

Missouri

Landlord - Tenant Laws Complete Guide



Missouri Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

Table of Contents

1. Security Deposit
2. Lease, Rent & Fees
3. Notices and Entry

Introduction

This comprehensive guide provides a complete overview of Missouri's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Missouri.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: 2x monthly rent

Legal Statute:

1. A landlord may not demand or receive a security deposit in excess of two months' rent.
2. All security deposits shall be held by the landlord for the tenant, who is a party to the rental agreement, in a bank, credit union, or depository institution which is insured by an agency of the federal government. Any interest earned on a security deposit shall be the property of the landlord. A housing authority created under section 99.040 or any other government entity acting as a landlord shall not be subject to this subsection.

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

(1) Return the full amount of the security deposit; or

(2) Furnish to the tenant a written itemized list of the damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit.

The landlord shall have complied with this subsection by mailing such statement and any payment to the last known address of the tenant.

4. The landlord may withhold from the security deposit only such amounts as are reasonably necessary for the following reasons:

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

(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted; provided, however, that this subdivision does not preclude a landlord and tenant from agreeing, in the rental agreement between them, upon amounts or fees to be charged for cleaning of the carpet, and such amounts actually expended for carpet cleaning can be withheld from the security deposit, so long as the rental agreement also includes a provision notifying the tenant that he or she may be liable for actual costs for carpet cleaning that exceed ordinary wear and tear, which may also be withheld from the security deposit. Within thirty days of the end of the tenancy, the landlord shall provide the tenant a receipt for the actual carpet cleaning costs; or

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

5. The landlord shall give the tenant or his representative reasonable notice in writing at his last known address or in person of the date and time when the landlord will inspect the dwelling unit following the termination of the rental agreement to determine the amount of the security deposit to be withheld, and the inspection shall be held at a reasonable time. The tenant shall have the right to be present at the inspection of the dwelling unit at the time and date scheduled by the landlord.

6. If the landlord wrongfully withholds all or any portion of the security deposit in violation of this section, the tenant shall recover as damages twice the amount wrongfully withheld.

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

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

§ 535.300, RSMo

Amended by 2018 Mo. Laws, SB 581,s A, eff. 8/28/2018.

Amended by 2016 Mo. Laws, HB 1862,s A, eff. 8/28/2016.

L. 1983 H.B. 175 § 1

Security Deposit Interest:

What This Means: Any interest earned is property of the landlord

Legal Statute:

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L. 1983 H.B. 175 § 1

Separate Security Deposit Bank Account:

What This Means: No statute

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 30 days of termination of tenancy.

Legal Statute:

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

2. All security deposits shall be held by the landlord for the tenant, who is a party to the rental agreement, in a bank, credit union, or depository institution which is insured by an agency of the federal government. Any interest earned on a security deposit shall be the property of the landlord. A housing authority created under section 99.040 or any other government entity acting as a landlord shall not be subject to this subsection.

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L. 1983 H.B. 175 § 1

Permitted Uses of the Deposit:

What This Means: Default rent, damages beyond regular wear and tear, damages sustained as a result of tenant terminating early.

Legal Statute:

1. A landlord may not demand or receive a security deposit in excess of two months' rent.
2. All security deposits shall be held by the landlord for the tenant, who is a party to the rental agreement, in a bank, credit union, or depository institution which is insured by an agency of the federal government. Any interest earned on a security deposit shall be the property of the landlord. A housing authority created under section 99.040 or any other government entity acting as a landlord shall not be subject to this subsection.
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Amended by 2018 Mo. Laws, SB 581,s A, eff. 8/28/2018.

Amended by 2016 Mo. Laws, HB 1862,s A, eff. 8/28/2016.

L. 1983 H.B. 175 § 1

Security Deposit can be Withheld:

What This Means: Yes

Legal Statute:

1. A landlord may not demand or receive a security deposit in excess of two months' rent.
2. All security deposits shall be held by the landlord for the tenant, who is a party to the rental agreement, in a bank, credit union, or depository institution which is insured by an agency of the federal government. Any interest earned on a security deposit shall be the property of the landlord. A housing authority created under section 99.040 or any other government entity acting as a landlord shall not be subject to this subsection.
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Amended by 2016 Mo. Laws, HB 1862,s A, eff. 8/28/2016.

L. 1983 H.B. 175 § 1

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes

Legal Statute:

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L. 1983 H.B. 175 § 1

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute

Legal Statute:

No content available

Security Deposit: Failure to Comply

What This Means: If landlord fails to comply then tenant may be eligible to recover damages twice the amount wrongfully withheld.

Legal Statute:

1. A landlord may not demand or receive a security deposit in excess of two months' rent.
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Amended by 2016 Mo. Laws, HB 1862,s A, eff. 8/28/2016.

