
FREQUENTLY ASKED QUESTIONS MISSOURI EVICTION LAWSUITS 2024

Q. What is an eviction?

A. An eviction is the legal process by which a landlord removes a tenant from a rental property through a court action (lawsuit). In Missouri, there are 4 types of evictions: (1) Rent & Possession action, (2) Unlawful Detainer action, (3) Emergency Eviction, and (4) Ejectment.

Q. What is a Rent and Possession lawsuit?

A. If your tenant is past due on rent, late fees and/or utilities and still residing in your property, an attorney at Anderson & Associates will file a “Rent and Possession” lawsuit to evict.

Q. What is an Unlawful Detainer action?

A. If your tenant has (1) violated their lease, (2) violated the law, (3) failed to move when their lease expired or (4) failed to vacate after a foreclosure, an attorney at Anderson & Associates will file an “Unlawful Detainer” lawsuit to evict, after proper notice has been served upon the tenant.

Q. What is an Emergency Eviction?

A. An “Emergency Eviction”, also known as an immediate eviction, is a legal procedure that allows a landlord to evict a tenant 24 hours after a judgment is entered by a judge, without the need for a Deputy Sheriff to be present. This expedited process requires filing a lawsuit and obtaining a judgment. To succeed, the landlord must demonstrate evidence of violence, drug-related criminal activity, or significant physical damage to the property amounting to or exceeding 12 months' worth of rent.

Q. What is an ejectment?

A. An ejectment lawsuit is a legal action used to resolve disputes over property ownership and possession. It is typically filed by a property owner or rightful possessor to remove an individual or party occupying the property without legal rights. Unlike eviction actions, which usually involve landlord-tenant relationships, ejectment cases often arise when there is no rental agreement, or when someone refuses to vacate property they do not legally own or have the right to possess, such as after the death of an owner or a property sale.

Q. What information do you need before you will help evict a tenant?

A. Please complete the on-line intake form by going to <https://mokslaw.com/> and clicking on the “File a Case” button and follow the below steps to refer your eviction matter to us. Please have your lease, ledger and copies of any termination notices saved in PDF format and ready to upload.

Step (1) Go to <https://mokslaw.com/>.

Step (2) Click on the “File a Case” button (located in the upper middle corner of the screen)

Step (3) You will be prompted to fill out information relevant to your case including:

- a. Client Information;
- b. Billing Information;
- c. Property Information;
- d. Resident Information;
- e. Service of the Eviction Information;
- f. Reason for the Eviction;

- g. Collection Information; and
- h. Acceptance of the Attorney/Client Engagement Agreement.

*Throughout the process, you will be given the opportunity to upload your supporting documents, including the Lease Agreement, Ledger, and Notices.

Step (4) Once you are done, you will submit the case by clicking the green “Submit” button.

Step (5) Our eviction team will promptly email you with a copy of your file and a 5-digit internal file number.

Q. Who is John Doe and Jane Doe?

A. The names "John Doe" and "Jane Doe" are placeholder names used to refer to men and women, respectively, whose true identities are unknown or need to be kept anonymous in a legal context or lawsuit.

Q. How much does it cost to file an eviction suit?

A. Before filing an eviction lawsuit, Anderson & Associates will invoice you for the following: the court’s filing fee, a private process server fee, a \$400.00 attorney's fee, a sheriff's surcharge per tenant, and the sheriff's fee for the lockout. For a detailed outline of costs specific to each county, please refer to the *Missouri Eviction Fee Schedule* available at <https://mokslaw.com/forms/>.

Q. Why do I need a lawyer to file an eviction suit?

A. If your rental property is owned by a business entity, the law requires that you be represented by a lawyer. If you own the property in your individual name, you may be able to file the lawsuit without legal representation. In Missouri, eviction lawsuits are typically resolved more quickly than regular civil cases, but landlords must adhere to strict and detailed procedures. Given that a person’s home is at stake, judges often set a high standard when ruling in favor of the landlord. Like any business owner, landlords aim to maximize profitability and minimize liability. Hiring an attorney to guide you through this process is a wise business decision.

Q. Can I change the locks or turn off the utilities when the tenant stops paying?

A. No. Missouri law strictly prohibits “self-help” evictions and enforces significant penalties for landlords who violate these regulations. Landlords who engage in such actions can face criminal prosecution and/or be sued in civil court for the tenant’s damages, which could include costs for temporary housing, the value of spoiled food from a non-functioning refrigerator, or expenses for electric heaters if gas service is cut off. Additionally, landlords may incur substantial penalties. Even if the tenant has failed to pay rent, left the property in disarray, verbally abused you or your staff, or behaved inappropriately, these actions will not excuse failing to comply with the law.

