

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 http://mokslaw.com/forms/ | <u>Sample Notice:</u> Ten Day Termination Notice available at http://mokslaw.com/forms/ | 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 | <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> Not permitted | <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 |