CONTENTS

TENANT'S RIGHT TO PRIVACY

WHEN CAN MY LANDLORD ENTER MY APARTMENT?

You have a right to privacy in your home. The legal term is the "Right of Quiet Enjoyment," which means you have a right not to be disturbed on property you are renting. However, the landlord also sometimes has a right to enter your apartment. Generally, your landlord can enter your apartment—after giving you proper notice—under the following circumstances:

- To make repairs or maintenance;
- To show the unit to a prospective tenant toward the end of the lease;
- In an emergency, like a fire or flood;
- To conduct an inspection to see if you are violating your lease or have people staying without the landlord's permission;
- If the landlord believes you have abandoned the property.

The landlord should give you proper notice before entering you apartment, which is generally at least 24 hours. Proper notice may be less in the case of an emergency – for example, the landlord does not need to give you 24 hours notice to enter your apartment to put out a fire! The landlord should tell you what time s/he is coming, and the reason for his/her visit. The landlord should arrange to come at a time when you will be present unless you give him/her permission to be in the apartment when you are not there.

WHAT SHOULD I DO IF MY LANDLORD INVADES MY PRIVACY?

1. Write a letter to your landlord. You may use the "Privacy Request Letter" enclosed or write your own. Be sure to request him/her to respect your right to quiet enjoyment by entering the apartment only with your permission, only with 24 hours' notice (except in extreme emergency), only when you are present, and only for legitimate reasons. Make it clear that you do not want your landlord in your apartment without your express permission. Sign, date, and keep a copy of the letter. You may even want to post it on your door if it is a continuous problem.
2. If a friend or neighbor saw your landlord entering your apartment when you were not home and without your permission, ask your neighbor or friend to write down what they saw. Make sure you date the statement, include the date the landlord entered the apartment, and both you and your neighbor should sign the statement. Keep a copy of the statement in a safe place.
3. Keep a written record of the dates and times the landlord enters your apartment without permission. A notebook would work well for this. The written record will help refresh your memory and can also be used as evidence in court, if necessary.
4. Following your written request, if your landlord continues to repeatedly enter your apartment without permission, you have the right to sue for the value of the lease. You may sue the landlord for breach of the covenant of quiet enjoyment. However, to sue under this doctrine, you must move out of your apartment. Before you move out, you may first want to write a letter to your landlord explaining the violation, its consequences, and that you demand this practice be stopped. You can post a copy on your front door. You have a right to call the police for trespassing if there is a threat to your safety.
5. Another option you have is to go to court and get a restraining order. You can file a restraining order yourself. There is normally a filing fee, but you may petition the court to waive the filing fee**.** If you are unable to afford the court costs, you may be able to file under *In Forma Pauperis*, or "as a poor person." This will waive all or part of your court costs to sue your landlord. The form for this motion is available at the Court Cashiers office and must be signed by the Judge.

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

PRIVACY REQUEST LETTER

DATE: _____

To: _____
Landlord's Name Company Name

_____
City State Zip Code

From**:** _____
Tenant's Name

_____
Tenant's Current Address City State Zip Code

I, _____, am writing this letter in response to the unauthorized entering of my apartment. I am requesting that you respect my Right to Quiet Enjoyment at my legal residence listed as the above address. Specifically, I am asking that you provide me with a 24 hour written notice before you visit including the reason for the visit.

Thank you for your attention and cooperation in this matter.

Regards,

_____
Tenant Signature Date

CC: Copy retained for my records

ROOMMATES

SHOULD I GET A ROOMMATE?

Deciding whether or not to have a roommate can be a tough decision. Sharing the cost of rent, utilities, and food can help lower your expenses, and having a roommate can be fun. On the other hand, generally each roommate is responsible for the entire rent (called "joint and several liability" in legal terms). This means if your roommate does not pay his/her half of the rent one month or disappears without a trace, the landlord can sue you for the entire rent - even if both of your names are on the lease.

CAN I GET A ROOMMATE AFTER I MOVE IN?

Your lease should tell you whether or not you are allowed to have a roommate. Regardless, you need to get permission from your landlord before you get a roommate.

WHOSE NAME SHOULD BE ON THE LEASE?

If you decide to have a roommate, both of your names should be on the lease. Having your roommate's name on the lease will help protect you. If you move out, make sure the landlord removes your name from the lease, because as long as your name is on the lease, you can be held liable for rent.

WHOSE NAME SHOULD BE ON THE UTILITY BILLS?

If your name is on the bill, the company can hold you responsible for the entire bill. For example, if your name is on the telephone bill, and your roommate spends all night on the phone to Timbuktu, the phone company can make you pay for the phone call. Make sure every bill is paid in full, on time, each month. Late or missed bills can result in interest charges, late fees, utility shut-offs, and a bad credit rating. Even if you pay your half of the bill but your roommate does not, you could end up with a bad credit rating. If you do not want your name on the bill, do not give the company your name and do not send the company a check with your name on it. When you call to set up your utilities, the company may ask who else is living with you. You do not have to tell them who else is living with you.

WHAT IF I MOVE IN WITH A ROOMMATE WHO ALREADY HAS AN UNPAID UTILITY BILL?

If you move in with someone who has an unpaid bill, you are entitled to get utilities in your name. However, you cannot do account rotation. Account rotation is when roommates run up a delinquent bill in one person's name, and then try to switch the account to the other roommate while the delinquent person still lives there.

HOW CAN I PROTECT MYSELF AS A TENANT IF I HAVE A ROOMMATE?

- Make sure the person you choose as a roommate is trustworthy.
- Put both yours and your roommate's name on the lease and on all bills.
- Before you and your roommate move in, make sure you discuss how you will split the bills. Many utility companies have budget payment plans available. In these plans, the company will estimate how much your bill will be, and then will charge you that same amount every month. The advantages of the budget plan are that you know how much your bill will be every month so you can budget accordingly, and your bill will not fluctuate with season changes (in other words, your electric bill will not be higher in the summer because of running your air conditioner). Periodically, the utility company may adjust how much your monthly payments are based on your actual utility usage.

CAN I SUBLEASE MY APARTMENT?

Missouri law says you must have your landlord's permission to sublease or assign your apartment. If your lease is for 2 years or less, you must have your landlord's permission in writing. If you sublease or assign your apartment without the landlord's permission, the landlord can charge you damages equal to double the amount of rent due (in addition to the rent due). For example, if the person you subleased to does not pay rent for 2 months, and rent is $200 per month, then in addition to having to pay the $400 rent that is due, the court could make you pay another $800 as punishment for subleasing without the landlord's permission. In that scenario, the original tenant or the subleasor would have to pay a total of $1200!

If you sublease or assign your apartment, you are still responsible for paying the rent. In other words, even if you let someone sublet your apartment, if that person skips town and does not pay rent, the original tenant on the original lease is liable for the rent. Therefore, it is very important that you know and trust the person to whom you sublease.

WHAT IF I LIVE IN SECTION 8 OR PUBLIC HOUSING?

There are additional restrictions on people that live in section 8 or public housing. Before you have someone move in, make sure you check with the landlord or management. If you let someone move in without permission from the management, you could be evicted.

WHAT ABOUT MOVING OUT?

