

# Camden County Senate Bill 40 Board

## Housing Voucher Program Guidelines

### **Program Description**

The Camden County Senate Bill 40 Board Housing Voucher Program (HVP) has been established in hopes of promoting independent and integrated living for Camden County residents with developmental disabilities. HVP is designed to assist individuals with developmental disabilities and families or guardians who have individuals with developmental disabilities living with them to obtain safe, decent, sanitary, and affordable housing within and throughout Camden County. The HVP offers rental assistance payments on behalf of eligible participants to landlords who choose to participate in the program. The monthly rental assistance payment is paid directly to the landlord on behalf of the participant(s), and the amount paid is based on the total household income of the participant(s).

### **How it Works**

An individual, family, or guardian applies for rental assistance at the Camden County Senate Bill 40 Board office. Staff will determine eligibility. Once determined eligible, a rental dwelling is sought and determined. Staff will calculate the portion of the rental payments to be paid by the Camden County Senate Bill 40 Board and the portion of the rental payments to be paid by the individual or family. Staff will then contact the landlord for the home chosen to determine if the landlord is willing to participate in the program and to schedule a date for an initial inspection of the dwelling. Once the dwelling passes inspection; all parties sign all contracts, addenda, and agreements; and all monies due are paid to the landlord, the individual or family will begin occupying the dwelling. Each year thereafter, the process will be repeated.

### **Participant Eligibility**

The following conditions apply to individuals or families to become eligible and remain eligible for participation in the HVP:

- The participant or participant family/household member must be determined to have a developmental disability as defined in RSMo 630.005 and be approved to receive Targeted Case Management services through the Camden County Senate Bill 40 Board or contracted entity by the State of Missouri Department of Mental Health, Division of Developmental Disabilities
- The participant or participant family/household member must be a resident(s) or in transition to becoming a resident(s) of Camden County
- The participant or participant family/household gross annual household income must be considered "Low Income" (80%) by the most recently published income limits per household size as determined by the United States Department of Housing and Urban Development (HUD)
- The participant or participant family/household cannot own a home(s), land, or other real estate
- The participant or participant family/household must be recertified no less than once annually on or before the participation anniversary date and must immediately (within 5 business days) report any changes in household composition or income for ongoing eligibility redetermination
- Only those individuals listed on the application for the HVP program will be allowed to reside in the home – failure to report a change in household composition will result in the immediate termination of HVP rental assistance (maximum amount of time visitors can stay is 1 week without prior written approval from the landlord and the Camden County Senate Bill 40 Board)
- Failure to report any increase in household income will result in the immediate termination of HVP rental assistance

- The participant or participant family/household must abide by the lease contract with the landlord and the provisions established within the HVP
- The participant or participant family/household must pay his/her/their portion of the rent (and late fees if paid late), utilities, and any other fees demanded as a condition of tenancy each month
- The participant or participant family/household member must be determined eligible to lease the home by the landlord's approval guidelines (tenant selection criteria)
- Residents/participants of Individual Supported Living (ISL), Group Home, Residential Care Facility (RCF), or other State programs are not eligible for participation in the HVP; however, if the residency/participation terminates, he/she/they will become eligible to participate in the HVP

### **Eligible Homes**

To be an eligible home for participation in the HVP, the following conditions must apply:

- The home can be any single-family home not considered to be a "mobile" home or "trailer"
- The home can be an apartment, duplex, triplex, fourplex, or any other similar multi-family structure not considered to be a "mobile" home or "trailer"
- The home must pass a Housing Quality Standards inspection prior to occupancy and each year thereafter (special inspections may be required at any time due to complaints, remodeling, reasonable accommodation requests, tenant neglect, natural disaster, catastrophic damage, or other various reasons)
- The owner (landlord) must be willing to participate in the HVP and abide by the provisions established within the HVP
- Occupancy must comply with the standards established by the State of Missouri, i.e., no more than 2 occupants per bedroom except for the birth of a child or children during the effective lease contract period
- There cannot be less occupants than the total number of bedrooms in the home unless:
  - there is an approved personal assistant or supportive service individual(s) residing at the home or staying overnight on a regular basis as a condition of the supportive services agreement or other similar agreement related to the care and the well-being of the participant
  - there are not enough or no dwelling units available from landlords participating in the program at the time the dwelling unit is sought or needed

