

YOU AND YOUR LANDLORD

A ST. LOUIS AREA GUIDE TO TENANT RESPONSIBILITIES AND RIGHTS

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Preface

Disputes between landlords and tenants can occur in the rental process. Knowing your rights and responsibilities as a tenant can help you avoid and resolve disputes with your landlord.

This handbook provides tenants with general information regarding the rights and obligations of landlords and tenants under current Missouri law. The law is subject to change. We provide this information as a public service. Always consult a lawyer, if you can, before taking legal action. Your situation may require the consideration of additional factors or law not addressed in this handbook. This handbook is not intended as a substitute for legal advice. If you have questions about your situation, you should contact an attorney.

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In 2007 and 2008 this handbook was reformatted and updated by Mary DeVries and Molly Kottmeyer, and edited by Susan Alverson, attorneys with Legal Services of Eastern Mo., Inc. Further updates were made in 2011 by Mary DeVries.



About Us

Legal Services of Eastern Missouri is an independent, non-profit organization that provides high-quality civil legal assistance and equal access to justice for low-income people in Eastern Missouri.

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LEASES

A. What Is A Lease?

A lease is an agreement between a tenant and a landlord regarding use of the house or apartment the tenant rents from the landlord. A lease is both a contract (an agreement between two or more parties) and a conveyance (a transfer of a property interest). A lease can be oral (spoken) or written. A lease term (length) can last for any period of time, including month-to-month, year-to-year, or a definite period of time (e.g., one year). A lease for more than one year must be in writing. The following information should be included in a lease:

- Names of the landlord and tenant
- Address of property
- The date the lease begins and ends
- The amount of rent
- The date the rent is due
- Where the rent payment is made
- The amount of security deposit
- Who pays each utility (gas, electric, water, sewer, trash)
- Who makes which repairs and who pays for those repairs
- Who is allowed to live in the property
- Whether the landlord will provide appliances, and who is responsible for repair
- The phone number and address for the landlord



B. Before You Sign the Lease...

- Read the lease carefully before you sign it. If you have a problem with any part of the lease, discuss your concerns with the landlord to see if changes can be made. Get the changes in writing.
- Make sure the lease includes everything to which you agreed. Make sure you understand the amount of security deposit, the amount of rent you will owe every month and who is responsible for paying utilities.
- Look at the property carefully and inspect every room. Make sure everything works, including toilets, drains, appliances, windows, furnace, air conditioner and locks. Do the keys work? Are there bugs? Do any repairs need to be made?
- If you must pay money before or when you sign the lease, get a receipt that states what you paid. Get a signed receipt when you pay your security deposit.

C. What If I Find Problems?

- Consider looking somewhere else to rent. If the place is not fixed up, you may have a bad landlord.
- If you still want to live there, make a written list of repairs. Date it, make a photocopy for your records and give it to the landlord.
- Ask the landlord to agree, in writing, to complete the repairs at no charge by a certain date. Have your landlord sign the agreement. Keep the agreement with your other important papers.

D. Before You Move In...

- Schedule a move-in inspection with your landlord.
- Take photos of each room. Take photos of any defective conditions.

E. Security Deposits

A security deposit is a payment required by a landlord from a tenant. It is paid to cover the possible expense of any repairs for damages to the premises greater than normal “wear and tear” which the landlord may have make after you move out. Pursuant to Missouri law, a security deposit charge can be no more than two month’s rent. When you pay your security deposit, get a signed receipt from your landlord. In most cases, your landlord may not charge a “nonrefundable” security deposit.

F. Get Organized

Get proof every time you pay your rent. Such proof may be a rent receipt, cancelled check, or money order receipt. Keep your proof with all your other important papers such as the lease, security deposit receipt, letters you receive from your landlord and copies of letters you send to your landlord.



TENANT AND LANDLORD DUTIES

The duties and rights of both landlords and tenants are governed by federal law, state law, and local law. Additional agreements in the lease may impose other duties or rights. If you fail to perform your duties under the law or the lease, your landlord may use your failure to perform as a reason to evict you. If your landlord breaks the lease, you may have the right to sue your landlord or leave the home before the lease ends.

A. General Tenant Duties

- Pay rent when it is due.
- Throw out trash and clean your home so your home does not attract rodents or bugs.
- Take care of your home and do not purposely damage your home.
- Use the plumbing, electricity and appliances in a reasonable way.
- Follow the terms of the lease.
- Do not bother other tenants.
- Follow local municipal codes. Obtain an occupancy permit if the municipality requires an occupant (you) to obtain it.
- Allow the landlord entry into your home to make repairs, provided the landlord gives reasonable notice.
- Make sure your guests follow all rules when visiting your home.
- If your lease limits who can live with you, do not allow people to live with you who are not listed on the lease.

B. General Landlord Duties

- Make the property habitable (safe and healthy to live in) before you move in and maintain property in a habitable condition while you live there.
- Make repairs as required by the lease, local, state or federal law.
- Follow the terms of lease such as paying certain utilities and providing working keys to the home.
- Provide appropriate notice if the landlord is terminating the lease.
- If required by the municipality, obtain necessary permits and inspections before renting the home (In the City of St. Louis it is the landlord's responsibility to obtain a certificate of inspection. By local ordinance, the landlord may not require the tenant to pay for and/or obtain the certificate).
- Give reasonable notice to you before entering home to make repairs.
- Not interfere or interrupt utilities such as water, electric, gas, etc.
- Provide his or her business address to you.

- Provide notice to you if ownership of the property is transferred.
- Not to enter your home without your permission or reasonable advance notice.

C. Tenant Rights

- Right to live in a habitable home (safe and healthy to live in).
- Exclusive right to possession and control of the property.
- Right to have the property fit for its intended use as a dwelling (living, cooking, sleeping, eating).
- Right to invite guests onto the property.



SOLVING PROBLEMS WITH YOUR LANDLORD

A. Negotiation

Negotiation can help solve a dispute inexpensively. Talk to your landlord about a specific problem and try to find a solution to which you both can agree. If you and your landlord reach a solution, write out the agreement. Make sure both of you sign it. That way you both know exactly what is in the agreement. Keep a photocopy with all of your other important papers.

B. What If My Landlord Wants to Make Changes to My Lease After I Move In?

In most cases, your landlord must get your permission to make changes to the lease while it is in effect. If you do not give your permission, in most cases, you landlord must wait until lease renewal time to make changes.

C. Maintaining a Safe and Habitable Place to Live

A landlord has a duty to maintain minimum standard conditions in its rental units. Area housing codes normally give the minimum standards a landlord must maintain. Standards differ among communities. To find out the standards in your community, call your city hall.

In the City of St. Louis, as well as many other communities, a landlord may not charge rent if the landlord fails to obtain a Certificate of Inspection for units that require a Certificate. Also, after notice from a code official that a unit is condemned, the City of St. Louis prohibits a landlord from renting and/or collecting rent from a tenant until the unit has been placed in a safe and secure condition.

Normally, the landlord must maintain bare living requirements such as to keep heating and plumbing in working condition. Minimum standards do not require a perfect dwelling. If hazardous or unsanitary conditions exist in your home through no fault of your own, or if the landlord fails to make repairs included in the lease, you should contact your landlord:

- Politely ask your landlord to correct the problem.
- Confirm the agreement. After you finish speaking with the landlord, write the landlord a letter. This letter should include the date, be addressed to your landlord and list any agreements made. Make a photocopy of the letter and keep it with your important papers. You should mail or hand-deliver the letter to the landlord.

Sample Letter

Dear Landlord:

This letter is in reference to our phone conversation on (date), and concerns my apartment. At that time I told you about (describe the problem in detail). My understanding of our conversation is as follows: (describe agreement, e.g., you agree to fix the problem within 14 days, or I will fix the problem and you will reduce my rent by \$100). If there is any problem with this, please contact me.

Thank you,
Tenant

- If you are unable to reach your landlord, or unable to reach an agreement, notify your landlord in writing of the problem and demand that repairs be made to correct the problem. This letter should include the date and be addressed to your landlord. You should mail or hand-deliver the letter to the landlord. Make a photocopy of the letter and keep it with your important papers.

