

SECOND REGULAR SESSION

HOUSE BILL NO. 1401

99TH GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE DEGROOT.

4899H.011

D. ADAM CRUMBLISS, Chief Clerk

AN ACT

To repeal section 441.234, RSMo, and to enact in lieu thereof one new section relating to habitability of rental property.

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

Section A. Section 441.234, RSMo, is repealed and one new section enacted in lieu thereof, to be known as section 441.234, to read as follows:

441.234. 1. The provisions of **subsections 2 and 3 of** this section shall apply only to a tenant who has lawfully resided on the rental premises for six consecutive months, has paid all rent and charges due the landlord during that time, and did not during that time receive any written notice from the landlord of any violation of any lease provision or house rule, which violation was not subsequently cured.

2. If there exists a condition on residential premises which detrimentally affects the habitability, sanitation or security of the premises, and the condition constitutes a violation of a local municipal housing or building code, and the reasonable cost to correct the condition is less than three hundred dollars, or one-half of the periodic rent, whichever is greater, provided that the cost may not exceed one month's rent, the tenant may notify the landlord of the tenant's intention to correct the condition at the landlord's expense. If the landlord fails to correct the condition within fourteen days after being notified by the tenant in writing or as promptly as required in case of an emergency, the tenant may cause the work to be done in a workmanlike manner and, after submitting to the landlord an itemized statement, including receipts, deduct from the rent the actual and reasonable cost of the work, as documented by the receipts, not exceeding the amount specified in this subsection; provided, however, if the landlord provides to the tenant within said notice period a written statement disputing the necessity of the repair, then the tenant may not deduct the cost of the repair from the rent without securing, before the

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.

19 repair is performed, a written certification from the local municipality or government entity that
20 the condition requiring repair constitutes a violation of local municipal housing or building code.
21 In the event of such certification, the tenant may cause the work to be done as described herein
22 if the landlord fails to correct the condition within fourteen days after the date of said
23 certification or the date of the notice from the tenant, whichever is later, or as promptly as
24 required in case of an emergency. The tenant's remedy provided herein is not exclusive of any
25 other remedies which may be available to the tenant under the law. No lease agreement shall
26 contain a waiver of the rights described in this section.

27 3. A tenant may not repair at the landlord's expense if the condition was caused by the
28 deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other
29 person on the premises with tenant's consent. A tenant may not deduct in the aggregate more
30 than the amount of one month's rent during any twelve-month period.

31 **4. Upon assertion by a tenant of an affirmative defense of a breach of an implied**
32 **warranty of habitability and the tenant retains possession of the premises, the tenant or**
33 **counsel for the tenant shall deposit any then-owed rent into the court's depository and shall**
34 **continue to deposit any rent that would otherwise be due in accordance with the lease, on**
35 **the due date of the lease, and each subsequent due date, during the course of litigation and**
36 **until otherwise ordered by the court. Failure to pay rent into the court depository as**
37 **specified shall be grounds for the court to issue a judgment for possession of the premises**
38 **and unpaid rent and other charges, absent some other meritorious defense asserted by the**
39 **tenant. However, if the tenant is receiving housing assistance program benefits, the tenant**
40 **shall be required to deposit only that portion of the rent under the program agreement and**
41 **the balance of the rent shall be processed in accordance with the rules of the Department**
42 **of Housing and Urban Development. For any tenant receiving housing assistance program**
43 **benefits, if conditions in the tenant's unit, building, or at the site pose an immediate,**
44 **verifiable threat to life, health, or safety of the tenant or family member, such tenant shall**
45 **qualify for an emergency transfer in accordance with the rules of the Department of**
46 **Housing and Urban Development.**

47 **5. A claim of a breach of an implied warranty of habitability requires all of the**
48 **following:**

49 **(1) A lease for residential property;**

50 **(2) The development of an insanitary or dangerous condition that materially affects**
51 **the life, health, or safety of the tenant;**

52 **(3) Reasonable notice of the condition to the landlord and any third-party payer**
53 **of any portion of the rent; and**

54 **(4) A failure of the landlord to fix the condition.**

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