



# A GUIDE FOR RENTERS FINDING AND MOVING INTO HOUSING IN MISSOURI



ARCHCITY  
DEFENDERS

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This guide was authored and edited by ArchCity Defenders staff and designed by Noah Jodice. Special thanks to the lead author, Jacki Langum.

This Guide is part of ACD's #ProSeSTL series. Pro Se means “for, or by oneself” and, in legal settings, refers to someone representing themselves. Visit [www.prosestl.org](http://www.prosestl.org) for court forms, resources, information about tenant organizing, and links to ACD's other pro se guides.



Guide #1: Knowing Your Rights with the Police and Getting Out of Jail



Guide #2: Representing Yourself in St. Louis Municipal Courts



Guide #3: Representing Yourself When Facing Eviction



Guide #4: For Renters Finding and Moving into Housing in Missouri



Guide #5: Expunging Your Criminal Record in Missouri



## **A GUIDE FOR RENTERS FINDING AND MOVING INTO HOUSING IN MISSOURI**

**June 2024**

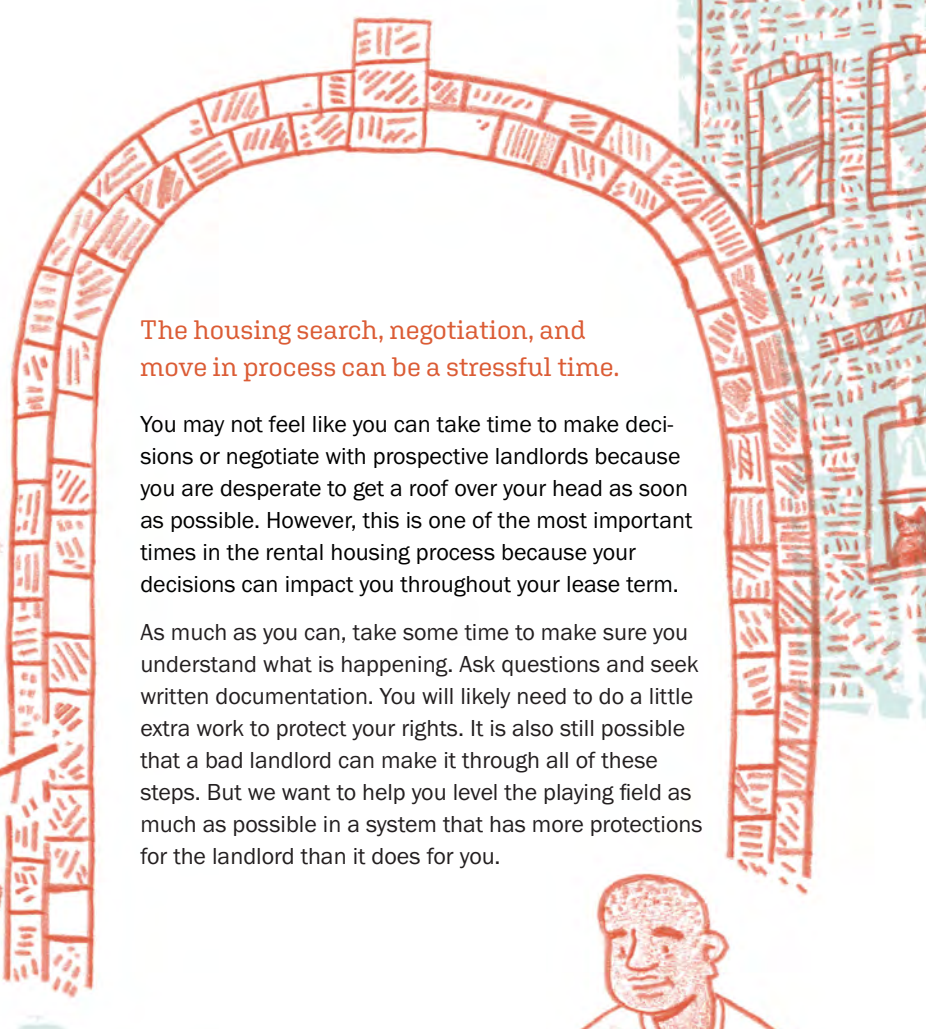
Many parts of the landlord-tenant system are unjust. Poor people and people of color are the most marginalized and exploited by a legal structure that promotes profit over justice. There is a lack of safe, sanitary, and affordable housing in St. Louis, and rents are increasing. Often, landlords, landlord attorneys, and the courts all play a part in processes that harm our communities. This 'know your rights' "Guide for Renters Finding and Moving into Housing in Missouri" offers people tools to identify safe,