- You may wish to send your letter (or a photocopy of the letter) to your landlord via certified mail, return receipt requested. By sending it certified mail, return receipt requested, you will receive a receipt which proves you mailed the letter to your landlord and your landlord received the letter.
- Give your landlord a reasonable amount of time to respond. Reasonable times (30 days, 10 days, 48 hours) may vary depending upon the severity of the condition.
- If the landlord does not respond after a reasonable amount of time and the problem creates a fire hazard or a serious threat to your life, health or safety, you may wish to call your local health authority to file a complaint and request an inspection.
- Take photos of the hazardous or unsanitary conditions and keep them with your important papers.
- If you offer to make repairs and your landlord agrees to pay you or deduct rent in exchange for your work, then you and your landlord should write out your agreement and both of you sign it. Make a photocopy of the agreement and keep it with your important papers.

D. Withholding Rent

If you have notified your landlord of housing code violations that make your home unsafe or unsanitary (see above) and your landlord has not made the repairs within a reasonable amount of time, you may choose to withhold your rent.

Before you withhold your rent, you should notify your landlord in writing that you intend to do so. Date the letter and address it to your landlord. Make a photocopy of the letter and keep it with your important papers. Send your letter to your landlord via certified mail, return receipt requested. By sending it certified mail, return receipt requested, you will receive a receipt which proves you mailed the letter to your landlord and your landlord received the letter.

Withholding your rent creates the possibility of your landlord filing a lawsuit against you. Ordinarily, a tenant may not withhold rent due to minor housing code violations. Withholding your rent should be used as a last resort. You should try to talk to a lawyer before withholding your rent.

If you withhold your rent, you should deposit the money you are withholding into a special savings account called an “escrow” account. Once your landlord makes the repair, you must pay the landlord the withheld rent.

Sample Letter

Dear Landlord:

We have spoke several times concerning (describe the problem in detail). During our first conversation on (date), you agreed to repair the problem by (date). The problem was not fixed by (date). I called you again and you assured me that the problem would be fixed. As of today, the problem still has not been corrected. This problem is creating a major health hazard for me and my family. I have reported these problems to the health department. For these reasons, I believe the value of my apartment has been reduced by \$(amount) per month. I will reduce my rent payment to you until you make repairs. The rent money will be placed in an escrow account and will be paid once the problems are fixed. I would sincerely appreciate your immediate cooperation in this matter.

Thank you,
Tenant

E. Repair and Deduct

If your landlord does not correct housing code violations that negatively affect the habitability, sanitation or security of your home, in some cases you may repair the problem yourself and deduct the cost of the repair from your rent. To qualify to make a repair and deduct:

- You must have lived in your home for 6 months or more,
- You must have paid all rent and charges due to the landlord,
- You must have fixed or corrected any lease violations for which you have received notice, and
- You, your family or guest must not have caused the defective condition.

The cost of the repair must be less than \$300 or one half the monthly rent, whichever is greater, provided the amount may not exceed one month's rent. You may not deduct more than one month's rent during a twelve month period. In addition, to qualify to make a repair and deduct it from your rent:

- You must notify the landlord of your intent to repair at the landlord's expense unless he repairs the problem.
- Your landlord must fail to repair or correct the problem within 14 days after being notified, or as promptly as required in case of emergency.
- You must have the repair made in a workmanlike manner.
- You must submit an itemized statement and receipts to your landlord before deducting your rent.

If your landlord during the notice period disputes in writing the necessity for the repair, you must obtain written certification from the local building or health department that the condition violates a local or municipal housing or building code before you make the repair. Then you must wait to see if your landlord corrects the problem within 14 days of the date you either obtained the written certification, or the date you sent the notice, whichever is later, or as promptly as required in the case of an emergency.

F. What If the Conditions Are So Bad That I Can't Live in My Home?

If after taking the above steps, your landlord still refuses to fix the problem, and if the conditions are housing code violations that make your home unsafe or unsanitary, you might want to consider moving. By refusing to make repairs your landlord has breached the lease as well as its responsibility under "the implied warranty of habitability." In Missouri, implied into every residential lease is a promise by the landlord that a rental property is fit for living at the beginning of the lease and will be fit for living during the entire lease. The landlord also promises that it will provide facilities and services vital to the life, health and safety of the tenant.

Deciding to leave your home before your lease ends should be used only as a last resort. If you move before your lease ends, your landlord may try to sue you for breaking your lease. Before deciding to leave, you should try to talk to a lawyer. Keep in mind the following:

- The condition must be so hazardous as to make the home an unsuitable place to live.
- The landlord, not you, must have created the hazardous condition.

- You must notify the landlord of hazardous condition and give the landlord a reasonable amount of time to correct the condition. For your protection, you should notify your landlord in writing and send your letter to your landlord via certified mail, return receipt requested. Keep a photocopy of the letter you send.
- If your landlord does not correct the condition, you must notify your landlord that you intend to leave. For your protection, you should notify your landlord in writing and send your letter to your landlord via certified mail, return receipt requested. Keep a photocopy of the letter you send.
- Take photos of the hazardous condition and keep them with your other important papers.
- You must leave within a reasonable time. If you stay too long, you might not be able to use the condition as a reason for leaving early.

G. Condemnation

If your unit is condemned by your municipality, your right to live in the unit may be restricted. Each municipality has its own process for appeal. If your unit is condemned, the municipality may have the right to remove you from the unit. Normally, the city gives the police the right to remove you from the condemned unit.

However, even if your unit is condemned by the city, your landlord does not have the right to use “self-help” eviction to remove you from your home.

H. Lead Poisoning

Even though lead paint has been banned for a long time, it can still be found in many homes. Lead poisoning is most dangerous to pregnant woman and children under seven years of age.

Tenants can request a lead inspection with or without a landlord’s permission. For more information, contact 314-615-LEAD in St. Louis County and 314-259-3455 in St. Louis City.

I. Abandonment

If the landlord reasonably believes you have abandoned your home, and your landlord wants to remove all of your belongings from your home, Missouri law requires your landlord to take several steps before declaring your home abandoned. Your landlord must post a written notice on your home. In that notice, in addition to other requirements, the landlord must state his belief you abandoned your home. The landlord must also mail the written notice via first class and certified mail to your last known address.

If you do not respond in writing to the landlord’s notice and you are more than 30 days past due with your rent, the landlord may have the right to enter your home and remove your belongings.

The landlord will not be able to claim abandonment if you pay all the rent due or you respond in writing within 10 days of the posting and mailing of the landlord’s notice. In your written response you must inform the landlord that you are still living in your home. You should date your written response and keep a photocopy with all your other important papers.

J. What if My Landlord Sells the Property I Rent?

Normally, if you have a written lease with your landlord, and your landlord sells the property, the new owner is bound to the lease you signed with your former landlord. The new owner cannot change any of the lease terms, including the amount of rent you pay, without your permission.

Beware of the “fake landlord.” Never pay rent to a stranger. Do not pay rent to anyone unless you are sure that the person is either the new owner or someone authorized by the new owner to collect rent. Ask the new owner to show you a copy of the deed to the property. A deed is a document that describes the property. The deed will state the old and new owner’s names. If the new owner will not show you a copy of the deed, you do not have to pay rent to the new owner. When the new owner notifies you of the change and shows you a copy of the deed, this process is called “attornment.”

You cannot refuse to accept a new landlord. If the person claiming to be the new owner (by attornment) proves to be the new owner, or someone authorized by the new owner to collect rent, you have no choice but to pay the rent and should do so immediately.

A copy of the deed for the property you rent can also be found at your local Recorder of Deed’s Office, usually located in the city hall.

If you rent month-to-month, the new owner is bound to the terms of your agreement with the old landlord. However, normally the new owner can change the terms of the agreement, or terminate the tenancy, after giving you written notice of the proposed change at least one month before the next rent payment is due.

K. What if My Landlord Loses the Property I Rent Through Foreclosure?

If the unit you are renting is foreclosed, you have rights under recent federal laws (these laws are temporary unless extended past December 31, 2014). In most cases, you have the right to finish your lease and the new owner must honor your lease (including Section 8 voucher leases). If you have a month-to-month lease, or less than 90 days remaining on your lease, the new owner must give you a 90 day notice requesting that you move. **Remember:** the new owner cannot legally evict or lock out a tenant without a court order.