***(NOTE: Effort to find the appropriate size dwelling unit must be documented and these exceptions MUST be approved by the Executive Director)***

- Amenities of the home (i.e. pools, spas, hot tubs, exercise rooms, community rooms, or other features/fixtures) must comply with local, State, and/or Federal statutory/code requirements
- The participant or participant family/household portion of the monthly rent cannot exceed 40% of the gross annual household income if the monthly rent amount is higher than the most recently published "Fair Market Rents" schedule for Camden County by HUD (see next paragraph "Rents and Deposits")
- Homes identified as accommodating ISL, Group Home, RCF, or other State programs are not eligible homes for participation unless the proposed home is a separate, independent living area

### **Calculating Gross and Net Annual Income**

Total calculated gross annual household income is the anticipated amount of individual or household income available from all sources collectively on an annual basis. Sources of income to be calculated include, but are not limited to, the following:

- Employment
- Government benefits (Unemployment, Social Security, Disability, etc.)
- Annuity payments
- Income from assets set aside on behalf of the participant or participant family/household member not conveyed by another household member, which includes inheritances, certificates of deposits, trusts,

retirement accounts, or other similar accounts, assets, or instruments of conveyance not immediately accessible to the participant or participant family/household – the lump sum cash value of the account, asset, or instrument is not considered income unless it is in the immediate possession of or immediately accessible for expenditure by the participant or a participant family/household member; however, periodic cash distributions from the accounts or instruments are considered income unless the monies are spent on services or supplies that are vital to the care of the eligible participant or participant member of the family/household (proof of receipts for such expenditures are required)

- Interest on checking and savings accounts
- Cash contributions from friends or family members for household or living expenses
- Lottery, raffle, gambling, or other proceeds/winnings in excess of \$600
- Other income, income from assets, or cash contributions to the household

Sources of income **NOT** included in the gross annual household income calculation are:

- Child Support
- Food Stamps
- WIC
- TANF
- Donations from non-profit organizations
- Payments made to vendors, creditors, or providers on behalf of the participant or participant family/household (excluding reimbursable or reimbursed child care expenses)
- Income tax rebates or refunds

The gross annual household income from all sources less allowable deductions equals net annual household income. Allowable deductions include:

- Out-of-pocket childcare or daycare expenses or applicable portion thereof being purchased on behalf of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Out-of-pocket health, vision, dental, life, accidental death, or other related insurance premium expenses or applicable portion thereof being purchased on behalf of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Medicaid Spend-down/Premium expense or applicable portion thereof being paid on behalf of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Out-of-pocket expenses or applicable portion thereof directly related to the treatment of the eligible participant family/household member which is not reimbursable, being reimbursed, or paid by another person, agency, or entity (must be verifiable and show proof of cost)
- Utility allowance for all applicable utilities paid by the participant or participant family/household according to the most recently published Pulaski County Public Housing Agency Utility Allowance Schedule for Camden County by applicable bedroom size

### **Rents and Deposits**

Any required security deposits shall be paid by the participant or participant family/household. The HVP rent calculation will be based on an amount not to exceed the most recently published “Fair Market Rents” schedule for Camden County by HUD or the actual contract rent, whichever is less. If the contract rent is below the “Fair Market Rent” amount, the participant(s) portion of rent will be 30% of net annual household income divided by 12, which will be rounded down to the nearest whole dollar amount; and the HVP portion of rent will be the contract

rent less the participant(s) portion of rent. If the contract rent is higher than the "Fair Market Rent", the participant(s) portion of rent will be 30% of the annual household income divided by 12 plus the difference in the contract rent less the "Fair Market Rent", which will be rounded down to the nearest whole dollar amount; and the HVP portion of rent will be the "Fair Market Rent" less the 30% of the participant(s) household income divided by 12 calculation.

