

FIRST EXTRAORDINARY SESSION OF THE
SECOND REGULAR SESSION

HOUSE BILL NO. 69

100TH GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE MACKEY.

5864H.011

DANA RADEMAN MILLER, Chief Clerk

AN ACT

To amend chapter 441, RSMo, by adding thereto one new section relating to lessees and tenants affected by COVID-19.

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

Section A. Chapter 441, RSMo, is amended by adding thereto one new section, to be
2 known as section 441.411, to read as follows:

441.411. 1. As used in this section, the following terms mean:

2 **(1) "COVID-19", the international outbreak of respiratory disease named**
3 **"coronavirus disease 2019", abbreviated as "COVID-19", caused by the new coronavirus**
4 **named "SARS-CoV-2";**

5 **(2) "COVID-19 affected lessee", any lessee who suffers a financial impact caused**
6 **directly by the COVID-19 emergency to such an extent that the lessee is unable to fulfill**
7 **the lessee's financial obligations under a lease;**

8 **(3) "COVID-19 affected tenant", any tenant who suffers a financial impact caused**
9 **directly by the COVID-19 emergency to such an extent that the tenant is unable to fulfill**
10 **the tenant's financial obligations under a lease;**

11 **(4) "COVID-19 emergency", the state of emergency existing because of the**
12 **presence and spread of COVID-19 that was declared by the governor on March 13, 2020,**
13 **in executive order 20-02 and extended to June 15, 2020, in executive order 20-09;**

14 **(5) "Nonessential eviction":**

15 **(a) An eviction:**

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.

- 16 a. For nonpayment of rent;
- 17 b. Resulting from a foreclosure;
- 18 c. For no fault or no cause; or
- 19 d. For cause that does not involve or include allegations of:
- 20 (i) Criminal activity that may impact the health or safety of other residents, health
- 21 care workers, emergency personnel, persons lawfully on the subject property, or the
- 22 general public; or
- 23 (ii) Lease violations that may impact the health or safety of other residents, health
- 24 care workers, emergency personnel, persons lawfully on the subject property, or the
- 25 general public;
- 26 (b) "Nonessential eviction" shall not include an eviction for a small business
- 27 premises unit on account of the expiration of the term of a lease or tenancy or a default by
- 28 the tenant of a small business premises unit under the terms of its lease or tenancy that
- 29 occurred before the declaration of the COVID-19 emergency;
- 30 (6) "Small business premises unit", a premises occupied by a tenant for commercial
- 31 purposes, whether for-profit or not-for-profit. "Small business premises unit" shall not
- 32 include a premises occupied by a tenant if the tenant or a lessee that controls, is controlled
- 33 by, or is in common control with the tenant:
- 34 (a) Operates multistate;
- 35 (b) Operates internationally;
- 36 (c) Is publicly traded; or
- 37 (d) Has one hundred fifty or more full-time equivalent employees.
- 38 2. Except as provided in this section, no landlord shall:
- 39 (1) Increase the amount of rent due on any premises leased by any COVID-19
- 40 affected lessee or occupied by any COVID-19 affected tenant; or
- 41 (2) Begin any nonessential eviction proceeding provided by law against any
- 42 COVID-19 affected lessee or COVID-19 affected tenant.
- 43 3. Any lessee or tenant who meets the qualifications for a COVID-19 affected lessee
- 44 or COVID-19 affected tenant shall provide to the landlord written notice and
- 45 documentation of the financial impact suffered within thirty days after the documentation
- 46 becomes available to the lessee or tenant.
- 47 4. (1) A deadline or time period for any action by a party to a nonessential eviction
- 48 of a COVID-19 affected tenant for a residential dwelling unit or small business premises
- 49 unit, whether such deadline or time period was established before or after the effective date
- 50 of this act, shall be tolled.

51 **(2) Any deadline or time period tolled under this section shall begin to run upon**
52 **the expiration date of this section.**

53 **5. No landlord shall impose a late fee for delinquency or nonpayment of rent for**
54 **a residential dwelling unit or a small business premises unit or furnish rental payment data**
55 **to a consumer reporting agency related to the nonpayment of rent if, within thirty days**
56 **after the missed rent payment, the tenant provides notice and documentation to the**
57 **landlord that the nonpayment of rent was because of a financial impact caused directly by**
58 **the COVID-19 emergency.**

59 **6. Nothing in this section shall be construed to relieve a COVID-19 affected lessee**
60 **or COVID-19 affected tenant from the obligation to pay rent or restrict a landlord's ability**
61 **to recover rent.**

62 **7. This section shall expire one year after the date on which the COVID-19**
63 **emergency expires without extension.**

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