Make sure you give proper notice, in writing, to your landlord. Month-to-month tenants need to give notice at least one full rental period before you move out. For example, if you usually pay rent on the first of the month, and you want to move out on August 31, you will need to give notice by July 31. If you want to move out in the middle of the month, then you still have to give notice one full rental period before you want to move out. For example, if you want to move out on September 15, you would still have to give notice in writing by July 31 and would need to ask the landlord whether s/he is willing to prorate the rent for the 15 days in September.

Fixed-term tenancies (i.e. 6 month, 1 year written leases) do not require notice since both parties know when the lease expires. However, leases often state their own notice requirements, with additional information about renewing or penalties for breaking the lease. It is good practice to give notice even with a fixed-term lease, especially so you both can agree to a move-out inspection.

CAN I KICK MY ROOMMATE OUT OF THE APARTMENT?

Generally, only a landlord can evict someone. You could ask your landlord to evict only your roommate and to keep only you on the lease and let you stay, but that is risky. The landlord might decide to evict both of you.

If your roommate is threatening you with physical violence, you could go to court and ask for an Order of Protection (OP). The court could then order your roommate to stay away from the apartment. The OP will only be for a short period of time (generally a few weeks to a few months).

SECURITY DEPOSITS

WHAT IS A SECURITY DEPOSIT?

A security deposit is an amount of money the landlord requires before letting a tenant move in. The landlord will hold your money until you move out. If you do not damage the apartment, you will get all of your money back. If you damage the apartment, the landlord may keep some or all of your deposit money to pay for the damage you caused. The landlord must send you a letter with a list of the damages for which s/he is charging you and how much each one costs to repair. The landlord may also charge you money in addition to the security deposit when you move out; if the security deposit does not cover the cost of the damage you did to the apartment. This does not include money paid to keep pets in the apartment.

HOW MUCH DEPOSIT MONEY CAN THE LANDLORD ASK FOR?

The landlord can legally ask for the equivalent of two months' rent for a deposit, although normally it is equal to only one month's rent. The landlord may also ask for first and/or last month's rent up front with the security deposit as long as the total amount you are paying to move into the property does not exceed three months worth of rent. For example, if rent will be $500 and the landlord asks for a $1000 deposit plus first month's rent of $500, he/she can legally do that because the amount at $1500 does not exceed three months worth of rent. You cannot be required to pay an extra deposit for things like keys to your apartment. People using Section 8 vouchers or certificates must still pay the security deposit. Make sure you keep a receipt so that you may get your deposit back when you move out. If at all possible, you should write a check rather than paying cash. Write "For Security Deposit" on the memo line at the bottom of your check.

WHEN CAN I GET MY DEPOSIT BACK?

The landlord must either return your deposit or give you a list of damages to the apartment within 30 days of you moving out. The landlord only has to mail the check to the last known address of the tenant, so make sure you give your forwarding address to the landlord when you move out.

WHEN CAN THE LANDLORD KEEP MY SECURITY DEPOSIT?

The landlord may only keep your security deposit for three things:

- To cover unpaid rent.
- To repair anything the tenant damaged, other than from ordinary wear and tear.
- To pay for rent if the tenant moves out without proper notice. However, the landlord must try to find a new tenant; as soon as there is a new tenant, the landlord can no longer charge you rent.

The landlord must inspect the apartment within a reasonable time after you move out. You have a right to be present at the inspection.

WHAT DOES "ORDINARY WEAR AND TEAR" MEAN?

The landlord may not keep your security deposit as a charge for ordinary wear and tear on the apartment. Examples of ordinary wear and tear include: worn out carpet, appliances that break because they are old, or chipping paint. However, damage above and beyond normal wear and tear can be charged to the tenant - for example, if you punched a hole in the wall or your dog chewed a hole in the carpet.

CAN I GET INTEREST ON MY SECURITY DEPOSIT?

In Missouri, there are no laws that explicitly provide for a tenant to get interest on his/her security deposit.

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WHAT IF THE LANDLORD DOES NOT RETURN MY DEPOSIT?
Thirty (30) days after you move out, if the landlord has yet to send your security deposit or a list of damages, send a request for the security deposit in writing. You may use the "Security Deposit Request" form letter enclosed or write your own letter. Be sure to include a forwarding address to which you would like the check mailed. Explain that there was no damage to the apartment and therefore you are legally entitled to the return of your deposit within thirty days. Keep a copy of the letter. If the landlord still does not return your security deposit, you may sue in small claims court. If the landlord refuses to return your deposit and sends a list of damages to which you do not agree, you may sue in small claims court.

WHERE DO I SUE FOR MY SECURITY DEPOSIT?
If the landlord refuses to return your security deposit after you have asked in writing, you may sue the landlord in small claims court. You do not need an attorney to do this - you may represent yourself in court. For property in the St. Louis City, you will need to file the complaint at the civil courthouse located at 10 North Tucker, 314-622-4434. For property in St. Louis County, you will need to file at the courthouse in Clayton located at 7900 Carondelet Ave, Room 177, Plaza Level, 314-615-8029.

WHAT CAN I SUE FOR?
In Missouri, if a landlord illegally withholds your deposit, you may sue the landlord for double the security deposit. You can ask for double your deposit, plus filing fees or costs.

WHAT IS A COUNTERCLAIM?
The landlord may file a counterclaim saying that you owe him/her money. For example, the landlord may say that you made $1000 worth of damages to the apartment, and that your security deposit only covered $500. The landlord may claim that s/he should be able to keep your security deposit and you should pay him/her another $500 to cover the rest of the damages. The judge will hear your claim and the landlord's counterclaim at the same time.

HOW SHOULD I PREPARE FOR COURT?

- Collect your evidence and have it neatly organized. Evidence includes any written documentation that you can find - your lease, receipts from your rent payments and from your security deposit, cancelled checks from paying your rent or deposit, copies of letters you wrote to the landlord, letters the landlord wrote to you, your move-in or move-out sheet which itemized damage to the apartment, any documentation from city building inspectors, pictures, etc. If in doubt, bring it! It is much better to have the paperwork with you in court to prove your point. The judge will not wait for you to go home to find your paperwork - have it with you!
- Bring witnesses - people who saw the condition of the apartment before or when you moved in and when you moved out. These people can testify (tell the judge) that you took good care of the place.

WHAT IS A SETTLEMENT?
A settlement is an agreement between you and the landlord to end a lawsuit. A compromise is often the best solution. Even if you win in court, you may have a hard time collecting the money the judge says the landlord owes you. You might be better off agreeing to a smaller amount if the landlord will pay you right away. If you and the landlord agree to a compromise, make sure you write down the agreement and both of you sign. Take the agreement to the hearing and have the court approve it.

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HOW CAN I PROTECT MYSELF THE NEXT TIME I RENT?

Before you move in:

1. Complete a walk through inspection with the landlord. Write down any problems with the apartment including anything that is damaged or dirty. Both you and the landlord should sign and date the list. If you would like an example of a standard move-in/move-out inspection checklist, call EHOC at 314-534-5800.
2. Ask the landlord to make all needed repairs prior to you moving in, if possible. Put agreed upon repairs in your lease**.**
3. You may want to take pictures of anything in disrepair when you move in to prove it was damaged before you moved in.