**Example #1 – Contract Rent is Higher than "Fair Market Rent":** An eligible participant lives alone and wishes to rent a one-bedroom apartment. The apartment is an "all electric" home, and the landlord pays for water, trash, and sewer. The eligible participant's gross annual household income is \$12,000. The eligible participant is a Medicaid recipient with no other deductions other than a utility allowance. The contract rent for the apartment is \$600 monthly. The most recently published "Fair Market Rent" for a one-bedroom apartment is \$528 monthly. The Utility Allowance deduction is \$146 per month (\$1,752 annually). The calculation for the participant(s) and HVP portions of rent is as follows:

Participant's Portion

\$12,000 (gross annual household income) - \$1,752 (annual utility allowance deduction) = \$10,248 (net annual household income)

\$10,248 X 30% = \$3,074.40

\$3,074.40 ÷ 12 = \$256.20, which is rounded down to \$256 (participant portion of monthly rent based on net annual household income)

\$600 (contract rent) - \$528 ("Fair Market Rent") = \$72

\$256 + \$72 = \$328

Participant's portion of monthly contract rent is \$328

HVP Portion

\$528 ("Fair Market Rent") - \$256 (30% of participant's monthly income) = \$272

HVP portion of monthly contract rent is \$272 (The minimum HVP portion shall be no less than \$100)

*Please Note: The participant or participant family/household portion of the monthly rent cannot exceed 40% of the gross annual household income. In this scenario, the maximum rent to pay to be an eligible home would be: \$12,000 X 40% ÷ 12 = \$400*

**Example #2 – Contract Rent is Below "Fair Market Rent":** An eligible participant lives alone and wishes to rent a one-bedroom apartment. The apartment is an "all electric" home, and the landlord pays for water, trash, and sewer. The eligible participant's gross annual household income is \$12,000. The eligible participant is a Medicaid recipient with no other deductions other than a utility allowance. The contract rent for the apartment is \$500 monthly. The most recently published "Fair Market Rent" for a one-bedroom apartment is \$528 monthly. The Utility Allowance deduction is \$146 per month (\$1,752 annually). The calculation for the participant(s) and HVP portions of rent is as follows:

Participant's Portion

\$12,000 (gross annual household income) - \$1,752 (annual utility allowance deduction) = \$10,248 (net annual household income)

\$10,248 X 30% = \$3,074.40

\$3,074.40 ÷ 12 = \$256.20, which is rounded down to \$256 (participant portion of monthly rent based on net annual household income)

Participant's portion of monthly contract rent is \$256

HVP Portion

\$500 (contract rent) - \$256 (participant's portion of rent) = \$244

HVP portion of monthly contract rent is \$244 (The minimum HVP portion shall be no less than \$100)

I/We have read, understand, and agree to follow the Housing Voucher Program Guidelines. I/we understand any intentionally falsified or undisclosed information may result in disqualification of program participation, repayment by the household for rental assistance payments made on behalf of the household, and/or civil/criminal prosecution.

**(All individuals 18 years-of-age or older residing in the household and/or guardian(s) must sign)**

Head of Household Signature	Date	Spouse Signature	Date
Roommate Signature	Date	Roommate Signature	Date
Guardian/Power of Attorney Signature	Date	Guardian/Power of Attorney Signature	Date



**CAMDEN COUNTY SENATE BILL 40 BOARD  
HOUSING VOUCHER PROGRAM APPLICATION  
FOR RENTAL ASSISTANCE**

APPLICANT NAME (Head of Household): \_\_\_\_\_

Current Street Address: \_\_\_\_\_

City, County, State, Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

**HOUSEHOLD COMPOSITION**

(List the Head of Household and all other members who will be living in the unit. Give the relationship of each family member to the head of household.)

