

House _____ Amendment NO. _____

Offered By

1 AMEND House Committee Substitute for Senate Substitute for Senate Committee Substitute for
2 Senate Bill No. 67, Page 1, in the Title, Line 2, by deleting the words "court costs" and inserting in
3 lieu thereof "judiciary"; and

4
5 Further amend said bill, Section 488.2258, Page 4, Line 42, by inserting the following after all of
6 said line:

7
8 "535.300. 1. A landlord may not demand or receive a security deposit in excess of two
9 months' rent.

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

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

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

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

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

20 (2) To restore the dwelling unit to its condition at the commencement of the tenancy,
21 ordinary wear and tear excepted; provided, however, that this term does not preclude a landlord and
22 tenant from agreeing, in the rental agreement between them, upon amounts or fees to be charged for
23 specific services that may be required to return the premises to its condition at the commencement of
24 the tenancy including, but not limited to, cleaning of the carpet, flooring, walls, or windows; or

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

28 4. The landlord shall give the tenant or his representative reasonable notice in writing at his
29 last known address or in person of the date and time when the landlord will inspect the dwelling unit
30 following the termination of the rental agreement to determine the amount of the security deposit to
31 be withheld, and the inspection shall be held at a reasonable time. The tenant shall have the right to

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1 be present at the inspection of the dwelling unit at the time and date scheduled by the landlord.

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

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

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

12
13 Further amend said bill by amending the title, enacting clause, and intersectional references
14 accordingly.