Before you move out:

1. Provide proper written notice. **If you have a month to month lease agreement**, send written notice that you are moving to the landlord at least one full rental period (usually 30 days) before you plan to move out. For example, if you usually pay rent on the first of the month, and you want to move out on August 31, you will need to give notice by July 31. If you want to move out in the middle of the month, then you still have to give notice one full rental period before you want to move out. For example, if you want to move out on September 15, you would still have to give notice in writing by July 31 and would need to ask the landlord whether s/he is willing to prorate the rent for the 15 days in September. **If you have a written lease**, follow the terms required by the lease. While both parties know when the lease ends in written fixed-term tenancies, you may still want to send written notice so you both can agree to a move-out inspection date.
2. Make sure the entire apartment is clean. Pick up debris, vacuum, sweep, mop, scrub bathroom and kitchen, wipe down appliances, take out trash, etc.
3. Complete a move-out inspection, preferably with the landlord. Make a list of all the damages to the apartment. Have the landlord sign the list. The inspection and signed checklist will give proof that you left the apartment in good condition and clean.
4. You may want to take pictures of how clean you left the apartment. Have a witness look at the apartment as you leave.
5. Be sure to return all keys and get a receipt.
6. Give the landlord your forwarding address so the landlord knows where to send the deposit check.

WHAT IF MY LANDLORD SELLS THE BUILDING?

If the landlord sells the building, the new owner assumes the lease and is responsible for returning your security deposit when you leave. If you decide to move or receive a notice to vacate, you will want to ask for your deposit money from the current landlord. Upon the sale of the property, the new landlord should have had all rents, contracts, and monies (including deposits) assigned to him or her.

WHAT IF MY LANDLORD AND I AGREE I CAN BREAK MY LEASE EARLY?

If you and your landlord agree that you may break the lease, then you may be entitled to your security deposit. However, you should get the agreement in writing, because a verbal agreement is hard to prove in court. Sometimes tenants agree to forfeit their security deposit if they move out early; check your lease to see if you agreed to this.

SECURITY DEPOSIT REQUEST LETTER

DATE: _____

To: _____
Landlord's Name Company Name

_____
City State Zip Code

From: _____
Tenant's Name

_____
Tenant's Current or Forwarding Address City State Zip Code

I, _____, vacated my apartment located at _____ on the _____ day of the month of _____, of the year _____. As required by Missouri statute 535.300(2), you were obligated to return to me, within thirty (30) days of my leaving the property, one of the following:

(1) My full deposit of $ _____ ; or
(2) A written statement showing the specific reasons for withholding my deposit (an itemized list of deductions) or any portion thereof; and the balance of money left over after valid listed deductions.

Since you have failed to fulfill these obligations, Missouri statute 535.300(5) allows me to sue you for the portion of the deposit illegally withheld, and, as a penalty, an amount equal to that illegal withholding.

I would, however, prefer to settle this issue out of court. I therefore request that you send me my full security deposit or the written statement referred to above. Please send me to the above address within seven (7) business days of the date of this letter. If you fail to do so, I will take legal action to recover the full amount plus penalties.

Thank you for your immediate attention to this matter.

_____
Signature of Tenant Date

cc: copy retained for my records

REPAIRS

WHOSE RESPONSIBILITY ARE REPAIRS?

The landlord must keep an apartment healthy, safe, sanitary, secure, and in compliance with local housing codes. Be sure to look at your lease agreement to see what it states about repairs. Specifically, the landlord is responsible for maintaining and repairing:

- Properly working furnace
- Walls, floors and ceilings (including water leaks or holes)
- Plumbing
- Fire doors and fire escapes
- Electrical wiring
- Elevators
- Locks on doors
- Common areas in multifamily buildings

MY LANDLORD IS NOT RESPONDING TO MY PHONE CALLS, WHAT SHOULD I DO?

It can be very frustrating to have a landlord that is unresponsive to your repair requests. Often tenants will make many phone calls to ask for repairs, and the landlord either refuses to make repairs or promises to repair things but never does.

A tenant should put repair requests in writing. You may use the "Request for Repairs" form letter enclosed, or write your own letter. Make sure you date the letter, include your name, address, and telephone number, and explain clearly what needs to be repaired. If you have already asked the landlord to make the repairs (over the phone or in person) be sure to mention that in the letter. For example, "As I told you during our phone conversations on June 10 and June 15, my hot water heater has not been working since June 9." Keep a copy of the letter. If you are concerned that your landlord will lose your letter, send it certified mail so that you have a signed receipt proving your landlord received your letter.

HOW DO I GET AN INSPECTION?

If your landlord does not respond to your calls and letters, and you feel that the building does not meet housing codes, the next step generally is to contact your city's building or health inspector. The city inspector can cite the landlord for code violations, forcing the landlord to make repairs or face legal action. Be aware that sometimes landlords react to a call to a building or health inspector by giving a tenant a notice to vacate. If you are on a month-to-month (oral) lease, your landlord does not have to give any reason for terminating your lease. Be prepared to document any statements that demonstrate that the landlord is giving you notice because you contacted an inspector.

For an inspection in the City of St. Louis call the Citizen's Service Bureau at 314-622-4800. For an inspection in unincorporated St. Louis County call St. Louis County Public Works at 314-615-5184. For other municipalities within St. Louis County, contact the building division or public works department in that municipality. If you need help finding the number for your municipality, call EHOC at 314-534-5800.

WHAT SHOULD I DO IF MY LANDLORD WON'T MAKE REPAIRS?

There are essentially three options if your landlord won't make repairs:

6. **Move from the property.** If you're on a month-to-month or oral lease, you can leave the property on giving one month's notice. If you're on a written lease, you're generally obligated to stay at the property for a certain term. If your landlord fails to maintain the property in a

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habitable condition, you may have the right to leave the property early. Your landlord may attempt to sue you for breaking the lease early, though, so you should be prepared to defend against such an action by recording the condition of the property. It may be beneficial to take pictures and contact an inspector to look at the property. It is also a good idea to communicate your repair needs with your landlord in writing, especially if you believe that the repair needs are serious enough to merit breaking your lease.

In general, it is easier to use a landlord's failure to make repairs as a defense after you have vacated the property than it is while you are in the property. There is no guarantee, though, that a court will agree that the repair needs were severe enough to justify breaking your lease. Before breaking the lease, it may be a good idea to attempt to work out a "rescission" with your landlord. A rescission is an agreement where both parties decide to walk away from their lease.

In order to save up enough money to pay first month's rent and security deposit at a new apartment, some tenants choose to withhold rent from their current landlord. This strategy is risky, because the current landlord is likely to file an eviction action against the tenant who withholds rent. The filing of an eviction action is a public record, and may make it more difficult to find a new place to stay. If you decide to withhold rent, you also risk getting a judgment against you. Still, the eviction process in Missouri usually takes at least 30 days. If you decide to withhold rent to move out, you should be aware of the risks and make certain that you begin looking for a new place to live immediately.

7. **Sue the landlord.** If you wish to stay in the property, you may decide to sue the landlord in small claims court. To make a claim in small claims court, you would need to prove that the landlord violated his/her obligations under the lease by failing to make repairs. You should bring evidence of the condition of the property – such as witnesses, pictures, and inspection reports – to court.

   The advantage of filing in small claims court instead of withholding your rent is that you do not risk being put out of your home. If you lose your case, you are only out the court fees and the time you spent preparing and arguing your case. If you win, you can collect against your landlord by garnishing bank accounts, income, or in some cases, your rent payments. If you wish to avoid a potential eviction action, you should continue to pay rent to the landlord while your case is pending.