L. Leaving Before Your Lease Ends

A lease is a contract. Both you and your landlord are bound to its terms. If you want to end the lease early, and you have a written lease, you must look at the lease to see whether you are given the option to end the lease early and follow any notice requirements in your lease. If the lease does not give you the right to terminate the lease early, you may wish to contact your landlord to negotiate an agreement to end your lease early. For your protection, your agreement should be in writing.

If you have a month-to-month and/or an oral lease then you or your landlord can terminate the lease by giving the other written notice of termination at least one month before the next rent payment is due. Keep a photocopy of the written notice you give your landlord. For example, if your rent is due on the first day of each month, then you would notify your landlord no later than October 31st that you wish to terminate the lease on November 30th.

Sample Letter

Date: October 31, 2011

Dear Landlord:

I am writing to inform you I will be terminating my tenancy on November 30, 2011.

Sincerely,
Tenant

If you have a year-to-year lease, you or your landlord may terminate the lease by giving the other written notice at least 60 days before the end of the year.

M. What To Do When You Move Out

- Clean your home including all appliances, floors, carpets, cabinets, closets and bathrooms. If you do not, your landlord may charge you for cleaning or deduct the charges from your security deposit.
- Remove all of your belongings. If you leave anything, even trash, your landlord may charge you for the removal or deduct the charges from your security deposit.
- Take several photos of all rooms and the outside of the home or apartment.
- Return in all keys to your landlord and get a written key receipt.
- Schedule a walk-thru inspection of the unit with your landlord.
- Transfer all utilities out of your name.

N. Return of Security Deposit

After you move out, your landlord can keep your security deposit for the cost to repair any damage to the unit you caused or if you still owe money due under the lease. The landlord cannot charge you for repairing ordinary “wear and tear.” Ordinary wear and tear means those repairs that need to be made just because someone has lived in the home. Unless the landlord agrees, you cannot use the security deposit for the last month’s rent.

Examples of ordinary wear and tear may include:

- Replacing old carpet
- Repainting walls that have not been painted for several years
- Replacement of shoddy materials such as cheap non-stain resistant carpet

Examples of damage that are not ordinary wear and tear:

- Replacing carpet damaged by cigarette burns
- Repainting walls after patching holes you put in the wall

When you move out, remove all of your belongings and clean the unit. Take photos of your home when you move out to show that no damage was done by you.

Tell your landlord you want to be present at the walk-thru inspection. The landlord must notify you of the date and time for the inspection, schedule it at a reasonable time, and allow you to attend a walk-thru inspection.

Within 30 days after you move out, your landlord must either return the full amount of your security deposit or provide you with a written, itemized list of any amounts it withholds.

If the landlord does not return the security deposit or give you an itemized list of the reasons your security deposit was withheld, demand the return of your security deposit. Your demand should be in writing and include the following:

- Date of the notice,

- Landlord's full name and address,
- 30 days has passed since you moved,
- A demand that your landlord return your security deposit, and
- An address at which the landlord can mail the security deposit refund to you.

Mail the notice by regular and certified mail, return receipt requested. This is so your landlord cannot say your demand letter was not sent. Keep a photocopy of your demand letter. If your landlord still does not return your deposit, or provide you with a list of damages to explain the use of the deposit, you have the legal right to sue your landlord in Small Claims Court.

In your suit, you may sue your landlord for two times the amount of your deposit. To initiate this suit, you will need to go to the courthouse and fill out the appropriate forms. You will also need to pay a filing fee. You may contact the clerk's office at your courthouse in advance to find out the amount you will owe to file your suit. Should you have any questions, the staff at the courthouse will assist you in filing the appropriate forms and instruct you how to fill out these forms properly.

When you go to court you should bring the following with you:

- Proof that you paid a deposit and the amount of the deposit.
- Proof of how much you paid to your landlord during your tenancy, such as your rent receipts.
- Proof of the condition in which you left the unit, such as the photographs you took.
- Proof of the date you vacated the unit and gave up possession of the unit.
- Proof that you requested the deposit back, such as your demand letter.

O. Subleasing

Before subleasing, a tenant must get the landlord's approval. If you sublease, you may still be responsible for the lease if the new tenant breaks the lease.

DISCRIMINATION

Under Missouri and federal law, a landlord cannot discriminate against a tenant because of race, color, national origin, sex, disability or religion. In many cases, families with children may also be protected from discrimination under federal law. The City of St. Louis prohibits discrimination on the basis of sexual orientation and source of income.

Discrimination includes refusing to rent, sublease or otherwise make housing unavailable on the basis of a protected group. It also includes setting different terms or conditions for the rental of housing on the basis of a protected class. Discrimination may be intentional or unintentional.

You may be told “You wouldn’t like it here,” or “I’m going to have to charge you an extra \$100 a month.” You may be told “It’s rented,” but the unit is still available.

The prohibition against discrimination covers most housing. In some circumstances, owner-occupied buildings with no more than four units, single-family housing rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members may be exempt.

Examples of conduct during the rental process or tenancy that may be discriminatory:

Race, Color or National Origin Discrimination

Treating certain groups of people differently than others based on race, color or national origin. A landlord may not ask you questions about your race, color or national origin. It is unlawful for a landlord to require you to pay a higher rent or higher security deposit because of your race, color or national origin.

Sex Discrimination

Sex Discrimination involves unequal treatment of males and females.

Sexual harassment is a form of sex discrimination. Unwelcome sexual advances, requests for sexual acts, and other verbal or physical conduct of a sexual nature constitute sexual harassment. Sexual harassment can occur when the landlord withholds benefits and expects sexual favors in order for you to receive those benefits. For example, it would be unlawful for your landlord to refuse to fix your furnace unless you have sex with your landlord.

Proving sexual harassment can be difficult because often the landlord approaches victims in private. Talk to other tenants and you may find that you are not alone. If your landlord does this to you, he or she probably does the same thing to other tenants.

Discrimination Based on Disability

A disability can be either physical or mental. If you can perform all duties necessary to fulfill the lease requirements, a landlord cannot refuse to rent to you or evict you because of a disability. Even if you cannot perform one of the duties of the lease, a landlord may still be required to accommodate you if such accommodation is reasonable.

A landlord also may not refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for you to use and enjoy the housing. In some cases, your landlord may have to pay for the modification.

Religious Discrimination

Treatment of people with a certain religion, or people of no religion, differently on the basis of his/her beliefs.

Familial Status Discrimination

It is against the law for a landlord to discriminate against you because you have children. A landlord may not advertise that no children are allowed or set age restrictions. A landlord may not charge a higher rent or security deposit because you have children. However, there are exceptions. For example, some senior citizen housing complexes may refuse to rent to families with minor children.

Sexual Orientation Discrimination

It is illegal in the City of St. Louis for a landlord to treat people who are gay, lesbian, bisexual, transgender and heterosexual differently on the basis of his/her sexual orientation.

Source of Income Discrimination

In the City of St. Louis, it is unlawful for a landlord to refuse to rent to a person due to his/her source of income. A landlord cannot refuse to rent to a person just because his/her source of income is Social Security, SSI, pension, wages, TANF, or other legal sources of income. For example, it would be illegal for a landlord to say “Don’t bother applying if you don’t have a job.”

Domestic Violence and Subsidized Housing

The Violence Against Woman Act (VAWA), which was enacted in 2005, provides legal protections for victims of domestic violence, dating violence, sexual assault, and stalking living in federally subsidized housing, including public housing and the Section 8 voucher program. VAWA protects victims by prohibiting landlords and housing authorities from evicting, or terminating the rental assistance of, the resident because of criminal activity committed by abusers. Housing authorities or management agents must exhaust protective measures before eviction. Evictions can only take place after the housing or subsidy providers have taken actions that will reduce or eliminate the threat to the victim, including, transferring the abuse victim to a different home; barring the abuser from the property; contacting law enforcement to increase police presence or develop other plans to keep the property safe; or seeking other legal remedies to prevent the abuser from acting on a threat.

