

Vernon's Annotated Missouri Statutes [Currentness](#)

Title XXIX. Ownership and Conveyance of Property

▢ [Chapter 441. Landlord and Tenant \(Refs & Annos\)](#)

→ General Provisions

→ **441.005. Definitions**

Except as otherwise provided, when used in chapter 534, RSMo, chapter 535, RSMo, or this chapter, the following terms mean:

- (1) **“Lease”**, a written or oral agreement for the use or possession of premises;
- (2) **“Lessee”**, any person who leases premises from another, and any person residing on the premises with the lessee's permission;
- (3) **“Premises”**, land, tenements, condominium or cooperative units, air rights and all other types of real property leased under the terms of a rental agreement, including any facilities and appurtenances, to such premises, and any grounds, areas and facilities held out for the use of tenants generally or the use of which is promised to the tenant. “Premises” include structures, fixed or mobile, temporary or permanent, vessels, mobile trailer homes and vehicles which are used or intended for use primarily as a dwelling or as a place for commercial or industrial operations or storage;
- (4) **“Rent”**, a stated payment for the temporary possession or use of a house, land or other real property, made at fixed intervals by a tenant to a landlord.

#### **441.010. Covenant or contract of tenant to repair--effect of**

No covenant or contract to repair shall impose upon a tenant the obligation to rebuild or repair any building destroyed by fire without the procurement, connivance or neglect of such tenant, his agents or servants, during the continuance of the term for which such building was leased or let, unless such tenant shall specially covenant or contract to rebuild or repair, in case of the destruction or damage of such building by fire; and no action, suit or process shall be maintained or prosecuted against any tenant or other person, in whose house or apartment any fire shall accidentally begin or take place; nor shall any recompense be made by such person for any damage occasioned thereby, any law, custom or usage to the contrary notwithstanding.

#### **441.020. Illegal use of premises renders lease void**

Whenever any lessee of any house, apartment or building permits any prohibited gaming table, bank or device to be set up or be kept or used upon the premises, for the purpose of gaming, or keeping in the same a bawdy-house, brothel or common gaming house, or allowing the illegal possession, sale or distribution of controlled substances upon the premises, the lease or agreement for letting such house or building shall become void, and the lessor may enter on the premises so let, and shall have the same remedies for the recovery of the premises as in the case of a tenant holding over the tenant's term.

#### **441.030. Tenant not to assign without consent--nor violate conditions--nor commit waste**

No tenant for a term not exceeding two years, or at will, or by sufferance, shall assign or transfer his term or interest, or any part thereof, to another without the written assent of the landlord; neither shall he violate any of the conditions of his written lease, nor commit waste upon the leased premises.

#### **441.040. Landlord may take possession, when**

If any tenant violates the provisions of [section 441.020](#) or [441.030](#), the landlord, or person holding under the landlord, after giving ten days' notice to vacate the premises, shall have a right to reenter the premises and take possession of the premises, or to oust the tenant, subtenant or undertenant of any person on the premises with the permission of the lessee, sublessee or underlessee by the procedure specified by law. The landlord shall have the burden to prove that the premises were being used for the illegal possession, sale or distribution of controlled substances under a petition filed for that reason, but the landlord shall not be liable for any damages resulting from the landlord's reliance on written notification to the landlord by a law enforcement authority that the premises are being used for the illegal conduct described in [section 441.020](#).

#### **441.043. Counties and cities not to adopt ordinances regulating rents of private or commercial property, exceptions**

No county or city, or county or city with a charter form of government may enact, maintain, or enforce any ordinance or resolution which regulates the amount of rent to be charged for privately-owned, single-family, or multiple-unit residential or commercial rental property. This section shall not be construed as prohibiting any county or city, or any authority created by a county or city for that purpose, from:

- (1) Regulating in any way property belonging to that city, county, or authority;
- (2) Entering into agreements with private persons which regulate the amount of rent charged for subsidized rental properties; or
- (3) Enacting ordinances or resolutions restricting rent for properties assisted with community development

block grant funds.

#### **441.050. Tenancy from year to year, how terminated**

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.

#### **441.060. Tenancy at will, sufferance, month to month, how terminated**

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, RSMo, chapter 534, RSMo, chapter 535, RSMo, 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.

#### **441.065. Abandonment of premises, disposition of remaining property**

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.

**441.070. No notice necessary, when**

No notice to quit shall be necessary from or to a tenant whose term is to end at a certain time, or when, by special agreement, notice is dispensed with.

**441.080. Liability of tenants after termination of term**

If any tenant for life or years, or if any other person, who may come into the possession of any lands or tenements under or by collusion with such tenant, shall willfully hold over the same after the termination of such term, and after demand made and notice in writing given, requiring the possession thereof, by the person entitled thereto, such person so holding over shall pay to the person so kept out of possession double the yearly value of the lands or tenements so detained, for all the time he shall keep the person entitled out of possession.

**441.090. Recovery action--tenant served with summons--notice--penalty**

Every tenant on whom a summons in an action to recover the tenements held by him shall be served shall forthwith give notice thereof to the person, or the agent of the person, of whom such tenant holds, under the penalty of forfeiting to such person the value of three years' rent of the premises occupied by him.

**441.100. Tenant giving notice to quit, and failing to do so, liable**

If any tenant shall give notice, in writing, of his intention to quit the premises held by him, at a time specified in such notice, and shall not deliver up the possession thereof at such time, such tenant, his executors or administrators shall from thenceforward pay to the landlord, his heirs or assigns, double the rent reserved during all the time such tenant shall so continue in possession.

**441.110. Such rent, how recovered**

Such double rent shall be recovered in the same manner, at the same time, that the single rent is recoverable.