sanitary, and habitable housing; provides suggestions for lease terms to protect tenants; and shares information about the moving out process. We also cover some red flags to look out for. Authored by ArchCity Defenders (ACD), this Guide offers detailed information to renters about your rights. Navigating legal issues is stressful, and we hope this Guide has a direct, positive impact. Ultimately, we believe that we will be able to have a broader impact by raising awareness, exposing injustice, and organizing together.



**WE CREATED  
THIS GUIDE TO  
HELP YOU KNOW  
YOUR RIGHTS AS  
A MISSOURI  
RENTER BEFORE  
AND AFTER YOU  
SIGN A LEASE.**





**The housing search, negotiation, and move in process can be a stressful time.**

You may not feel like you can take time to make decisions or negotiate with prospective landlords because you are desperate to get a roof over your head as soon as possible. However, this is one of the most important times in the rental housing process because your decisions can impact you throughout your lease term.

As much as you can, take some time to make sure you understand what is happening. Ask questions and seek written documentation. You will likely need to do a little extra work to protect your rights. It is also still possible that a bad landlord can make it through all of these steps. But we want to help you level the playing field as much as possible in a system that has more protections for the landlord than it does for you.



# LOCATING

# HOUSING

## Step 1

### Assess your needs

Before you start looking for housing, think about the kind of housing you want or need.

You can use this checklist to help you answer some important questions to narrow your search.



## Answer the following questions before you go in search of a new home:

### Where do you want to live?

- Do you need to be close to public transportation?
- Do you want to live in a house or an apartment?
- How many bedrooms do you need?  
Bathrooms?
- Do you want to live on the ground floor?
- Do you want access to laundry facilities?
- Do you need parking?
- Do you need subsidized housing (housing where someone else pays all or part of your rent) or market-rate housing?
- Do you need a pet-friendly home?
- What are your budget limitations?
- Do you need to have utilities included in your rent?
- Do you want to live within a specific school district's boundary?

## Step 2 Research

Locating safe, habitable, and affordable housing can take some time.

But, the more work you do on this step, the more likely it is that you will find a place that checks off all those boxes from Step 1.

### Where to look?

There are several online resources that you can use in your housing research, including: Craigslist, Zillow, Apartments.com, STLHousingSearch.com, Facebook Marketplace, Google, and more. Do not assume that landlords have been vetted if they appear on those websites. You will

still want to do your background research on them.

Ask family or friends for referrals to landlords and housing they recommend. Word of mouth can be a powerful resource for access to good landlords.

Some landlords only advertise through for-rent signs they put on the property, so it's also a good idea to travel around the area you want to live in and make a note of those signs.

### Local resources

Here are a few local options for finding subsidized housing:

- St. Louis City Housing Authority [www.slha.org](http://www.slha.org)
- Housing Authority of St. Louis County (now known as County Housing) [www.countyhousing.org](http://www.countyhousing.org)
- Jefferson-Franklin Community Action Corporation [www.jfcac.org](http://www.jfcac.org)
- North East Community Action Corporation [www.necac.org](http://www.necac.org)

## Do you need subsidized housing where someone else pays all or part of your rent?

The United States Department of Housing and Urban Development (HUD) website has information to help you locate subsidized housing in the St. Louis region: [www.resources.hud.gov](http://www.resources.hud.gov)

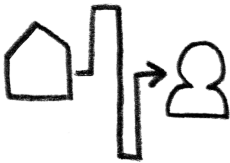
Housing authorities and community action corporations are local entities

that facilitate certain types of subsidized housing like Public Housing or the Section 8 voucher program. Subsidized housing is where rents are reduced because of participation in a government or non-profit program that may pay all or part of your rent. A lot of subsidized housing properties have long waitlists. Try not to let that discourage you and make sure you still sign up if and when they are adding names to waitlists.