Q. What is an unlawful eviction?

A. An unlawful eviction occurs when a landlord attempts to remove a tenant without obtaining a court judgment. Only a judge can legally order a tenant to vacate a property. “Self-help” evictions include actions such as changing the locks, using threats or physical force to pressure a tenant to leave, shutting off utilities, or removing the tenant’s personal property from the rental unit.

Q. Can I turn off the utilities if the tenant refuses to place them in her name?

A. It is illegal to call the electric, water, gas or oil companies and cancel service to the rental property regardless of what your lease provides. Even if the utilities are in your name, it is still illegal to shut off

“essential” utility service to the property while a tenant is living there. The bottom line is that if you force your tenant to vacate without due process (a lawsuit), you can be fined more than it would have cost you to go through the proper process. While it may be frustrating, landlords should keep the utilities in their name temporarily to avoid service interruptions. This helps maintain habitability standards and prevents potential legal issues related to constructive eviction.

Q. How long does the eviction process take?

A. A court date will be scheduled approximately **28 - 42** days after the lawsuit is filed. Our private process servers will give a copy of your petition and the court summons to the tenant at least 10 days before the court date. They will attempt personal service at least 3 times before posting.

- Regardless of the type of lawsuit, if the tenant appears in Court and disputes the allegations in your petition, the Judge will set the case for trial **30 days** later.
- If the tenant does not appear in Court, the Judge will enter a default judgment. A judgment for “Rent and Possession” becomes final after **10 days**.
- After a judgment becomes final, the writ of restitution can be issued to the Deputy Sheriff.
- Once the writ of restitution is filed, your eviction will be assigned to a Deputy Sheriff within **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 **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.

YOU SHOULD BE AWARE THAT YOUR TENANT MAY BE ON THE PROPERTY FOR UP TO 4 MONTHS AFTER A CASE IS REFERRED TO OUR LAW OFFICE.

Q. What is a petition for eviction?

A. A petition for eviction is a formal, certified document submitted to the court requesting an order that requires a tenant to pay rent, late fees, utilities, court costs and/or vacate the rental property.

Q. What is a summons?

A. A summons is a legal document that notifies your tenant that they are being sued and affirms the court's authority to hear and decide the case. It also directs the tenant to appear in court on a specified date and respond to the petition.

Q. Where will you file my eviction suit?

A. The eviction must be filed in the county where the property is located.

Q. Who should be named as the Landlord in the petition?

A. The owner or manager of the rental property can be named as the landlord in the petition. To ensure flexibility, Anderson & Associates prefers to name both the owner and the manager, allowing either party to testify if a trial becomes necessary.

Q. What notice is required prior to filing my Rent & Possession lawsuit?

A. Missouri law mandates that the landlord issue a formal demand to the tenant, requiring them to pay any past-due rent, late fees, and utilities, or vacate the property. Anderson & Associates includes this demand notice as part of their service fee. A sample Demand Letter can be located at <https://mokslaw.com/forms/>.

Q. What notice is required prior to filing my Unlawful Detainer lawsuit?

A. You should serve your tenant with a *10-Day Termination Notice* if your tenant has (1) violated their lease, or (2) violated the law, (3) failed to move when their lease expired, or (4) failed to vacate after a foreclosure. A sample *10-Day Termination Notice* is available at <https://mokslaw.com/forms/>.

Q. What notice is required to terminate a month-to-month tenancy?

A. If you do not have an executed lease agreement and your tenant has been paying rent periodically, they are considered a month-to-month tenant. A month-to-month tenancy automatically renews every month, meaning that without action, your tenant could theoretically remain indefinitely. To terminate this type of tenancy, you must provide the tenant with a complete 1 months' notice, calculated from a rent payment date.

For example, if rent is due on the 1st of each month, you would need to give notice on June 30th for the tenancy to terminate on July 31st. Anderson & Associates can then file your eviction on August 1st. If notice is given on July 1st, termination would not be effective until August 31st. A sample *Notice Terminating Month-to-Month Tenancy* is available at <https://mokslaw.com/forms/>.