For More Assistance

Sometimes it can be difficult to tell whether certain actions are discrimination. Every situation is different. If you are not sure, do not wait. Contact one or more of the following agencies:

(EHOC) Metropolitan St. Louis Equal Housing
Opportunity Council
1027 S. Vandeventer, 4th floor
Saint Louis, MO 63110
Phone: 314-534-5800

St. Louis City Civil Rights Enforcement Agency
139 Olive, Suite 600
Saint Louis, MO 63101
Phone: 314-622-3301

Missouri Commission on Human Rights
505 Washington Ave.
Saint Louis, MO 63101
Phone: 314-340-7590

U.S. Dept. of Housing and Urban Development
1222 Spruce, 3rd floor
Saint Louis, MO 63103
Phone: 314-539-6583

EVICTIONS

If you fail to perform your duties under the law or the lease, your landlord may use your failure to perform as a reason to evict you. An eviction is a legal procedure a landlord uses to remove a tenant from rental property.

A. Illegal Lockouts and Utility Shut Offs

A landlord may not evict a tenant from his/her home without a court order. Missouri law prohibits “self- help” evictions by landlords. It is illegal for a landlord to change locks, remove doors, shut off utilities or take any other action to force a tenant from his/her home. It is also illegal for a landlord to threaten “self-help” eviction. A landlord who wants to evict a tenant must file a lawsuit, obtain a judgment for possession, and request a sheriff to execute the judgment for possession.

If your landlord tries to lock you out, call the police. Tell the police officer that you are afraid for your safety and ask the police officer to tell your landlord to leave. Ask the police officer to keep the peace.

If your landlord illegally locks you out, you also have the right to call a locksmith and get back in. This is not “breaking and entering.” You have the legal right to possession of the premises because a lease is not just an agreement. A lease is also a transfer of the right to possession of the premises. By entering into a lease with you, your landlord conveys to you the right to possess the unit. This means your landlord has no right to possession of the unit unless you give it up or a judge gives it back your landlord.

B. Eviction Lawsuits

In order to evict you from your home, a landlord must file a lawsuit and obtain a court order. Usually the landlord will file either a rent and possession lawsuit or an unlawful detainer lawsuit. You will know if either a rent and possession lawsuit or unlawful detainer lawsuit has been filed against you when you receive a summons to court.

C. What is a Summons, Petition, or Complaint?

In the summons, the court tells you when and where to appear in court.

A petition or complaint will be attached to the summons. The petition or complaint will state the type and nature of the lawsuit your landlord has brought against you. If you are served a summons you should contact an attorney immediately regarding your rights.

D. Service

The way you receive a summons to court is called “service.” You may receive a summons by personal service, in the mail, or by posting.

Personal Service: A sheriff or special process server comes to your home and gives a summons to you or a member of your household who is over 15 years old. Personal service gives the judge the authority to order you to pay back rent or damages as well as order you to move out of your home. The judge has this authority whether or not you appear in court. If you do not show up in court, the judge may allow your landlord to collect any money the landlord claims you owe. The judge may also give your landlord the right to evict you from your home without any further notice to you. You should appear in court if you receive your summons by personal service. By appearing, you give yourself a chance to tell your side of the story to the judge.

Certified Mail: You receive a summons and petition/complaint in the mail.

Posting: You receive a summons and petition/complaint posted on your door.

E. Going to Court

Your summons should state the date you are to appear in court. This date is called a return or summons date. If you cannot find the date on the summons, you should call the court clerk immediately and ask the clerk to tell you the court date.

Anytime you appear in court, you should speak politely and respectfully to the judge, the court clerk and the landlord. If you have defenses, write your defenses down and file them with the court. Keep a photocopy of the documents you file with the court. Ask the court clerk to stamp your copy. Give your landlord or landlord's attorney a copy. Some defenses must be presented to the court in writing and others do not. If you have questions, you should contact an attorney.

On your court date, you should be prepared, on time and dressed appropriately. You should bring all of your proof for whatever defense applies to your situation. You may or may not have a trial on that day. You may not have a trial on that day if you and your landlord decide to settle the case or set it for trial on a future date. In a trial, the judge makes a decision after listening to your side of the story and your landlord's side of the story. The judge's decision is called a judgment.

Before a trial, the judge may tell the landlord and tenant to speak with each other to see if an agreement can be reached. If an agreement is reached, for your protection the agreement should be in writing and signed by both parties. The agreement may or may not be part of a judgment. The agreement should state every term of the agreement. Do not sign the agreement unless you understand it. If you think you will need help, bring a friend who can help you read and understand any written agreement or documents. Make sure you get a copy of the agreement before you leave the courtroom.

Remember, the landlord or the landlord's attorney is there to protect the landlord's interests, not your interests. Unless you have an attorney, you will have to protect your own interests. If you have questions you may ask the judge. However, the judge cannot give you legal advice. You may have to wait to speak to the judge, but be persistent.

F. Rent and Possession

A rent and possession lawsuit is a lawsuit a landlord files to regain possession of your home because you have not paid past due rent. In many cases, the landlord is not required to give any written warning or written notice prior to filing a rent and possession lawsuit. If your rent is past due, then the landlord may sue you for rent and possession.

When you receive the summons, a complaint or petition will be attached. In the complaint or petition, the landlord should state the following information:

- The address where you reside,
- The amount of rent you pay each month,
- That the landlord demanded rent payment from you,
- You have not paid the rent, and
- The amount your landlord claims you owe.

You should review the information very carefully. Does the information stated by the landlord match your records? Check the lease and rent receipts. Be prepared to bring your lease and rent receipts to court.

In a rent and possession suit, your landlord may also include claims against you for other alleged non-rent charges, but not property damage. Examples of other charges include parking fees, late fees, maintenance fees, utility charges, attorney's fees, etc. If the lease does not allow these charges, you may have a defense to the non-rent charge.

If you have a counterclaim against your landlord, you must write out your counterclaim. Then file your counterclaim with the court by giving it to the court clerk. Keep a photocopy and have it "stamped" by the clerk to prove you filed it. Give your landlord or landlord's attorney a copy.

After reviewing the summons and complaint, you know what your landlord is demanding from you. Now you must think about possible defenses to the lawsuit. Your defense responds to the landlord's accusations and explains why your landlord should not win. You must prove these reasons are good and that they exist. Just because you believe you have a good defense does not mean the judge will agree with you. You should use all the defenses that apply to your situation. You are not limited to only one defense. You may wish to file your defenses with the court in writing. Some defenses must be presented to the court in writing.

Examples of Potential Defenses to a Rent and Possession Lawsuit:

- Landlord refused payment before the lawsuit was filed: For example, you presented the landlord the full amount of money you owed prior to the lawsuit but the landlord refused to accept the money. You should ask the judge to dismiss the case because you offered to pay the landlord the money you owed and the landlord refused to accept the money. You will need proof such as a letter from the landlord refusing to accept the money, a written check or money order or a witness to the landlord's refusal. If you have no proof, you can offer to pay the amount claimed plus court costs in front of the judge. Make sure you have a certified check, money order or cash for the full amount with you. Full payment of rent owed plus court costs is your best defense.
- Warranty of habitability: For example, your landlord has let the building run down and has not fixed such major problems as lack of running water even after notified of such problems. You should ask the judge to let you stay and continue to pay a lower rent or make the landlord pay you for damages caused by landlord's failure to make needed repairs or excuse you from paying all, or part of, the back rent owed. You will need proof such as: photos, letters to your landlord asking for repairs, copies of code violation reports or witnesses such as the building inspector. In some cases, the court may ask for proof that you have set aside the money you did not pay.
- Person suing is not the landlord: Only your landlord can sue you for rent and possession.
- Attornment: If the person suing you claims to be your landlord, but has not shown you the deed to the property, and you have not received any reliable information concerning ownership of the property, ask the court to dismiss the case for lack of "attornment."
- Suing only for something that is not rent: A landlord must not file a rent and possession lawsuit if you do not owe any rent. If your landlord is suing you merely for late fees, security deposit or property damage, but not for any rent due, then you should ask the judge to dismiss the lawsuit.

How to Keep Possession of Your Home: Even if the court determines that you owe your landlord rent, Missouri law provides a tenant several opportunities to "pay and stay."