Member's Full Name	Relationship	Birthdate	Age	Sex	Social Security No.

Race of Head of Household (Check One) - ***Optional***

(This information is being collected to assure compliance with fair housing and equal opportunity rules.)

- |   |   |
|---|---|
| <input type="checkbox"/> White                          | <input type="checkbox"/> Asian/Pacific Islander |
| <input type="checkbox"/> Native American/Alaskan Native | <input type="checkbox"/> Hispanic               |
| <input type="checkbox"/> Other                          | <input type="checkbox"/> Black                  |

Please check any that apply to you.

- ☐ Have you or a member of your household been determined to have a developmental disability as defined in RSMo 630.005 and have been approved to receive Targeted Case Management Services through the Camden County Senate Bill 40 Board, State of Missouri Department of Mental Health – Division of Developmental Disabilities, or other contracted Targeted Case Management Agency?

If yes, please identify the individual(s):

- ☐ Do you have a designated guardian(s) or designated individual(s) with power of attorney over your estate/affairs?

If yes, please identify the guardian(s) or individual(s) with power of attorney:

☐ Do you pay daycare or childcare expenses on behalf of the identified individual(s)?  
If yes, please briefly explain:

☐ Do you pay for health insurance, vision insurance, dental insurance, or a Medicaid "spend-down" on behalf of the identified individual(s)?  
If yes, please briefly explain:

☐ Do you pay any "out-of-pocket" expenses or applicable portion thereof (not reimbursed, reimbursable, or paid by another person, agency, or entity) directly related to the treatment of the identified individual(s)?  
If yes, please briefly explain:

☐ Are you currently homeless or living in substandard housing?  
If yes, please briefly explain:

☐ Have you been (or are you about to be) displaced from your housing?  
If yes, please briefly explain:

☐ Do you currently own a home, land, or other real estate?  
If yes, please provide the address or location:

☐ Will you require a personal assistant(s) or supportive service individual(s) to reside with you or stay overnight on a regular basis?  
If yes, please briefly explain:

☐ Have you or anyone in the household ever been convicted of a felony or are you or anyone in the household a registered sex offender?  
If yes, please briefly explain:

### INCOME INFORMATION

What is the total annual income of all household members? (Include wages, salaries and tips; other income such as alimony, child support; and Social Security, AFDC or other benefits)

Member's Full Name	Source of Income	Annual Amount	Payment Basis (weekly, monthly, etc.)

(Use separate piece of paper if necessary to complete all information)

### ASSET INFORMATION

List the type and source of any family assets. Provide both the current cash value and the estimated annual income from the asset.

Member's Full Name	Type and Source of Asset (bank accounts, investments, trusts, etc.)	Cash Value of Asset	Annual Income from Asset

(Use separate piece of paper if necessary to complete all information)



APPLICATION CERTIFICATION: I/we understand that the above information is being collected to determine if I/we are eligible to receive rental assistance. I/we authorize the Camden County Senate Bill 40 Board to verify all information provided on this application. The information I/we have provided is true and correct to the best of my/our knowledge. I/we understand any intentionally falsified or undisclosed information related to this application for rental assistance may result in disqualification of eligibility. I/we understand if our application is approved and rental assistance is paid on behalf of the household, any falsified or undisclosed information may result in disqualification of program participation, repayment by the household for rental assistance payments made on behalf of the household, and/or civil/criminal prosecution.

