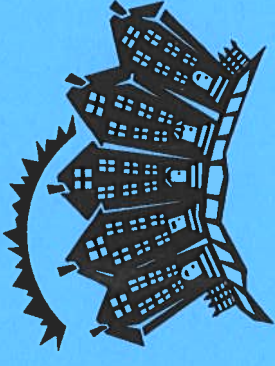


# Tenant Rights in Missouri



**A landlord may not legally evict you without a court order** – unless you abandon your home, he/she may not lock you out, remove doors, shut off utilities, or take your property.

**If this happens in Kansas City, MO,**

**call:**

- **Center for Conflict Resolution (461-8255)**
- **Police (911), or for utility shut-offs call:**
- **City of Kansas City, Missouri (513-1313)**
- **A lawyer for advice as to your rights**

## **RENT AND POSSESSION LAWSUITS**

**If you owe rent, your landlord can sue you for all rent due, possession of the rental property, and court costs. If you cannot pay the rent due plus court costs by the court date, and have no defenses to the lawsuit, the Judge will enter a judgment against you including an order returning possession of the property to the landlord. Not having the money to pay is not a defense.**

**If you owe rent, but you pay all the rent due plus the court costs to the Court by the court date, the case should be dismissed.**

## **UNLAWFUL DETAINER LAWSUITS**

**If your landlord gives you a proper written notice to move but you do not move out, your landlord can evict you by filing an unlawful detainer lawsuit. This is true even if you do not owe rent. Missouri law allows a 10-day notice terminating a tenancy for material lease violations. If your landlord wins, the judge may order you to move from the property immediately, and may order you to pay **double rent** for the time you stayed after the date you were supposed to move out, plus court costs.**

**Within 30 days after the lease has ended and you have moved out completely, a landlord must:**

- return the full security deposit **OR**
- give you a written list of reasons that all or part of the deposit is being kept and give you the balance.

### **A landlord can keep a deposit:**

- for the amount of rent owed, **AND**
  - for costs of repairs and cleaning after the tenant moves. **BUT** the landlord cannot charge for repairing ordinary wear and tear.
- If a landlord wrongfully keeps your deposit, you may file a lawsuit (i.e., in small claims court) and ask for damages of double the amount wrongfully withheld. In this lawsuit, your landlord may also file a claim against you for any rent due or other damages owed.

**You should take photos before you move to show that the property was clean and in good repair when you moved out.**

## **Evictions – quick tips:**

- ☑ **To legally evict you, your landlord must file a lawsuit in court. If sued, you should receive a Petition and Summons, telling you when and where to appear in court, and what your landlord is demanding. Do not ignore this!**
- ☑ **The Judge may hear your case on the first court date and not continue it. If you have a claim against your landlord, you should file it in writing with the Court by the 1st court date.**
- ☑ **If you do not appear or you are late to court, a judgment may be taken against you anyway.**
- ☑ **If the summons was posted on your property (not hand delivered to you or your family by a process server) and you do not appear, your landlord may only get a judgment for possession, not rent or damages.**
- ☑ **In some cases where criminal activity has been alleged, an eviction can be filed without any prior notice.**
- ☑ **Contact an attorney as soon as you are sued or notified that you will be evicted.**

- Things you should know **before you rent**
- What to do if the property is **not livable**
- How you can be **legally evicted**
- What you can do if your **security deposit is not** returned

## **LINKS:**

Legal Aid – [www.lawmo.org](http://www.lawmo.org)  
HUD Subsidized Housing – [www.hud.gov](http://www.hud.gov)  
State Subsidized Housing – [www.mhdc.com](http://www.mhdc.com)

WRITTEN AND DISTRIBUTED BY

## **LEGAL AID OF WESTERN MISSOURI**

4001 Blue Parkway, Suite 300  
Kansas City, MO 64130  
(816) 474-6750

***Providing free legal help to low-income & elderly people in western Missouri***

**FOR LEGAL ADVICE AS TO YOUR RIGHTS, YOU SHOULD TALK TO A LAWYER.**

*This brochure is based on laws in effect August 31, 2016, which may change at any time.*

## Before you rent:

### **INSPECT THE PROPERTY THOROUGHLY.**

**Arrange for any needed repairs before you move in, sign a lease, or pay a deposit.**

☑ **Inspect every room.** Make sure it is clean and free from bugs. Also, check the doors to see if they lock properly, check for broken windows, check the appliances to see if they work properly - CHECK EVERYTHING!