Q. What is the process for an eviction?

1. **Demand Letter** – Anderson & Associates will send a written demand to your tenant requesting payment of past due rent and fees or for them to vacate the property. This letter also encourages the tenant to contact you for an amicable resolution.
2. **Filing the Petition** – Anderson & Associates will file an eviction petition at the courthouse on your behalf.
3. **Scheduling the Hearing** – The court clerk will schedule a hearing and issue a summons requiring the tenant to appear in court.
4. **Serving the Tenant** – A private process server will deliver a copy of the petition and summons to the tenant.
5. **Court Appearance** – Anderson & Associates will represent you in court and obtain a judgment.
6. **Notification of Results** – Anderson & Associates will inform you of the court's decision and ask if you wish to schedule the Deputy Sheriff for a lockout procedure.
7. **Writ of Restitution** – Upon your request, Anderson & Associates will file a Writ of Restitution with the court and coordinate with the Deputy Sheriff to schedule the lockout.
8. **Post-Judgment Collection** – If requested, Anderson & Associates can set up a payment plan with your former tenant to recover the past due balance or issue a garnishment to collect the owed funds.

Q. What does it mean to serve the other party after filing my eviction lawsuit?

A. Anderson & Associates must inform the tenant of the eviction by delivering a copy of the petition and summons. There are 2 methods for serving the tenant: (1) personal service or (2) service by posting and mail.

Personal Service

Personal service is necessary if you are seeking a monetary judgment for unpaid rent and fees. The petition and summons can be served directly to the tenant, someone over the age of 15 residing at the property, or a

member of the tenant's family. Personal service must be completed at least 4 days before the court date indicated on the summons.

Service by Posting and Mailing

If personal service is not possible, the process server may post the documents on the main door of the property and mail a copy to the tenant. This type of service must be completed at least 10 days before the court date on the summons. However, with this service method, the court can only grant possession of the property and cannot issue a judgment for rent, late fees, utilities, or any monetary damages.

Q. Why can't I serve the paperwork on the tenant?

A. A party involved in a lawsuit cannot serve legal documents in their own case. Most courts require service to be carried out by a registered private process server or a Deputy Sheriff. Anderson & Associates uses Kansas City Process Service for this purpose. The fee for their service is \$55.00 per address.

Q. Do I need to appear at the court date?

A. You do not need to appear at the first court date. An attorney at Anderson & Associates will appear on your behalf and request the Judge enter a judgment in your favor.

Q. What is a judgment?

A. A judgment is the court's official, written decision that defines the rights and obligations of the parties in a lawsuit. It details the judge's ruling on the case and often includes the reasoning behind the decision. The judgment sets out the legal responsibilities of each party, such as who owes what or what actions need to be taken.

Q. What is a default judgment?

A. A default judgment is a binding decision issued by a judge when the tenant fails to appear in court on the date specified in the summons after being properly served.

Q. What is a consent judgment?

A. A consent judgment is a binding decision issued by a judge that reflects an agreement reached between you and your tenant, effectively settling the case.

Q. What is a stay of execution?

A. A stay of execution is a court order that temporarily postpones the eviction date. A stay can be granted in two ways: (1) automatically by operation of law or (2) voluntarily, when you and your tenant agree to a repayment plan or set a specific date and time for the eviction.

Q. Why did an attorney at Anderson & Associates give my tenant a "stay of execution" without talking to me first?

A. If the tenant appears in court and contests the allegations in your petition, the judge will typically schedule the case for trial approximately 30 days later. If an attorney at Anderson & Associates can negotiate an agreement for the tenant to voluntarily move out before that 30-day period, they may do so without prior approval to expedite the eviction process. However, under no circumstances will an attorney provide a stay of execution extending beyond 30 days from the court date without your explicit consent.

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

A. A judgment for possession becomes final 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 from the rental property.

Q. What happens if the tenant appears in Court and disputes the petition?

A. If your tenant attends the initial court hearing and contests the claims in the petition, the judge will set a trial date. Anderson & Associates will request the earliest available trial date on your behalf.

Q. What do you need from me if my case is scheduled for a trial?

A. After the first court date, the docket paralegal at Anderson & Associates will inform you of the trial date and location. She will also request you provide her with the following information at least 14 days prior to the trial date:

1. The name and phone number of the witness who will appear on the landlord's behalf;
2. The original executed lease (a copy is acceptable if the original is unavailable);
3. A current payment/rental ledger that accurately reflects the amounts you are requesting;
4. A copy of your welcome letter (only applicable if you recently purchased the property);
5. The tenant rental file.
6. The tenant rental file containing all relevant records and evidence.

