Missouri's Landlord-Tenant Law

The rights & responsibilities of landlords & tenants

Introduction

Disputes between landlords and tenants are common, and many could be avoided if both parties better understood Missouri law and were more aware of their rights and responsibilities.

To help Missourians become better informed, I am glad to provide this basic guide on Missouri's Landlord-Tenant Law and the rental process.

Sincerely,

Chris Koster
Attorney General

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General Obligations

Landlord-tenant disputes are a common occurrence in the renting process. Some of these disputes could be avoided if landlords and tenants were aware of their rights and responsibilities.

Tenants should:

- Pay rent on time.
- Use reasonable care and not damage property.
- Properly dispose of garbage.
- Refrain from taking on additional occupants or subleasing without the landlord's written permission.

Landlords should:

- Make property habitable before tenants move in.
- Make and pay for repairs due to ordinary wear and tear.
- Refrain from turning off a tenant's water, electricity or gas.
- Provide written notice to tenants when ownership of the property is transferred to a new landlord.
- Not unlawfully discriminate.

PUT IT IN WRITING

The best way to avoid later problems is to address issues in a lease. Put it in writing who has to mow the lawn, fix a clogged sink or pay the utility bills.

Missouri's Law

Missouri's landlord-tenant laws offer protection for tenants renting from unresponsive landlords as well as options for landlords to get rid of drug dealers, destructive tenants and persons unlawfully occupying a premises.

State statutes:

- Authorize county courts to order the quick removal of tenants involved in drug-related criminal activity or violence even when there is no arrest, and persons occupying the property without the landlord's permission. Prior written notice is not required.
- Allow landlords to remove abandoned personal items once they have complied with notice requirements.
- Make a landlord guilty of forcible entry for willfully interrupting utility service, unless it is done for health and safety reasons.
- Allow a tenant, under certain circumstances and after giving a landlord 14 days' notice, to deduct one-half month's rent or up to $300 (whichever is greater) for repair of code violations when a landlord neglects property.
- Allow a landlord to double the rent when a tenant lets another person take over the premises without the landlord's permission.
- Limit occupancy to two persons per bedroom except for children born during the lease period.

MOBILE HOME LOTS

The law requires landlords to give 60 days' notice before terminating leases for mobile home lots when the lease is for less than one year.

The Lease

Renters are bound either by an oral or written agreement.

WRITTEN AGREEMENT

Written agreements are more common and better protect the tenant and the landlord.

When a lease is signed by both parties, it becomes a binding legal contract. If any party does not fulfill the terms of the lease, the person who defaults can be sued, which can be expensive.

A tenant is not excused from honoring a lease simply because he does not understand or did not read it.

When considering a written lease agreement, tenants should:

- Read the entire contract and ask questions or obtain a legal opinion about unclear provisions.
- Ask for changes. If tenants dislike certain provisions in the lease, they have the right to ask landlords to amend the lease with written changes.
  A landlord has the right to refuse the requested change, and the tenant must then decide whether to sign the lease.
- Do not rely on verbal statements. All promises and agreements should be in writing for your protection.s

BASIC LEASE PROVISIONS

At a minimum the lease should include:

- Landlord's name, address and phone number.
- Address of rental property.
- Amount of monthly rent.

- Rent due date and grace period (if any).
- Amount of security deposit and conditions for its return.
- Length of lease.

OTHER QUESTIONS

Before renting, tenants might get other questions answered or address them in the lease:

- Who will pay for electricity, gas and water?
- What repairs and cleaning will the landlord do?
- What is the policy on keeping pets?
- Are fees charged for late payments?
- Who takes cares of the yard and removes snow?

An oral agreement obligates the landlord and tenant for only one month. A landlord can evict the tenant or raise rent with only one month's notice. Likewise, the tenant can give notice to vacate on one month's notice.

(One month's notice means a full calendar month, and must include a full rental period. For example: If your rent is due on the third day of the month, your rental period runs from the third of the month to the third of the following month.)

The tenant or landlord must give written notice to terminate the tenancy.

Oral notice from either party to the other is not valid.

A LEASE FOR ONE YEAR OR MORE MUST BE WRITTEN AND SIGNED BY THE TENANT AND LANDLORD.

LANDLORD CAN END LEASE

A landlord can end a lease:

- When a tenant doesn't pay rent.
- At the end of a written lease.
- When a tenant damages property.
- When a tenant violates a condition of a written lease.
- When a tenant is involved in criminal activity.

Expiration of Lease

Leases specify a date on which the tenant must move. Neither the landlord nor tenant is required to give notice.

Some leases contain an automatic renewal clause. These are automatically renewed unless the tenant notifies the landlord he will move when the lease ends.

Any agreement between a tenant and landlord allowing the tenant to stay after the lease ends should be in writing. Otherwise if there is a disagreement, the tenant may be charged double rent.

MILITARY PERSONNEL PROVISIONS

Active-duty members of the armed forces may end a lease with 15 days' notice if they:

- Receive a permanent change of station.
- Receive temporary duty orders to a station at least 25 miles away for 90 days or more.
- Are discharged or released from active duty.
- Are ordered to live in government-supplied quarters.

Under these conditions, a tenant is entitled to a full refund of the security deposit if other lease provisions have been met. Tenants in the military may have additional rights under the Service Members Civil Relief Act.