L. 1983 H.B. 175 § 1

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: No statute. Usually it's due at the beginning of the term i.e beginning of the week, or month.

Legal Statute:

No content available

Payment Methods:

What This Means: No statute

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No statute. Usually it's one full term before the next payment is due depending on the contract.

Legal Statute:

No content available

Late Fees:

What This Means: No statute. Usually it needs to be stated in the lease.

Legal Statute:

No content available

Application Fees:

What This Means: No statute

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available

Returned Check Fees:

What This Means: \$25 for checks less than \$100. \$50 for checks between \$100-249. 10% of face amount as a fee not to exceed \$75.

Legal Statute:

1. A person commits the offense of passing a bad check when he or she: (1) With the purpose to defraud, makes, issues or passes a check or other similar sight order or any other form of presentment involving the transmission of account information for the payment of money, knowing that it will not be paid by the drawee, or that there is no such drawee; or (2) Makes, issues, or passes a check or other similar sight order or any other form of presentment involving the transmission of account information for the payment of money, knowing that there are insufficient funds in or on deposit with that account for the payment of such check, sight order, or other form of presentment involving the transmission of account information in full and all other checks, sight orders, or other forms of presentment involving the transmission of account information upon such funds then outstanding, or that there is no such account or no drawee and fails to pay the check or sight order or other form of presentment involving the transmission of account information within ten days after receiving actual notice in writing that it has not been paid because of insufficient funds or credit with the drawee or because there is no such drawee.

2. As used in subdivision (2) of subsection 1 of this section, \"actual notice in writing\" means notice of the nonpayment which is actually received by the defendant. Such notice may include the service of summons or warrant upon the defendant for the initiation of the prosecution of the check or checks which are the subject matter of the prosecution if the summons or warrant contains information of the ten-day period during which the instrument may be paid and that payment of the instrument within such ten-day period will result in dismissal of the charges. The

requirement of notice shall also be satisfied for written communications which are tendered to the defendant and which the defendant refuses to accept.

3. The face amounts of any bad checks passed pursuant to one course of conduct within any ten-day period may be aggregated in determining the grade of the offense.

4. The offense of passing bad checks is a class A misdemeanor, unless: (1) The face amount of the check or sight order or the aggregated amounts is seven hundred fifty dollars or more; or (2) The issuer had no account with the drawee or if there was no such drawee at the time the check or order was issued,

in which case passing a bad check is a class E felony.

5. In addition to all other costs and fees allowed by law, each prosecuting attorney or circuit attorney who takes any action pursuant to the provisions of this section shall collect from the issuer in such action an administrative handling cost. The cost shall be twenty-five dollars for checks of less than one hundred dollars, and fifty dollars for checks of one hundred dollars but less than two hundred fifty dollars. For checks of two hundred fifty dollars or more an additional fee of ten percent of the face amount shall be assessed, with a maximum fee for administrative handling costs not to exceed seventy-five dollars total. Notwithstanding the provisions of sections 50.525 to 50.745, the costs provided for in this subsection shall be deposited by the county treasurer into the administrative handling cost fund, established under section 559.100. Notwithstanding any law to the contrary, in addition to the administrative handling cost, the prosecuting attorney or circuit attorney shall collect an additional cost of five dollars per check for deposit to the Missouri office of prosecution services fund established in subsection 2 of section 56.765. All moneys collected pursuant to this section which are payable to the Missouri office of prosecution services fund shall be transmitted at least monthly by the county treasurer to the director of revenue who shall deposit the amount collected pursuant to the credit of the Missouri office of prosecution services fund under the procedure established pursuant to subsection 2 of section 56.765.

6. Notwithstanding any other provision of law to the contrary: (1) In addition to the administrative handling costs provided for in subsection 5 of this section, the prosecuting attorney or circuit attorney may collect from the issuer, in addition to the face amount of the check, a reasonable service charge, which along with the face amount of the check, shall be turned over to the party to whom the bad check was issued; (2) If a check that is dishonored or returned unpaid by a financial institution is not referred to the prosecuting attorney or circuit attorney for any action pursuant to the provisions of this section, the party to whom the check was issued, or his or her agent or assignee, or a holder, may collect from the issuer, in addition to the face amount of the check, a reasonable service charge, not to exceed twenty-five dollars, plus an amount equal to the actual charge by the depository institution for the return of each unpaid or dishonored instrument.

7. When any financial institution returns a dishonored check to the person who deposited such check, it shall be in substantially the same physical condition as when deposited, or in such

condition as to provide the person who deposited the check the information required to identify the person who wrote the check.

§ 570.120, RSMo

Amended by 2014 Mo. Laws, SB 491,s A, eff. 1/1/2017.

Amended by 2013 Mo. Laws, HB 215,s A, eff. 8/28/2013.