8. **Make the repairs yourself.** If you decide to make the repairs yourself, you can attempt to be reimbursed by either filing a small claims action (as described in the previous section) or using the repair and deduct method (described below). To avoid giving your landlord cause to evict you, you should make sure that you are current on your rent before making repairs. It is often difficult to recover money you spend to make repairs if you fall behind in rent before making repairs.

SHOULD I WITHHOLD RENT?

The decision to withhold rent should be made with great care and should be rarely done. Landlords can, and often will, file for eviction with the court for nonpayment of rent if the tenant is withholding. If a judge does not believe that the dwelling is uninhabitable, then the tenant can be evicted for having withheld rent, even if the tenant can show that the landlord refused to make certain repairs.

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If you do choose to withhold rent, put the rent money aside in a separate account. You must be able to show the court that you had the money for your rent and that you set that money aside and did not spend it on other things. You can do this by opening a separate bank account or by purchasing a money order in the amount of your rent when your rent is due (so that the money order is dated the day your rent was due). It may be possible to leave the money in your own bank account, but you cannot spend it and you must be able to produce bank statements to prove that you had the rent money and left it in your account.

If the landlord files for an eviction in such a situation, the tenant should file an affirmative defense/counterclaim with the court prior to his/her court date. Upon filing the affirmative defense/counterclaim with the court, the court may ask the tenant to pay into the court the rental amount that the landlord has claimed is due. Then, on the day of trial, the tenant may bring pictures, copies of letters to the landlord, inspection reports, or any documentation to show the judge.

REPAIR AND DEDUCT

If the landlord refuses to make *necessary* repairs or does not respond to written requests, Missouri law says you may arrange on your own to make the repairs under limited circumstances (Repair and Deduct). All of the following qualifications must be met in order to arrange for Repair and Deduct:

- Tenant must have lived on property for at least six months.
- Tenant has paid all rent owed.
- Tenant is not in violation of lease.
- Tenant has notified landlord of the problem and has allowed 14 days for landlord to respond.

To begin the Repair and Deduct process, fill out the Request for Repairs letter enclosed, or write your own letter and mail it or hand deliver it to your landlord and keep a copy. If the landlord makes the repairs, great! You have been successful! If the landlord says the repairs are not necessary or does not respond at all, follow the appropriate next steps.

If the landlord responds saying the repairs are unnecessary**:**

- If the landlord says the repairs are not necessary, ask the landlord to please put that in writing because it is what the law requires. If the landlord writes to say the repairs are not necessary and you still want the repairs done, you must call a housing inspector and arrange for an inspection. Have a list of problems ready for the inspector to make sure the inspector does not miss anything. Be sure to request a written report of the results following the inspection. If the problems are not a housing code violation, then the law does not allow you to make repairs and deduct the cost. If the problems do constitute a code violation, send a copy of the housing report to your landlord along with a letter saying you intend to have the repairs made and will deduct the cost of the repairs from your rent.
- After sending the copy of the housing report with your letter, you must wait another 14 days (or less if it is an emergency) before arranging for the repairs yourself. If the landlord still does not make the repairs, you may call a professional and arrange to have the repairs made. You must pay for the repairs, and they cannot cost more than $300 or half of one month's rent (whichever is greater). You must get a receipt for the repairs. You should ask how much the repair will cost before the work is done, because if it costs more than the allowed amount, you will be stuck with the extra cost! If you need to deduct repair multiple times, you may only deduct up to one month's rent total over a 12-month period.

  After you have completed and paid for the repairs, you may deduct the cost of the repairs from your next month's rent. Be sure to pay the remainder of your next month's rent on time, include a letter

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listing the cost of the repair, and include a photocopy of your receipts (blacking out your credit card number if you used a credit card). You may not deduct the cost of repairs until after the repairs have been made. For example, if you have the repair done on June 20, you may not deduct the cost of the repair from June's rent. You may deduct the cost from your July rent.

If the landlord does not respond to your written repair requests:

4. If the landlord does not make the repairs within 14 days and does not respond to you in writing. Missouri law (§441.234) says you may call a professional repairperson and arrange to have the repairs made. You must wait 14 days after having mailed the letter to your landlord. You must pay for the repair yourself. You must get a receipt for the repairs. The cost of the repairs cannot exceed $300 or half of one month's rent, whichever is greater. You should ask how much the repair will cost before the work is done, because if it costs more than the allowed amount, you will be stuck with the extra cost! If you need to deduct repair multiple times, you may only deduct up to one month's rent total over a 12-month period.

5. After you have completed and paid for the repairs, you may deduct the cost of the repair from your next month's rent. Be sure to pay the remainder of your rent on time, include a letter explaining the costs, and include a photocopy of your receipts (blacking out your credit card number if you used a credit card). You may not deduct the cost of repairs until after the repairs have been made. For example, if you have the repair done on June 20, you may not deduct the cost of the repair from June's rent. You may deduct the cost from your July rent.

WHAT ARE CONSIDERED EMERGENCY REPAIR PROBLEMS?

If the problem is an emergency, you do not have to wait 14 days to get a response from the landlord before doing Rent and Deduct.

An emergency repair problem means one of the following:

- Your hot water heater breaks or you have no running water at all
- Your furnace breaks in the winter
- Your toilet or bathtub/shower do not work
- You have lost other essential services or facilities
- Your building is condemned or you receive an intent-to-condemn notice (because it means the entire building has become unlivable).
- Lead paint has been found in the apartment and children under the age of 6 live in the apartment.
- The water, electricity, or gas has been shut off or will be shut off and it is the landlord's responsibility to pay for these things.

WHAT IS BREACH OF IMPLIED WARRANTY OF HABITABILITY?

The Missouri Supreme Court has said that every residential lease has an implied warranty of habitability. The implied warranty of habitability means that when you move into your apartment, your landlord is giving you a warranty that:

a. Your apartment is habitable and fit for living at the inception of the lease;
b. The apartment will remain in that condition for the entire term of the lease;
c. The apartment will have facilities and services vital to the life, health, or safety of the tenant; and
4. Facilities and services vital to the use of the premises for residential purposes.

A breach of the implied warranty of habitability means that the apartment was unfit to live in, and the landlord essentially evicted the tenant by letting the apartment get so bad. A tenant may be able to use the breach of the implied warranty of habitability as reason for moving out of the property before the lease agreement has come full term. By leaving the property under breach of implied warranty of habitability, the tenant is basically saying that the landlord has already broken the lease agreement by allowing the apartment to get so bad.

It is important to note that the warranty covers items of necessity—not those merely of convenience, such as lack of air conditioning. The landlord does not ensure the tenant's comfort. Examples of a breach of implied warranty of habitability include: severe roach and rodent infestation, exposed wiring, boiler malfunctions, water or gas leakage. The standard for what is a breach of the implied warranty of habitability is unbelievably high.

After moving out, the tenant may sue in small claims court for actual damages sustained which are the "direct, immediate, or proximate and unavoidable consequences of the breach," and for "impaired enjoyment of the premises and consequential damages." The measure of damages is the difference between what the apartment is worth and the rent that was paid.

To prove a breach of the implied warranty of habitability, you must prove four things**:**

1. You had a lease for residential property;
2. Dangerous or unsanitary conditions developed after you moved in, which "materially" affected the "life, health, and safety of the tenant" (documented by a city building or health inspector);
3. You gave reasonable notice of the defects to the landlord; and
4. The landlord failed to make the apartment habitable.