Head of Household Signature _____ Date _____	Spouse Signature _____ Date _____

Roommate Signature _____ Date _____	Roommate Signature _____ Date _____

Guardian/Power of Attorney Signature _____ Date _____	Guardian/Power of Attorney Signature _____ Date _____

**All individuals 18 years-of-age or older residing in the household and/or guardian(s) must sign this application. All proof of income, proof of assets, proof of qualifying expenses, income tax returns, and other supportive documentation must be attached with this application.**



**CASE MANAGER NOTES**  
**AND/OR**  
**ADDITIONAL INFORMATION**

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# FY 2015 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

## FY 2015 Income Limits Summary

FY 2015 Income Limit Area	Median Income  <a href="#">Explanation</a>	FY 2015 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Camden County	\$52,600	Very Low (50%) Income Limits (\$) <a href="#">Explanation</a>	18,450	21,050	23,700	<b>26,300</b>	28,450	30,550	32,650	34,750
		Extremely Low (30%) Income Limits (\$)* <a href="#">Explanation</a>	11,770	15,930	20,090	<b>24,250</b>	28,410	30,550*	32,650*	34,750*
		Low (80%) Income Limits (\$) <a href="#">Explanation</a>	29,500	33,700	37,900	<b>42,100</b>	45,500	48,850	52,250	55,600

**Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.**

\* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low (30%) income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2015 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2015 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2014 Median Family Income and Income Limits for Camden County](#)

Select a different county or county equivalent in Missouri:

Camden County  
Cape Girardeau County

Select any FY2015 HUD Metropolitan FMR Area's Income Limits:

Abilene, TX MSA



# FY 2015 FAIR MARKET RENT DOCUMENTATION SYSTEM

## The Final FY 2015 Camden County FMRs for All Bedroom Sizes

The following table shows the Final FY 2015 FMRs by unit bedrooms for  
**Camden County, Missouri.**

Final FY 2015 FMRs By Unit Bedrooms				
<a href="#">Efficiency</a>	<a href="#">One-Bedroom</a>	<a href="#">Two-Bedroom</a>	<a href="#">Three-Bedroom</a>	<a href="#">Four-Bedroom</a>
\$438	\$560	\$664	\$946	\$1,176

[Click Here for FY2014 FMRs](#)

FY 2015 FMR areas continue to use the revised Office of Management and Budget (OMB) area definitions that were first issued in 2003 along with HUD Defined Metropolitan Areas (HMFAs) as described in the FY2011 FMR documentation, which can be found at ([Camden County FY2011 FMR Documentation system](#)). Although OMB issued new Metropolitan area definitions in [February 2013](#), the Census Bureau [did not incorporate these definitions](#) into the 2012 American Community Survey (ACS) data. No changes have been made to these OMB-defined areas since the publication of Final FY2011 FMRs.

Camden County is a non-metropolitan county.

### Fair Market Rent Calculation Methodology

[Show/Hide Methodology Narrative](#)

