the debt and costs, and return the writ, as in the case  
15 of other executions. If the plaintiff so elects, the plaintiff may sue for possession alone, without  
16 asking for recovery of the rent due.

17 2. Except for willful, wanton, or malicious acts or omissions, neither the landlord nor  
18 his or her successors, assigns, agents, nor representatives shall be liable to any tenant or  
19 subtenant for loss or damage to any household goods, furnishings, fixtures, or any other personal  
20 property left in or at the dwelling by the tenant or subtenant of such dwelling, by the reason of  
21 the landlord's removal or disposal of the property under a court-ordered execution for possession  
22 of the premises.

23           3. Notwithstanding the provisions of subsection 2 of this section, if, after the sheriff has  
24 completed the court-ordered execution, property is left by the tenant in or at the dwelling bearing  
25 a conspicuous permanent label or marking identifying it as the property of a third party, the  
26 landlord shall notify the third party by certified mail with a return receipt requested. The third  
27 party shall be given an opportunity to recover such property within five business days of the date  
28 such notice is received. If the landlord is unable to notify the third party, the landlord may  
29 remove or dispose of such property and shall incur no liability for any loss or damage thereto.

          535.110. Applications for [trials de novo and] appeals shall be allowed and conducted  
2 in the manner provided in chapter 512; but no application for [a trial de novo or] **an** appeal shall  
3 stay execution unless the defendant give bond, with security sufficient to secure the payment of  
4 all damages, costs and rent then due, and with condition to stay waste and to pay all subsequently  
5 accruing rent, if any, into court within [ten] **three** days after it becomes due, pending  
6 determination of the [trial de novo or] appeal.

**535.145. On the date a judgment is entered in favor of the landlord, the landlord  
2 has the right to enter, inspect, and record the condition of the premises.**

          535.160. **1. After a money judgment has been entered in favor of the plaintiff, the  
2 defendant shall pay such moneys within five days of such judgment with certified funds.**  
3 If the defendant, on the date any money judgment is given in any action pursuant to this chapter,  
4 either tenders to the landlord, or brings into the court where the suit is pending, all the rent then  
5 in arrears, and all the costs, further proceedings in the action shall cease and be stayed. If on any  
6 date after the date of any original trial [but before any trial de novo] the defendant shall satisfy  
7 such money judgment and pay all costs, any execution for possession of the subject premises  
8 shall cease and be stayed; except that the landlord shall not thereby be precluded from making  
9 application for appeal from such money judgment. If for any reason no money judgment is  
10 entered against the defendant and judgment for the plaintiff is limited only to possession of the  
11 subject premises, no stay of execution shall be had, except as provided by the provisions of  
12 section 535.110 or the rules of civil procedure or by agreement of the parties.

13           **2. If the landlord is required to hire an attorney for proceedings against the tenant,  
14 the tenant shall pay attorney fees if the landlord prevails in such action.**

          535.170. After the execution of any judgment for possession pursuant to this chapter,  
2 the lessee and the lessee's assignees, and all other persons deriving title under the lease from such  
3 lessee, shall be barred from reentry of such premises and from all relief, and except for error in  
4 the record or proceedings, the landlord shall from that day hold the demised premises discharged  
5 from the lease. Nothing in this section shall preclude an aggrieved party from perfecting an  
6 appeal [or securing a trial de novo] as to any judgment rendered, and may as a result of such

7 appeal [or trial de novo] recover any damage incurred, including damages incurred from an  
8 unlawful dispossession.

**535.190. If a tenant appears before a judge in an action for nonpayment of rent, the  
2 court shall inquire, on the record, about the tenant's current residence and current place  
3 of employment.**

**535.195. If the court does not follow the statutory time line for providing a court  
2 date and disposing of a landlord-tenant action for eviction, the court costs for the entire  
3 case shall be automatically waived by the court.**

535.200. 1. In the twenty-second judicial circuit, upon adoption of an ordinance by the  
2 city of St. Louis providing for expenditure of city funds for such purpose, a majority of the  
3 circuit judges, en banc, may establish a landlord-tenant court, which shall be a division of the  
4 circuit court, and may authorize the appointment of not more than two landlord-tenant court  
5 commissioners. The landlord-tenant court commissioners shall be appointed by a  
6 landlord-tenant court judicial commission consisting of the presiding judge of the circuit, who  
7 shall be the chair, one circuit judge elected by the circuit judges, one associate circuit judge  
8 elected by the associate circuit judges of the circuit, and two members appointed by the mayor  
9 of the city of St. Louis, each of whom shall represent one of the two political parties casting the  
10 highest number of votes at the next preceding gubernatorial election. The procedures and  
11 operations of the landlord-tenant court judicial commission shall be established by circuit court  
12 rule.

13 2. Landlord-tenant commissioners may be authorized to hear in the first instance disputes  
14 involving landlords and their tenants. Landlord-tenant commissioners shall be authorized to  
15 make findings of fact and conclusions of law, and to issue orders for the payment of money, for  
16 the giving or taking of possession of residential property and any other equitable relief necessary  
17 to resolve disputes governed by the laws in chapters 441, 524, 534, and this chapter.  
18 Landlord-tenant commissioners may not, by ex parte means, hear cases and issue orders.

19 3. Landlord-tenant commissioners shall be licensed to practice law in this state and shall  
20 serve at the pleasure of a majority of the circuit and associate circuit judges, en banc, and shall  
21 be residents of the city of St. Louis, and shall receive as annual compensation an amount equal  
22 to one-third of the annual compensation of an associate circuit judge. Landlord-tenant  
23 commissioners shall not accept or handle cases in their practice of law which are inconsistent  
24 with their duties as a landlord-tenant commissioner and shall not be a judge or prosecutor for any  
25 other court. Landlord-tenant commissioners shall not be considered state employees and shall  
26 not be members of the state employees' or judicial retirement system or be eligible to receive any  
27 other employment benefit accorded state employees or judges.