**441.120. Oral evidence not to show renewal of lease or change--notice to quit**

1. In all cases where a tenant holds over after the termination of the time for which the premises were let or leased, under a written contract between the lessor or his agent and the tenant or his agent, in any suit for possession by the party entitled to possession of said premises against such tenant, after the termination of the time for which said premises were let or leased under written contract, oral evidence shall not be admissible that said lease or letting was renewed or extended, or that a new contract was entered into or substituted for the written contract, but the tenant's right to continued possession or the landlord's right to collect rent on said

premises after the termination thereof, shall be established by contract in writing; provided, however, this section shall not prevent a recovery of damages by either party for breach of the written contract.

2. In all cases of an oral letting or leasing of real property for any agricultural year, tenancy at will or by sufferance, or for less than one year, if either party shall terminate said tenancy in accordance with the provisions of [sections 441.050 and 441.060](#), in any suit thereafter between said parties, oral testimony shall not be admissible to vary, alter or abrogate the effect of the notice required and given under [sections 441.050 and 441.060](#), but such notice may be varied, altered or abrogated only by written evidence thereof and bearing an actual date subsequent to the date of the notice provided for in said sections.

#### **441.130. Alienee or assignee may recover rent**

If the owner or holder of the lands, tenements, an estate or a lease term alienates or assigns such owner's or holder's lands, tenement, estate or term, or the rent thereafter to fall due on such premises after such alienation or assignment, the owner's or holder's alienee or assignee may recover such rent paid to such owner or holder after such alienation or assignment.

#### **441.140. Grants of rents or interests without consent of tenants**

Grants of rents, or of lands, tenements, estates, lease terms, reversions or remainders pursuant to [section 441.130](#) or [section 535.070, RSMo](#), shall be good and shall be effective without the consent of the tenants; unless otherwise stated in the lease; but no tenant, who, before notice of the grant, pays the rent to the grantor, shall suffer any damage for such payment.

#### **441.150. Attornment to stranger void--exceptions**

The attornment of a tenant to a stranger shall be void, and shall not in any wise affect the possession of his landlord, unless it is made:

- (1) With the consent of the landlord; or
- (2) Pursuant to or in consequence of a judgment at law, or a decree in equity, or sale under execution or deed of trust; or
- (3) To a mortgagee, after the mortgage has been forfeited.

#### **441.160. Executor or administrator of tenant for life may recover rents**

The executors or administrators of any tenant for life, who shall have demised any lands or tenements so held, and shall die on or before the day when any rent on such demise shall become payable, may recover:

(1) If such tenant for life die on the day, the whole rent;

(2) If he die before the day, such proportion of the rent as shall have accrued before his death.

#### **441.170. Remedy of executor or administrator**

The executors or administrators of any person to whom any rent shall have been due and unpaid at the time of the death of such person may have the same remedy, by action against the tenant, his executors or administrators, for the recovery thereof, that their testator or intestate might have if living.

#### **441.180. Rents dependent on life of another, how recovered when unpaid**

Every person entitled to any rents, dependent upon the life of any other, may, notwithstanding the death of such other person, have the same remedy, by action, for the recovery of all arrears of such rents as are due and unpaid at the death of such other person, as he might have if such other person were in full life.

#### **441.190. Rent due on lease for life, how recovered**

Any person having any rent due upon any lease for life may have the same remedy, by action for the recovery thereof, as if such lease were for years.

#### **441.200. Landlord may recover for use and occupation**

A landlord may recover a reasonable satisfaction for the use and occupation of any lands or tenements held by any person under an agreement not made by deed.

#### **441.210. If parol demise appear on trial, shall be evidence of what**

If a parol demise, or other agreement not by deed, by which a certain rent is reserved, appear in evidence on the trial of such action, the plaintiff shall not on that account be debarred from a recovery, but may make use thereof as evidence of the amount of damages to be recovered.

#### **441.220. Rent may be recovered of whom, and how**

Rent may be recovered from the lessee or person owing it, or his assignee or undertenant, or the representative of either, by the same remedies given in [sections 441.240 to 441.280](#); but no assignee or undertenant shall be liable for rent which became due before his interest began.

#### **441.230. If tenant sublet, landlord may join sublessees in same actions**

In case any tenant shall sublet any premises or any part thereof demised or let to him, the landlord shall have the right, in any action provided for by this chapter and chapter 535, RSMo, to join as party defendants his lessee and all sublessees in the same action.

#### **441.233. Forcible entry and detainer--removal or exclusion of tenant or tenant's personal property--diminishing services**

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, RSMo.
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, RSMo; provided however, this section shall not be applicable if a landlord or its agent takes such action for health or safety reasons.

#### **441.234. Detrimental conditions on residential premises, repair at landlord's expense**

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 reas-

onable 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.

#### **441.236. Sale or lease of premises used for production of methamphetamine; written disclosure**

<Text of section added by L. 2001, H.B. No. 471>

In the event that any premises to be rented, leased, sold, transferred or conveyed is or was used as a site for methamphetamine production, the owner, seller, landlord or other transferor shall disclose in writing to the prospective lessee, purchaser or transferee the fact that methamphetamine was produced on the premises, provided that the owner, seller, landlord or other transferor has knowledge of such prior methamphetamine production. The owner shall disclose any prior knowledge of methamphetamine production, regardless of whether the persons involved in the production were convicted for such production.