CYBER LAW

You can find the state statutes at www.moga.mo.gov/. Chapters 441, 534 and 535 address landlord-tenant issues.

Subleasing

If a tenant wishes to move out before a lease ends, he may choose to sublease. This means leasing your lease to another person who moves in and pays rent to you or to the landlord.

Before subleasing to another individual, the tenant must get the landlord's approval. Missouri law allows the landlord to double the amount of rent if a tenant subleases without approval.

If you sublease, you still are responsible to your landlord for the original lease payments and other terms. You can be held responsible for any problems created by the new tenant.

If a tenant needs to move out before the lease terminates, the lease may be canceled only if the landlord agrees. The tenant and landlord should sign a statement that the lease has been canceled by mutual agreement.

Bottom Line: You need a written agreement to sublease or cancel your lease.

Security Deposit

Under Missouri law, a landlord cannot charge more than two months' rent as a security deposit.

At the end of the lease, the landlord has 30 days to return the security deposit with an itemized list of damages for which any portion of the deposit is kept.

During that 30-day period, the landlord must provide reasonable notice to the tenant of the time and date when the landlord plans to inspect the dwelling.

The tenant has the right to be present during the move-out inspection, which must be conducted at a reasonable time.

To avoid last-minute problems, tenants should ask the landlord in what condition he expects the unit to be left. Then allow plenty of time for cleaning.

The landlord may keep all or part of a deposit to pay for actual damages (not for normal wear and tear), unpaid rent, or lost rent due to the tenant moving out without adequate notice.

The tenant may not use the security deposit to pay the last month's rent.

Remember to give the landlord your forwarding address in writing. Otherwise, he may not be able to send your deposit. (When moving, it is also a good idea to provide a "forwarding order" to the post office.)

If the landlord has wrongfully withheld all or part of a deposit, the tenant may sue to recover up to twice the amount wrongfully withheld.

Repairs

One way to avoid problems with repairs is to have a written agreement, preferably in your lease. The agreement should state which repairs are the landlord's responsibility and which are the tenant's.

The landlord should be responsible for repairs caused by ordinary wear and tear and natural forces such as the weather. Tenants should pay for damages resulting from their own negligence or the negligence of a guest.

If repairs are needed, ask the landlord to make repairs within a reasonable period of time. If repairs are not made, make a written request for the necessary repairs and keep a copy of the letter.

If the repairs still are not made, the tenant may seek legal assistance. If the dwelling becomes unsafe due to the repair problems, the tenant should contact local health or housing authorities.

If a tenant withholds rent payments until repairs are completed, the renter may be in violation of the lease and may be subject to eviction.

In most circumstances, a tenant has no right to withhold rent. Missouri law provides only a very narrow exception to this rule for dangerous or unsanitary conditions that a landlord fails to fix.

Only under these very limited circumstances may the tenant make the necessary repairs and deduct the cost from rent:

- The condition affects the sanitation, security or habitability of the property and violates city code

(If the landlord disputes this, a tenant must obtain written verification from city inspectors as to the code violation.)

- The tenant has lived on the property for at least six consecutive months.
- The tenant has paid all rent owed.
- The tenant is not in violation of the lease.
- The tenant has provided written notice to the landlord of the problem and the tenant's plan to fix it.
- The tenant has allowed at least 14 days for the landlord to respond to the notice.

If the landlord still does not fix the code violation within 14 days of receiving the city's notice, then the tenant can proceed with the repairs.

The amount of the repair must be verified by receipts. In most cases, the cost of repair must be less than $300 or one-half month's rent (whichever is greater).

Eviction

A landlord may not evict a tenant without a court order.

The landlord may begin eviction proceedings if a tenant:

- Damages property.
- Fails to pay rent.
- Violates the terms of the lease.
- Injures the lessor or another tenant.
- Allows drug-related criminal activity on the premises.
- Fails to vacate at the end of the lease term.
- Gambles illegally on the property.
- Allows a person to reside on the property whom the landlord has previously excluded.

A TENANT MAY SUE A LANDLORD IF ALL OR PART OF THE SECURITY DEPOSIT IS WRONGFULLY WITHHELD.

The tenant will receive a notice that an eviction lawsuit has been filed and will have the opportunity to be heard in court before any eviction.

Missouri law also allows landlords to remove persons who are not lawfully occupying the property.

Discrimination

Landlords cannot refuse to sell, rent, sublease or otherwise make housing available based on a renter's race, color, religion, sex, disability, familial status or national origin.

Landlords also cannot charge some individuals higher rent or falsely state that housing is not available for discriminatory reasons.

However, there are some exceptions to these rules. If you believe you have been a victim of housing discrimination, contact one of these agencies:

Missouri Human Rights Commission
Toll-free: 877-781-4236
Jefferson City: 573-751-3325
St. Louis: 314-340-7590

U.S. Department of Housing and Urban Development
Housing Discrimination Hotline: 800-669-9777

Metropolitan St. Louis Equal Housing Opportunity Council
For residents of St. Louis city and St. Louis, St. Charles, Franklin and Jefferson counties: 314-534-5800 or 800-555-3951

Publications

The Missouri Attorney General's Office publishes information on a variety of topics. These brochures may be accessed at ago.mo.gov.

OFFICE OF ATTORNEY GENERAL
CHRIS KOSTER
PO Box 899
Jefferson City, MO 65102
573-751-3321
ago.mo.gov

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