### **Do the extra work to protect yourself**

Once you have a list of rentals you want to look at, we encourage you to take a few extra steps to protect yourself. You might want to take some of these steps before you tour the property or you might want to wait until you narrow your list to a couple of options.

These steps are not foolproof and do not mean that you will automatically avoid a bad landlord. But they can help you weed out potential bad landlords and give you more information to advocate for yourself. You are the only person who can decide whether a landlord or property manager or a home is a good fit for you.



#### **1. Find out who owns the property:**

Type the address into the St. Louis City and St. Louis County property websites [www.stlouis-mo.gov/data/address-search/](http://www.stlouis-mo.gov/data/address-search/) or [www.revenue.stlouisco.com/IAS/](http://www.revenue.stlouisco.com/IAS/).

Why? The websites list the names of the property owner(s) according to local government records. While these sites are not always 100% accurate, they might still help you answer some questions or clear things up about who owns the property.

Is the person or company listed on those websites the same as the person or company you are dealing with for the property? If not, ask why. There might be a perfectly reasonable answer as to why they do not match up. If there is not a good answer, and/or they are not willing to provide you with that information, that might be a red flag. We have seen situations where fake landlords have changed the locks on a home and taken people's money only to disappear. The tenant later finds out the person did not have the authority or right to rent the property to them.



#### **2. Look up the property owner, landlord, and/or property manager on the Missouri court records website, called Case.net.**

You want to start by searching Case.net ([www.courts.mo.gov/casenet/base/welcome.do](http://www.courts.mo.gov/casenet/base/welcome.do)) for the property owner, landlord, and/or property manager by name. Sometimes, cases are filed with the property owner's name whereas others are filed with the property manager's name. See how many cases they have



and whether they are all evictions. Some of the complexes or companies you look up might have a lot of eviction cases in Case.net. It is normal for larger complexes to have quite a few cases from past renters.

You can also check to see how often others file lawsuits against the landlord or property manager. The records may also contain lawsuits filed by contractors, utility companies, or taxing authorities. Those types of lawsuits are concerning because it often means the landlord is not able to meet their own financial obligations. If that is the case, that could mean that they will put their financial interests first, which could possibly have negative results for you, with regard to general upkeep and maintenance of their properties.

Eviction Lab provides eviction statistics throughout the region as well as information on properties and companies (LLC's) known for bulk filing or filing hundreds of eviction cases against their renters. Their St. Louis data can be found online: [www.evictionlab.org/eviction-tracking/st-louis-mo](http://www.evictionlab.org/eviction-tracking/st-louis-mo)

### **3. Check on the home's occupancy and habitability.**

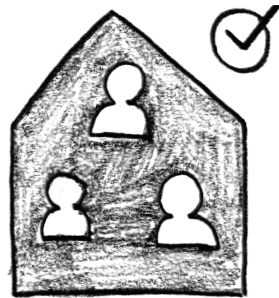
Contact the local municipal (city) government to find information about the habitability and occupancy requirements for the home.

Does the municipality require an inspection of the property? If yes, whose job is it to make inspection arrangements? How much does an inspection cost? Who is going to cover the cost? Is an occupancy permit required? If so, whose job is it to get one and how much does it cost?

When was the last time the home passed an inspection?

When was the last time the home had an occupancy permit? (If there is a renter currently living in the home, it can be a red flag if there is not a valid occupancy permit, if one is required.)

How many people can legally live in the home? (Some landlords advertise homes with more bedrooms than they actually have to make the homes more attractive to renters. Unfortunately, because of a municipality's building code and the square footage requirements for a habitable bedroom, it is not uncommon for a landlord to mislead a tenant about this issue. You do not want to rent a home thinking it has three bedrooms and later find out there are really only two legal bedrooms and you might have to move.)





#### 4. Drive or travel by the property at different times of the day.

- Is there a lot of foot or car traffic on that road?
- Does that make a difference for you?
- Is there enough outdoor lighting?
- Is there enough parking if you have a car?
- Do you feel comfortable there at different times of the day?
- What are the noise levels at different times of the day?