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2008-2012 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2015.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 8 EXISTING HOUSING ALLOWANCES FOR TENANT- FURNISHED UTILITIES AND OTHER SERVICES							Date Effective: February 1, 2015								
Locality: Pulaski County PHA				Camden, Laclede, Miller, Pulaski											
UTILITY OR SERVICE				MONTHLY DOLLAR ALLOWANCES											
				1 BR			2BR			3 BR			4BR		
				APT	TRL	HS	APT	TRL	HS	APT	TRL	HS	APT	TRL	HS
HEATING a: Natural Gas b: Bottle Gas c: Electric d: Oil/Other				24	39	45	28	44	50	32	49	55	36	53	60
				47	79	94	55	92	106	63	104	120	71	116	134
				14	35	33	19	36	39	24	37	44	29	38	49
COOKING a: Natural Gas b: Bottle Gas c: Electric d. Coal/Other				5	5	5	6	6	6	9	9	9	10	10	10
				8	8	8	10	10	10	16	16	16	18	18	18
				6	6	6	7	7	7	8	8	8	10	10	10
OTHER ELECTRIC				22	28	31	29	39	40	35	50	48	41	60	57
AIR CONDITIONING				5	6	7	8	10	12	11	14	16	14	17	20
WATER HEATING a: Natural Gas b: Bottle Gas c: Electric d: Oil/Other				15	15	15	21	21	21	26	26	26	29	29	29
				26	26	26	39	39	39	47	47	47	53	53	53
				13	13	13	19	19	19	23	23	23	27	27	27
WATER				20	20	20	24	24	24	28	28	28	32	32	32
SEWER				30	30	30	34	34	34	37	37	37	41	41	41
TRASH				11	11	11	11	11	11	11	11	11	11	11	11
RANGE/MICROWAVE				12	12	12	12	12	12	12	12	12	12	12	12
REFRIGERATOR				13	13	13	13	13	13	13	13	13	13	13	13
OTHER- MONTHLY ELECTRIC FEE				15	15	15	15	15	15	15	15	15	15	15	15
MONTHLY NATURAL GAS FEE				10	10	10	10	10	10	10	10	10	10	10	10
ACTUAL FAMILY ALLOWANCES: To be used by the family to compute allowance. Complete below for the actual unit rented.							Utility or Service		Per Month Cost						
							Heating		\$						
Name of Family							Cooking		\$						
							Other Electric		\$						
							Air Conditioning		\$						
Address of Unit							Water Heating		\$						
							Water		\$						
							Sewer		\$						
							Trash		\$						
							Range/Microwave		\$						
							Refridgerator		\$						
Number of Bedrooms							Other		\$						
							Other		\$						
							Total		\$						



Missouri's

# Landlord- Tenant Law



The rights &  
responsibilities of  
landlords & tenants

Missouri Attorney General  
**CHRIS KOSTER**





Chris Koster is sworn in as attorney general by state appellate Judge Joseph Dandurand, now deputy attorney general. Niece Claire Koster holds the Bible.

## **Guide can help tenants, landlords avoid disputes**

Dear Missourians,

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

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

**Chris Koster**

Attorney General

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# General obligations

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

## **Tenants should:**

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

## **Landlords should:**

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



## **Put it in writing**

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

# 1997 provisions

Laws passed in 1997 offer greater protection for tenants renting from unresponsive landlords as well as more options for landlords to get rid of drug dealers and destructive tenants. Among the provisions:

- Authorizes county courts to order the quick removal of tenants involved in drug-related criminal activity or violence, even when there is no arrest. Prior written notice is not required to remove a tenant.
- Allows landlords to remove abandoned personal items once they have complied with notice requirements.
- Makes a landlord guilty of forcible entry for willfully interrupting utility service, unless it is done for health and safety reasons.
- Allows a tenant, under certain circumstances and after giving a landlord 14 days' notice, to deduct one-half month's rent or up to \$300 (whichever is greater) for repair of code violations when a landlord neglects property. This can be done once a year.



- Allows a landlord to double the rent when a tenant lets another person take over the premises without the landlord's permission.
- Limits occupancy to two persons per bedroom except for children born during the lease period.



### **Mobile home lots**

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



# The lease

Renters are bound either by an oral or written agreement.

## WRITTEN AGREEMENT

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

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

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

When considering a written lease agreement, tenants should:

- **Read the entire contract** and ask questions or obtain a legal opinion about unclear provisions.
- **Ask for changes.** If tenants dislike certain provisions in the lease, they have the right to ask landlords to amend the lease with written changes.

However if a landlord refuses, which he has a right to do, a tenant must decide whether to sign the lease. If changes are made, both the tenant and landlord should initial the changes.

- **Do not rely on verbal statements.** All promises and agreements should be in writing for your protection.

## **BASIC LEASE PROVISIONS**

At a minimum the lease should include:

- Landlord's name, address and phone number.
- Address of rental property.
- Amount of monthly rent.
- Rent due date and grace period (if any).
- Amount of security deposit and conditions for its return.
- Length of lease.