NOTE ON FAIR HOUSING

Although we sometimes help with conflicts between landlords and tenants, EHOC's mission is to work to ensure equal access to housing and places of public accommodation for all people through education, counseling, investigation, and enforcement of the local, state and national fair housing laws. These laws prohibit discrimination on the basis of race, color, religion, national origin, gender (sex), disability or because you have children under 18, and in some instances because of ancestry, marital status, age (over 40), military status, sexual orientation and source of income.

EHOC serves the Missouri counties of Franklin, Jefferson, St. Charles, St. Louis, City of St. Louis, and the Illinois counties of Madison, Monroe and St. Clair. If you or someone you know needs assistance but are outside the St. Louis metropolitan area, EHOC can direct you to the appropriate agency.

If you feel that your dispute with your landlord is due to a prohibited reason as listed above, please alert us immediately for counseling or action at no charge to you. If you encounter discrimination and don't report it, it is likely that others will be discriminated against in the future.

REQUEST FOR REPAIRS 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 _____:

I live in your property at the above address and have done so since _____. Following is a list of items in need of repair, the date broken and the dates repairs were requested, if applicable:

			Repairs Previously Requested?	
	Item/Condition	Date Broken	No	Yes (Dates Listed)
1				
2				
3				
4				

Missouri statute §441.234 requires that you keep the rental units healthy, safe, and habitable, and make repairs to keep the residence in compliance with local building codes. The statute requires prompt action and allows me to make repairs and deduct from my rent the cost of the work. This right is mine regardless of any provisions in my lease.

I know that we both want your property to be in the best condition possible, therefore I respectfully request your immediate attention to these repairs. If you would like to discuss any items listed above or make arrangements for repairs, please call me at _____ in the (mornings / afternoons / evenings / anytime).

If I do not hear from you within _____ days of the date of this letter, I will proceed with arranging for the repairs myself and deduct my rent accordingly. I appreciate your cooperation.

Sincerely,

_____
Tenant's Signature Date

cc: copy retained for my records

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.

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.

LOCK-OUTS TO EVICT ARE ILLEGAL

CAN MY LANDLORD CHANGE THE LOCKS IF I AM BEHIND ON RENT?

Your landlord cannot lock you out of the apartment because you have not paid rent. S/he must have a court order and sheriff present or s/he is liable for "forcibly entering" your apartment. It is illegal for the landlord to:

- Change the locks;
- Remove your possessions from the premises without a final court order, unless s/he has a reasonable belief that you have abandoned the dwelling (see "Abandonment of Dwelling");
- Take off or board up the doors and windows;
- Shut off utilities to force you out; or
- Refuse to give you the key after signing a rental agreement.

FOR A UTILITY SHUT-OFF, WHAT DO I DO IF THE UTILITIES ARE IN MY LANDLORD'S NAME?

Normally, your lease says who will pay the gas, electric, and water bills. But, if your apartment does not have a separate meter, your landlord must pay the utility bills, no matter what your lease says. "Separate meter" means that your meter cannot include any other units or any common areas, such as shared halls or laundry rooms. If the landlord does not pay the bill, the utility company may shut off service. However, that does not mean that the landlord can do it!! If the landlord has taken on the responsibility to pay the bill, s/he must do so, and cutting it off is a violation of the law.

WHAT SHOULD I DO IF MY LANDLORD LOCKS ME OUT OR TURNS OFF MY UTILITIES?

1. Hand-deliver (or mail certified) a letter to the landlord stating the law. A sample letter is enclosed.
2. Take a witness with you to help you record all that occurs.
3. Explain that by locking you out the landlord is violating Missouri law which imposes civil liabilities.
4. Ask them to arrange to let you back in or turn your utilities back on.

WHAT DO I DO IF THE LANDLORD REFUSES TO LET ME BACK IN AFTER I DELIVER THE LETTER?

- Call the police immediately and explain the situation.
- **For City of St. Louis residents only**: Remind the officer that under Ordinance No. 70624 it a criminal offense for a landlord to illegally lockout a tenant. Ask the officer to contact your landlord to insist that s/he let you back in to the property, return your belongings, and/or turn your utilities back on (if applicable). If the landlord refuses to end the lockout or cannot be reached, tell the officer that you wish to file charges under Ordinance No. 70624.
- **For all residents of Missouri**: Remind the officer of the law (§441.233) and tell him/her you want to file a complaint of trespassing. Make sure you get his/her badge number so that you can contact him/her later if needed.
- Ask the police officer to call the landlord and arrange for the three of you (you, the landlord/manager, and the officer) to meet at your apartment and let you in.
- Have a copy of your letter to the landlord and a copy of the lease, rent receipts, or utility bills ready to show the officer. Some officers ask for proof that you legally reside in the property.
- Sometimes police officers do not like to deal with these issues or don't know the laws themselves. Stay calm and polite and do not get discouraged!

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

WHAT DO I DO IF THE LANDLORD STILL REFUSES OR HAS "DISAPPEARED?"

- Call a private lawyer or Legal Services of Eastern Missouri. The Bar Association of St. Louis has a lawyer referral service at https://www.bamsl.org/index.cfm?pg=clientReferrals. You can reach Legal Services of Eastern Missouri at 314-534-4200. If you have personal belongings that are missing or destroyed as a result of the lockout, you may be able to sue the landlord for damages.
- For a utility shut-off: Call an inspector. A utility shut-off is a code violation. In St. Louis City, call 314-622-4800. In St. Louis County, call your local municipality's building or health inspection division. If you need help finding the number, call EHOC at 314-534-5800.
- You may take reasonable steps to enter your apartment, such as cutting locks or opening windows, but remember that you may be responsible for any damages that occur.

SHOULD I SUE MY LANDLORD?

- If the landlord causes any damage to your possessions or causes you any loss of money, you may sue for double the losses. For example, if the landlord puts your property on the street and it gets stolen or damaged by weather, you can sue for double your losses. You can also sue for extra costs, like property storage, moving costs, legal fees, etc. Prepare a list of all items damaged or stolen.
- If the eviction has resulted in mental or physical injury, and the landlord's conduct was intentional, you may also sue for *malicious intent* and get punitive damages. You should consult with a lawyer to proceed with this claim.

HOW CAN I PREPARE FOR COURT?

1. Collect your evidence and have it neatly organized. Evidence includes any written documentation that you can find - your lease, receipts from your rent payments and security deposit, cancelled checks from paying your rent or your deposit, copies of letters you wrote to the landlord, letters the landlord wrote to you, your move-in sheet that itemized damage to the apartment, any documentation from city building inspectors, police reports, etc. If in doubt, bring it.
2. If you are unable to afford the court costs, you may be able to file under *In Forma Pauperis*, or "as a poor person," which will waive all or part of the court costs to sue your landlord. The form for this motion is available at the Court Cashier's office and must be signed by the Judge.
3. Bring witnesses - the person who went with you to meet with your landlord, or anybody else that might help you in your case.

WHAT IS A COUNTERCLAIM?

The landlord may file a counterclaim to your suit saying that you owe him or her money. For example, the landlord may say that you owe $600 dollars in back rent, and wants you to pay that rent. The judge will hear your claim and your landlord's counterclaim at the same time.

WHAT IS A SETTLEMENT?

A settlement is an agreement between you and the landlord to end the lawsuit. A compromise is often the best solution. Even if you win in court, you may have a difficult time collecting money from the landlord. You might be better off to agree to a smaller amount if the landlord will pay you right away. If you and the landlord agree to compromise, make sure you write down what you each agree to. Both of you should sign the agreement. Take the agreement to the hearing and have the court approve it.