- Pay before trial date: You can pay the past due rent plus court costs up through the day of trial. If you do not know the amount of court costs then you should call the court clerk and ask the amount of court costs for your case. If you pay before your trial date you still need to appear in court and bring your proof of payment. Once it is paid, the lawsuit can be dismissed.
- Pay at the trial: Bring your rent plus court costs to the trial. You will need to show the judge your payment. Your payment should be in the form of a money order, cash or certified check.
- Pay the rent plus court costs on the same day of trial.
- Pay after the trial and complete all of the following:
 - File an application for a new trial, called a trial de novo, as soon as possible within 10 calendar days of the date of judgment. Most courts provide trial de novo forms.
 - Ask the court clerk's office for the amount of court costs.
 - Pay the amount of the judgment plus court costs to the landlord. Pay this money as soon as possible within 10 calendar days of the date of the judgment but definitely before the Sheriff removes your belongings from your home.
 - Get proof of your payment from your landlord, such as a receipt.
 - Immediately file a written request with the court to "cease and stay" any requests by your landlord for an eviction. Your request should also state: the date, your name, your landlord's name, the court case number, the amount you paid to your landlord, the date and manner you paid your landlord, and the method by which you paid your landlord.
 - Attach a photocopy of your proof of payment to the request.
 - Keep a photocopy of the proof of payment with all your other important papers.

G. What Happens If You Do Not Go to Court?

If you receive a summons by personal service and you do not appear in court, then the judge can issue a default judgment for money and possession.

If you receive a summons only by mail or posting and you do not appear in court, then the judge cannot order you to pay money to your landlord. However, the judge can issue a judgment against you for possession of the premises. **Through a judgment for possession, the landlord has the right to request the sheriff to physically set you out at any time after 10 calendar days after the date of the judgment.**

Once you go to court after receiving service by mail or posting, then the judge has the power to order you to move out AND pay back rent or damages.

If you have any questions about service, contact the court clerk.

H. Unlawful Detainer Lawsuit

If you do not move out after your lease ends, then your landlord may file an unlawful detainer lawsuit against you. If your landlord gives you a notice of lease termination, demands you move, and you do not move, then your landlord may file an unlawful detainer lawsuit against you. Even if you pay rent, in some cases you may

still be sued for unlawful detainer if you do not move out after the termination of the tenancy. If the judge decides for the landlord, the judge may order you to move from your home, and/or pay double rent for the time you stayed past the date you were supposed to leave, damages, plus attorney's fees or court costs.

In the complaint or petition, the landlord should state the following information:

- The complaint is for unlawful detainer.
- The address of the property.
- How much rent is to be paid per month.
- The date the landlord claims your lease ended or was terminated.
- The date the landlord claims you should have moved out.



After reviewing the complaint, you should know what your landlord is claiming. Now you must think about possible defenses to the lawsuit. Your defense responds to the landlord's accusations and explains why you feel your landlord should not evict you. You must prove these reasons are good and that they exist. Just because you believe you have a good defense does not mean the judge will agree with you. You should use all the defenses that apply to your situation. You are not limited to only one defense.

When you defend yourself in an unlawful detainer lawsuit, you must prove to the judge you have the right to stay in your apartment. You may wish to file your defenses with the court in writing. Some defenses must be presented to the court in writing.

Examples of Potential Defenses to Unlawful Detainer Lawsuit:

- Improper written lease termination: If you have a written lease you should read your lease. You are looking for a "termination clause." The lease should state if you can be evicted during the term of the lease, what reasons your landlord must have in order to terminate your lease and what amount of notice your landlord must give you. **IT IS IMPORTANT TO READ YOUR LEASE!**
- Improper month-to-month lease termination: If you have a month-to-month lease, the landlord must give you at least one full month's notice starting from the next date the rent is due. To prove your landlord did not end your lease properly, you will need a dated photocopy of the landlord's notice and past receipts showing you paid the rent on the date on which your rent was due.
- You did not violate your lease: If you did not do what your landlord claims, then you did not violate your lease.
- Not a material breach of lease: If your landlord terminates your lease because of an alleged breach, you could argue it was not a serious breach of the lease. Ask other tenants who have done the same thing to testify or write a letter for you stating the landlord did not ask them to leave when they did the same thing.
- Your landlord files the lawsuit before the date of lease termination: Your landlord cannot file a lawsuit against you before the date it has demanded you vacate or the date it claims your lease ends. You should ask the judge to dismiss the lawsuit if your landlord has filed a lawsuit before the date it demanded you vacate or the date it claimed your lease ended.

I. What Happens If You Do Not Go to Court?

If you receive a summons by personal service and you do not appear in court, then the judge can issue a default judgment for money and possession.

If you receive a summons only by mail or posting and you do not appear in court, then the judge cannot order you to pay money to your landlord. However, the judge can issue a judgment against you for possession of the premises. **Under this judgment, the landlord has the right to request the sheriff to physically set you out at any time after 10 calendar days after the date of the judgment.**

Once you go to court after receiving service by mail or posting, then the judge has the power to order you to move out AND pay back rent or damages.

Contact the court clerk about the service of the summons.

J. Continuances

Under certain circumstances the court may be required to grant a request for a continuance. For example, upon the request of any party made on or before the first court date, the court shall continue the case to a new date. A court may also grant a continuance if both parties agree, if one party requests and has a good reason, or if there is discovery or other trial preparation that needs to be done. A continuance will give you more time to prepare for the trial by setting the trial for a later date. If the judge grants your request for a continuance you can try to get a lawyer, gather all the evidence, and practice what you will say to the judge during the trial.

If you appear in court and cannot reach an agreement with your landlord, you can ask the judge for a continuance. Make sure you use the word “continuance.”

K. Trial

At trial your landlord will offer evidence as to why the judge should issue a judgment in the landlord’s favor. After the judge has listened to the landlord’s side of the story, the judge will ask you if you have anything to say. The judge will give you the opportunity to ask your landlord questions (cross-examination). Then the judge will give you the opportunity to speak in your defense and call witnesses to testify. This is when you should present your evidence and/or defenses to the lawsuit. After the judge has listened to your side of the story, the judge will make a decision. A judge’s decision is called a judgment.

L. Types of Judgments

Consent Judgment: If you do reach an agreement with your landlord, and your agreement is going to be filed with the court, you will probably be signing a consent judgment. The agreement should state what you and the landlord agree to do. Please Note: You cannot appeal a consent judgment.

Default Judgment: If you do not show up in court on your court date, and the landlord has obtained service, the landlord automatically wins a default judgment. A default judgment usually gives the landlord whatever the landlord requested in the complaint. The landlord may win the right to collect money from you for back rent or damages, the right to evict you, or both.

Judgment in Favor of Plaintiff: A judgment in favor of the landlord may be for money, possession of the home, or both. A money judgment gives the landlord the right to collect money from the tenant. A judgment for possession returns to the landlord the right to possess the home. If the judge decides to give the landlord possession you must move out of the home on the date stated in the decision. If no date is given in the judgment,

you must move out once the judgment becomes final, usually 10 calendar days after the date of the judgment. If you do not move out, then the landlord can request the sheriff remove you and your belongings from your home.

Judgment in Favor of Defendant: A judgment in favor of the tenant may be for money, possession of the home, or both. When the judge decides in favor of the defendant, then you win. You will not have to move out.

M. Execution of the Judgment

If the court issues a judgment for possession to your landlord, you have 10 days to vacate the property. If you do not vacate, after the 10 days your landlord may request the sheriff to execute the judgment for possession. This means a sheriff will come to your property to physically remove you and your belongings. Neither the sheriff nor the landlord has to give you notice before the sheriff sets you out (although some sheriffs do give notice). You can call the sheriff to find out when the execution is scheduled. You will need the names of the plaintiff (landlord) and defendant (you), the case number and the address.

N. Appealing the Judgment

If the judge decides in favor of your landlord, you have the right to appeal the judge's decision. You must file your appeal (called a trial de novo) within 10 calendar days of the judgment. Most courts provide trial de novo forms. You do not need the judge's permission to appeal the judgment.

If your landlord was awarded a judgment for possession, and if you wish to remain in your home pending the appeal, you must post a bond. Posting bond means you pay money into the court. The amount of the bond is the amount of the judgment plus court costs. If the judgment does not state the specific amount of the court costs then you need to contact the court clerk to find out the amount of court costs.

In both rent and possession and unlawful detainer lawsuits, the amount of the bond is the amount of the judgment plus any rent that has accrued since the date of the judgment plus court costs. You must pay any subsequently accruing rent into the court within 10 calendar days after the rent becomes due. If you post a bond, make sure you have proof of payment to show the sheriff in case the sheriff mistakenly comes to set you out.

