

# PREVENTING EVICTION

*Know your Rights – Missouri Statewide  
Zoom training on 3/29/23*



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Presenter: Susan Alverson  
Managing Attorney, Housing Program,  
Legal Services of Eastern Missouri

## What is a lease?



- A lease is an oral or written contract that grants the right of possession.
- A lease is the conveyance of the right to possess the dwelling: landlord may own or manage the dwelling, but tenant has the right of possession.
- Landlords can only recover possession of a dwelling by court order or if a tenant voluntarily gives up possession and moves.
- The tenant and the landlord must comply with the terms of the lease; landlord provides a habitable dwelling.

## Keep Records



Tenants should keep **ALL** important records related to the lease such as:

- A copy of the lease
- Proof of all rent or other payments to the Landlord
- Copies of any notices to or from the Landlord

# Bad Conditions

If bad conditions exist in the dwelling unit, a Tenant should:

*Notify* the landlord in writing and keep copy of the notification

*Document* the bad conditions with photographs, videos, etc.

*Verify* the bad conditions and problems

*Call* the local municipal/city health or building inspector; call private contractor

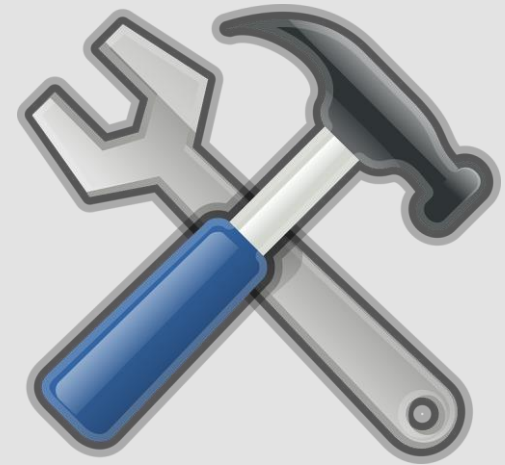


# Right to Repair and Deduct

Tenants have the right to repair and deduct from rent.

Be sure to:

- ✓ Keep proof of repairs
- ✓ Send a written notice to the Landlord of your repairs and the intent to deduct.



## Right to Repair and Deduct

The cost of the repair must be less than \$300 or 1/2 the monthly rent, whichever is greater - provided the amount may not exceed one month's rent.



# Landlord's Failure to Repair

Failure to repair for serious health and building code violations is a defense to non-payment of rent.



# Withholding Rent

If you decide to not pay the rent until the dwelling is repaired, you should put aside the rent money.

**DO NOT SPEND IT.**

Be sure to notify your landlord in writing that you withholding the rent.

## PLEASE NOTE

By withholding your rent, you are risking your landlord filing an eviction lawsuit against you. Once repairs are made, pay your landlord the rent. **Always** get a receipt for payments you make to your landlord.

*Time for Question and Answers*  
*on this section.*

Please type your questions into the Q&A  
box in Zoom.

Note: Only general information can be given, not legal advice on your  
specific situation. Speakers/Presenters are not representing any  
audience members.

Presenter: John Boyer  
Staff Attorney, Joplin office,  
Legal Aid of Western Missouri

# Types of Eviction Lawsuits



There are two common types of eviction lawsuits:

- Rent and Possession  
and
- Unlawful Detainer

A “self-help” eviction such as a lockout and/or termination of utilities is **ILLEGAL**.

# Rent and Possession lawsuit

(Chapter 535 Revised Missouri Statutes)



*In this type of lawsuit:*

- Your landlord claims you owe rent.
- Your landlord's goal is to obtain a court order for your eviction.

## YOU MAY HAVE DEFENSES TO YOUR LANDLORD'S CLAIM THAT YOU OWE RENT



### Rent and Possession Lawsuit

1. Your landlord has failed to maintain the dwelling in a habitable condition. This is known as a “breach of the implied warranty of habitability”.
2. Your Landlord refused rent and put you in default.
3. The Plaintiff is not who is named in the lease as your Landlord.
4. Plaintiff is your Landlord and is a corporation, but the person filing the lawsuit is not a lawyer. A corporation cannot be represented by a non-lawyer.
5. You do not have a lease or Landlord-Tenant relationship with the Plaintiff.

## **YOU MAY HAVE DEFENSES TO YOUR LANDLORD'S CLAIM THAT YOU OWE RENT**

6. The Plaintiff claims to be the new owner of the property, but has given you no proof and you have not paid rent to Plaintiff.
7. You are a tenant living in foreclosed property, but the new owner has ignored your rights under the Protecting Tenants at Foreclosure Act (PTFA).
8. You owe no rent, rather Plaintiff is suing you for non-rent claims.
9. Plaintiff has lumped together rent with non-rent claims like late fees and called it all rent.
10. Landlord is suing for property damages, which is not allowed in a Rent and Possession lawsuit.



