IMPROPER NOTICE TO VACATE

WHAT IS A MONTH-TO-MONTH TENANCY?
A month-to-month agreement, written or oral (verbal), runs from the day the rent is due until the next rental due date. A landlord or a tenant may terminate a month-to-month agreement, by giving a full thirty (30) days notice to the other party. The thirty days begins on the next rental due date and runs with the rental period. Missouri Landlord-Tenant Law, Section 441.060, subdivision 1, states: "A tenancy at-will or by sufferance, or for less than one year, may be terminated by the person entitled to the possession by giving one month's notice, in writing, to the person in possession to vacate the premises." This means at least one rental period (usually 30 days) must lapse between the date of the notice and the date that the termination occurs. For example, the rental due date is the first of the month. If your landlord provides you with notice on September 10 to be out by October 10, the notice is invalid. The tenancy would not terminate until October 31 - one full rental period must elapse.

WHAT IS A FIXED-TERM LEASE?
A written rental agreement (lease) normally specifies the method for termination or renewal. If termination or renewal is not specified, then the agreement ends on the date in the agreement.

WHAT IS PROPER NOTICE IF I RESIDE IN A MOBILE HOME?
A tenant who rents a mobile home is subject to the same requirements and has the same rights as those above. However, if a tenant owns the mobile home and just rents the land or lot where it is located, the tenant is entitled to sixty (60) days written notice.

DOES THE LANDLORD HAVE TO GIVE A REASON?
The landlord is under no obligation to give a reason to terminate a month-to-month lease, or a fixed-term lease when it ends, unless you receive a government rent subsidy like Section 8 or live in public housing.

CAN THE LANDLORD LEAVE MY "NOTICE TO VACATE" ON THE ANSWERING MACHINE OR TELL ME OVER THE PHONE?
No, it must be in writing.

WHAT DO I DO IF MY LANDLORD DOES PROVIDE IMPROPER NOTICE?
If you receive written notice to vacate, but the notice does not allow for a full rental period, write a letter to your landlord saying s/he has provided you with an invalid and improper notice to vacate by not allowing for a full rental period. You may use the "Improper Notice to Vacate" form letter enclosed, or you can write your own. Make sure you state in the letter the appropriate day you would be moving out under a full rental period, and sign and date the letter.

If the landlord ends up filing an unlawful detainer eviction against you, ask the judge for a motion to dismiss the case due to improper notice. Show them your proof. Obviously, have your records, witnesses, and other proof ready when you appear in court.

WHAT HAPPENS IF I STAY?
After the landlord has provided an appropriate thirty (30) day notice to terminate and the tenant has not moved out, the landlord may then proceed to file an unlawful detainer eviction in a court of law and may be able to collect double the rent owed for any period after the tenancy terminated. This does not mean that a landlord may put your belongings in the street or change the locks. If he or she does, you may sue them for double of any damages that occur to you.

NOTE: This document is for informational purposes only and does not constitute legal advice. For legal advice, contact an attorney.

IMPROPER NOTICE TO VACATE LETTER

Date:_____

To: _____
      Landlord's Name   Company Name

          _____
      City   State   Zip Code

From: _____
                                Tenant's Name

          _____
      Tenant's Current Address   City   State   Zip Code

Dear _____:
          Landlord's Name

On the _____ day of the month of _____, 20__, I received your notice to leave the premises located at _____ .
Missouri Landlord-Tenant Law requires that a landlord give one full rental period notice (usually 30 days) prior to the rental due date. [Chapter 441.060 RSMo]. In accordance with the law, your notice will not take effect until my next rental due date and I will move one full rental period thereafter, in this case, on

_____.

As soon as I have secured another residence, I will furnish you with a forwarding address where you can send my security deposit. At that time we can also arrange a mutually agreeable date for you to inspect my unit and for me to return the keys.

Thank you for your attention and cooperation in this matter.

Sincerely,

_____
Tenant's Signature   Date

cc: copy retained for my records.