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**FREQUENTLY ASKED QUESTIONS  
MISSOURI POST JUDGMENT EVICTION 2024**

**Q. What is a judgment?**

**A.** A judgment is the court’s formal, written decision regarding the rights and obligations of the parties in a lawsuit. It outlines the judge’s ruling on the case and often includes an explanation of the reasoning behind the decision. The judgment determines the legal responsibilities of each party, such as who owes what or what actions must be taken.

**Q. Why did I receive a judgment for possession and not for unpaid rent, late fees and costs?**

**A.** This likely occurred due to the type of service that occurred. There are two options for serving the tenant(s):

1. **Personal Service:** To obtain a monetary judgment for unpaid rent, fees, and cost, personal service or the tenant’s personal appearance in court is required. This means the petition and summons must be served on the tenant(s), someone over the age of 15 at the property, or a family member. Personal service must be completed at least four (4) days before the court date.
2. **Service by Posting and Mailing:** If personal service cannot be completed, the process server may post the notice on the property’s main door and mail a copy to the tenant(s). However, this method must be done at least ten (10) days before the court date and will only result in a judgment for possession. The court cannot award unpaid rent, late fees, or costs with this type of service unless the tenant appears in court.

**Q. When does a judgment become final? Why does finality matter?**

**A.** A judgment for possession becomes final ten (10) days after it is entered. Once final, the landlord can proceed with enforcing the order by requesting a writ of restitution. If the 10th day falls on a weekend or holiday, Anderson & Associates will process the writ on the next business day. After this 10-day period, the tenant loses the right to file motions or appeals with the trial court.

**Q. What is a Writ of Restitution?**

**A.** A writ of restitution is a court order issued by a judge that directs a Deputy Sheriff to physically remove the tenant(s) from the rental property.

**Q. Should I accept money from the tenant after the judgment has been entered?**

**A.** Accepting payments after a judgment could potentially be seen as agreeing to continue the landlord-tenant relationship. This might give the tenant grounds to argue that a new tenancy has been established, which could interfere with the eviction process. Courts may interpret the acceptance of payment as an implicit agreement to reinstate the lease or start a new rental arrangement. If you choose to accept payment and do not want to reinstate the tenancy, you should issue a written notice of acceptance of funds post-judgment. A sample Acceptance of Funds Post-Judgment form can be found at <https://mokslaw.com/forms/>.

**Q. How long do I have to execute on the Writ**

A. There is no specific statutory deadline for a landlord to request a writ of restitution after the judgment becomes final. However, it is highly advisable to request the writ as soon as possible, especially before accepting any post-judgment payments from the tenant, as this could complicate enforcement of the writ.

**Q. How will I know when the eviction is scheduled?**

A. Once the writ of restitution is filed, your eviction will be assigned to a Deputy Sheriff within fourteen (14) days. The Deputy Sheriff will then contact you at the phone number Anderson & Associates has on file to notify you of the date and time of the lockout. This notification will typically occur within seventeen (17) days after the writ has been accepted and assigned to the Deputy Sheriff. Anderson & Associates does not control when the Deputy Sheriff's office will accept and assign the writ.

**Q. Do I need to be present at the eviction?**

A. Yes. On the day of the eviction, you must be present to meet the Deputy Sheriff. The Deputy will usually arrive in a marked patrol car and may stay inside the vehicle. You will need to approach the car, identify yourself as the landlord or the landlord's representative, and point out the entry door to the rental property. You will also sign a document authorizing the Deputy to use force to enter if necessary. It's important to have a key to the property or a locksmith on hand to ensure access.

**Q. What happens if the tenant refuses to remove themselves and their belongings?**

A. If the tenant refuses to leave, the Deputy Sheriff will physically remove them from the property. You, as the landlord, are responsible for moving the tenant's personal belongings to the curb or other public area. To ensure the process moves quickly, please have enough help available to assist with relocating the tenant's items. Before leaving, the Deputy will authorize you to change the locks so the tenant(s) cannot return.

**Q. Do I really have to set everything on the curb or can I keep it and sell it?**

A. After the eviction, it is highly advisable to immediately move all personal property to the curb or other public area. Once the items are placed there, they are considered abandoned property under Missouri law. If the tenant's belongings are still in the rental property after you have regained possession, you must either follow the legal procedure for handling abandoned property (see below) or provide the tenant with reasonable access to retrieve their belongings during a designated time. If the property left behind bears a conspicuous and permanent label or marking indicating it belongs to a third party (e.g., rented furniture or appliances), the landlord must take additional steps to notify the third party by certified mail and an additional five (5) business days to retrieve the property.

**Q: What should I do if the tenant moves out but leaves personal belongings behind before I have a judgment or before I am contacted by the Deputy Sheriff?**

A. You can declare the rental property abandoned and remove the tenant's belongings without a court judgment if the following conditions are met:

1. You have a reasonable belief that the tenant has vacated the property and does not intend to return.
2. Rent has been unpaid for thirty (30) days.
3. You provide written notice to the tenant by posting it at the property and mailing it to their last known address via regular and certified mail. The notice must give the tenant ten (10) days to contact you in writing to state that the property is not abandoned.

It's crucial to follow the procedure outlined in RSMo 441.065 precisely to protect yourself legally. Failing to do so could expose you to liability for improperly handling the tenant's belongings.

**Q. What should I do if a tenant abandons an animal at the rental property?**

**A.** Under Missouri law, animal abandonment is considered a form of neglect. You should contact local animal control, a shelter, or the humane society, as they are equipped to handle abandoned animals and can arrange for proper care. Be sure to document the situation thoroughly, including photos of the animal, notes on its condition, and any attempts to contact the tenant. If the animal appears aggressive or distressed, avoid handling it yourself to prevent injury and liability, leaving its care to animal control professionals.

**Q. How do I collect on my judgment?**

**A.** If Anderson & Associates has secured a money judgment on your behalf, the docket clerk will contact you via email to ask if you would like us to assist with collection. If so, you will be directed to speak with our collections department or by emailing us at [collect@mokslaw.com](mailto:collect@mokslaw.com).