MISSOURI COURT OF APPEALS
WESTERN DISTRICT

BAKER TEAM PROPERTIES, LLC.,

Respondent,

v.

MATT WENTA,

Appellant.

DOCKET NUMBER WD83045

Date: October 20, 2020

Appeal from:

Boone County Circuit Court
The Honorable Stephanie M. Morrell, Judge

Appellate Judges:

Division Three: Gary D. Witt, Presiding Judge, Lisa White Hardwick and Thomas N. Chapman, Judges

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Attorneys:
Curt M. Branson, Columbia, for appellant.
Steve Scott, Columbia for respondent.

MISSOURI APPELLATE COURT OPINION SUMMARY

MISSOURI COURT OF APPEALS
WESTERN DISTRICT

BAKER TEAM PROPERTIES, LLC., Respondent,
v.
MATT WENTA, Appellant.

WD83045 Boone County

Before Division Three Judges: Gary D. Witt, Presiding Judge, Lisa White Hardwick and Thomas N. Chapman, Judges

Matt Wenta appeals from the circuit court's judgment against him and in favor of Baker Team Properties, LLC ("Baker Team") on Baker Team's claim for breach of a lease and on his counterclaim asserting violations of the Missouri Merchandising Practices Act ("MMPA"). Wenta contends that the judgment was against the weight of the evidence. He also argues that the court erred in denying his motion to take additional evidence after trial. Baker Team filed a motion for attorney fees on appeal.

AFFIRMED AND REMANDED.

Division Three holds:

(1) The circuit court's finding that Wenta breached the lease was not against the weight of the evidence. The lease renewal agreement that Wenta signed was valid pursuant to the lease's terms, and we defer to the circuit court's decision to believe Baker Team's evidence that it did not void the renewal agreement after Wenta signed it.

(2) The circuit court's judgment denying Wenta's counterclaim alleging MMPA violations was not against the weight of the evidence. Baker Team's representative did not make a misrepresentation to Wenta about the meaning of the "void" email that was sent to Wenta. Furthermore, because the termination date of Wenta's renewed lease was eleven months after Wenta breached the lease, Baker Team did not violate the statutory requirement that it return the full amount of the security deposit to Wenta or furnish an itemized list of the damages for which any portion of the security deposit was withheld within 30 days after the termination date of the tenancy.

(3) The circuit court did not abuse its discretion in denying Wenta's motion for a new trial and to open the judgment to take additional evidence. The evidence that Wenta sought to present was not newly discovered but, instead, appears to be evidence that could have and should have been presented at trial.

(4) Pursuant to the lease's terms, Baker Team is entitled to an award of attorney fees on appeal. The case is remanded to the circuit court to conduct a hearing to determine the amount of Baker Team's reasonable attorney fees on appeal and to enter judgment accordingly.

Opinion by: Lisa White Hardwick, Judge October 20, 2020

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