SAMPLE COMPLAINT LETTER:

"I rented the apartment at 56 Heavenly Lane Apt. #2, St. Louis Missouri 63101 from Larry Landlord for $300 per month. I moved in on November 1, 2009. On December 15, 2009, I returned home from work and found that the locks on my apartment were changed with my personal belongings still inside. After hand delivering a letter to my landlord and talking with the police I entered the apartment by opening a bedroom window. The above took almost 4 days.

When entering the apartment we noticed several items missing. While in the process of moving all my personal belongings out of the apartment the landlord came and told us we were on his property illegally and threatened us with his gun and told us to leave immediately. After being threatened by the landlord, I went to file a claim in Civil Court against the landlord for the following items.

My claim is for the following amounts:	DAMAGES	DOUBLE
Missing objects within my apartment	$700	$1400
Motel for two nights and shelter costs	$98	$196
Storage	$100	$200
Child Care	$99	$198
TOTAL:	$997	$1994
Malicious Intent by Landlord: Punitive Damages		$3000
GRAND TOTAL:		$5994

NOTE ON FAIR HOUSING

Although we sometimes help with conflicts between landlords and tenants, EHOC's mission is to work to ensure equal access to housing and places of public accommodation for all people through education, counseling, investigation, and enforcement of the local, state and national fair housing laws. These laws prohibit discrimination on the basis of race, color, religion, national origin, gender (sex), disability or because you have children under 18, and in some instances because of ancestry, marital status, age (over 40), military status, sexual orientation and source of income.

If you feel that your dispute with your landlord is due to a prohibited reason as listed above, please alert us immediately for counseling or action at no charge to you. If you encounter discrimination and don't report it, it is likely that others will be discriminated against in the future.

NOTICE OF LOCKOUT

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

I, _____, claim that you have intentionally locked me out of my legal residence at _____,

Missouri statute 441.233 forbids a landlord from denying a tenant access to his or her apartment, changing locks, or locking a tenant out without first obtaining a court order. Any landlord who does so is liable of forcible entry. A tenant who is locked out without a court order may sue the landlord for double damages, plus penalties.

In compliance with the law, you must allow me immediate access to my apartment. I may be reached using the contact information below.

Thank you for attention to this matter.

_____
Tenant's Signature Date

_____
Phone Number:

cc: copy retained for my records.

NOTICE OF UTILITY SHUT-OFF

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

I, _____, claim that you have intentionally shut-off my utilities at my legal residence of _____,

Missouri statute §441.233 states that any landlord or its agent who willfully diminishes services to a tenant by interrupting or causing the interruption of essential services, including but not limited to electric, gas, water, or sewer service, to the tenant or to the premises shall be deemed guilty of forcible entry and detainer. A tenant whose utilities are cut off without a court order may sue the landlord for double damages, plus penalties.

In compliance with the law, you must turn my utilities back on immediately. I may be reached at the contact information listed below.

Thank you for your attention to this matter.

_____
Tenant's Signature Date

_____
Phone Number

cc: Copy retained for my records

CONDEMNATION

WHAT IS A CONDEMNATION?

A building can be condemned because of repair problems, a lack of utilities, or other health or safety dangers. If your building has been condemned, you will be notified in the mail or by a condemnation notice being posted on your building. The sign will either say that the building has been condemned, or will say that the building is "unfit for human occupancy." If you suspect your building has been condemned, call your local building inspectors and verify. Unfortunately, some disreputable landlords have made their own "condemned" signs just to get tenants to move out. In St. Louis City, call 314-622-4800. In St. Louis County, call your local municipality's building or health inspector. If you need help finding this number, call EHOC at 314-534-5800.

DO I HAVE TO MOVE IF I RECEIVE A CONDEMNATION NOTICE?

If your building has been condemned, the landlord will either have to make repairs so that the building meets code and is no longer condemned, or else eventually everyone will have to move out. However, even if the inspector has posted a condemnation sign, your landlord still cannot put your things on the street or lock you out. Your landlord still must go to court in order to evict you. The landlord also may not threaten you with physical violence to get you to move out.

I DO NOT WANT TO MOVE. WHAT CAN I DO?

The only option you really have is to try to get the landlord to have repairs made quickly and then have the condemnation rescinded (withdrawn). If you are interested in pursuing this option, you may ask the landlord to look into local organizations that do home improvements or tax credit options through the local government.

IF I HAVE TO MOVE CAN I RECOVER DAMAGES?

- If you have a lease (more than month-to-month) and must move because the building is condemned, you are entitled to compensation for the loss of the leasehold interest. You are entitled to some or all of your rent money back for every month that the landlord knew about the code violations but did not fix them. If the rental unit is bad enough to be condemned, then the rent should be reduced to zero.
- If your apartment was already condemned when you first moved in, you can sue the landlord for the value of the whole lease.
- If the problems caused any physical injuries or illnesses, or if they involved lead paint, you should talk to a personal injury lawyer before you file a suit.
- If thirty (30) days has passed since you moved out and you have not received your deposit or a letter of explanation, the law entitles you to double the amount of the deposit.
- If you made repairs to the apartment without the knowledge or consent of the landlord, and then you have to move out because the building was condemned, you will not be able to recover the money that you spent on the repairs.

HOW DO I RECOVER DAMAGES?

- Gather records and documents that you can use in court: rent receipts, leases, letters to the landlord, copies of inspection orders, and a copy of the condemnation notice. Take pictures of the repair problems before you move out. Make a list of each repair problem, and when it started. Have a witness go through the apartment with you.
- Keep receipts for all your expenses from the move: motel, moving van, gas, food, and storage. You should ask the court for all the extra money you had to spend because of the condemnation.

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

- Start your lawsuit as soon as possible. You can sue for up to $5,000 in Small Claims Court, and you do not need a lawyer. For property in St. Louis City, you will need to file the complaint at the civil courthouse located at 10 North Tucker, 314-622-4434. If the property is in St. Louis County, you will need to file at the courthouse in Clayton located at 7900 Carondelet Ave, Room 177, Plaza Level, 314-615-8029. You will need your landlord's name and address to file a small claim. For City of St. Louis, the owner information for your address can be found at: http://stlcin.missouri.org/citydata/newdesign/index/cfm.
  For St. Louis County, owner information for your address can be found at: http://revenue.stlouisco.com/ias/. For "Search By:" category make certain you click on "Address."
- If you are unable to afford the court costs, you may be able to file under *In Forma Pauperis*, or "as a poor person," which will waive all or part of court costs to sue your landlord. The form for this motion is available at the Court Cashiers office and must be signed by the Judge.

SAMPLE COMPLAINT

January 10, 2010

I rented the apartment at 56 Heavenly Lane Apt. #2, St. Louis, Missouri 63101 from Larry Landlord for $300 per month. I moved in on November 1, 2009. On December 15, 2009, the building was condemned because it had no heat, was infested with rats, was missing 3 windows, and had other repair problems. The heat went out on December 7. The windows were gone when I first moved in and the rats were there when I first moved in.

Mr. Landlord did not return my security deposit within 30 days, nor did he send me a letter explaining why I did not receive my security deposit.