L. 1977 S.B. 60, A.L. 1989 S.B. 310, A.L. 1992 S.B. 705, A.L. 1993 S.B. 180, A.L. 2001 H.B. 80, A.L. 2002 H.B. 1888, A.L. 2005H.B. 353

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: No specific statute citing withholding rent. However, a tenant can file a petition with the gas or electric company to maintain service while the court solves the delinquent account.

Legal Statute:

1. For purposes of this section: (1) A "delinquency" exists when the owner, or his agent, of a master-metered multitenant dwelling fails to pay for heat-related utility services for such dwelling for such a period of time that the utility has lawfully provided to the owner or residents of the dwelling a written notice that heat-related utility service is subject to termination, and while the cause for such notice still exists; (2) "Electrical corporation" refers to an electrical corporation as defined in section 386.020; (3) "Gas corporation" refers to a gas corporation as defined in section 386.020; (4) "Heat-related utility service" refers to service provided by a gas corporation or an electrical corporation which is necessary to the proper function and operation of the space-heating equipment in a dwelling; (5) "Master-metered multitenant dwelling" refers to a residential dwelling containing two or more separate residential units, where heat-related utility services are measured by a common meter in a single building, or heat-related utility services are measured by individual meters with the owner responsible for payment for such utility services; and (6) "Owner" refers to the record owner or owners of the premises, an assignee of rents, lessee, agent, or any other person responsible for payment for heat-related utility service provided to the premises.

2. At least five days prior to termination of heat-related utility services to a master-metered multitenant dwelling, the gas corporation or electrical corporation shall notify the tenants of that dwelling of the existence of the delinquency, and of the tenants' right to initiate the receivership procedure by posting written notice in common areas of that dwelling in a location and manner likely to provide actual notice to such tenants.

3. Upon a delinquency at a master-metered multitenant dwelling which receives heat-related utility service from a gas corporation or electrical corporation, the gas corporation or electrical corporation or any tenant of the master-metered multitenant building may petition the associate circuit court of the county in which the dwelling is located for the appointment of a receiver of rents for use and occupancy of the affected dwelling. If the petition is filed by any tenant, such tenant shall immediately advise the gas corporation or electrical corporation in writing of the filing of such petition. Upon the filing of a petition in an associate circuit court stating that the heat-related utility service to a master-metered multitenant dwelling is delinquent, the court shall act as follows: (1) Within two days of the filing of the petition, the court shall issue an order to show cause why a receiver should not be appointed, which order shall be served upon the owner and upon the gas corporation or electrical corporation involved in the delinquency in a manner reasonably calculated to give notice of the initiation of the receivership procedure; (2) Within four days after the issuance of the order to show cause, the court shall hold a hearing and issue an order granting or denying the petition; (3) Upon a finding that a delinquency exists, and that the rentals at the master-metered multitenant dwelling are likely to be sufficient to cover the items specified in paragraphs (a) and (b) of subdivision (4) of subsection 5 of this section, the court shall appoint a receiver in accordance with sections 515.240 to 515.260*, who shall be a person at least twenty-one years of age and who shall not be the owner of the dwelling which is the subject of the petition for receivership.

4. Gas corporations and electrical corporations shall not terminate heat-related utility service to a master-metered multitenant dwelling due to nonpayment for utility service if a petition for a receivership related to its service filed pursuant to this section is before an associate circuit court and, if the petition has been filed by a tenant, the gas corporation or electrical corporation has received at least twenty-four hours prior written notice of the filing of such petition, or if a receivership related to its service is in existence pursuant to this section.

5. Upon appointment of a receiver pursuant to this section, the receiver shall: (1) Notify the tenants of the master-metered multitenant dwelling, by posting written notices in common areas of the dwelling, of the following information: (a) The fact that the court has appointed a receiver; (b) The identity and address of the receiver; (c) The means by which the receiver can be contacted; and (d) The manner by which rental payments shall be made; (2) Provide written notice to the gas corporation or electrical corporation which provides the service involved in the receivership of the following information: (a) The fact that the court has appointed a receiver; (b) The identity and address of the receiver; and (c) The means by which the receiver can be contacted; (3) Diligently seek to collect all rents or payments for use or occupancy of the master-metered multitenant dwelling from the tenants of the dwelling subject to the receivership; (4) Promptly disburse proceeds from the receivership according to the following priority: (a) First, the receiver shall pay all reasonable costs of the receivership as approved by the court; (b) Second, the receiver shall pay for the heat-related utility service or services provided on or after the creation of the receivership; (c) Third, amounts remaining after consideration of paragraphs (a) and (b) of this subdivision shall be utilized to reimburse the petitioner(s) for receivership for reasonable attorneys' fees and other reasonable costs and expenses incurred by such petitioner(s); (d) Fourth, if any amount is owed by the owner for the heat-related utility

service or services related to the creation of the receivership for service provided prior to the creation of the receivership, then one-half of any amount remaining after the payment of amounts under paragraphs (a), (b), and (c) of this subdivision shall be paid toward such amounts; and (e) Fifth, amounts remaining after compliance with paragraphs (a), (b), (c), and (d) of this subdivision shall be paid to the owner.

