

HB 1778 -- FIREARMS RESTRICTIONS IN LANDLORD-TENANT AGREEMENTS

SPONSOR: Riddle

This bill specifies that a lessor cannot prohibit a lessee from possessing firearms within an individual residence or from carrying or and transporting firearms to and from the residence in a manner allowed by law. Any provision of a lease or oral agreement in violation of these provisions must be void and unenforceable. A private property owner who is a lessor cannot prohibit carrying a concealed weapon in common areas or in any location where carrying a concealed weapon in accordance with these provisions. A lessor may prohibit carrying a concealed weapon in the lessor's office building or personal residence.

These provisions do not apply to a lessor renting a portion of his or her own personal residence to a lessee or to a lessor renting a personal residence where the property was not acquired by the lessor for the primary purpose of rental income.

A lessor cannot be liable in tort or any other civil action for damages caused by a lessee's possession or use of a firearm on property owned by the lessor unless the lessor violated Section 571.060, RSMo, or otherwise caused the lessee to engage in any unsafe or illegal actions with a firearm.