#### **441.236. Landlord disclosure of prior knowledge of methamphetamine production on premises**

<Text of section added by L. 2001, S.B. Nos. 89 & 37>

1. In the event that any premises to be leased by a landlord is or was used as a site for methamphetamine production, the landlord shall disclose in writing to the tenant the fact that methamphetamine was produced on the premises, provided that the landlord had knowledge of such prior methamphetamine production. The landlord shall disclose any prior knowledge of methamphetamine production, regardless of whether the persons involved in the production were convicted for such production.

2. A landlord shall disclose in writing the fact that any premises to be leased by the landlord either was the place of residence of a person convicted of any of the following crimes, or was the storage site or laboratory for any of the substances for which a person was convicted of any of the following crimes, provided that the landlord knew or should have known of such convictions:

- (1) Creation of a controlled substance in violation of [section 195.420, RSMo](#);
- (2) Possession of ephedrine with intent to manufacture methamphetamine in violation of [section 195.246, RSMo](#);
- (3) Unlawful use of drug paraphernalia with the intent to manufacture methamphetamine in violation of [subsection 2 of section 195.233, RSMo](#);
- (4) Endangering the welfare of a child by any of the means described in subdivision (4) or (5) of [subsection 1 of section 568.045, RSMo](#); or
- (5) Any other crime related to methamphetamine, its salts, optical isomers and salts of its optical isomers either in chapter 195, RSMo, or in any other provision of law.

#### **441.240. Attachment for rent**

1. Any person who shall be liable to pay rent, whether the same be due or not, or whether the same be payable in money or other thing, if the rent be due within one year thereafter, shall be liable to attachment for such rent, in the following instances:

- (1) When he intends to remove his property from the leased or rented premises;
- (2) When he is removing his property from the leased or rented premises;
- (3) When he has, within thirty days, removed his property from the leased or rented premises;
- (4) When he shall in any manner dispose of the crop, or any part thereof, grown on the leased or rented premises, so as to endanger, hinder or delay the collection of the rent;
- (5) When he shall attempt to dispose of the crop, or any part thereof, grown on the leased or rented premises, so as to endanger, hinder or delay the collection of the rent;

(6) When the rent is due and unpaid, after demand thereof.

Provided, if such tenant be absent from such leased premises, demand may be made of the person occupying the same.

2. The person to whom the rent is owing, or his agent, may, before an associate circuit judge or the clerk of a court of record having jurisdiction of actions by attachment in ordinary cases, of the county in which the premises lie, make an affidavit of one or more of the foregoing grounds of attachment, and that he believes unless an attachment issue plaintiff will lose his rent; and upon the filing of such affidavit, together with a statement of plaintiff's cause of action, such officer shall issue an attachment for the rent against the personal property, including the crops grown on the leased premises, but no such attachment shall issue until the plaintiff has given bond, executed by himself or by some responsible person for him, as principal, in double the amount sued for, with good security, to the defendant to indemnify him if it appear that the attachment has been wrongfully obtained; provided, if any person shall buy any crop grown on demised premises upon which any rent is unpaid, and such purchaser has knowledge of the fact that such crop was grown on demised premises, he shall be liable in an action for the value thereof, to any party entitled thereto, or may be subject to garnishment at law in any suit against the tenant for the recovery of the rent.

#### **441.250. Proceedings to be same as in suits by attachment**

Proceedings on all attachments issued under this chapter shall be the same as provided by law in case of suits by attachment.

#### **441.260. Who may recover rent**

Any person to whom rent is due, whether he have the reversion or not or his personal representatives or assignee, may recover such rent, as provided in [sections 441.240](#) and [441.250](#), whatever be the estate of the person owning the land, or though his estate or interest in it be ended.

#### **441.270. What property exempt from attachment for rent**

Property exempt from execution shall be also exempt from attachment for rent, except the crop grown on the demised premises on which the rent claimed is due.

#### **441.280. Landlord's lien on crops for rent**

Every landlord shall have a lien upon the crops grown on the demised premises in any year, for the rent that shall accrue for such year, and such lien shall continue for eight months after such rent shall become due and

payable, and no longer. When the demised premises or any portion thereof are used for the purpose of growing nursery stock, a lien shall exist and continue on such stock until the same shall have been removed from the premises and sold, and such lien may be enforced by attachment in the manner herein provided.

#### **441.290. Landlord's lien for money or supplies furnished tenant**

Every landlord shall have a superior lien, against which the tenant shall not be entitled to any exemption, upon the whole crop of the tenant raised upon the leased or rented premises, to reimburse the landlord for money or supplies furnished to the tenant to enable him to raise and harvest the crops or to subsist while carrying out his contract of tenancy, but the lien of the landlord shall not continue for more than one hundred and twenty days after the expiration of the tenancy, and, if the property upon which there is a lien be removed from the leased premises and not returned, the landlord shall have a superior lien upon the property so removed for fifteen days from the date of this removal, and may enforce his lien against the property wherever found.

#### **441.300. Lien, how enforced**

The landlord may enforce the lien given in [sections 441.280](#) and [441.290](#) by distress or attachment, in the manner provided in this chapter for the collection of rent, and subject to the same liability, and the action for money or supplies and for rent may be joined in the same action.