6. The owner of a master-metered multitenant dwelling for which a receiver has been appointed under this section shall be liable to the receiver for all reasonable costs incurred by the receiver, as determined by the court to be due the receiver.

7. A receivership established under this section shall be terminated if any of the following circumstances occur: (1) During any three-month period the proceeds paid from the receivership do not cover the items described in paragraphs (a) and (b) of subdivision (4) of subsection 5 of this section for the most similar corresponding three-month period; (2) The gas corporation or electrical corporation, at a hearing, shows that the reasonably expected proceeds from a receivership will not cover the reasonably expected costs of the receivership plus the reasonably expected costs of continuing to provide heat-related utility service; (3) Less than seventy-five percent of the tenants pay their rents for two consecutive rent payment periods; or (4) All outstanding amounts owed the gas corporation or electrical corporation have been paid. Upon the occurrence of the termination of a receivership pursuant to this subsection, the receiver shall make a complete accounting to the court, including a written statement of the reason for the termination of the receivership.

> 8. A gas corporation or electrical corporation that provides heat-related utility service which is the cause of a receivership created under this section, or the owner of the master-metered multitenant dwelling ** which is subject to such receivership, may, at any time: (1) Petition the court for termination of the receivership on the grounds that the reasonably expected proceeds of the receivership will not cover the reasonably expected costs of the receivership plus the reasonably expected cost of continuing to provide heat-related utility service; or (2) Petition the court for a change of receiver due to the failure of the existing receiver to promptly pay petitioner appropriate amounts or for failing to properly carry out other required duties. A gas corporation or electrical corporation that provides such heat-related utility service may also petition the court for termination of the receivership on any of the grounds set forth in subsection 7 of this section. The court shall hold a hearing and render a decision on any petition filed under this subsection within thirty days of the receipt of the petition and shall provide reasonable written notice of such a hearing by mailing notice of the hearing at least six days prior to the hearing to any gas corporation, electrical corporation, owner and tenant involved in the receivership or by any other method designed to provide written notice to such persons and corporations at least four days prior to the hearing.

9. Any owner who collects, or attempts to collect, any rent or payment for use or occupancy from any

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes. Tenant must have been residing for 6 months minimum, with rent payments up to date, and have given notice to landlord.

Legal Statute:

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

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

§ 441.234, RSMo

L. 1997 H.B. 361

Self-Help Evictions:

What This Means: Not allowed.

Legal Statute:

1. Except as provided in section 441.065, a landlord or its agent who removes or excludes a tenant or the tenant's personal property from the premises without judicial process and court order, or causes such removal or exclusion, or causes the removal of the doors or locks to such premises, shall be deemed guilty of forcible entry and detainer as described in chapter 534.

2. Any landlord or its agent who willfully diminishes services to a tenant by interrupting or causing the interruption of essential services, including but not limited to electric, gas, water, or sewer service, to the tenant or to the premises shall be deemed guilty of forcible entry and detainer as described in chapter 534; provided however, this section shall not be applicable if a landlord or its agent takes such action for health or safety reasons.

§ 441.233, RSMo

L. 1997 H.B. 361 § 441.223

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes

Legal Statute:

In all civil actions, or proceedings of any kind, the party prevailing shall recover his costs against the other party, except in those cases in which a different provision is made by law.

Statute Reference: § 514.060, RSMo

Prior Revisions: 1929 § 1242; 1919 § 1694; 1909 § 2263

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

Legal Statute:

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

2. All security deposits shall be held by the landlord for the tenant, who is a party to the rental agreement, in a bank, credit union, or depository institution which is insured by an agency of the federal government. Any interest earned on a security deposit shall be the property of the

landlord. A housing authority created under section 99.040 or any other government entity acting as a landlord shall not be subject to this subsection.

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

(1) Return the full amount of the security deposit; or

(2) Furnish to the tenant a written itemized list of the damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit.

The landlord shall have complied with this subsection by mailing such statement and any payment to the last known address of the tenant.

4. The landlord may withhold from the security deposit only such amounts as are reasonably necessary for the following reasons:

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

(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted; provided, however, that this subdivision does not preclude a landlord and tenant from agreeing, in the rental agreement between them, upon amounts or fees to be charged for cleaning of the carpet, and such amounts actually expended for carpet cleaning can be withheld from the security deposit, so long as the rental agreement also includes a provision notifying the tenant that he or she may be liable for actual costs for carpet cleaning that exceed ordinary wear and tear, which may also be withheld from the security deposit. Within thirty days of the end of the tenancy, the landlord shall provide the tenant a receipt for the actual carpet cleaning costs; or

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

5. The landlord shall give the tenant or his representative reasonable notice in writing at his last known address or in person of the date and time when the landlord will inspect the dwelling unit following the termination of the rental agreement to determine the amount of the security deposit to be withheld, and the inspection shall be held at a reasonable time. The tenant shall have the right to be present at the inspection of the dwelling unit at the time and date scheduled by the landlord.