You may have a night shift and need to sleep during the day. Could the neighborhood and/or building activities negatively impact your sleep?

If there are people outside or nearby (and only if you feel safe and comfortable), consider asking them about the home or apartment. A lot of times other tenants or neighbors can share a lot of information about the neighborhood, the housing, and the landlord.

#### 5. Check on the utility bills.

Find out which utilities are covered in the rent and which utilities you would have to pay for yourself. If you have to pay, does the landlord pay and you reimburse them or do you put them in your own name? If a landlord wants you to reimburse them for utilities, ask them for a copy of the bill so you know how they determined the amount due. This is not required by law but it would be nice to have to make sure you are paying what is actually due.

Call and ask the utility companies for the property's average monthly bill. You need to know how much the utilities will cost to know whether the home will fit into your budget. Do not take the landlord's word for it. Do your homework!

#### 6. Look up the landlord on the internet.

See if there are reviews available about them or the housing. Note if there are any patterns in the complaints, good or bad. Are those things you are willing to experience while renting from them?

### Step 3 – Tour the home

Do not sign a lease, complete an application, or give a landlord money before you tour the home.

The tour is one of the most important steps in the process and you must see the home first before you do anything else.

The condition of the home during the tour can tell you a lot about a landlord. If the home needs a lot of work or does not seem like one you would be willing to live in, it is not likely that it will look or feel much better when it is ready for move in. We have seen far too many people burned by landlords or property managers who promised remodeling or major repairs before people move in only to find that they were never completed.

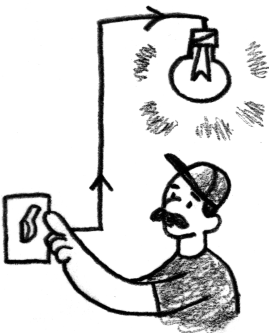
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### When you tour the home

Look inside closets and bathroom and kitchen cabinets to assess their condition.



Look inside all appliances.



Flip light switches and make sure you know how much light is available in each of the rooms.

Turn on water and shower faucets to test the pressure.



## Step 4 – Applications

Landlords can charge you application fees (and keep them).

Some will agree to give you a credit toward your rent or security deposit of the same amount.

Keep track of how many application fees you are paying and how much you are paying out because they can add up quickly. There is no Missouri law that limits the amount a landlord can charge you for application fees.



## REDFLAGS



- They ask you for personal information before you fill out an application. You don't need to give a landlord your social security number before you tour a property. Lots of people will ask you for information about yourself—be careful who you give it to and make sure you know why it is required.
- The landlord requires you to put down a deposit or pay them any sum of money before you see the property.
- The landlord will not share their name, any identifying information, and/or will not provide you with a business address.
- The landlord wants you to pay cash at any point but especially prior to you moving into the property.
- The landlord will not give you a receipt when you pay them.
- The landlord uses fake pictures. The online pictures might be from a different, often more expensive, property.



# LEASES

Once you find a place you want to rent, you enter into a lease agreement with the landlord.

A lease is a contract between you and your landlord that outlines the terms of your tenancy. It lays out the rules both you and your landlord agree to follow.



In Missouri, leases do not have to be written down to be legal unless the lease term is 12 months or longer. Lots of people in St. Louis rent on oral, month-to-month leases. It's usually a good idea to sign a written lease with your landlord. That way you can make sure you and the landlord are on the same page.

You can negotiate lease terms! You do not have to take it or leave it despite what landlords may say. One way you can advocate for yourself at the beginning of the relationship is to ask the landlord to make changes to the lease before you sign. Landlords can turn you down when you request changes, but you can also choose not rent from them. While that is easier said than done, it is important to remember that you are a consumer and you can walk away. Trust your gut when making these decisions. If something seems to be too good to be true, it likely is and you may regret signing the lease when you sort it all out later.

One way you can advocate for yourself at the beginning of the relationship is to ask the landlord to make changes to the lease before you sign.

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**YOU**  
**CAN**  
**NEGOTIATE**  
**LEASE**  
**TERMS!**

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**YOU DO NOT HAVE TO TAKE IT OR LEAVE IT, DESPITE WHAT LANDLORDS MAY SAY.**

## **Important Lease Terms**

A lease does not have to include the following lease terms in order to be legal. However, it is a good idea to make sure you have a written agreement on as many of these issues as possible to protect yourself.