28           4. A majority of the judges of the circuit, en banc, shall establish operating procedures  
29 for the landlord-tenant court. Proceedings in the landlord-tenant court shall be conducted as in  
30 cases tried before an associate circuit judge. The hearing shall be before a landlord-tenant  
31 commissioner without jury, and the commissioner shall assume an affirmative duty to determine  
32 the merits of the evidence presented and the defenses of the defendant and may question parties  
33 and witnesses. Clerks and computer personnel shall be assigned as needed for the efficient  
34 operation of the court.

35           5. The parties to a cause of action before a commissioner of the landlord-tenant court are  
36 entitled to file with the court a motion for a hearing in associate circuit court within ten days after  
37 the mailing, or within ten days after service.

38           6. Operating procedures shall be provided for electronic recording of proceedings at city  
39 expense. Any person aggrieved by a judgment in a case decided under this section shall have  
40 a right to [a trial de novo in circuit court, or] an appeal to the appropriate appellate court, in the  
41 same manner as would a person aggrieved by a decision of an associate circuit judge under  
42 section 535.110. The procedures for perfecting the right of [a trial de novo or] an appeal shall  
43 be the same as that provided pursuant to sections 512.180 to 512.320.

44           7. Any summons issued for the proceedings in the landlord-tenant court shall have a  
45 return date of ten days. The sheriff must attempt to serve any summons within four days of the  
46 date of issuance.

47           8. All costs to establish and operate a landlord-tenant court under this section shall be  
48 borne by the city of St. Louis.

535.210. 1. In the sixteenth judicial circuit, upon adoption of an ordinance by Jackson  
2 County providing for expenditure of county funds for such purpose, a majority of the circuit  
3 court judges, en banc, may establish a landlord-tenant court, which shall be a division of the  
4 circuit court, and may authorize the appointment of not more than two landlord-tenant court  
5 commissioners. The landlord-tenant court commissioners shall be appointed by a  
6 landlord-tenant court judicial commission consisting of the presiding judge of the circuit, who  
7 shall be the chair, one circuit judge elected by the circuit judges, one associate circuit judge  
8 elected by the associate circuit judges of the circuit, and two members appointed by the county  
9 executive of Jackson County, each of whom shall represent one of the two political parties  
10 casting the highest number of votes at the next preceding gubernatorial election. The procedures  
11 and operations of the landlord-tenant court judicial commission shall be established by circuit  
12 court rule.

13           2. Landlord-tenant commissioners may be authorized to hear in the first instance disputes  
14 involving landlords and their tenants. Landlord-tenant commissioners shall be authorized to  
15 make findings of fact and conclusions of law, and to issue orders for the payment of money, for

16 the giving or taking of possession of residential property and any other equitable relief necessary  
17 to resolve disputes governed by the laws in chapters 441, 524, 534, and this chapter.  
18 Landlord-tenant commissioners may not, by ex parte means, hear cases and issue orders.

19 3. Landlord-tenant commissioners shall be licensed to practice law in this state and shall  
20 serve at the pleasure of a majority of the circuit and associate circuit judges, en banc, and shall  
21 be residents of Jackson County, and shall receive as annual compensation an amount equal to  
22 one-third of the annual compensation of an associate circuit judge. Landlord-tenant  
23 commissioners shall not accept or handle cases in their practice of law which are inconsistent  
24 with their duties as a landlord-tenant commissioner and shall not be a judge or prosecutor for any  
25 other court. Landlord-tenant commissioners shall not be considered state employees and shall  
26 not be members of the state employees' or judicial retirement system or be eligible to receive any  
27 other employment benefit accorded state employees or judges.

28 4. A majority of the judges of the circuit court, en banc, shall establish operating  
29 procedures for the landlord-tenant court. Proceedings in the landlord-tenant court, shall be  
30 conducted as in cases tried before an associate circuit judge. The hearing shall be before a  
31 landlord-tenant commissioner without jury, and the commissioner shall assume an affirmative  
32 duty to determine the merits of the evidence presented and the defenses of the defendant and may  
33 question parties and witnesses. Clerks and computer personnel shall be assigned as needed for  
34 the efficient operation of the court.

35 5. The parties to a cause of action before a commissioner of the landlord-tenant court are  
36 entitled to file with the court a motion for a hearing in associate circuit court within ten days after  
37 the mailing, or within ten days after service.

38 6. Operating procedures shall be provided for electronic recording of proceedings at  
39 county expense. Any person aggrieved by a judgment in a case decided under this section shall  
40 have a right to [a trial de novo in circuit court, or] an appeal to the appropriate appellate court,  
41 in the same manner as would a person aggrieved by a decision of an associate circuit judge under  
42 section 535.110. The procedures for perfecting the right of [a trial de novo or] **an** appeal shall  
43 be the same as that provided pursuant to sections 512.180 to 512.320.

44 7. Any summons issued for the proceedings in the landlord-tenant court shall have a  
45 return date of ten days from the date of service. The sheriff must attempt to serve any summons  
46 within four days of the date of issuance.

47 8. All costs to establish and operate a landlord-tenant court under this section shall be  
48 borne by Jackson County.

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

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

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

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

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

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

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

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

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

24 5. If the landlord wrongfully withholds all or any portion of the security deposit in  
25 violation of this section, the tenant shall recover as damages not more than twice the amount  
26 wrongfully withheld.

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

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

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