

FIRST REGULAR SESSION

SENATE BILL NO. 289

99TH GENERAL ASSEMBLY

INTRODUCED BY SENATOR NASHEED.

Read 1st time January 11, 2017, and ordered printed.

ADRIANE D. CROUSE, Secretary.

1039S.04I

AN ACT

To amend chapter 455, RSMo, by adding thereto three new sections relating to rental agreements of victims of certain types of abuse.

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

Section A. Chapter 455, RSMo, is amended by adding thereto three new sections, to be known as sections 455.100, 455.102, and 455.105, to read as follows:

455.100. 1. For the purposes of sections 455.100 to 455.105 the following terms shall mean:

(1) "Landlord", the owner or lessor of the premises or a person authorized by the owner to exercise any aspect of the management of the premises;

(2) "Lease", a written or oral agreement for the use or possession of the premises;

(3) "Premises", all types of real property under the terms of a lease used or intended for use primarily as a dwelling, including a house, apartment, condominium, manufactured home, and mobile home;

(4) "Qualified third party", any of the following people acting in his or her official capacity:

(a) Law enforcement officer;

(b) Appropriate medical provider as defined in section 595.220;

(c) Circuit or associate circuit judge;

(d) Employee of a rape crisis center;

(5) "Rent", a stated payment for the temporary possession or use of real property made at fixed intervals by a tenant to a landlord;

(6) "Tenant", any person who occupies the premises with the landlord's written or oral consent, including persons not named in the

21 lease;

22 (7) "Tenant screening service", a service which uses a consumer
23 report or other information about a prospective tenant to assist in
24 making a decision as to whether to make or accept an offer for a lease
25 of the premises to or from a prospective tenant.

26 2. If a tenant or his or her dependent is the victim of domestic
27 violence, sexual assault, or stalking then the tenant may terminate a
28 lease and quit the premises upon providing the landlord written notice
29 and one of the following:

30 (1) A copy of any order of protection issued for the tenant or the
31 tenant's dependent pursuant to this chapter; or

32 (2) A written record of a report signed by a qualified third party
33 that the tenant or his or her dependent was the victim of domestic
34 violence, sexual assault, or stalking;

35 within ninety days of the reported act, event, or circumstance that gave
36 rise to the protective order or report signed by a qualified third party.

37 3. The qualified third party shall keep a copy of the written
38 record of the report required under subdivision (2) of subsection 2 of
39 this section. The report shall be signed and dated by the qualified
40 third party and state the following:

41 (1) That the tenant or the tenant's dependent notified the
42 qualified third party that the tenant or the tenant's dependent was a
43 victim of domestic violence, sexual assault, or stalking;

44 (2) The time and date the act or acts occurred;

45 (3) The location where the act or acts occurred; and

46 (4) A brief description of the act or acts.

47 4. When a copy of an order of protection or a written record of
48 a report signed by a qualified third party, along with a written notice
49 to terminate the lease and quit the premises, is made available to the
50 landlord in accordance with subsection 2 of this section, then the
51 tenant's rights and obligations under the lease are terminated and the
52 tenant shall vacate the dwelling and avoid liability for future rent and
53 shall not incur early termination penalties or fees.

54 5. The tenant who terminates a lease under this section is
55 discharged from the payment of rent for any period following the last
56 day of the month of the quitting date. Notwithstanding lease provisions
57 that allow for forfeiture of a deposit for early termination, a tenant

58 who terminates the lease under this section is entitled to the return of
59 the full deposit, subject to section 535.300.

455.102. 1. If a tenant or his or her dependent is a victim of
2 domestic violence, sexual assault, or stalking by a landlord or his or
3 her employee or agent, the tenant may change or add locks to the
4 tenant's premises at the tenant's expense, provided that within seven
5 days of changing or adding locks, the tenant shall deliver to the
6 landlord by mail, fax, or personal delivery by a third party the
7 following:

8 (1) Written notice that the tenant has changed or added locks;
9 and

10 (2) A copy of any order of protection issued for the tenant or the
11 tenant's dependent pursuant to this chapter or a written record of a
12 report signed by a qualified third party that the tenant or his or her
13 dependent was the victim of domestic violence, sexual assault, or
14 stalking. The written report shall be in the form described in
15 subsection 3 of section 455.100.

16 2. After the tenant provides notice to the landlord that the
17 tenant has changed or added locks, the tenant's lease shall
18 automatically terminate on the ninetieth day after providing such
19 notice and the landlord shall have the right to reenter and take
20 possession of the premises, unless:

21 (1) Within sixty days of providing notice that the tenant has
22 changed or added locks, the tenant notifies the landlord in writing that
23 the tenant does not intend to terminate his or her lease. If the
24 perpetrator was an employee or agent of the landlord, has been
25 identified by the qualified third party, and is no longer an employee or
26 agent of the landlord and does not reside at the property, the tenant
27 shall provide the landlord with a copy of the key to the new locks at
28 the same time as providing notice that the tenant does not intend to
29 terminate his or her lease. A tenant who has an order of protection
30 against the landlord or against an employee or agent of the landlord is
31 not required to provide a key to the new locks until the order expires
32 or the tenant vacates; or

33 (2) The tenant exercises his or her rights to terminate the lease
34 under section 455.100 within sixty days of providing notice that the
35 tenant has changed or added locks.

36 **3. The exercise of rights to change or add locks under this**
37 **section shall not discharge the tenant from the payment of rent until**
38 **the lease is terminated and the tenant vacates the premises.**

39 **4. Upon vacating the premises, the tenant shall deliver the key**
40 **and all copies of the key to the landlord by mail or personal delivery**
41 **by a third party.**

455.105. 1. A tenant screening service shall not disclose the
2 **status of a tenant, prospective tenant, or any dependent of such tenant**
3 **or prospective tenant as a victim of domestic violence, sexual assault,**
4 **or stalking, or knowingly disclose that a tenant, prospective tenant, or**
5 **dependent of such tenant or prospective tenant has previously**
6 **terminated a lease under section 455.100 or changed or added locks**
7 **under section 455.102.**

8 **2. A landlord shall not terminate a lease, fail to renew a lease, or**
9 **refuse to enter into a lease based on the status of a tenant, prospective**
10 **tenant, or any dependent of a tenant or prospective tenant as a victim**
11 **of domestic violence, sexual assault, or stalking, or based on the tenant,**
12 **prospective tenant, or dependent of a tenant or prospective tenant**
13 **having terminated a lease under section 455.100 or changed or added**
14 **locks under section 455.102.**

15 **3. A landlord who terminates a lease, fails to renew a lease, or**
16 **refuses to enter into a lease in violation of subsection 2 of this section**
17 **may be liable to the tenant or prospective tenant in a civil action for**
18 **damages sustained by the tenant or prospective tenant. The prevailing**
19 **party may also recover court costs and reasonable attorneys' fees.**

20 **4. The provisions of this section shall not prohibit any adverse**
21 **housing decisions based upon other lawful factors within the landlord's**
22 **knowledge or prohibit volunteer disclosure by a tenant or prospective**
23 **tenant of any victim circumstances.**

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