6. If the landlord wrongfully withholds all or any portion of the security deposit in violation of this section, the tenant shall recover as damages twice the amount wrongfully withheld.

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

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

§ 535.300, RSMo

Amended by 2018 Mo. Laws, SB 581,s A, eff. 8/28/2018.

Amended by 2016 Mo. Laws, HB 1862,s A, eff. 8/28/2016.

L. 1983 H.B. 175 § 1

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: No notice required in a fixed term agreement as the lease simply expires. If it is a yearly agreement, 60-day notice is required.

Legal Statute:

Either party may terminate a tenancy from year to year by giving notice, in writing, of his intention to terminate the same, not less than sixty days next before the end of the year.

§441.050, RSMo

RSMo 1939 § 2969

Prior revisions: 1929 § 2583; 1919 § 6879; 1909 § 7882

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 1-month notice

Legal Statute:

1. A tenancy at will or by sufferance, or for less than one year, may be terminated by the person entitled to the possession by giving one month's notice, in writing, to the person in possession, requiring the person in possession to vacate the premises.
2. An occupancy limitation of two persons per bedroom residing in a dwelling unit shall be presumed reasonable for this state. The two-person limitation shall not apply to a child or children born to the tenants during the course of the lease.
3. Except as otherwise provided by law, all contracts or agreements for the leasing, renting or occupation of stores, shops, houses, tenements or other buildings in cities, towns or villages, and of stores, shops, houses, tenements or other buildings except when such leasing, renting or occupation is as tenant of real estate used or rented for agricultural purposes, other than garden purposes, not made in writing, signed by the parties thereto, or their agents, shall be held and taken to be tenancies from month to month, and all such tenancies may be terminated by either party thereto, or the party's agent, giving to the other party, or the party's agent, one month's notice, in writing, of the party's intention to terminate such tenancy.

4. (1) Except as provided in subdivision (2), the landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other party stating that the tenancy shall terminate upon a periodic rent-paying date not less than one month after the receipt of the notice. (2) When a person occupies and has an ownership interest in a mobile home and is leasing the land or the lot upon which the mobile home is located, a tenancy for less than one year may be terminated by the landlord by giving written notice to the tenant that the tenancy shall terminate not sooner than sixty days from the date the rent payment next becomes due, notwithstanding any written lease provision regarding earlier lease termination to the contrary.

5. If after the rendition of a judgment and a request for an execution on any judgment rendered in an action pursuant to chapter 524, chapter 534, chapter 535, or this chapter and there is no stay of execution, the service officer fails to deliver possession of the premises to the landlord within seven days of the delivery of the writ to such officer, the landlord may, within sixty days of the date of the judgment, in the presence of a municipal or county law enforcement officer of the jurisdiction in which the premises are located, without breach of the peace, break and remove locks, enter and take possession of the premises and remove any household goods, furnishings, fixtures or any other personal property left in or at the premises, provided the law enforcement officer is first presented a true copy of the judgment and order of execution, and the law enforcement officer acknowledges in writing such presentation, and such acknowledgment is filed in court by the plaintiff within five days following taking possession of the premises.

6. Except for negligent, willful or wanton acts or omissions of the landlord, or failure to both timely obtain and file the law enforcement officer acknowledgment described in the preceding subsection, the landlord shall have no liability for loss or damage to any household goods, furnishings, fixtures or any other personal property left in or at the dwelling unit, by reason of the landlord's removal of the property in accordance with the provisions of this section.

§ 441.060, RSMo

RSMo 1939 § 2971, A.L. 1951 p. 747, A.L. 1997 H.B. 361

Prior revisions: 1929 § 2584; 1919 § 6880; 1909 § 7883

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 1-month notice

Legal Statute:

1. A tenancy at will or by sufferance, or for less than one year, may be terminated by the person entitled to the possession by giving one month's notice, in writing, to the person in possession, requiring the person in possession to vacate the premises.

2. An occupancy limitation of two persons per bedroom residing in a dwelling unit shall be presumed reasonable for this state. The two-person limitation shall not apply to a child or children born to the tenants during the course of the lease.

3. Except as otherwise provided by law, all contracts or agreements for the leasing, renting or occupation of stores, shops, houses, tenements or other buildings in cities, towns or villages, and of stores, shops, houses, tenements or other buildings except when such leasing, renting or occupation is as tenant of real estate used or rented for agricultural purposes, other than garden purposes, not made in writing, signed by the parties thereto, or their agents, shall be held and taken to be tenancies from month to month, and all such tenancies may be terminated by either party thereto, or the party's agent, giving to the other party, or the party's agent, one month's notice, in writing, of the party's intention to terminate such tenancy.

