

HOUSING LAW: What To Do When Your Landlord Will Not Provide Repairs

1) PROOF

Keep proof of the bad conditions

Document the bad conditions. Take photographs and/or videos of ALL of the bad conditions in the dwelling. Go room to room writing down what is defective and in need of repairs.

2) NOTIFY

Written Notification to Your Landlord of the Repairs Needed

Notify your landlord of all of the bad conditions and request your landlord make immediate repairs. **Your notification must be in writing.** It can be by text, email, or letter. If by letter, make it in the form of a business letter. Date the letter. Put your landlord's name and full address in the left-hand corner. State the specific repairs that you are requesting. Give a deadline for the repairs.

KEEP A PHOTOCOPY OF YOUR LETTER.

- Email and/or Text are OK forms of notification. But be sure to print them and keep them as your proof of notification.
- It's OK to phone your landlord to request repairs, **BUT you must ALSO have a written request.**

3) REPAIR AND DEDUCT

You Have the Right to Repair and Deduct

You have the right to make repairs and deduct the value from your rent.

- You may do so for up to \$300.00 or one-half your monthly contract rent, whichever is higher.
- Be sure to keep proof of the repairs, such as all receipts for the cost of parts and labor if you hire a repair person.
- You must notify your landlord in writing if you pay for the cost of necessary repairs.
- Inform the landlord that due to you paying for the cost of the repair, you have deducted that amount from your rent.
- Keep a photocopy of your letter. If notification is by text or email, be sure to keep these.

4) SET ASIDE YOUR RENT

Set Aside Your Rent and Do Not Spend It

You have the right to set aside the rent and not pay until the repairs are made. However, please note: **DO NOT SPEND THE RENT PAYMENT YOU DO NOT MAKE.** You must have this money to pay your landlord after the repairs are made. **You may need to show a judge you have the rent money in the event that your landlord files a rent eviction lawsuit against you.**

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5) CALL THE CITY BUILDING OR HEALTH DEPARTMENT

You should call the local municipal or county and ask for a Building and/or Health inspection.

6) MOVE

You have the right to move if your landlord does not repair and maintain the dwelling in a habitable condition.

You might first seek to obtain your landlord's written agreement to end (rescind) the lease. You may negotiate a lease rescission agreement. If you do so, be sure to get the agreement in writing, have it signed and dated by your landlord. Such an agreement could require that you waive the return of your security deposit in exchange for your landlord agreeing to rescind and end the lease contract.

- If you do agree that the lease will end on a certain date, you must move by that date. If not, your landlord could enforce the lease rescission agreement by filing an eviction lawsuit against you.
- **If your landlord does not give you permission to move, you may still move.** Your landlord cannot force you to stay. Your landlord may claim that you are responsible for rent for the remainder of the lease. **This would only be a claim by your landlord.**
 - To enforce this claim, your landlord would have to file a lawsuit against you and obtain a money judgment against you.
 - To do this, the landlord would need an address at which to have the lawsuit served on you - **do not give the landlord your new home or work address.**
- Prior to moving, notify your landlord in writing why you are moving. In the letter to your landlord, describe the bad conditions which caused you to move.
- Be sure to **keep a photocopy of your letter.** You should make your letter in the form of a business letter. Date the letter. Include in the upper left-hand corner the name and address of the landlord.

7) WHEN YOU MOVE

When you leave the dwelling you should:

- Remove all of your belongings;
- Clean the residence thoroughly;
- Take many photographs of each room of the residence; and
- Obtain a written, dated, and signed key receipt from your landlord when you return the keys.

You have no moral or legal obligation to inform your present landlord of your new home address. You should not give your present landlord your new home address. Often a landlord will claim that the landlord cannot give you back your security deposit if you do not leave your new address. It is not true. Give your landlord a PO Box address or other address where you do not live or work.

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Landlords rarely give back security deposits voluntarily. It is more likely that your landlord wants your new address so that they can file a rent or breach of contract lawsuit against you.

8) LOCK OUT IS ILLEGAL

It is illegal for your landlord to change your locks or to take other self-help eviction actions such as disconnecting the utilities. Your landlord may only lawfully evict you by obtaining a court order against you for eviction. If your landlord tries to use “self-help” actions to illegally evict you, then call the police and let them know that someone is breaking and entering. **Being the landlord does not give the landlord any right to enter.**

Have proof that you are the legal tenant, such as:

- your lease
- your Missouri ID showing you reside at the address
- or other documents such as voter registration card or bills to you at the address, etc.

9) WHAT IS A LAWFUL EVICTION

Unless you move voluntarily, a lawful eviction requires a court order. A landlord must obtain a court order for eviction in order to lawfully ask the sheriff to evict.

If you do not pay your rent, and you do not move, then your landlord may decide to file a rent eviction lawsuit against you. You will know if your landlord files such a lawsuit because you would receive a summons to court. You would receive this summons either through the mail, posted on your front door, or hand-delivered to you by a special process server or sheriff. You may also look on the public internet site “case.net” to see if your landlord has filed an eviction lawsuit against you.

Your landlord’s action of filing this lawsuit does NOT give your landlord the right to evict you.

For your landlord to lawfully evict you, your landlord must obtain a court order against you.

To obtain this court order, your landlord must prove to a judge in a trial that you owe rent or have otherwise violated the lease. At trial you have the right to tell your side and assert your defenses. Such a defense could be that you have the rent, but set it aside and did not pay it because your landlord failed to maintain a habitable dwelling even after you notified and requested the repairs.

REMEMBER: BE YOUR OWN BEST ADVOCATE

Keep a folder with all papers regarding your lease agreement:

- a) Copy of the lease contract
- b) Proof of All rent payments, such as rent receipts
- c) Copies of All notices to landlord.
- d) Photos of the dwelling after you have cleaned and moved out your belongings

Keep this paperwork for at least five years after you have vacated a property.