If you do not want to remain in your home but still wish to appeal, you will still need to file the application for trial de novo within 10 calendar days of the date of the judgment. You do not need to post bond into the court if you are moving out within 10 calendar days.

If you do not file an application for a trial de novo within 10 calendar days then you can never appeal the judgment. The judgment becomes final.

O. Setting Aside a Default Judgment

Before filing a motion to set aside a default judgment, you should try to talk to an attorney. By filing the motion to set aside you may be giving the court the authority and opportunity to award your landlord additional rent, additional damages, and/or the right to evict you, even if your landlord did not have the right to do so when it obtained the default judgment.

Default judgments are disfavored by courts since the losing party never had a chance to tell his/her side of the story. Under certain circumstances, if your landlord obtains a default judgment against you for rent, damages, or possession of your unit, you may wish to ask the court to set aside the default judgment.

Grounds for Setting Aside Default Judgment: You must have a good reason for not appearing in court called "good cause." Good cause can include a mistake or conduct that is not intentionally or recklessly designed to impede the judicial process. You may have a good reason if you were hospitalized on the court date, were

involved in a car accident on the way to court, were never served with the summons, or were served improperly. If you have proof of your good reason for not appearing in court, attach a copy of your proof to your motion.

You must also have a “meritorious defense.” A meritorious defense is one that you could have presented to the court which may have affected the outcome of the case. You may have a meritorious defense if you do not owe some or all of the money or rent claimed by your landlord and/or you did not violate the lease.

Filing the Motion: In order to request that the court set aside the default judgment, in most cases you must file a written motion with the court requesting that the default judgment be set aside. Bring the original motion and two copies of the motion with you to court. One copy is for your records and the other you must immediately give to your landlord.

When you file the motion with the court you must ask the court to set the motion for a hearing. Request that the hearing be held **as soon as possible**. Once the court gives a hearing date and time, prepare a notice of hearing to give to your landlord that states the date, time, and location of the hearing. File the notice of hearing with the court and make sure you get two copies of the notice of hearing. One copy is for your records and the other you must immediately give to your landlord.

If your landlord obtained a default judgment for possession of the unit authorizing eviction, filing a motion to set aside a default judgment will **not** automatically stop your landlord from requesting that the sheriff evict you once 10 days has passed since the date of the judgment. This is why it may be important for the court to hear your motion **as soon as possible**. If the court cannot hear your motion before the 10 days will pass, ask the judge to temporarily prevent or “stay” the eviction pending the hearing of your motion. If the judge agrees to do so, the judge will write out an Order “staying” an eviction.

Immediately, you must give your landlord (or if applicable the attorney for your landlord) a copy of the motion, a copy of the notice of hearing, and a copy of any Orders the judge signs. You must serve these documents because your landlord has the right to respond to your motion and the right to be present for the hearing.

Filing a motion to set aside a default judgment will **not** automatically give you more time to appeal the default judgment and request a trial de novo. This means that you may wish to file both a motion to set aside the default judgment and an appeal requesting a trial de novo. See “Appealing the Judgment” for information concerning appeals.

If the court agrees to set aside the default judgment, the court will schedule a new court date, probably a date and time for a trial.

P. Expedited Eviction Action

Under certain circumstances, a landlord may be able to file a lawsuit requesting an expedited eviction. An expedited eviction action moves more quickly than other eviction lawsuits. If the landlord obtains a judgment authorizing eviction, the judge can order that the sheriff carry out the eviction more quickly than other eviction lawsuits once the judgment becomes final.

There are strict requirements for filing such a suit and often landlords do not follow all the rules before filing suit; often landlords do not have grounds for filing the suit. There are other additional requirements not listed here that a landlord must meet in order to obtain an expedited eviction. This can be a complicated proceeding, so you should try to talk to an attorney before going to court if your landlord files a lawsuit requesting an expedited eviction.

A landlord may file a an expedition eviction action if the landlord believes that drug-related criminal activity is taking place in, on, or within the immediate vicinity of the tenant’s unit.

A landlord may also file an expedited eviction action in certain emergency situations. The landlord must prove that the expedited eviction procedures are needed to avoid imminent and certain physical injury to the landlord or other tenants, or physical damage to the property exceeding 12 months rent.

The tenant cannot be evicted in an expedited eviction action if the tenant can prove that the activity did not occur, or that the tenant did not assist in the activity or know that the activity was occurring, or that the tenant was unable to prevent the activity because of physical or verbal coercion. The court can, however, order that the person who did engage in the activity be removed and barred from the tenant's unit. If the tenant then lets the barred person come back, the landlord has the right to file an expedited eviction action.

If the criminal activity alleged by the landlord was not committed by the tenant, before filing suit, the landlord must give the tenant a written notice giving the tenant 5 days to either get an order of protection against the offender or report the offender's activity to the police or prosecuting attorney. If the tenant complies and provides the landlord with written proof, the landlord may not file an expedited eviction action.

Under some circumstances, the court can also order a probationary tenancy that would allow a tenant who has a drug addiction but seeks treatment to remain if the tenant can meet certain conditions.

If the court orders an expedited eviction, the court can require the sheriff to evict the tenant immediately **once the judgment becomes final**.

However, the court can also stay the eviction for a reasonable length of time if the tenant can establish by clear and convincing evidence that immediate eviction would pose a serious danger to the tenant that outweighs the safety of the landlord and the community.

SUBSIDIZED HOUSING

Subsidized housing programs provide units or rental assistance to eligible persons for either a reduced rent or a rent that is based upon the tenant's income and family size.

Each program has its own rules. These rules change periodically. Some rules are listed in your lease; others are not. Some rules are simple; others are complicated. The information provided here is not exhaustive and includes general rules.

A. Public Housing

Description: Traditional public housing is rental housing owned and operated by a housing authority and funded by the United States Department of Housing and Urban Development (HUD). Sometimes the housing authority contracts with a management company to provide management services for the rental housing.

Eligibility: In order to apply for public housing, you must complete an application. The applications may be located at the housing authority's main office or at the rental office for each public housing apartment complex.

Only low-income families or persons are eligible for public housing. Applicants must qualify as a family, an elderly person, or a disabled person. In order to see whether an applicant qualifies for public housing, the housing authority will gather information including, but not limited to: family characteristics, income and assets, citizenship or legal immigration status, criminal history, and rental references.

If you do not qualify for public housing, the housing authority must notify you in writing, tell you its reason for denial, and give you an opportunity for an informal hearing.

Once you qualify, the housing authority will put you on a waiting list if no units are available. You must then wait until a unit becomes available, sometimes several years. Some housing authorities give preferences to persons who are disabled or elderly and the waiting lists may be shorter. If you move while you are waiting for a unit, make sure you notify the housing authority in writing that your address has changed. If your household size changes while you are waiting for a unit, make sure you notify the housing authority in writing. Keep a photocopy of your notice.

Leasing: Once a unit is offered, and if you accept it, you will enter into a lease with the housing authority. Your rent will be based upon your income and family composition. In most cases, your rent will be 30% of your family's monthly adjusted income (monthly income less certain deductions). Family income can include employment income, unemployment compensation, monthly amounts received from social security for any family member, TANF benefits, child support and pension. The only people allowed to live with you are the people named in your lease. Leases must have a 12 month term.

Annual Reexaminations and Recertifications: Once a year the housing authority will reexamine your income and family circumstances to see whether you still qualify for public housing, and if you do, recalculate your rent based upon any changes.

Interim Reexaminations: If your income or family composition changes after you attend the annual reexamination, in most cases you must report this change to the housing authority. For your protection, you should report changes in income and family size in writing and keep a photocopy of your notification. Failure to report changes in income may be grounds for lease termination or retroactive recalculation of your rent. If you are not sure whether you should report your change of income then ask the housing authority. If you are entitled to a rent decrease, the decrease will take effect the first day of the month following the date you reported the change. If your rent will be increased, and if you reported the increase timely, then the housing authority must give you at least thirty days notice of the rent increase.

Lease Renewal: Unless terminated, a public housing lease must be automatically renewed for a period of 12 months.