#### **441.500. Definitions**

As used in sections 441.500 to [441.643](#), the following terms mean:

- (1) **“Abatement”**, the removal or correction, including demolition, of any condition at a property that violates the provisions of any duly enacted building or housing code, as well as the making of such other improvements or corrections as are needed to effect the rehabilitation of the property or structure, including the closing or physical securing of the structure;
- (2) **“Agent”**, a person authorized by an owner to act for him;
- (3) **“Code enforcement agency”**, the official, agency, or board that has been delegated the responsibility for enforcing the housing code by the governing body;
- (4) **“Community”**, any county or municipality;
- (5) **“County”**, any county in the state;

- (6) **“Dwelling unit”**, premises or part thereof occupied, used, or held out for use and occupancy as a place of abode for human beings, whether occupied or vacant;
- (7) **“Governing body”**, the board, body or persons in which the powers of a community are vested;
- (8) **“Housing code”**, a local building, fire, health, property maintenance, nuisance or other ordinance which contains standards regulating the condition or maintenance of residential buildings;
- (9) **“Local housing corporation”**, a not-for-profit corporation organized pursuant to the laws of the state of Missouri for the purpose of promoting housing development and conservation within a specified area of a municipality or an unincorporated area;
- (10) **“Municipality”**, any incorporated city, town, or village;
- (11) **“Neighborhood association”**, any group of persons organized for the sole purpose of improvement of a particular geographic area having specific boundaries within a municipality, provided that such association is recognized by the municipality as the sole association for such purpose within such geographic area;
- (12) **“Notice of deficiency”**, a notice or other order issued by the code enforcement agency and requiring the elimination or removal of deficiencies found to exist under the housing code;
- (13) **“Nuisance”**, a violation of provisions of the housing code applying to the maintenance of the buildings or dwellings which the code official in the exercise of reasonable discretion believes constitutes a threat to the public health, safety or welfare;
- (14) **“Occupant”**, any person occupying a dwelling unit as his or her place of residence, whether or not that person is occupying the dwelling unit as a tenant from month to month or under a written lease, undertaking or other agreement;
- (15) **“Owner”**, the record owner or owners, and the beneficial owner or owners when other than the record owner, of the freehold of the premises or lesser estate therein, a mortgagee or vendee in possession, assignee of rents, receiver, personal representative, trustee, lessee, agent, or any other person in control of a dwelling unit;
- (16) **“Person”**, any individual, corporation, association, partnership, or other entity.

#### **441.510. Buildings or dwellings in violation of codes, abatement--notice--appointment of receiver**

1. If any building or dwelling is found to be in violation of building or housing codes which the county, municipality, local housing corporation or neighborhood association in the exercise of reasonable discretion believes constitutes a threat to the public health, safety or welfare, and alleges the nature of such threat in its petition, the county, municipality, local housing corporation or neighborhood association, in addition to any other remedies available to it, may apply to a court of competent jurisdiction for the appointment of a receiver to perform an abatement.

2. At least sixty days prior to the filing of an application for appointment of a receiver pursuant to [sections 441.500 to 441.643](#), the county, municipality, local housing corporation or neighborhood association shall give written notice by regular mail to all interested parties of its intent to file the application and information relative to:

(1) The identity of the property;

(2) The violations of the building or housing codes giving rise to the application for the receiver;

(3) The name, address and telephone number of the person or department where additional information can be obtained concerning violations and their remedy; and

(4) The county, municipality, local housing corporation or neighborhood association which may seek the appointment of a receiver pursuant to [sections 441.500 to 441.643](#) unless action is taken within sixty days by an interested party.

3. A county, municipality, local housing corporation or neighborhood association may not apply for the appointment of a receiver pursuant to [sections 441.500 to 441.643](#) if an interested party has commenced and is then prosecuting in a timely fashion an action or other judicial or nonjudicial proceeding to foreclose a security interest on the property, or to obtain specific performance of a land sale contract, or to forfeit a purchaser's interest under a land sale contract.

4. Notice of the application for the appointment of a receiver shall be served on all interested parties.

5. If, following the application for appointment of a receiver, one or more of the interested parties elects to correct the conditions at the property giving rise to the application for the appointment of a receiver, the party or parties shall be required to post security in an amount and character as the court deems appropriate to ensure timely performance of all work necessary to make corrections, as well as such other conditions as the court deems appropriate to effect the timely completion of the corrections by the interested party or parties.

6. In the event that no interested party elects to act pursuant to subsection 5 of this section or fails to timely

perform work undertaken pursuant to subsection 5 of this section, the court shall make a determination that the property is in an unsafe or insanitary condition and appoint a receiver to complete the abatement.

7. A receiver appointed by the court pursuant to [sections 441.500 to 441.643](#) shall not be required to give security or bond of any sort prior to appointment.

#### **441.520. Parties to action**

1. The action to appoint a receiver authorized by [section 441.510](#) shall be commenced by the filing of a verified petition by the county, municipality, local housing corporation or neighborhood association.

2. There shall be named as defendants:

(1) The last owner of record of the dwelling as of the date of the filing of the petition; and

(2) The last holder of record of any mortgage, deed of trust, or other lien of record against the building as of the date of the filing of the petition.

3. Any owner of the dwelling who is not a party defendant may be permitted by the court to join as a party defendant.

4. (1) Any owner, whether or not a citizen or resident of this state, who in person or through agent, owns, uses, or is possessed of any real estate situated in this state thereby subjects himself or itself to the jurisdiction of the courts of this state as to any cause of action arising pursuant to the provisions of [sections 441.500 to 441.643](#). Personal service of process shall be made in accordance with the rules of civil procedure; provided that, if such service cannot with due diligence be made, service of process may be made by personally serving process upon the defendant outside this state, or by service in accordance with the rules of civil procedure as in all cases affecting a res within the jurisdiction of the court.

(2) If a landlord of residential property is not a resident of this state or is a corporation, the landlord shall designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to transact business in this state. The designation shall be in writing and include the address and the name of the registered agent and shall be filed in the office of the secretary of state. If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the secretary of state, but service upon him or her is not effective unless the petitioner forthwith mails a copy of the process and pleading by certified mail to the defendant or respondent at the address stated on the assessor's records for the subject property. An affidavit of compliance with this section shall be filed with the clerk of the court.

