

SENATE SUBSTITUTE
FOR
SENATE COMMITTEE SUBSTITUTE
FOR
HOUSE COMMITTEE SUBSTITUTE
FOR
HOUSE BILL NO. 1862

AN ACT

To repeal sections 534.350, 534.360, 535.030, 535.110, 535.160, and 535.300, RSMo, and to enact in lieu thereof five new sections relating to landlords and tenants.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF MISSOURI,
AS FOLLOWS:

1 Section A. Sections 534.350, 534.360, 535.030, 535.110,
2 535.160, and 535.300, RSMo, are repealed and five new sections
3 enacted in lieu thereof, to be known as sections 534.350,
4 535.030, 535.110, 535.160, and 535.300, to read as follows:
5 534.350. The judge rendering judgment in any such cause may
6 issue execution at any time after judgment, but such execution
7 shall not be levied until after the expiration of the time
8 allowed for the taking of an appeal, except [as in the next
9 succeeding section is provided:] execution for the purpose of
10 restoring possession shall be issued no sooner than ten days
11 after the judgment. However, the execution for purposes of
12 restoring possession shall be stayed pending an appeal if the
13 losing party posts an appeal bond.

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

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

27 3. If the plaintiff does not request service of the
28 original summons by posting and mailing as provided in subsection

1 2 of this section, and if the officer, or other person empowered
2 to execute the summons, makes return that the defendant is not
3 found, or that the defendant has absconded or vacated the
4 defendant's usual place of abode in this state, the plaintiff may
5 request the issuance of an alias summons and service of the same
6 by posting and mailing in the time and manner provided in
7 subsection 2 of this section. In addition, the plaintiff or an
8 agent of the plaintiff who is at least eighteen years of age may
9 serve the summons by posting and mailing a copy of the summons in
10 the time and manner provided in subsection 2 of this section.
11 Upon proof by affidavit of the posting and of the mailing of a
12 copy of the summons or alias summons and the complaint, the judge
13 shall proceed to hear the case as if there had been personal
14 service, and judgment shall be rendered and proceedings had as in
15 other cases, except that no money judgment shall be granted the
16 plaintiff where the defendant is in default and service is by the
17 posting and mailing procedure provided in subsection 2 of this
18 section.

19 4. [On the date judgment is rendered as provided in this
20 section where the defendant is in default, the clerk of the court
21 shall mail to the defendant at the defendant's last known address
22 by ordinary mail a notice informing the defendant of the judgment
23 and the date it was entered, and stating that] The defendant has
24 ten days from the date of the judgment to file a motion to set
25 aside the judgment [in the circuit court, as the case may be,]
26 and [that] unless the judgment is set aside within ten days, the
27 judgment for possession will become final and the defendant will
28 be subject to eviction from the premises without further notice.

1 On the date judgment is rendered if the defendant is in default,
2 the clerk of the court shall mail to the defendant at the
3 defendant's last known address by ordinary mail a notice
4 informing the defendant of the foregoing.

5 535.110. Applications for appeals shall be allowed and
6 conducted in the manner provided as in other civil cases; but no
7 application for an appeal shall stay execution unless the
8 defendant give bond, with security sufficient to secure the
9 payment of all damages, costs and rent then due, [and with
10 condition to stay waste and to pay all subsequently accruing
11 rent, if any,] into court within ten days [after it becomes due,]
12 after an entry of the judgment by the trial court, all other
13 provisions of law to the contrary notwithstanding. Additional
14 conditions of the appeal bond shall be to stay waste and to pay
15 all subsequently accruing rent, if any, into court within ten
16 days after it becomes due, pending determination of the appeal.
17 Execution for the purposes of restoring possession shall be
18 stayed pending an appeal if the losing party posts a sufficient
19 appeal bond.

20 535.160. If the defendant, on the date any money judgment
21 is given in any action pursuant to this chapter, either tenders
22 to the landlord, or brings into the court where the suit is
23 pending, all the rent then in arrears, and all the costs, further
24 proceedings in the action shall cease and be stayed. If on any
25 date after the date of any original trial, but before the
26 judgment becomes final, the defendant shall satisfy such money
27 judgment and pay all costs, any execution for possession of the
28 subject premises shall cease and be stayed; except that the

1 landlord shall not thereby be precluded from making application
2 for appeal from such money judgment. If for any reason no money
3 judgment is entered against the defendant and judgment for the
4 plaintiff is limited only to possession of the subject premises,
5 no stay of execution shall be had, except as provided by the
6 provisions of section 535.110 or the rules of civil procedure or
7 by agreement of the parties.

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

10 2. All security deposits shall be held by the landlord for
11 the tenant, who is a party to the rental agreement, in a bank,
12 credit union, or depository institution which is insured by an
13 agency of the federal government. Security deposits shall not be
14 commingled with other funds of the landlord. All security
15 deposits shall be held in a trust established by the landlord and
16 deposited in a bank, credit union, or depository institution
17 account in the name of the trustee. Any interest earned on a
18 security deposit shall be the property of the landlord. A
19 landlord licensed under and subject to the requirements of
20 chapter 339, in lieu of complying with this subsection, shall
21 maintain all tenant security deposits in a bank, credit union,
22 financial or depository institution account, and shall not
23 commingle such security deposits with other funds of the landlord
24 except as provided in section 339.105. A housing authority
25 created under section 99.040 or any other government entity
26 acting as a landlord shall not be subject to this subsection.

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

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

8 [3.] 4. The landlord may withhold from the security deposit
9 only such amounts as are reasonably necessary for the following
10 reasons:

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

13 (2) To restore the dwelling unit to its condition at the
14 commencement of the tenancy, ordinary wear and tear excepted;
15 provided, however, that this subdivision does not preclude a
16 landlord and tenant from agreeing, in the rental agreement
17 between them, upon amounts or fees to be charged for cleaning of
18 the carpet, and such amounts actually expended for carpet
19 cleaning can be withheld from the security deposit. Within
20 thirty days of the end of the tenancy, the landlord shall provide
21 the tenant a receipt for the actual carpet cleaning costs; or

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

27 [4.] 5. The landlord shall give the tenant or his
28 representative reasonable notice in writing at his last known

1 address or in person of the date and time when the landlord will
2 inspect the dwelling unit following the termination of the rental
3 agreement to determine the amount of the security deposit to be
4 withheld, and the inspection shall be held at a reasonable time.
5 The tenant shall have the right to be present at the inspection
6 of the dwelling unit at the time and date scheduled by the
7 landlord.

8 [5.] 6. If the landlord wrongfully withholds all or any
9 portion of the security deposit in violation of this section, the
10 tenant shall recover as damages [not more than] twice the amount
11 wrongfully withheld.

12 [6.] 7. Nothing in this section shall be construed to limit
13 the right of the landlord to recover actual damages in excess of
14 the security deposit, or to permit a tenant to apply or deduct
15 any portion of the security deposit at any time in lieu of
16 payment of rent.

17 [7.] 8. As used in this section, the term "security
18 deposit" means any deposit of money or property, however
19 denominated, which is furnished by a tenant to a landlord to
20 secure the performance of any part of the rental agreement,
21 including damages to the dwelling unit. This term does not
22 include any money or property denominated as a deposit for a pet
23 on the premises.

24 [534.360. If it shall appear to the officer
25 having charge of the execution that the defendant
26 therein is about to remove, conceal or dispose of his
27 property, so as to hinder or delay the levy, the rents
28 and profits, damages and costs may be levied before the
29 expiration of the time allowed for taking an appeal.]
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