# Unlawful Detainer lawsuit

(Chapter 534 Revised Missouri Statutes)

*In this type of lawsuit:*

- Your Landlord claims you are holding over in possession of the leased dwelling unit after your lease was lawfully terminated.
- You may owe no rent, but Landlord is claiming you otherwise violated the lease.
- Your Landlord's goal is to obtain a court order for your eviction.



## YOU MAY HAVE DEFENSES TO YOUR LANDLORD'S CLAIM



### Unlawful Detainer Lawsuit

1. No written Notice of Lease Termination was given prior to Landlord's filing the lawsuit. No notice is needed if the lease has expired.
2. Improper Termination of month-to-month lease. Your landlord did not give you a written notice to vacate at least 30 days from the rent due date (Example: Notice dated the October 15 demanding you to vacate by the November 15 is not 30 days from rent due date of November 1. Proper 30 days from next rent due date after October 15 is November 30- which is 30 days after November 1 rent due date.)
3. Landlord files the lawsuit *before* the demand date to vacate has passed.

Different rule  
for lease  
termination if  
you own a  
mobile home  
and rent the  
lot or pad.

- If you have an ownership interest in a mobile home and lease the land
- Landlord must give notice that the lease will terminate not sooner than sixty days from the date the next rent payment is due.
- Owner of the real estate may be able to claim the mobile home as abandoned, if you are evicted and cannot move or sell the mobile home.
- This situation often results in losing a lot of what you have paid for the mobile home.

## YOU MAY HAVE DEFENSES TO YOUR LANDLORD'S CLAIM

4. You did not violate the lease.

5. You violated the lease, but it was minor violation and not a material breach of the lease

6. Your Landlord demanded you vacate, but after the alleged date of lease termination, your Landlord continued to accept your rent, therefore creating an implied lease and Landlord/Tenant relationship.

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on this section.

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Q&A box in Zoom.

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Presenter: Roger W. Dyer  
Senior Basic Needs Unit Attorney,  
Mid-Missouri Legal Services

# THE EVICTION COURT PROCESS

## Summons and Return Date

You will know if your Landlord has filed an eviction lawsuit against you because you would receive a summons to court.

A summons is a court form which notifies you that you have been sued. It lists the day you need to appear in court, a/k/a the Return Date.

The summons can be served through the mail and posted on the front door of the dwelling, or hand-delivered to you by a sheriff or special process server.



# THE EVICTION COURT PROCESS

Cont'd



## Defenses, Evidence and Counter-Claims

- Your Defenses should be in writing and filed with the Court. A copy must be provided to the Landlord.
- Bring your evidence of your defenses to court on the trial date.
- In a Rent and Possession lawsuit you may file a counterclaim against your Landlord.
- A counterclaim is your claim for money you are alleging your Landlord owes you as a result of the Landlord violating the lease. A copy must be provided to the Landlord.
- Counterclaims are not allowed in an Unlawful Detainer lawsuit



# THE EVICTION COURT PROCESS

Cont'd

## Default Judgment

- You failed to appear for any court date.
- Can be issued for money and/or possession of the dwelling.
- Can be set aside.
- If the Default is not set aside, your Landlord can ask the Sheriff to evict you from the dwelling as soon as 10 days after the judgment.

## Judgments

### Default Judgment

# THE EVICTION COURT PROCESS

Cont'd

## Consent Judgment

- The parties agreed to a settlement.
- The judgment is final once signed by a Judge and cannot be set aside.
- Be sure to read the consent judgment and understand the terms before signing.
- If you default, your Landlord can ask the Sheriff to evict you from the dwelling.
- When you complete the payments, your Landlord should file a Satisfaction of Judgment with the Court.

Judgments

Consent  
Judgment

# THE EVICTION COURT PROCESS

Cont'd

## At the Trial

You have the right to a trial.

Be sure to bring to all your evidence.

You will have the right to testify.

You may ask witnesses to testify.

## If you lose at Trial

A trial judgment will be entered against  
you for the rent and other charges the

Judge determines you owe.

# THE EVICTION COURT PROCESS

Cont'd

## “Pay and Stay” before the Trial

You have the right to “Pay and Stay” *prior* to the trial.

You must pay all the rent which your Landlord is claiming you owe.

By doing this, your landlord is not able to obtain a judgment for possession and therefore is unable to evict you.

## “Pay and Stay” after the Trial

You may still “pay and stay” after a trial judgment.

You must file a trial de novo/new trial application no later than 10 days after the judgment.

You must also pay the money judgment.

# THE EVICTION COURT PROCESS

## Appeal in a Rent and Possession

- The appeal begins with filing a Trial De Novo.
- Must be filed no later than 10 calendar days after the date of judgment.
- The Court requires a small filing fee for the application.
- You may ask the Court to waive the filing fee.
- A bond in the amount of the money judgment must be paid into the Court's registry to avoid execution of the judgment.

## Appeal in a Unlawful Detainer

- The appeal begins with filing a notice of appeal.
- The notice must be filed within 40 days of the judgment date.
- A bond in the amount of the money judgment must be paid into the Court's registry to avoid execution of the judgment.