5. Any action brought pursuant to the provisions of [sections 441.500 to 441.643](#) shall be expedited by the court and may be given precedence over other suits.

#### **441.530. Application, contents**

The application shall state:

- (1) The facts constituting a nuisance with respect to the dwelling unit, building or premises of which the dwelling unit is a part;
- (2) That violations of the housing code exist as determined by a notice of deficiency;
- (3) That the owner of said property has failed, within a reasonable time, to undertake to remove said nuisance;
- (4) If the action is brought by occupants, the number of dwelling units occupied by plaintiffs and the number of dwelling units in the building; and
- (5) The relief sought as authorized by [sections 441.570 and 441.590](#).

#### **441.540. No jury trial**

Trial shall be by the court without a jury.

#### **441.550. Notice of suit filed with recorder of deeds**

In any application for receivership brought pursuant to [sections 441.500 to 441.643](#), the county, municipality, local housing corporation or neighborhood association shall file for record, with the recorder of deeds of the county in which any such real estate is situated, a written notice of the pendency of the suit pursuant to the requirements of [section 527.260, RSMo](#). From the time of filing such notice the pendency of suit shall be constructive notice to persons thereafter acquiring an interest in the building.

#### **441.560. Denial of entry a defense**

It shall be a sufficient defense to the proceeding if the defendant establishes that he, the owner or his agent has been unable to obtain entry to a portion of the premises for the purpose of correcting the nuisance, notwithstanding his good faith effort so to do, or that the occupants are in violation of [section 441.630](#).

#### **441.570. Action of court upon finding a nuisance exists**

The court may, after hearing and finding the dwelling unit or building constitutes a nuisance:

- (1) Appoint a receiver and direct that present and future rents due from one or more occupants be paid by the occupant or occupants with such receiver as such rents fall due; or
- (2) Allow the owner a reasonable time to correct the deficiencies.

Any rents paid pursuant to the provisions of this section shall be applied to the costs incurred due to the abatement and receivership. Upon the completion of the work required to abate the nuisance, any remaining surplus after authorized disbursements and payments of cost shall be forwarded to the owner, together with a complete accounting of the rents paid and the costs incurred.

#### **441.580. Payment of rent into court, effect of**

Upon the entry of an order directing the payment of rents pursuant to [section 441.570](#), such payment in accordance with the terms of the order shall be a valid defense to any action or proceeding brought by an owner against any tenant to recover possession of real property for the nonpayment of rent due and payable after the date of issuance of the order.

#### **441.590. Court orders**

1. The court may, in any order entered pursuant to [section 441.570](#):

- (1) Authorize the receiver to draw upon the rents deposited in court to pay for the cost of necessary repairs upon presentment to the court of the original copy of any invoice for work performed or materials purchased;
- (2) Appoint the code enforcement agency, the mortgagee or other lienor of record, a local housing corporation established to promote housing development and conservation in the area in which such property that is the subject of receivership is located or, if no local housing corporation exists for such area, then the local neighborhood association, a licensed attorney or real estate broker, or any other qualified person, as a receiver provided, however, that all lienholders of record shall be given the right of first refusal to serve as receiver in the order in which their lien appears of record. In the event of the refusal of all lienholders of record to serve as receiver or in the absence of any lienholders of record, the local housing corporation that is established to promote housing development and conservation in the area in which such property that is the subject of receivership is located, if any, shall be given the right of first refusal to serve as receiver for any residential property consisting of four units or less; provided that, if no local housing corporation exists for such area, then the local neighborhood association shall be given such right of first refusal; or

(3) Where the building is vacant, appoint the code enforcement agency, the mortgagee or other lienor of record, a local housing corporation established to promote development and conservation in the area in which such property that is the subject of receivership is located or, if no local housing corporation exists for such area, then the local neighborhood association, a licensed attorney or real estate broker, or any other qualified person, as a receiver to remove all of the housing code violations which constitute a nuisance as found by the court, except that all lienholders of record shall be given the right of first refusal to serve as receiver in the order in which their liens appear of record. In the event of the refusal of all lienholders of record to serve as receiver or in the absence of any lienholders of record, the local housing corporation that is established to promote development and conservation in the area in which such property that is the subject of receivership is located, if any, shall be given the right of first refusal to serve as receiver for any residential property consisting of four units or less; provided that, if no local housing corporation exists for such area, then the local neighborhood association shall be given such right of first refusal.

2. The court may allow a receiver reasonable and necessary expenses, payable from the rent moneys.

3. No receiver appointed shall serve without bond. The amount and form of such bond shall be approved by the court and the cost of such bond shall be paid from the moneys so deposited.

4. The receiver may, on order of the court, take possession of the property, collect all rents and profits accruing from the property, and pay all costs of management, including all insurance premiums and all general and special real estate taxes or assessments.

5. The receiver shall with all reasonable speed remove all of the housing code violations which constitute a nuisance as found by the court, and may make other improvements to effect a rehabilitation of the property in such fashion as is consistent with maintaining safe and habitable conditions over the remaining useful life of the property. The receiver shall have the power to let contracts therefor, in accordance with the provisions of local laws, ordinances, rules and regulations applicable to contracts.

6. The receiver may with the approval of the circuit court borrow money against, and encumber, the property as security therefor in such amounts as may be necessary to carry out his or her responsibilities pursuant to [sections 441.500 to 441.643](#). The circuit court may authorize the receiver to issue receiver's certificates as security against such borrowings, which certificates shall be authorized investments for banks and savings and loan associations, and shall constitute a first lien upon the property and its income and shall be superior to any claims of the receiver and to all prior or subsequent liens and encumbrances except taxes and assessments, and shall be enforceable as provided in subsection 8 of this section.