My claim is for the following:	DAMAGES
Security deposit	$600
Security deposit penalty	$600
Bad faith - punitive damages	$300
Repair problems: November – January	$900
Moving expenses	$432
TOTAL:	$2832

ABANDONMENT OF DWELLING

WHAT IS ABANDONMENT?

Abandonment occurs when a tenant gives up the rental premises. It occurs when the tenant "vacates" the dwelling. Clearly, abandonment does not occur each time the tenant leaves, for example, to go to the store, or to a funeral in another state, or even on a vacation. In determining whether a true abandonment has occurred, look for indications of intent not to return. These may be expressed to the landlord, neighbors, or others, or they may be implied.

WHAT DOES THE LAW SAY ABOUT ABANDONMENT?

According to Missouri Statute (RSMo) §441.065, A tenant's property may be set on the street without liability to the landlord if:

1. The landlord has a reasonable belief the tenant has vacated the premises;
2. The rent has been due and unpaid for 30 days;
3. The landlord posts written notice on the premises (door) of the unit and mails to the last known address, by both first class mail and certified mail, a notice of the landlord's belief of abandonment; and
4. The tenant has not responded in writing to the landlord. If the tenant does not respond, the landlord does **NOT** need a court order to set the tenant's property on the street.

HOW CAN THE LANDLORD DETERMINE IF THE TENANT HAS ABANDONED THE PREMISES?

- Are the utilities off? (when in the tenant's name)
- Is there phone service?
- Has mail been forwarded or is piling up?
- Is there furniture in the property?
- Are there beds? Do they look like they have been used?
- Have the neighbors seen the tenants?

LEAD PAINT AND TENANT'S RIGHTS

WHY IS LEAD A PROBLEM?

Lead poisoning is primarily a danger to children under 6 years old and to unborn children. Severe lead poisoning can cause permanent brain damage, reduce intelligence, cause behavioral problems, and cause permanent damage to other organs. Pregnant women and nursing mothers can pass lead from their bodies to their children. Before 1978, 75% of all housing contained lead-based paint. Using lead-based paint in homes and apartments was made illegal in 1978, so if your house was built after 1978 you have less reason to worry. However, children should still be tested for poisoning.

HOW DO PEOPLE GET LEAD POISONING?

Lead poisoning comes from ingesting (eating) or inhaling (breathing) things with lead in them. Opening and closing windows often leaves lead dust on windowsills. Young children sometimes get the dust on their hands and ingest it. The fumes and ashes from burning painted wood or paper with colored ink may have lead, old furniture or toys may have lead paint, and water pipes may be made of lead or have lead soldered joints. Anytime renovation is done in an older house (built before 1978), the dust and plaster can have lead in it, which could be eaten or inhaled. People can be contaminated by food or liquids stored in lead-glazed pottery or lead crystal decanters, or by food contaminated by lead in soil or dust.

CAN A LANDLORD REFUSE TO RENT TO ME BECAUSE THERE IS LEAD IN THE UNIT AND I HAVE SMALL CHILDREN?

No. A landlord cannot discriminate against pregnant women or families with children under the age of 18, even if the landlord is aware that the building contains lead, unless the building qualifies as senior housing or housing for older persons. The landlord must disclose the lead hazard but cannot discourage you from renting or treat you differently because you have children. The landlord may have to remediate the lead hazards if the health inspector cites the landlord for lead hazards.

WHAT DOES THE LANDLORD HAVE TO TELL YOU?

If your building was built before 1978, your landlord must tell you about any dangers of lead in your apartment and any dangers in common areas. The landlord must give you a pamphlet written by the EPA, HUD, and CPSC called *Protect Your Family from Lead in Your Home.* The landlord must put warnings about lead in the lease, and the landlord must have a statement signed by both the tenant and the landlord which saying that the pamphlet was received. You may also get a copy for yourself by calling (800) 424-LEAD (5323). These rules do not apply:

- to 0-bedroom units (efficiencies and studios);
- if you are renting for fewer than 101 days; or
- if the unit is designated for the elderly or the handicapped and no children live there.

If the landlord does not warn you of the dangers, and your building was built before 1978, and you or your children suffer an actual injury, you may sue for triple the amount of the damages.

WHAT IF I SUSPECT MY CHILD HAS BEEN EXPOSED TO LEAD?

Contact your Health Department to find out where to have your children tested for lead poisoning. In St. Louis City, call 259-3455. In St. Louis County, call 615-5323. All children under 6 years of age should be tested occasionally to ensure they do not have lead poisoning.

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

HOW CAN I TELL IF MY CHILDREN HAVE LEAD POISONING?
Most people (including children) have no symptoms of being poisoned until they are very sick and damage has already been done. That is why it is best to have your children tested.

WHAT SHOULD I DO IF THERE IS LEAD IN MY HOME?
If you find paint chipping or flaking, the landlord should have the paint professionally tested for lead (usually costs about $20). In addition, you should have any children under the age of 6 tested for lead poisoning. If there is lead in your home, it should be taken care of by professionals. You should remove your possessions and vacate the area that is being cleaned. Do not enter the house or apartment until it has been properly cleaned. If you have to leave your home, you may ask the landlord to pay your motel bills, extra food costs, and transportation costs. You can minimize lead hazards by making sure that your windowsills are cleaned regularly to remove any dust from opening and closing windows, and by regularly vacuuming and mopping your home.

DOES THE LANDLORD HAVE TO REMOVE THE LEAD PAINT IN MY HOME?
If there are children under the age of 6 living in the apartment, the landlord must remove the lead hazard. First, you should have a certified member of the health department test your apartment for lead. If there is a lead hazard that poses a risk of adverse health effects on young children in the apartment, the health department will provide written notice to you and to the owner of the building that the lead hazard exists. The written notice will also have recommendations on how to reduce the lead hazard and will give the owner a reasonable time to fix the problem. This only applies if there are small children in the apartment - if there are only adults in the apartment, the owner does not have to make any changes.

After the owner of the apartment receives notice of the hazard, the owner must follow the recommendations in the notice within the time period specified in the notice. The owner may, instead of fixing the problem, simply take the apartment off of the rental market.

If the owner does not fix the problem, he or she is in violation of Missouri Statutes, sections 701.300 to 701.324. A local official will notify the owner that he is in violation of the Missouri Lead Paint Statute and will order him to fix the problem. If the owner still does not make the ordered repairs, St. Louis health officers and building officials *may* use community resources to relocate the people in the apartment until the owner makes the repairs. The local officials *shall* report the violation to the county prosecuting attorney, who shall take additional measure to ensure the lead hazard is fixed.

CAN I BE EVICTED FOR REPORTING A LEAD PROBLEM?
No. A tenant cannot be evicted just because someone in the apartment has lead poisoning. A tenant also cannot be evicted because the health department is requiring the owner to fix a lead hazard. However, if the health department says that the repair process will put the tenants' health in danger, it is unclear whether the owner may evict the tenants. For example, if the entire apartment has several layers of lead paint which must be scraped away, and the health department says there is no way for the tenants to safely live there while the paint is being removed, then the landlord may make the tenants move out. It is unclear as to whether the landlord has to move the tenants back in. Please note: the owner may still evict tenants for any other legal reason.