4. (1) Except as provided in subdivision (2), the landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other party stating that the tenancy shall terminate upon a periodic rent-paying date not less than one month after the receipt of the notice. (2) When a person occupies and has an ownership interest in a mobile home and is leasing the land or the lot upon which the mobile home is located, a tenancy for less than one year may be terminated by the landlord by giving written notice to the tenant that the tenancy shall terminate not sooner than sixty days from the date the rent payment next becomes due, notwithstanding any written lease provision regarding earlier lease termination to the contrary.

5. If after the rendition of a judgment and a request for an execution on any judgment rendered in an action pursuant to chapter 524, chapter 534, chapter 535, or this chapter and there is no stay of execution, the service officer fails to deliver possession of the premises to the landlord within seven days of the delivery of the writ to such officer, the landlord may, within sixty days of the date of the judgment, in the presence of a municipal or county law enforcement officer of the jurisdiction in which the premises are located, without breach of the peace, break and remove locks, enter and take possession of the premises and remove any household goods, furnishings, fixtures or any other personal property left in or at the premises, provided the law enforcement officer is first presented a true copy of the judgment and order of execution, and the law enforcement officer acknowledges in writing such presentation, and such acknowledgment is filed in court by the plaintiff within five days following taking possession of the premises.

6. Except for negligent, willful or wanton acts or omissions of the landlord, or failure to both timely obtain and file the law enforcement officer acknowledgment described in the preceding subsection, the landlord shall have no liability for loss or damage to any household goods, furnishings, fixtures or any other personal property left in or at the dwelling unit, by reason of the landlord's removal of the property in accordance with the provisions of this section.

§ 441.060, RSMo

RSMo 1939 § 2971, A.L. 1951 p. 747, A.L. 1997 H.B. 361

Prior revisions: 1929 § 2584; 1919 § 6880; 1909 § 7883

Notice to Terminate Lease due to Sale of Property:

What This Means: No specific statute

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: Landlord must give tenant date and time of move-out inspection in the event that there's any deductions from the security deposit.

Legal Statute:

1. A landlord may not demand or receive a security deposit in excess of two months' rent.
2. All security deposits shall be held by the landlord for the tenant, who is a party to the rental agreement, in a bank, credit union, or depository institution which is insured by an agency of the federal government. Any interest earned on a security deposit shall be the property of the landlord. A housing authority created under section 99.040 or any other government entity acting as a landlord shall not be subject to this subsection.
3. Within thirty days after the date of termination of the tenancy, the landlord shall:
 - (1) Return the full amount of the security deposit; or
 - (2) Furnish to the tenant a written itemized list of the damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit.

The landlord shall have complied with this subsection by mailing such statement and any payment to the last known address of the tenant.

4. The landlord may withhold from the security deposit only such amounts as are reasonably necessary for the following reasons:
 - (1) To remedy a tenant's default in the payment of rent due to the landlord, pursuant to the rental agreement;
 - (2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted; provided, however, that this subdivision does not preclude a landlord

and tenant from agreeing, in the rental agreement between them, upon amounts or fees to be charged for cleaning of the carpet, and such amounts actually expended for carpet cleaning can be withheld from the security deposit, so long as the rental agreement also includes a provision notifying the tenant that he or she may be liable for actual costs for carpet cleaning that exceed ordinary wear and tear, which may also be withheld from the security deposit. Within thirty days of the end of the tenancy, the landlord shall provide the tenant a receipt for the actual carpet cleaning costs; or

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

5. The landlord shall give the tenant or his representative reasonable notice in writing at his last known address or in person of the date and time when the landlord will inspect the dwelling unit following the termination of the rental agreement to determine the amount of the security deposit to be withheld, and the inspection shall be held at a reasonable time. The tenant shall have the right to be present at the inspection of the dwelling unit at the time and date scheduled by the landlord.

6. If the landlord wrongfully withholds all or any portion of the security deposit in violation of this section, the tenant shall recover as damages twice the amount wrongfully withheld.

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

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

§ 535.300, RSMo

Amended by 2018 Mo. Laws, SB 581,s A, eff. 8/28/2018.

Amended by 2016 Mo. Laws, HB 1862,s A, eff. 8/28/2016.

L. 1983 H.B. 175 § 1

Notice of Termination for Nonpayment:

What This Means: No specific statute for a notice. However, a landlord can file a statement with an affidavit into the court for further assistance in procuring possession of premises.