Grievance Rights: As a tenant in public housing, in most cases, you have the right to participate in grievance procedures in order to resolve disputes between yourself and the housing authority. A grievance is almost any dispute you have with the housing authority's actions or inaction that adversely affects your tenancy. Your lease should include a copy of the housing authority's grievance procedures. The grievance procedure includes the right to request an informal and formal meeting.

If you have a grievance, make your written request for a grievance hearing as soon as possible. For your protection, you should make your request in writing and keep a photocopy. At the informal meeting you and the housing authority will try to identify the problem and work out a solution. If you reach an agreement, for your protection the agreement should be in writing. After the informal meeting, the housing authority must provide you with a written summary of the meeting, the result of the meeting, and the reasons for its decision. The summary should give you the opportunity to request a formal hearing.

If you are not satisfied with the results of the informal meeting you can request a formal hearing. For your protection, you should make your request for a formal hearing in writing and keep a photocopy. At a formal hearing you should have the opportunity to present evidence and arguments in support of your position to an unbiased decision maker. After the formal hearing, the decision maker must prepare a written decision which includes the reasons for its decision.

Lease Terminations: The grievance procedure also applies to lease terminations. If you receive a notice of lease termination from housing authority you have the opportunity to request an informal meeting. If the housing authority wants to evict you due to criminal activity then you may not have the right to participate in the grievance process and may be limited to contesting the eviction in court.

If the housing authority wants to terminate your lease, the housing authority must give you a written notice of lease termination. The notice must tell you when to move, the reasons for termination and whether or not you have the right to request an informal meeting.

The housing authority must have "good cause" not to renew your lease or terminate your lease before the lease ends.

B. Mixed Finance Public Housing

Instead of a unit that is owned and operated by a housing authority, mixed finance public housing usually involves a unit that is owned by a private owner, but by agreement between the owner and housing authority is operated as a public housing unit. You may sign a standard lease, but a public housing addendum is incorporated into the standard lease. You have all the rights given a traditional public housing tenant.

C. Section 8 Housing Choice Vouchers

Description: Through the Housing Choice Voucher Program a housing subsidy is paid to a landlord by a housing authority on behalf of a Section 8 voucher recipient. The housing subsidy is funded by the United States Department of Housing and Urban Development (HUD) and is administered locally by housing authorities or community action corporations.

Eligibility: In order to apply for a Section 8 voucher you must complete an application at the housing authority. Based on your application the housing authority will determine if you are eligible. Only low income families, the elderly or disabled are eligible for vouchers. In order to see whether an applicant qualifies for a Section 8

voucher, the housing authority will gather information including, but not limited to: family characteristics, income and assets, citizenship or legal immigration status, criminal history, and rental references. If you move while you are waiting for a unit, make sure you notify the housing authority in writing that your address has changed. If your household size changes while you are waiting for a voucher make sure you notify the housing authority in writing.

If the housing authority determines that you are eligible, the housing authority may put your name on a waiting list if there are no available vouchers. The housing authority has the discretion to open or close its waiting lists as needed.

If you do not qualify for a Section 8 voucher, the housing authority must notify you in writing, tell you its reason for denial, and give you an opportunity for an informal hearing.

Leasing: A family with a voucher must locate a unit that meets the requirements of the program. Once a unit is located, the landlord and tenant submit a packet (including a lease) for approval to the housing authority. If the unit qualifies and the landlord and housing authority agree on total contract rent, then the housing authority will enter into a housing assistance payment (HAP) contract with the landlord. The housing authority sets the total contract rent. The family will pay the difference between the total contract rent and the amount paid by the housing authority. Your rental portion will be based on your family income and size. The housing authority determines your rental portion. Do not pay more than your rental portion set by the housing authority.

After the housing authority enters into a HAP contract with the landlord then the housing authority will issue you a move-in slip.

Annual Reexaminations and Recertifications: Once a year the housing authority will reexamine your income and family circumstances to see whether you still qualify for a Section 8 voucher, and if you do, recalculate your rent based upon any changes.

Interim Reexaminations: If your income or family size changes after you attend the reexamination, in most cases you must report this change to the housing authority. For your protection, you should report all changes in income and family composition in writing and keep a photocopy of your notification. Failure to report changes in income may be grounds for Section 8 voucher termination or retroactive recalculation of your rent. If you are not sure you should report your change of income then ask the housing authority. If you are entitled to a rent decrease, the decrease will take effect the first day of the month following the date you reported the change. If your rent will be increased, and if you reported the increase timely, then the housing authority must give you at least thirty days notice of the rent increase.

Inspections: Once a year the housing authority will conduct an inspection of the unit. If any repairs are needed the housing authority will notify you and your landlord and request the repairs be made. If there is a problem with your unit you should notify your landlord. If the landlord fails to make timely repairs, you should contact the housing authority and request an inspection. If the landlord fails to meet his or her obligations under the lease and HAP contract, the housing authority has the right to suspend or terminate its HAP contract with the landlord. If the housing authority terminates the HAP contract, the housing authority will issue you a new voucher so you can apply it to a new unit.

Lease Renewal: When the lease with your landlord expires, in most but not all cases, the landlord is under no legal obligation to renew your lease. If your lease is getting ready to end and you are not sure whether your landlord will renew your lease, ask your landlord.

If your lease is not renewed you must notify the housing authority so you can be issued a voucher to apply to a new unit. Many housing authorities offer extensions of the voucher if you cannot locate a unit before the voucher expires. In most cases you must request an extension. For your protection, any requests for a voucher extension

should be made before the expiration date. The request for an extension should be in writing. Keep a photocopy for your records.

Grievance Rights: As a Section 8 voucher recipient, in most cases, you have the right to request an informal hearing in order to resolve disputes between yourself and the housing authority. For your protection, you should make your request for an informal hearing in writing and keep a photocopy. The housing authority will then contact you with the date and time of your hearing. At the hearing, you should tell your side of the story to the hearing officer. You should bring all your proof to the hearing, such as rent receipts, lease, pictures, etc. After the hearing, the hearing officer will notify you of his or her decision in writing.

Termination of Section 8 Assistance: The grievance procedure also applies to threats by the housing authority to terminate your Section 8 assistance. The housing authority may terminate your voucher if you fail to follow the rules of the Section 8 program. If the housing authority wishes to terminate your Section 8 assistance, it must send a notice of termination to you. The notice of termination must state the reason why your voucher is being terminated and give you the opportunity to request an informal hearing by a certain date. The housing authority will then contact you with the date and time of your hearing. At the hearing, you should tell your side of the story to the hearing officer. You should bring all your proof to the hearing, such as rent receipts, lease, pictures, etc. After the hearing, the hearing officer will notify you of his or her decision in writing.

Lease Termination by Landlord: If your landlord wishes to terminate your lease before your lease ends, then your landlord must send you a written notice of lease termination. The notice should state the date the landlord wishes you to vacate your home. The notice must specifically state the reasons for the lease termination. A landlord must have “good cause” to terminate your lease early and must comply with all the terms of your lease, including the federal tenancy addendum.

If your landlord issues you a notice of lease termination, notify the housing authority. If you want to move, ask the housing authority to issue you a new voucher.

D. Project-Based Vouchers

Description: A housing authority can use up to 20% of its Section 8 Housing Choice Voucher funds to run this program. Under this program, the housing authority enters into a long-term contract with a landlord for a certain number of units. The housing authority refers families to the landlord to fill vacancies and the housing authority agrees to pay a portion of the rent for the unit based on family income. The assistance is tied to the unit, and cannot be transferred to another unit. However, after completing a year long lease, the family might be eligible for a Section 8 Housing Choice Voucher.

Eligibility: Families who are already on a housing authority’s Section 8 Voucher waitlist are referred to the landlord. The landlord screens and selects families to fill vacancies for the units.

Reexaminations, Recertifications, and Grievance Rights: In most cases, families have the same obligations to attend recertifications and report changes in income as Section 8 Voucher families. In most cases, families also have the same grievance rights when disputes between the family and housing authority arise.

E. Project-Based Housing / Multifamily Housing

Description: In this program, HUD provides funds to privately owned apartment owners who lower the rent they charge low-income families, elderly and disabled. The HUD rent subsidy is tied to the unit. Some units have low fixed rental amounts while the rent portion for other units changes when your income changes. Under the project-based section 8 program your rental portion is approximately 30% of your monthly adjusted gross income. The apartment owner has a contract with HUD through which HUD pays the owner the difference between the contract rent and your portion. If you move, you cannot apply the rent subsidy to a new unit.