7. In addition to issuance of receiver certificates, the receiver may pledge the rentals from the property and borrow or encumber the property on the strength of the rental income.

8. Any receiver appointed pursuant to the provisions of [sections 441.500 to 441.643](#) shall have a lien, for the expenses necessarily incurred in the execution of an order, upon the rents receivable from the premises on or in respect of which the work required by such order has been done or expenses incurred, and this lien shall have priority over all other liens and encumbrances of record upon the rents receivable from the premises, except taxes, assessments, receiver's certificates, and mortgages recorded prior to October 13, 1969.

9. For the purposes of this section, “**local housing corporation**” shall mean only those local housing corporations established prior to August 28, 2001.

#### **441.600. Receiver discharged, when**

The receiver shall be discharged upon rendering a full and complete accounting to the court when the conditions giving rise to the receivership have been removed and the cost thereof, and all other costs authorized by [sections 441.500 to 441.640](#), have been paid or reimbursed and any surplus money has been paid over to the owner or the mortgagee or any lienor as the court may direct. However, at any time, the receiver may be discharged upon filing his account as receiver without affecting the right of the code enforcement agency to its lien. Upon the removal of the condition giving rise to the receivership, the owner, the mortgagee or lienor may apply for the discharge of the receiver upon payment to the receiver of all moneys expended by the receiver for removal of such condition and all other costs authorized by [sections 441.500 to 441.640](#) which have not been paid or reimbursed.

#### **441.610. Waiver of provisions of sections 441.500 to 441.640 void**

Any provision of a lease or other agreement whereby any provision of [sections 441.500 to 441.643](#) for the benefit of an occupant of a dwelling unit or units is waived or denied shall be deemed against public policy and shall be void.

#### **441.620. Repealed by L.1998, H.B. Nos. 997 & 1608, § A**

#### **441.630. Duties of occupant**

Every occupant of a dwelling unit under the provisions of [sections 441.500 to 441.643](#) shall be responsible to pay all rents due from him or her when such rents become due and to exercise reasonable care:

- (1) To dispose of all rubbish and garbage in his or her dwelling unit, and other organic waste which might provide food for rodents, in a clean and sanitary manner;
- (2) To refrain from unreasonable use of electrical, heating, and plumbing fixtures;

(3) To meet all obligations lawfully imposed upon the occupants of dwelling units by the code enforcement agency or the community;

(4) To refrain from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereof, and to prohibit any other person on the premises with his or her permission from doing likewise; and

(5) Shall not under any circumstances take in additional occupants, sublease, rent or turn over said premises to any persons without the owner's knowledge and consent.

**441.640. Repealed by L.1998, H.B. Nos. 977 & 1608, § A**

**441.641. Court appoints receiver to abate--holder of title does not act to regain possession, transfer of title, when**

If the court appoints a receiver to abate a nuisance pursuant to [sections 441.500 to 441.643](#), and the holder of title to the property or any other party in interest does not take action to regain possession of the property within two years of the appointment of the receiver, the court may, for good cause shown, issue a judicial deed transferring title to the property to the receiver, or to any not-for-profit corporation organized pursuant to law.

**441.643. Frivolous filing, attorney's fees**

In the event the court finds that the facts alleged in the petition filed pursuant to [section 441.530](#) are unfounded and that the petition was filed frivolously and in bad faith, the petitioner shall be responsible for the reasonable attorney's fees attributable to the defense of said petition.

**441.650. Master-metered multitenant dwelling, defined--heat-related utility service, delinquency, maintenance of service, how--receivership, when, procedure**

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, RSMo](#);

(3) **“Gas corporation”** refers to a gas corporation as defined in [section 386.020, RSMo](#);

(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, RSMo](#), 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 [FN1] 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 of a master-metered multitenant dwelling which is subject to an order appointing a receiver pursuant to this section shall be found, after due notice and hearing, to be in contempt of court.

10. Except for the limitations on termination of service expressly stated in subsection 4 of this section, this section shall in no way limit the rights of gas corporations and electrical corporations to recover amounts lawfully owed to them.

[FN1] **Revisor's note:** Word “for” appears here in original rolls.

#### **441.710. Persons who may bring civil action**

Any of the following parties shall have standing to bring a civil action pursuant to sections 441.710 to 441.880:

(1) A landlord; or

(2) A prosecuting attorney of the jurisdiction in which the leased property is located.

#### **441.720. Actions to evict, location of filing--continuances and stays**

1. Actions pursuant to [sections 441.710 to 441.880](#) shall be filed in the associate circuit court for the county in which the premises are located. Upon filing of a verified petition alleging the conduct described in [section 441.740](#), the court shall issue a summons directed to the defendant. The provisions of [sections 535.030 and 535.110, RSMo](#), shall apply to actions brought pursuant to [sections 441.710 to 441.880](#). The court shall set for hearing a cause of action brought pursuant to [sections 441.710 to 441.880](#) as soon as practicable but in no event shall such hearing be held later than fifteen days following the service of the summons.
2. The court shall, subject to the provisions of [section 441.880](#), neither continue or stay an action brought pursuant to the provisions of [sections 441.710 to 441.880](#) except for compelling and extraordinary reasons.

#### **441.730. Substitution of plaintiff, interested party defined**

If the court finds that those parties with standing pursuant to [section 441.710](#) have failed to either initiate or pursue a matter with reasonable diligence, then the court may substitute as a plaintiff any party that both consents to the appointment and that meets the definition of an interested party. Substitution may only be had after giving to the parties, if the action has been filed, or to the landlord and the defendant if the action has not been filed, reasonable notice and opportunity to be heard by the court on the proposed substitution. As used in [sections 441.710 to 441.880](#), an “**interested party**” is defined as any incorporated, not-for-profit neighborhood association or community-based organization which represents the well-being and interests of the community where the leased property is located.