☑ **Make a list of needed repairs and damaged property you see.** Give a copy of that list to the landlord and keep a copy.

☑ **Make sure everything is repaired before you sign the lease or move in.** If you must move in before the repairs are completed, have the landlord put in writing that he/she will complete the repairs within a certain time.

☑ **Find out who is responsible for utilities.**

☑ **Get the name, address and phone number of who you should contact if a problem occurs.**

☑ **Do not make any false statements to the landlord in your application to rent the property.**

## **BEFORE YOU SIGN A LEASE, READ IT CAREFULLY! Make sure the lease says what you have agreed to. If not, do NOT sign it. Always keep a copy of your lease.**

**Discrimination Prohibited**  
▲ *It is against the law for a landlord to refuse to rent to you or evict you because of your race, sex, religion, family status, nationality, disability, and in Kansas City, Missouri because of your sexual preference. If this happens to you, consult a lawyer immediately.*

## **Rental Assistance:**

● If you are elderly, disabled or have a low income, you may be eligible for rental assistance. Call us for counseling on rent assistance and a comprehensive regional list. Call the KC Housing Authority at 816-968-4100 or the Mo. Housing Development Comm. at 816-759-6600 to apply for housing.

● If you feel you have been wrongly denied rental assistance or if your assistance is stopped, file any available appeal within your time deadline, and contact a lawyer for legal advice.

## **After you sign the lease:**

### ▼ TENANT'S DUTIES ▼

1. Pay all your rent on time. (*Keep all receipts or canceled checks as proof of payment*)
2. Keep the property clean, and do not destroy, damage, or remove any part of the property.
3. If you have been given reasonable notice (24 hours is considered reasonable), allow your landlord to enter and inspect the property for needed repairs. (No notice is required in case of an emergency.)
4. Abide by your lease provisions.
5. Give proper notice to the landlord before moving.

### ▼ LANDLORD'S DUTIES ▼

1. Make sure the property meets the Housing Codes for the municipality.
2. Keep the property livable for the tenant. Must provide adequate heat in winter. Must not turn off water, electricity or gas unless needed for repairs.
3. May not raise rent or end the lease without giving the tenant proper notice as required by the lease, state law or federal law for most subsidized housing.

## **Repairing the property:**

You must repair damages that you or your guests cause. Your landlord must make repairs that the local Housing Code or your lease requires.

**If the property is unsafe, unlivable, or in bad repair, you should:**

1. **Request in writing that your landlord make the repairs.** Send your notice by certified mail to get proof of receipt, and keep a copy.
2. **Call Code Enforcement in your location.** In Kansas City call City of Kansas City at 816-513-1313 or 311 and request an inspection if your landlord does not make the needed repairs. You should be given an order number.

3. If the property is unsafe or unsanitary due to major housing code violations and your landlord fails to correct defects, keep in mind that the City may condemn the property and you will have to move out.

4. **Two other options are available to force a landlord to make necessary repairs.** You may be able to make repairs, then deduct the cost from your rent. In some cases you may file a lawsuit against your landlord and pay rent to the Court. You should not attempt to do either, unless you first consult a lawyer to make sure you follow the required procedures. Otherwise, your landlord may try to evict you for failure to pay your rent.

## **How to end a lease:**

▲ **If you or your landlord want to end a lease, proper notice must be given.** If you have a written lease, check it to see what you must do. Generally you must give at least 1 month's WRITTEN notice before ending a month-to-month lease or if you do not have a written lease. (For example, if your rent is due May 1, and you want to end the agreement on May 31, your written notice must be received before May 1.)

1. ▲ **If you have violated your lease, your landlord may only need to give a 10-day notice to terminate the tenancy.**

▲ **If you do not give proper notice, then you may be responsible for rent even after you move.** *If your landlord has not given you proper notice, you may not be required to move until the proper notice is given.* REMEMBER, YOU ALWAYS PAY RENT UNTIL YOU HAVE MOVED OUT ALL OF YOUR POSSESSIONS AND RETURNED YOUR KEYS.

## **\$\$\$ Security Deposits:**

A landlord can charge no more than two months' rent as a security deposit (excluding pet deposits). **Get and keep a receipt for any deposit you pay.** Unless your landlord agrees, you may not use a security deposit as the last month's rent.