## **OTHER QUESTIONS**

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

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



## **Signed lease**

A lease for one year or more must be written and signed by the tenant and landlord.



## ORAL AGREEMENT

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

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

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

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

## LANDLORD CAN END LEASE

A landlord can end a lease:

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

# Expiration of lease

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

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

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

## MILITARY PERSONNEL PROVISIONS

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

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

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



## Cyber law

You can find the state statutes at [www.moga.mo.gov/statute/search](http://www.moga.mo.gov/statute/search). Chapters 441, 534 and 535 address landlord-tenant issues.

## Subleasing

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

However with subleasing, you still are responsible to your landlord for the original lease. You also can be held responsible for any problems created by the new tenant.

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

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

Remember, you need a written agreement to sublease or cancel your lease.





# Security deposit

Under Missouri law, a landlord can only require a maximum two months' rent as a security deposit.

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

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

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

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

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

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

Remember to give the landlord your forwarding address in writing. Otherwise, he may not be able to send your deposit.



**A tenant may not** use the security deposit to pay for the last month's rent.

## Know the Landlord-Tenant Law



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

# Repairs

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

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

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

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

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



**A tenant** may violate the lease and face eviction if he withholds rent until repairs are made.



Under **very limited** circumstances, the tenant may make repairs and deduct the cost from rent if the tenant:

- Has lived on the property for at least six months.
- Has paid all rent owed.
- Is not in violation of the lease.
- Has notified the landlord of the problem and has allowed at least 14 days for the landlord to respond.
- Has, at the landlord's request, received verification from city inspectors that the problem violates city code.

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

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

# Eviction

A landlord may not evict a tenant without a court order. The landlord may begin eviction proceedings if a tenant:

- Damages property.
- Fails to pay rent.
- Violates the terms of the lease.
- Injures the lessor or another tenant.
- Allows drug-related criminal activity on the premises.
- Fails to vacate at the end of the lease term.
- Gambles illegally on the property.

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



**A tenant** may sue a landlord if all or part of the security deposit is wrongfully withheld.



# Discrimination

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

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

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

## **Missouri Human Rights Commission**

Toll-free: 877-781-4236

Jefferson City: 573-751-3325

St. Louis: 314-340-7590

## **U.S. Department of Housing and Urban Development**

Housing Discrimination Hotline:  
800-669-9777

## **Metropolitan St. Louis Equal Housing Opportunity Council**

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

# Publications, online topics

## CONSUMER GUIDES

- Know your Rights (for general public)
- Student Consumer Guide (for college students)
- Conozca sus Derechos (for Hispanics)

Publications and consumers topics available at [ago.mo.gov](http://ago.mo.gov):

## CAR/HOME

- All About Autos
- Check a Charity for giving
- Door-to-Door Sales
- Home Repair Fraud
- Identity Theft
- Internet Fraud
- Landlord-Tenant Law (available in Spanish)
- Lien Law
- Warranties

## SOLICITATIONS/SALES

- Contest Cons
- Magazine Sales
- Slamming & Cramming
- Sweepstakes
- Travel Scams
- Vacation Timeshares

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**CALL**

Consumer  
Protection  
Hotline:

**800-392-  
8222**



## **INVESTMENT**

- Bank Examiner & Pigeon Drop Schemes
- Business Offers
- Home Equity Loans
- Investment Scams
- Pyramid (get-rich-quick) Schemes

## **HEALTH**

- Health & Fitness Clubs
- Life Choices: Plan now for end-of-life care
- Pre-need Funeral Plans

## **LEGAL/BUSINESS**

- The Court Process: How the criminal justice system works
- Credit Repair Scams
- Crime Victims' Rights
- Gambling, Lotteries, Raffles
- Protecting Victims of Domestic Violence
- The Sunshine Law: State's Open Meetings & Records Law

## **HANDLING COMPLAINTS**

- Consumers, Take Action



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REVISED MARCH 2009