Eligibility: In order to apply, you need to visit the management office for the apartment complex that interests you. Based on your application the owner will determine if you are eligible. In order to see whether an applicant qualifies for project-based housing, the owner will gather information including, but not limited to: family characteristics, income and assets, citizenship or legal immigration status, criminal history, and rental references.

If you do not qualify for project-based housing, the owner must notify you in writing, tell you its reason for denial, and give you an opportunity for a meeting to review its decision.

Annual Reexaminations and Recertifications: Once a year the landlord will reexamine your income and family circumstances to see whether you still qualify for project-based housing, and if you do, recalculate your rent based upon any changes.

Interim Reexaminations: If your income or family size changes after you attend the reexamination, in most cases you must report this change to the landlord. For your protection, you should report changes in income and family composition in writing and keep a photocopy of your notification. Failure to report changes in income may be grounds lease termination or retroactive recalculation of your rent. If you are not sure you should report your change of income then ask the landlord. If you are entitled to a rent decrease, the decrease will take effect the first day of the month following the date you reported the change. If your rent will be increased, and if you reported the increase timely, then the landlord must give you at least thirty days notice of the rent increase.

Repairs: Requests for repairs are reported directly to the landlord. If the landlord fails to make timely repairs, you can contact the HUD Multifamily Housing Complaint Line at 1-800-685-8470.

Lease Terminations: If your landlord wishes to terminate your lease before your lease ends, or if your landlord does not want to renew your lease, then your landlord must send you a written notice of lease termination. The notice must specifically state the reasons for the lease termination or lease non-renewal. A landlord must have “good cause” to terminate or not renew your lease. The notice should also state the date the landlord wishes you to vacate the apartment. The notice should also state that you have 10 days to discuss the termination with the landlord.

If you wish to discuss the termination with the landlord, you should submit your request for a meeting in writing. You should keep a photocopy with your important papers. During your meeting with the landlord you should discuss the reasons why the landlord wants to terminate your lease. You should tell the landlord your side of the story and bring with you any supporting documents such as pictures or receipts. It is up to the landlord to decide whether or not to continue with your lease termination.

F. Low Income Housing Tax Credit (LIHTC)

Description: The owner receives federal tax credits in return for preserving and renting a certain percentage of the apartments to low-income tenants. The amount of rent you pay is not based on your income or changes in your income.

Eligibility: In order to apply, you need to visit the management office for the apartment complex that interests you. Once a year the owner will reexamine your income and family circumstances to see whether you still qualify for low income housing tax credit housing. Rent increases must be approved by the Missouri Housing Development Commission (MHDC). Owners cannot refuse to rent to you just because you have a Section 8 voucher. Owners must have “good cause” to terminate or not renew your lease.

HELPFUL NUMBERS

COURT CONTACT INFORMATION

St. Louis City Circuit Clerk

10 North Tucker
St. Louis, MO 63101
General info: 314-622-4433
Small claims: 314-622-3788
www.stlcitycircuitcourt.com

St. Louis City Sheriff

10 North Tucker
St. Louis, MO 63101
General info: 314-622-4851
www.stlouis.missouri.org/citygov/sheriff/

St. Louis County Circuit Clerk

7900 Carondelet
Clayton, MO 63105
General info: 314-615-8029
Small claims: 314-615-8091
www.stlouisco.com/circuitcourt/

St. Louis County Sheriff

7900 Carondelet
Clayton, MO 63105
General info: 314-615-4724
www.stlouisco.com/circuitcourt/

St. Charles County Circuit Clerk

300 North Second, Suite 216
St. Charles, MO 63301
General info: 636-949-3080
Small claims: 636-949-3079
www.sccmo.org

St. Charles County Sheriff

101 Crossing Industrial Ct.
O'Fallon, MO 63366
General info: 636-949-1818
<http://sheriff.sccmo.org/sheriff/>

Jefferson County Circuit Clerk

P.O. Box 100
Hillsboro, MO 63050
General info: 636-797-5443
Small claims: 636-797-5443 (ask for small claims)
www.jeffcomo.org

Jefferson County Sheriff

P.O. Box 100
Hillsboro, MO 63050
General info: 636-797-5000
www.jcsd.org

HOUSING AUTHORITIES AND
COMMUNITY ACTION CORPORATIONS

Housing Authority of Saint Louis County (HASLC)

8865 Natural Bridge
St. Louis, Mo 63121
Phone: 314-428-3200
www.haslc.org

St. Louis Housing Authority (SLHA) (St. Louis City)

3520 Page Boulevard.
St. Louis, MO 63106
Phone: 314-531-4770
www.slha.org

Housing Authority of the City of Saint Charles

1041 Olive
St. Charles, MO 63301
Phone: 636-946-6577

Northeast Community Action Corporation (NECAC)

P.O. Box 470
16 North Court Street
Bowling Green, MO 63334
Phone: 573-324-2231
E-mail: necac@necac.org
Service area counties: Lewis, Lincoln, Macon, Marion, Monroe, Montgomery, Pike, Ralls, Randolph,
Shelby, St. Charles, Warren

Jefferson Franklin County Community Action Corporation (JFCAC)

P.O. Box 920
Hillsboro, MO 63050
General Info: 636-789-3563
www.jfcac.org
Service area counties: Jefferson and Franklin

LEGAL RESOURCE CONTACT INFORMATION

Legal Services of Eastern Missouri

4232 Forest Park
St. Louis, MO 63108
Phone: 314-534-4200
Toll Free: 1-800-444-0514
Website: www.lsem.org and www.lsmo.org

Hannibal Office, 801 Broadway, P.O. Box 1276, Hannibal, MO 63401

Phone: (573) 248-1111
Phone: (800) 767-2018

Union Outreach Office, 20 South Church Street, Suite C, Union, MO 63084

Phone: (636) 583-7877
Phone: (866) 583-7877

Counties served: Adair, Clark, Franklin, Jefferson, Knox, Lewis, Lincoln, Macon, Marion, Monroe, Montgomery, Pike, Ralls, Schuyler, Scotland, Shelby, St. Charles, St. Louis City, St. Louis County, Warren, and Washington.

Bar Association of Metropolitan St. Louis (BAMSL)

Lawyer Referral and Information Service

Phone: 314-621-6681
Website: www.bamsl.org
Provides referrals to attorneys in the Metropolitan St. Louis area

Missouri Bar Lawyer Referral Service

Phone: 573-636-3635
Provides referrals to attorneys on a statewide basis, except for St. Louis, Kansas City and Springfield.

SOCIAL SERVICE AGENCIES

Keep in mind that agency requirements for assistance vary. Contact each agency for information concerning service area and specific requirements for assistance. Most agencies have limited budgets.

United Way 2-1-1 information and referral line

Phone (land line only): 2-1-1

Phone (cell or land line): 1-800-427-4626

Offers 24-hour, seven-day-a-week, information about and referrals to health and human services for everyday needs and in time of crisis. Callers can receive information about a variety of service agencies in the area including, food banks, shelters, rent assistance, and utility assistance.

Community Action Agency of St. Louis County

2709 Woodson Road

Overland, MO 63114

General info: 314-863-0015

Fax: 314-863-1252

Website: www.caastlc.org

Provides rent, mortgage, and security deposit assistance for St. Louis County residents, except Wellston.

Housing Resource Center

800 N. Tucker, 3rd Floor

St. Louis, MO 63101

Hotline number: 314-802-5444 (Monday thru Saturday 8 a.m. to 8 p.m.)

Offers rental assistance, mortgage assistance, and referrals for emergency shelter to St. Louis City and County residents. Also, offers emergency intervention to prevent homelessness, including case management and financial assistance to prevent eviction/foreclosure. Walk-ins accepted from 8 a.m. to 3:30 p.m.

Human Development Corporation (HDC)

929 N. Spring Ave.

St. Louis, MO 63108

Phone: 314-613-2200

Website: www.hdcstl.org

HDC provides emergency funds and other resources preventing homelessness. These programs provide resources for rent, mortgage, utility assistance, and programs designed to increase housing information to low-income residents in St. Louis City and Wellston. HDC Service Center is open from 8:30am to 5:00pm, Monday through Friday.