

## COMPARISON OF MISSOURI EVICTION PROCEDURES

RENT & POSSESSION	UNLAWFUL DETAINER	“IMMEDIATE” EVICTION	CONTRACT ACTIONS
Use when tenant does not pay rent	Use when tenant breaches the lease or stays after the lease expires	Remedy for illegal drugs, violence or property damage	Use after tenant moves out to recoup monetary losses
<u>Purpose:</u> To recover rent; to take possession if tenant does not pay rent	<u>Purpose:</u> To regain possession of rental unit	<u>Purpose:</u> Expedited process to regain possession of rental unit	<u>Purpose:</u> To recover unpaid rent, fees, utilities and repair costs
<u>Notice:</u> Requires “demand” for rent. No specific requirement for type of notice or number of days. “Demand” must accurately state amount of rent, fees and utilities owed	<u>Notice:</u> 10 day’s written Notice of Termination for lease violation or a calendar month’s notice for month-to-month agreement; notice must be personally delivered to tenant or member of family over age 15, or posted on door	<u>Notice:</u> No notice necessary in most cases	<u>Notice:</u> Requires written demand for amount of rent and damages owed
<u>Sample Notice:</u> Sample "Demand for Payment of Rent" available at <a href="http://www.mokslaw.com/our-resources">www.mokslaw.com/our-resources</a>	<u>Sample Notice:</u> "Ten Day Termination Notice" and "Acceptance of Monies Letter" available at <a href="http://www.mokslaw.com/our-resources">www.mokslaw.com/our-resources</a>	No notice necessary in most cases	No specific requirement for type of notice or number of days unless the Lease states otherwise
<u>Payment:</u> Landlord MAY accept partial payment without giving up right to take judgment and evict for balance owed. Landlord MUST accept full payment of rent and costs if tendered	<u>Payment:</u> Landlord is entitled to rent up to termination date then double damages after that date. Landlord should not accept tender of rent after termination date without sending a written notice reserving its rights under the Notice of Termination	<u>Payment:</u> Landlord has right to collect rent, fees and utilities while the lawsuit is pending	3. <u>Payment:</u> Landlord MAY accept partial payment without giving up right to take judgment. Landlord MUST accept payment in full
<u>Counterclaims:</u> Tenant has right to file a counterclaim (Counterclaims are never compulsory)	<u>Counterclaims:</u> No counterclaims or equitable defenses permitted	<u>Counterclaims:</u> No provision in law	<u>Counterclaims:</u> Tenant has right to file a counterclaim
<u>Jury:</u> Tenant has no right to jury trial	<u>Jury:</u> Tenant may request jury trial	<u>Jury:</u> No provision in law	<u>Jury:</u> Tenant may request jury trial
<u>Timeline:</u> 55 – 82 days (significantly longer if a jury)	<u>Timeline:</u> 55 – 82 day (significantly longer if a jury)	<u>Timeline:</u> 22 – 53 days	<u>Timeline:</u> 65 – 180 days