#### **441.740. Immediate eviction of tenant--persons engaged in criminal activity**

1. The court shall, subject to the provisions of [sections 441.750 and 441.880](#), order the immediate eviction of a tenant as set forth in [section 441.770](#), or issue an order pursuant to [section 441.830](#), if it finds any of the following:
  - (1) An emergency situation where dispossession of the tenant by other, less expeditious legal means would, because of the passage of time, imminently cause with a reasonable certainty either of the following:
    - (a) Physical injury to other tenants or the lessor; or
    - (b) Physical damage to lessor's property and the reasonable cost to repair such damage exceeds an amount equal to twelve months of rent; for the purposes of this paragraph, the term “**rent**” shall include the amount owed by the tenant along with any subsidy owed from any third party;

No action shall be taken under this subdivision unless the lessor first makes a reasonable attempt to abate the

emergency situation through public law enforcement authorities or local mental health services personnel authorized to take action pursuant to [section 632.300, RSMo](#), et seq., as appropriate.

- (2) Drug-related criminal activity has occurred on or within the property leased to the tenant;
- (3) The property leased to the tenant was used in any way to further, promote, aid or assist in drug-related criminal activity;
- (4) The tenant, a member of the tenant's household or a guest has engaged in drug-related criminal activity either within, on or in the immediate vicinity of the leased property;
- (5) The tenant has given permission to or invited a person to enter onto or remain on any portion of the leased property, and the tenant did so knowing that the person had been removed or barred from the leased property pursuant to the provisions of [sections 441.710 to 441.880](#); or
- (6) The tenant has failed to promptly notify the plaintiff that a person whom the plaintiff previously had removed from the property leased by the tenant, with the knowledge of the tenant, has returned to, entered onto or remained on the property leased by the tenant.

2. The court shall, subject to the provisions of [section 441.880](#), order the immediate removal of any person who engages in criminal activity described in this section on or in the immediate vicinity of the leased property. Persons removed from the leased premises pursuant to this section shall be immediately barred from entering onto or remaining on any portion of the leased property.

#### **441.750. Tenants without knowledge of criminal activity, coercion of tenant--notice**

1. The court shall not order the eviction of a tenant under [section 441.740](#) if the tenant establishes that he or she in no way furthered, promoted, aided or assisted in activity described in [section 441.740](#), and that the tenant did not know or have reason to know that such activity was occurring on or within the property, or the tenant was unable to take action to prevent the activity because of verbal or physical coercion by the person conducting the activity.
2. Actions filed pursuant to [sections 441.710 to 441.880](#) against a tenant, where the criminal activity described in [section 441.740](#) is alleged to have been conducted by a person other than a tenant, may be filed following at least five days' written notice to the tenant specifying the provisions of this section and the conduct alleged in the petition, provided the tenant then fails to take at least one of the following measures against the person alleged to be conducting such activity and delivers written proof of same to the plaintiff:

(1) The tenant seeks a protective order, restraining order, order to vacate the premises, or other similar relief which would apply to such activity; or

(2) The tenant reports the activity to a law enforcement agency or the county or prosecuting attorney in an effort to initiate a criminal action against the person conducting the activity.

#### **441.760. Affirmative offense to eviction, removal of person conducting drug-related activity**

If the plaintiff has met its burden of proof for a complete eviction but the tenant successfully pleads an affirmative defense to the eviction pursuant to [section 441.750](#), then the court shall not terminate the tenancy but shall order the immediate removal of any person who the court finds conducted the drug-related activity which was the subject of the eviction proceeding.

#### **441.770. Order of eviction--removal of persons engaged in criminal activity--expedited execution--stay of execution of eviction or removal**

1. If the grounds for an eviction have been established pursuant to [subsection 1 of section 441.740](#), the court shall order that the tenant be evicted from the leased property.

2. If the grounds for a removal have been established pursuant to [subsection 2 of section 441.740](#), the court shall order that those persons found to be engaging in the criminal activity described therein be immediately removed and barred from the leased property, but the court shall not order the tenancy be terminated.

3. The court may order the expedited execution of an eviction or removal order by requiring the order's enforcement by the appropriate agency within a specified number of days after final judgment.

4. The court may stay execution of an eviction or removal order for a reasonable length of time if the moving party establishes by clear and convincing evidence that immediate removal or eviction would pose a serious danger to the party and that this danger outweighs the safety, health and well-being of the surrounding community and of the plaintiff.

#### **441.780. Notice to tenant to vacate**

Notwithstanding any other provision of law concerning the procedures otherwise used in eviction proceedings, it shall not be necessary, except as provided in [section 441.750](#), to provide notice to the tenant to vacate the premises prior to filing a cause of action pursuant to [sections 441.710 to 441.880](#).

**441.790. Evidence obtained by law enforcement officers, admissibility**

Relevant evidence obtained in good faith by a law enforcement officer or agency shall be admissible in a civil action brought pursuant to [sections 441.710 to 441.880](#). This provision operates even though the cause of action may have been brought or is being prosecuted by a law enforcement agency.

**441.800. Civil action not precluded, effect of criminal prosecution**

1. A civil action brought pursuant to [sections 441.710 to 441.880](#) shall not be precluded even though a criminal prosecution involving the drug-related activity has not been commenced, will not be commenced, has not been concluded or has been concluded without a judgment of conviction.
2. If a criminal prosecution involving the drug-related criminal activity results in a criminal conviction the conviction shall collaterally estop the convicted defendant from challenging the essential allegations of the criminal offense in any subsequent civil proceeding brought pursuant to [sections 441.710 to 441.880](#).