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not representing any audience members.

METROPOLITAN ST. LOUIS EQUAL HOUSING AND OPPORTUNITY COUNCIL

# Fair Housing Rights

**Marissa Cohen**

**Director of Education, Outreach, and Advocacy**

**314-534-5800**

**[mcohen@ehoc-stl.org](mailto:mcohen@ehoc-stl.org)**



[www.ehocstl.org](http://www.ehocstl.org)

## What is EHOC?

- **EHOC is a non-profit Fair Housing Organization assisting people who believe they have been victims of housing discrimination.**
- **EHOC's mission is to work to ensure equal access to housing for all people through education, counseling, investigation and enforcement.**

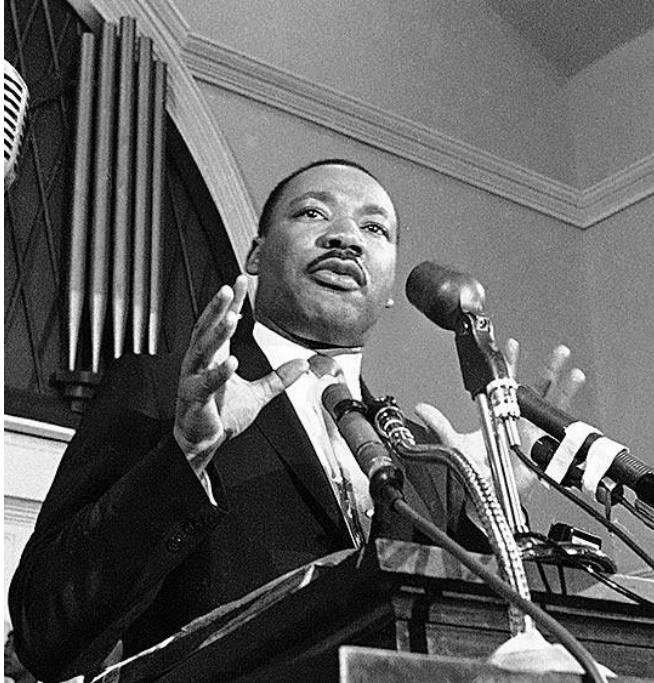




Metropolitan St. Louis Equal Housing Opportunity Council

# Fair Housing





## **The Fair Housing Act (1968)**

Prohibits discrimination against protected classes during housing related activities.

Last legacy of Martin Luther King, Jr.



## Protected Classes

- Race
- Color
- National Origin
- Religion
- Gender
- Disability
- Familial Status



## Housing & Housing Related Protections

- Renting
- Buying or selling a home
- Obtaining or refinancing a mortgage
- Obtaining home owners insurance
- Obtaining an occupancy permit or dealing with zoning or occupancy issues
- Viewing real estate advertisements



# Housing Services Protections

**Fair housing laws apply to any person or entity whose actions could “make housing unavailable.”**

- Temporary or long-term shelters
- Organizations offering rental assistance like vouchers or subsidies
- Agencies operating housing counseling and placement programs
- Clean and sober housing
- Transitional housing
- Motels that function as primary housing rather than vacation lodging



# What Does EHOC Investigate?

## Prohibited Acts

- Denial of availability
- Difference in terms and conditions
- Restricting choice
- Discriminatory advertising
- Provision of false information
- Blockbusting
- Refusal to make reasonable accommodations or modifications



# Race, Color, Religion, & National Origin Discrimination

Discriminatory treatment and Discriminatory impact

- Steering
- Screening
- Voice Profiling
- Redlining



# Enforcement

- File complaints with HUD, MCHR, or other local/state agency.
- Conciliations
- Private lawsuits
- Retaliation protected





# Questions? Contact

Metropolitan St. Louis EHOC  
1027 S. Vandeventer Avenue, 6<sup>th</sup> Floor  
St. Louis, MO 63110  
Phone: 314-534-5800  
[www.ehocstl.org](http://www.ehocstl.org)



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## WEBSITE TO HELP YOURSELF IN AN EVICTION ACTION

- We are developing a new website with helpful eviction information, plus a guided navigation tool to help a self-represented person prepare an answer to a lawsuit for eviction for non-payment of rent, and to fight it with available defenses!
- This is a new tool in Missouri to be used by anyone facing eviction. It is in the beta phase and will be improved over time. It is mobile-phone friendly!
- Look for future information about the new website from your legal aid on how to get the self-help you need when you don't have an attorney representing you for an eviction. It will ask you specific questions about your situation and then produce an answer for you to file in Court.

Thank you for attending!

Please fill out your satisfaction form to help up improve future presentations and report to our funders.

**If you want to apply for individual legal help, please go to the statewide legal aid website at [www.lsmo.org](http://www.lsmo.org), choose one of four legal aid programs that covers the county you live in by looking at the map in the “Program Service Area” button, and contact that program for help.**

