

# Missouri Revised Statutes

## Chapter 535 Landlord-Tenant Actions

←535.210

### Section 535.300.1

535.010→

August 28, 2016

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#### **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.**

535.300. 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. Security deposits shall not be commingled with other funds of the landlord. All security deposits shall be held in a trust established by the landlord and deposited in a bank, credit union, or depository institution account in the name of the trustee. Any interest earned on a security deposit shall be the property of the landlord. A landlord licensed under and subject to the requirements of chapter 339, in lieu of complying with this subsection, shall maintain all tenant security deposits in a bank, credit union, financial or depository institution account, and shall not commingle such security deposits with other funds of the landlord except as provided in section 339.105. 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.

(L. 1983 H.B. 175 § 1, A.L. 2016 H.B. 1862)

(2007) Provision allowing award of twice the security deposit for wrongful failure to return deposit does not apply to tenants of commercial property. PDQ Tower Services, Inc. v. Adams, 213 S.W.3d 697 (Mo.App.W.D.).

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Missouri General Assembly

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