Important: You must provide copies of these documents to Anderson & Associates no later than 5 days before the trial. This is crucial to ensure that we are fully prepared for your case.

Q. What will happen at the trial?

A. During the trial, an attorney from Anderson & Associates will call you to the judge's bench to testify. You will be sworn in to testify truthfully. The attorney will then ask you a series of questions regarding your lease agreement, any notices issued, the payment ledger, or other relevant evidence supporting your case. It is crucial that you familiarize yourself with these documents beforehand.

If you are requesting past due rent, be sure to understand the details of when and where payments were made, how they were applied, and how you calculated the amounts you are asking the judge to award. You will have the lease agreement and payment ledger in hand as the attorney questions you. Keep in mind, if you cannot clearly explain your payment ledger, the judge may also struggle to understand it.

Q. Do I have to attend the trial?

A. Yes. Your testimony is necessary in order for an attorney at Anderson & Associates to win your case.

Q. Can someone else go to the trial instead of me?

A. You do not have an automatic right to have a friend or family member represent you in court. However, a property manager or someone you've appointed to manage your business may appear on your behalf if they are knowledgeable about the case. The person appearing should (A) understand how company records

are stored and maintained (e.g., software used, ledger processes), (B) be familiar with the contents of all relevant records (such as leases and payment ledgers), and (C) hold a position that allows them access to and control over these company files.

Q. How do I find my attorney?

A. Arriving early gives you time to navigate the courthouse, pass through security, and find a suitable place to wait outside of the courtroom for your attorney. An attorney at Anderson & Associates will call out your name at least 10 minutes before the scheduled trial time. If you're unable to locate your attorney from the photos below, call our trial paralegal at 913-262-2207.



Julie Anderson



Michael Wambolt



Ara Brown



Rebecca Auriemma



Andrew McGrew



Sean Carver

Q. What happens at the trial if I do not show up?

A. If a plaintiff fails to appear for their civil trial, the case will most likely be dismissed.

Q. What happens at the trial if my tenant does not show up?

A. If a defendant fails to appear for a civil trial, the Judge will most likely enter a judgment in your favor.

Q. What will it cost me for my case to go to trial?

A. Anderson & Associates charges a flat trial fee of \$400.00. However, if your tenant files a counterclaim or if an attorney appears on behalf of your tenant, additional hourly fees will apply due to the extra legal work involved.

Q. Will you try to settle the case before trial?

A. Yes. We will try to settle all cases prior to trial. You will be involved in the settlement negotiations. Please make sure that you have settlement authority from the owner prior to the trial date. If you do not feel comfortable settling your case, an attorney at Anderson & Associates will be present and prepared to try the case with a Judge.

Q. Should I accept money from the tenant while my case is pending?

A. You are not required to accept partial payments; however, you must accept full payment for rent, late fees, and costs as outlined in your petition. In the current legal climate, some judges are penalizing landlords who refuse partial payments, and you risk having your judgment reduced by the amount that was declined. For this reason, we recommend accepting as much money as possible when it's offered. As long as there's an outstanding balance—even if it's only \$1.00—we can proceed with the eviction process.

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 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 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 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 5 business days to retrieve the property.

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

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 **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 **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. A sample *Notice of Abandonment and Instructions* can be accessed at <https://mokslaw.com/forms/>.

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.

Q. What requirements do I have to account for the tenant's security deposit?

- **Deposit Limit:** A landlord may not request or accept a security deposit exceeding 2 months' rent.
- **Return or Notification Within 30 Days:** Within 30 days after tenancy ends, the landlord must either return the entire deposit; or provide a written, itemized list of damages and the balance of the deposit, if any, to the tenant's last known address.
- **Permissible Withholding:** A landlord may withhold amounts reasonably necessary for: unpaid rent; restoring the unit to its original condition, excluding ordinary wear and tear; or damages from insufficient notice of termination by the tenant, if efforts to mitigate damages were made. Cleaning fees for carpets can be withheld if specified in the lease, and receipts must be provided within 30 days.
- **Inspection Notice:** A Landlord must give reasonable written, or in-person notice to the tenant (at their last known address) of the inspection date and time. The tenant has the right to attend the inspection.
- **Penalties for Wrongful Withholding:** If a landlord wrongfully withholds the deposit, the tenant is entitled to recover twice the amount wrongfully withheld.