Legal Statute:

Whenever any rent has become due and payable, and payment has been demanded by the landlord or the landlord's agent from the lessee or person occupying the premises, and payment thereof has not been made, the landlord or agent may file a statement, verified by affidavit, with any associate circuit judge in the county in which the property is situated, setting forth the terms on which such property was rented, and the amount of rent actually due to such landlord; that the rent has been demanded from the tenant, lessee or person occupying the premises, and that payment has not been made, and substantially describing the property rented or leased. Giving the notice provided in section 441.060 is not required prior to filing a statement or obtaining the relief provided in this chapter. In such case, the clerk of the court shall immediately issue a summons directed to such tenant or lessee and to all persons occupying the premises, by name, requiring them to appear before the judge upon a day to be therein named, and show cause why possession of the property should not be restored to the plaintiff. The landlord or agent may, in such an action for unpaid rent, join a claim for any other unpaid sums, other than property damages, regardless of how denominated or defined in the lease, to be paid by or on behalf of a tenant to a landlord for any purpose set forth in the lease; provided that such other sums shall not be considered rent for purposes of this chapter, and judgment for the landlord for recovery of such other sums shall not by itself entitle the landlord to an order for recovery of possession of the premises. The provisions of this section providing for the filing of a statement before an associate circuit judge shall not preclude adoption of a local circuit court rule providing for the centralized filing of such cases, nor the assignment of such cases to particular circuit or associate circuit judges pursuant to local circuit court rule or action by the presiding judge of the circuit. The case shall be heard and determined under the practice and procedure provided in the Missouri rules of civil procedure, except where otherwise provided by this chapter.

§ 535.020, RSMo

RSMo 1939 § 2994, A.L. 1945 p. 1107, A.L. 1978 H.B. 1634, A.L. 1985 S.B. 5, et al., A.L. 1997 H.B. 361, A.L. 2004 S.B. 1211

Prior revisions: 1929 § 2607; 1919 § 6901; 1909 § 7904

Notice for Lease Violation:

What This Means: No statute

Legal Statute:

No content available

Required Notice before Entry:

<https://www.RocketRent.com>

What This Means: No statute. Generally 24-hour notice is recommended.

Legal Statute:

No content available

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: No statute. Generally 24-hour notice is recommended.

Legal Statute:

No content available

Emergency Entry Allowed without Notice:

What This Means: No statute. Generally no notice is required in the event of an emergency.

Legal Statute:

No content available

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes. Specific situations require this such as if rent has been unpaid for 30 days.

Legal Statute:

Any property of a tenant remaining in or at the premises, after the tenant abandons the premises, may be removed or disposed of by the landlord without liability to the tenant for such removal or disposition. The premises shall be deemed abandoned if:

- (1) The landlord has a reasonable belief that the tenant has vacated the premises and intends not to return;
- (2) The rent is due and has been unpaid for thirty days; and
- (3) The landlord posts written notice on the premises and mails to the last known address of the tenant by both first class mail and certified mail, return receipt requested, a notice of the landlord's belief of abandonment. The notice shall include the following, where appropriate:

"The rent on this property has been due and unpaid for thirty consecutive days and the landlord believes that you have moved out and abandoned the property. The landlord may declare this property abandoned and remove your possessions from this unit and dispose of them unless you write to the landlord stating that you have not abandoned this unit within ten days of the landlord having both posted this notice on your door and mailing this notice to you. You should mail your statement by regular first class mail and, if you so choose, by certified mail, return receipt requested, to this address _____ (here insert landlord's name and street address)"; and

(4) The tenant fails to either pay rent or respond in writing to the landlord's notice within ten days after both the date of the posting and deposit of such notice by either first class mail or certified mail, return receipt requested, stating the tenant's intention not to abandon the premises.

§441.065, RSMo

L. 1997 H.B. 361

Entry Allowed with Notice for Showing the Property:

What This Means: No statute. Generally 24-hour notice is recommended.

Legal Statute:

No content available

Notice to Tenants for Pesticide Use:

What This Means: No statute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Not allowed

Legal Statute:

1. Except as provided in section 441.065, a landlord or its agent who removes or excludes a tenant or the tenant's personal property from the premises without judicial process and court

order, or causes such removal or exclusion, or causes the removal of the doors or locks to such premises, shall be deemed guilty of forcible entry and detainer as described in chapter 534.

2. Any landlord or its agent who willfully diminishes services to a tenant by interrupting or causing the interruption of essential services, including but not limited to electric, gas, water, or sewer service, to the tenant or to the premises shall be deemed guilty of forcible entry and detainer as described in chapter 534; provided however, this section shall not be applicable if a landlord or its agent takes such action for health or safety reasons.

§ 441.233, RSMo

L. 1997 H.B. 361 § 441.223

Utility Shut-offs Allowed:

What This Means: Not allowed

Legal Statute:

1. Except as provided in section 441.065, a landlord or its agent who removes or excludes a tenant or the tenant's personal property from the premises without judicial process and court order, or causes such removal or exclusion, or causes the removal of the doors or locks to such premises, shall be deemed guilty of forcible entry and detainer as described in chapter 534.