OTHER HELPFUL NUMBERS

St. Louis City Health Department.....314-612-5100
Lead Safe St. Louis.....314-259-3455
St. Louis County Lead Poisoning Prevention.....314-615-5323
Poison Control Center (open 24 hours).....314-772-5200
Citizen's Service Bureau (St. Louis city).....314-622-4800
Legal Services of Eastern Missouri 314-534-4200

For any additional questions contact the staff of Metropolitan St. Louis Equal Housing Opportunity Council at 314-534-5800 or toll free at 1800-555-3951 or visit us at www.ehostl.org.

EVICTIONS

WHAT IS AN EVICTION?

An eviction refers to the legal process that a landlord has to use to have a tenant removed from the rental property and/or to collect back rent. In Missouri, there are two main types of eviction actions:

One type of action, a "**Rent and Possession**" eviction, occurs where the tenant owes rent to the landlord. If a tenant is behind on paying any portion of the rent, the landlord can file for eviction. Even if a tenant is just behind on one month or a part of one month's rent, the landlord can attempt to have them evicted. In this type of action, the tenant (the defendant) can have the case dismissed by paying all rent due plus court costs. The tenant can make this payment any time before the trial or any time on the day of the trial, even if the judge has already ruled.

The second type of action, "**Unlawful Detainer**" eviction, occurs where the landlord has terminated the tenancy, but the tenant remains in the property as a "holdover" tenant. In this type of action, the landlord is generally required to give proper notice of his/her intent to terminate a tenancy prior to filing for the eviction. Unlike a Rent and Possession eviction, this type of action does not offer the tenant the opportunity to pay back rent and court costs and stay. If the landlord wins the judgment, the tenant will have to move.

WHAT HAPPENS IN AN EVICTION?

1. *For an Unlawful Detainer eviction*: the landlord must give written notice of his/her intent to evict you. The landlord must provide proper notice: either for an entire lease term, usually 30 days, or for another time period as stated in the lease. After providing the notice, the landlord must refuse to accept rent during that period of time before filing an Unlawful Detainer action with the court.
   For a Rent and Possession eviction: if the tenant is behind on rent, the landlord need not provide written notice that the rent is past due. The landlord may file a Rent and Possession action in court at any time after rent is due.
2. The landlord files for eviction with the court.
3. The tenant is summoned to court. The written summons will either be posted on the door of the tenant's unit or delivered in person to the tenant or a family member of the tenant living in the property. The summons will include the court date.
4. The hearing occurs. At the hearing, the tenant will have his/her chance to give his/her side of the story. If there have been repair or safety issues on the property, the tenant should file an affirmative defense/counterclaim with the court prior to his/her court date. Upon filing the affirmative defense/counterclaim with the court, the court may ask the tenant to escrow – pay into the court – the rental amount that the landlord has claimed is due. Then, on the day of trial, the tenant may bring pictures, copies of letters to the landlord, inspection reports, or any documentation to show the judge. While the tenant may still be evicted from the premises, under certain circumstances, certain judges might be willing to forgive some of the back rent if the landlord has not been taking care of the property.
5. If the summons was only posted on the door, then the landlord can only win possession of the premises <u>if the tenant does not appear at the hearing</u>, meaning s/he can only get the tenant removed from the property and cannot necessarily be awarded the back rent as well. If the summons was not personally served, and the landlord wants to get the back rent, s/he would have to file a separate action at this point.
6. If the landlord does win the hearing and gains possession of the premises, the tenant has ten (10) days in the property before the landlord can file for the actual eviction order.

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

7. *For a Rent and Possession eviction*: **Pay and Stay**: the tenant has the right to remain in the property by paying the full amount of the money judgment plus the court costs to the landlord within the ten days after the judgment date.
8. After the landlord gets the eviction order, a notice will be posted on the door of the property notifying the tenant that s/he needs to leave and that the sheriff will be out. Even though the landlord can get the eviction order ten days after the hearing, the sheriff's office schedule may not allow for the eviction to occur right away. To find out for certain what day the sheriff will be out to the property to perform the physical eviction, call the sheriff's office. If you find yourself on the losing end of an eviction hearing, do not wait until the sheriff comes to the property. If possible move out before the sheriff is scheduled to come because your possessions will be physically removed from the property.
9. *For a Rent and Possession eviction*: the tenant may file an application for a trial de novo ("a new trial") within ten days of the judgment date. However, filing for the trial de novo will not stop removal from the property by the sheriff unless you pay a bond for rent and court costs.
   For an Unlawful Detainer eviction: the tenant may file an appeal of the judge's decision in favor of a landlord. The notice of this appeal must be filed within 30 days of the judge's decision. Filing for the appeal will not stop removal from the property by the sheriff unless you pay a bond for rent and court costs.

If you need help with a housing search or have further questions please call EHOC at 314-534-5800.

NOTE ON FAIR HOUSING

Although we sometimes help with conflicts between landlords and tenants, EHOC's mission is to work to ensure equal access to housing and places of public accommodation for all people through education, counseling, investigation, and enforcement of the local, state and national fair housing laws. These laws prohibit discrimination on the basis of race, color, religion, national origin, gender (sex), disability or because you have children under 18, and in some instances because of ancestry, marital status, age (over 40), military status, sexual orientation and source of income.

If you feel that your dispute with your landlord is due to a prohibited reason as listed above, please alert us immediately for counseling or action at no charge to you. If you encounter discrimination and don't report it, it is likely that others will be discriminated against in the future.

BED BUGS

WHAT BED BUGS ARE AND HOW TO SPOT BED BUGS IN YOUR HOME

Bed bugs are small, wingless insects that feed on the blood of warm-blooded animals. They often choose humans as their hosts. They prefer to live in soft furnishings such as sofas, mattresses, sheets, and blankets. They enter homes as stowaways in luggage and furniture that are moved into the home. They show up in clean homes as well. Bed bugs are a growing problem in all types of dwellings.

Bed bugs are most known for the fact that they bite and are most active at night. The most obvious sign of bed bugs is when people complain that they have been bitten in their sleep. Bed bug bites can take several days to become noticeable. If you notice that you or other people living in your home have been bitten, you should examine the bedroom and linens for signs of bed bug activity. The signs include…

- Rust-colored stains on bed sheets from the bugs being crushed
- Eggs or eggshells. Bed bugs reproduce quickly, so it is very common to find their eggs when there is an infestation
- Shed bed bug skin or shells; and
- Live bed bugs

THE TENANT'S AND THE LANDLORD'S RESPONSIBILITIES

If you suspect that your rental unit has bedbugs, contact your landlord right away. The landlord should contact you as soon as possible to discuss what measures they will take to get rid of the bed bugs and what measures that you should take prior to an inspection.

- The landlord must bring a qualified inspector to look at the rental unit and determine whether there are in fact bed bugs in the home.
- The landlord and pest control may enter the home for inspection in accordance with your lease.
- If a bed bug infestation is found, then the proper treatment methods should begin. The amount of time treatments take vary from case to case.
- The tenant must cooperate with treatment efforts, including the heat treatment of furniture, clothes, and hallways. It is your responsibility as the tenant to cooperate with treatment efforts. Failure to comply with the bed bug control methods can result in a lease violation.

Be sure to check your lease for any information or addendums regarding bed bugs, heat treatments, and whether or not the cost of the heat treatment will be your responsibility.

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EHOC serves the Missouri counties of Franklin, Jefferson, St. Charles, St. Louis, City of St. Louis, and the Illinois counties of Madison, Monroe and St. Clair. If you or someone you know needs assistance but are outside the St. Louis metropolitan area, EHOC can direct you to the appropriate agency.

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