Missouri Month-to-Month Rental Agreement

General template, not legal advice. Have a Missouri attorney review before use. Last reviewed October 29, 2026.

This Month-to-Month Rental Agreement (the "Agreement") is made on _____ (Date signed) between the landlord and the tenant or tenants named below, for a home located in Missouri. The law of that state governs this Agreement.

1. Parties

Landlord or managing agent _____

Landlord address for notices _____

Landlord phone and email _____

Tenant 1 full name _____

Tenant 2 full name _____

Other occupants _____

Each tenant who signs is fully responsible for all rent and other obligations under this Agreement.

2. Property

Street address and unit _____

City, state and ZIP _____

Parking or storage included _____

Appliances and furniture included _____

3. Monthly term

The tenancy starts on _____ (Start date) and continues from month to month. Each rental period starts on the _____ (First day of each period) day of the month. There is no fixed end date.

4. Ending the tenancy

Either party may end this tenancy by giving the other written notice at least _____ (Notice period in days) days before the end of a rental period, or any longer period that Missouri law requires for the length of this tenancy. Notice from one tenant ends the tenancy for all tenants unless the landlord agrees otherwise in writing.

A landlord's notice to end the tenancy must comply with any state or local rule that requires a reason, a longer notice period, or relocation help. The landlord will not end the tenancy to retaliate against the tenant or for any discriminatory reason.

> Notice to end a month-to-month tenancy in Missouri: Either the landlord or the tenant can end a month to month tenancy with written notice that ends the tenancy on a rent due date at least one month after it is received. (RSMo 441.060)

5. Rent

Rent is $_____ (Monthly rent) per month, due in advance on the _____ (Due day) day of each month, paid by _____ (Accepted payment methods). Rent for the first partial month is $_____ (Prorated first month rent).

If rent is not received within _____ (Grace period in days) days after it is due, a late charge of $_____ (Late charge) applies, to the extent allowed by law. Returned payments incur a fee of $_____ (Returned payment fee).

> Late fee limits: _____ (check the rule in Missouri)

6. Changes to rent or terms

The landlord may change the rent or other terms by giving written notice at least as far in advance as Missouri law and any local ordinance require. A change takes effect at the start of a rental period after the notice period ends.

> Rent increase notice: _____ (check the rule in Missouri)

> Rent control in Missouri: No county or city may enact or enforce an ordinance that regulates the amount of rent charged for private residential or commercial rental property. (RSMo 441.043)

7. Security deposit

The tenant pays a security deposit of $_____ (Security deposit amount) on signing. The landlord may use it for unpaid rent, damage beyond normal wear and tear, and cleaning needed to restore move-in condition. The balance and an itemized statement go to the tenant's forwarding address within the deadline set by Missouri law.

> Deposit limit in Missouri: A landlord may not demand or receive a security deposit of more than two months' rent. (RSMo 535.300)

> Deposit return deadline in Missouri: Within 30 days after the tenancy ends, the landlord must return the full deposit or send an itemized list of damages with the balance. (RSMo 535.300)

8. Utilities

Tenant pays: _____ (Utilities paid by tenant). Landlord pays: _____ (Utilities paid by landlord).

9. Use, guests and pets

The home is a private residence for the people named above. Guests may stay up to _____ (Maximum guest stay in days) days in a row. Pets are _____ (Allowed, allowed with approval, or not allowed); approved pets: _____ (Approved pets). Assistance animals are handled under fair housing law, not this pet clause. Smoking inside is _____ (Allowed or not allowed).

10. Care, repairs and alterations

The landlord keeps the home safe and fit to live in and makes needed repairs within a reasonable time after notice. The tenant keeps the home clean, reports problems promptly in writing to _____ (How to request repairs), and pays for damage caused by the tenant, occupants, guests or pets. The tenant makes no alterations without written consent.

11. Entry

The landlord may enter at reasonable times for inspections, repairs and showings after giving the advance notice Missouri law requires, and at any time in an emergency.

> Entry notice: _____ (check the rule in Missouri)

12. Subletting

The tenant may not sublet, assign, or rent the home for short stays without the landlord's written consent.

13. Default

If rent is unpaid or another term is broken, the landlord may serve the notice Missouri law requires and, if the problem is not cured, end the tenancy through the courts. The landlord will not use lockouts, utility shutoffs or removal of belongings to force the tenant out.

> Notice for unpaid rent in Missouri: Once rent is due and has been demanded, the landlord can file a rent and possession case without first giving the one month notice used to end a tenancy. (RSMo 535.020)

14. Moving out

On move-out the tenant returns all keys, removes belongings, leaves the home clean, and gives a forwarding address in writing.

15. Disclosures

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ House or community rules
- ☐ State or local disclosures that may also be required: check

> State disclosures in Missouri: Homes built before 1978 need the federal lead-based paint disclosure and the EPA pamphlet. (Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852d)) A landlord who knows the property was ever used to produce methamphetamine must disclose that in writing to a prospective tenant. (RSMo 441.236)

16. General terms

This Agreement and its attachments are the full agreement. Changes are made in writing, except rent or term changes made by proper notice under section 6. If one part is unenforceable, the rest remains. Electronic signatures count as originals.

17. Signatures

Landlord or agent signature

Printed name

Date

Tenant 1 signature

Printed name

Date

Tenant 2 signature

Printed name

Date

General template, not legal advice. Have a Missouri attorney review before use.