**441.810. Examination of documents by plaintiff, further discovery allowed**

The plaintiff shall provide to all defendants a reasonable opportunity, prior to the hearing, to examine all documents or records that are within the plaintiff's possession and which are relevant to the pending action. The court may allow further discovery if further discovery would not unduly delay the action and would ensure fair disposition of the action.

**441.820. Protective orders**

The court may issue orders to protect persons that may be called as witnesses in a civil action brought pursuant to [sections 441.710 to 441.880](#). An order may issue upon a showing that the witness has been threatened, intimidated or otherwise has reason to fear for their safety if they are called as a witness in the cause of action. Protective orders issued pursuant to [sections 441.710 to 441.880](#) may include, but are not limited to, the nondisclosure of names, addresses or the in camera examination of witnesses.

**441.830. Restraining orders or preliminary relief, prevention of drug-related criminal activity**

Pursuant to [section 441.740](#), the court may issue restraining orders or grant whatever preliminary relief is necessary to either prevent the commission of drug-related criminal activity on or in the immediate vicinity of the leased premises, or to protect the rights and interests of the parties or those residing in the immediate vicinity of where the premises are located.

**441.840. Collection of rent during pendency of civil action**

A landlord shall be entitled to collect rent due and owing from the tenant during the pendency of a civil action brought pursuant to [sections 441.710 to 441.880](#).

**441.850. Prevailing party, recovery of costs**

An interested party or prosecuting attorney that prevails in an action brought pursuant to [sections 441.710 to 441.880](#) shall be entitled to recover from the landlord the reasonable costs of prosecuting the suit, including but not limited to reasonable attorney's fees, if the landlord failed to take reasonable corrective action within thirty days after having received a written request to do so by the prevailing plaintiff.

**441.860. Cumulative remedies**

The remedies authorized by [sections 441.710 to 441.880](#) shall be cumulative with each other and shall be in addition to, not in lieu of, any other remedies available at law or in equity.

**441.870. Immunity from civil liability**

Any person or organization that institutes or participates in an action brought pursuant to [sections 441.710 to 441.880](#) shall be immune from civil liability for actions performed in good faith and in the furtherance of the cause of action.

**441.880. Execution of order for removal or eviction, stay--notice of application--probationary tenancy--hearing--refusal to extend or renew lease or tenancy**

1. Upon application of a person subject to removal or eviction, the court shall stay execution of an order for removal or eviction if the movant establishes and the court finds all of the following:

(1) The person is a drug user and drug dependent, and will promptly enter a court-approved drug treatment program, or the tenant did not aid or assist in the drug-related criminal activity;

(2) The activity which is the subject of the action did not occur within one thousand feet of a school or did not involve the sale or distribution of drugs to minors;

(3) A weapon or firearm was not used or possessed in connection with the activity that is the subject of the action;

(4) The court has not or will not issue a protective order pursuant to [section 441.820](#);

(5) The movant has not previously received a stay of execution for cause brought pursuant to [sections 441.710](#) to 441.880; and

(6) The stay of execution will not endanger the safety, health or well-being of the surrounding community or the plaintiff.

2. The plaintiff, or any interested party who submits a written request to the court to be notified of an application for a stay of execution, shall be provided reasonable notice of, and an opportunity to be heard at, all hearings relating to a stay of execution sought pursuant to this section.

3. If the court stays execution of a removal or eviction order pursuant to subsection 1 of this section, then the court shall place the movant on probationary tenancy. The period of probationary tenancy shall last either six months or for the duration of the lease agreement between the landlord and the tenant, whichever is shorter. The court may impose or modify such terms and conditions of probationary tenancy as are necessary to further the purposes of [sections 441.710](#) to 441.880 or to protect the safety, health or well-being of the surrounding community or the parties. If a defendant is determined by the court to be a drug user and drug dependent, the terms and conditions of probationary tenancy may include, but are not limited to, the periodic drug testing of the defendant, a program of reasonable community service and prompt entry into and participation in a court-approved drug treatment program.

4. Following a motion by the plaintiff alleging defendant's noncompliance with the terms and conditions of probationary tenancy, and a five-day written notice served on the defendant specifying the time and place of the hearing and the particulars of the alleged noncompliance, the court may conduct a hearing on the motion. If the defendant is found by the court to have materially failed to comply with any terms or conditions of probationary tenancy, then the court shall immediately rescind the stay of execution. Any hearing held pursuant to this section shall be expedited and shall be held within five days of the court certification of service of the written notice on the defendant.

5. Nothing in [sections 441.710](#) to 441.880 shall impair the right of a party to seek the eviction or removal of a tenant or person for conduct occurring subsequent to the events giving rise to the initial cause of action, and [sections 441.710](#) to 441.880 shall not impair the right of a landlord to refuse to extend or renew a lease or tenancy pursuant to existing law.

6. Following a motion by the defendant alleging that the defendant has substantially complied with the terms and conditions of probation and that the defendant no longer poses a risk to the safety, health or well-being of the surrounding community or parties, and a five-day written notice served on the plaintiff specifying the time and place of the hearing and the particulars of the motion, the court may conduct a hearing on the motion.

Upon finding sufficient evidence to support the motion, the court shall discharge the order of eviction or removal and shall dismiss the cause of action. The order of eviction or removal shall automatically be deemed discharged and the cause of action automatically deemed dismissed upon expiration of the term of probationary tenancy.

END OF DOCUMENT