2. Any landlord or its agent who willfully diminishes services to a tenant by interrupting or causing the interruption of essential services, including but not limited to electric, gas, water, or sewer service, to the tenant or to the premises shall be deemed guilty of forcible entry and detainer as described in chapter 534; provided however, this section shall not be applicable if a landlord or its agent takes such action for health or safety reasons.

§ 441.233, RSMo

L. 1997 H.B. 361 § 441.223

Electronic Notices Allowed:

What This Means: No statute. Could be possible if previously stated in the lease.

Legal Statute:

No content available

Quick Reference Guide

Key Missouri Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in Missouri.

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Links to Statutes

- [Mo. Rev. Stat. § 570.120\(6\)\(2\)](#) – Returned Check Fees
- [Mo. Rev. Stat. § 441.650](#) – Master-metered multitenant dwelling, defined – heat-related utility service, delinquency, maintenance of service, how – receivership, when, procedure
- [Mo. Rev. Stat. § 441.234](#) – Tenant may deduct cost of repair of rental premises from rent, when – limitations
- [Mo. Rev. Stat. § 441.065](#) – Abandonment of rental premises, when, procedure
- [Mo. Rev. Stat. § 441.070](#) – No notice necessary, when
- [Mo. Rev. Stat. § 441.050](#) – Tenancy from year to year, how terminated
- [Mo. Rev. Stat. § 441.060\(4\)](#) – Tenancy at will, sufferance, month to month, how terminated – judgment of eviction, how effectuated, landlord's liability
- [Mo. Rev. Stat. § 441.740](#) – Immediate eviction ordered, when – immediate removal ordered, when
- [Mo. Rev. Stat. § 535.300\(1\)](#) – Security deposits, limitation – holding of security deposits, requirements – return of deposit or notice of damages, when – withholding deposit, when – tenant's right to damages – security deposit defined
- [Mo. Rev. Stat. § 535.300\(2\)](#) – Security deposits, limitation – holding of security deposits, requirements – return of deposit or notice of damages, when – withholding deposit, when – tenant's right to damages – security deposit defined

- [Mo. Rev. Stat. § 535.300\(3\)](#) – Security deposits, limitation – holding of security deposits, requirements – return of deposit or notice of damages, when – withholding deposit, when – tenant’s right to damages – security deposit defined
- [Mo. Rev. Stat. § 535.300\(4\)](#) – Security deposits, limitation – holding of security deposits, requirements – return of deposit or notice of damages, when – withholding deposit, when – tenant’s right to damages – security deposit defined
- [Mo. Rev. Stat. § 535.300\(5\)](#) – Security deposits, limitation – holding of security deposits, requirements – return of deposit or notice of damages, when – withholding deposit, when – tenant’s right to damages – security deposit defined
- [Mo. Rev. Stat. § 535.010](#) – If rent be not paid as agreed, landlord may recover possession, how
- [Mo. Rev. Stat. § 441.020](#) – Illegal use of premises renders lease void
- [Mo. Rev. Stat. § 441.030](#) – Tenant not to assign without consent – nor violate conditions – nor commit waste
- [Mo. Rev. Stat. § 441.040](#) – Landlord may take possession, when – landlord liable, when, burden of proof
- [Mo. Rev. Stat. § 441.233\(1\)](#) – Landlord’s unlawful removal or exclusion of tenant, liability – interruption of services, landlord’s liability
- [Mo. Rev. Stat. § 441.233\(2\)](#) – Landlord’s unlawful removal or exclusion of tenant, liability – interruption of services, landlord’s liability
- [Mo. Rev. Stat. § 535.185](#) – Tenant to be furnished address of person managing property and address to receive notices and service of process – post office box address, procedure – violation, effect
- [Mo. Rev. Stat. § 441.236](#) – Disclosures required for transfer of property where methamphetamine production occurred
- [Mo. Rev. Stat. § 482.305](#) – Jurisdiction of small claims court
- [Mo. Rev. Stat. § 535.020](#) – Procedure to recover possession – filing of statement – issuance of summons – procedure
- [Mo. Rev. Stat. § 535.060](#) – Demand of rent good, when
- [Mo. Rev. Stat. § 516.110](#) – What action shall be commenced within ten years
- [Mo. Rev. Stat. § 516.120](#) – What actions within five years

- [Mo. Rev. Stat. § 514.060](#) – Landlord Allowed to Recover Court and Attorney's Fees
- [Mo. Rev. Stat. § 441.920](#) – Domestic Violence Situations
- [Mo. Rev. Stat. § 441.630](#) – Tenant's Duties
- [Mo. Rev. Stat. § 441.233](#)– Retaliation