### **Landlord Name and Contact Information**

Include your landlord or property manager's name, the name of their business, their business address, and their business phone number so you can mail them official notices and other items. It might be a red flag if they will not give you any of that information.

### **Occupant Names**

List your name as well as the names of any people who will live with you to make it clear who can legally live in your home.

### **Dates**

Be sure the lease has a beginning and end date. You can always sign another agreement if the lease ends and you and your landlord want you to stay.

### **Property Address**

Include the full address and zip code of the home you are leasing from the landlord.

### **Security Deposit**

In Missouri, a landlord can charge up to two months' rent as a security deposit. It is illegal to charge any more than that. If a landlord asks you to pay more than two months' rent as a deposit (even if they tell you it is because you have bad credit or an eviction history) that may be a sign, or red flag, that they will not follow other laws when you rent from them.

Landlords or property owners frequently ask people to pay first and last months' rent and a security deposit to move into a home. You may want to negotiate with them to only pay the security deposit and first month's rent so you do not pay the last month's rent before it comes due. Unfortunately, that may mean the landlord will ask you to pay a higher security deposit. It is legal for the landlord to do this as long as the deposit is not more than two months' rent.

### **Rent Amount & Payment Instructions**

The lease should include how much you will pay in rent, the day of the month it is due, and how to pay.

Pay your rent in a way that will give you proof that you paid. One good way to pay is through money order. Make sure you make a photocopy of whatever method you use and be sure to get a receipt from the landlord as well. If the landlord will not provide you with a receipt, make one yourself and ask them to sign. If they will not sign the receipt, it is still important that you make one, you photocopy the payment, and maintain the same system each month for delivering and documenting your rental payment.

Do not ever pay your landlord or property manager in cash. You cannot track cash payments or prove that it was received or accepted. If your landlord demands cash, that is a big red flag and we strongly discourage you from renting from that person or company.

Many landlords use online payment systems and using those systems can help track monthly payments. You will still want to make sure you print or save the record of the payments from that online system in case it fails or the landlord

# **DO NOT EVER PAY YOUR LANDLORD OR PROPERTY MANAGER IN CASH.**

later tries to say that you did not make those payments. Some banks or other financial institutions may only keep records for a limited period of time. You do not want to find out too late that you do not have any records of those payments.

## **Late Fees**

You should avoid them if you can, but most landlords will require them in lease agreements. If your landlord will not take late fees out of the lease, make sure they are an amount you could afford to pay if something comes up and you are late with your rent. Be sure how to ask how the late fees are calculated: \$25 a day is a lot more than \$25 a month.

## **Pet Fees/Other Costs**

A landlord can refuse to allow you to have pets in your home. They can also charge you a nonrefundable pet deposit and/or monthly fees for any pets in your home.

However, if you have an assistance animal and want to move into a no-pets policy home, you may be able to ask the landlord or property manager for a reasonable accommodation to allow you to live there with your animal as it is not

considered a “pet.” According to HUD, an assistance animal is an “animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person’s disability.”

We encourage you to visit the HUD Fair Housing and Equal Opportunity website for more information about Fair Housing protections related to assistance animals. There can be some difference between what the Fair Housing Act and the Americans with Disabilities Act provide for with regarding to assistance animals (See [www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/assistance\\_animals](http://www.hud.gov/program_offices/fair_housing_equal_opp/assistance_animals)).

## **Utilities**

You will want to include a lease provision outlining which utilities your landlord will be responsible for paying and which ones are left for you to pay. Some landlords will require that you reimburse them for bills in their name, like water or sewer services. If that is the case in your situation, you will want to outline in your lease how your landlord will communicate and provide you with proof of that amount for your reimbursement.

## **Appliances**

Include a list of appliances that your landlord agrees to supply to you. Do not make any assumptions based on what was in the property during your tour. You will want to list each one, including the refrigerator, washer, dryer, microwave, dishwasher, oven, etc. to make it clear to the landlord what you expect them to provide you in the home. Otherwise, you might end up without one of those items and an unexpected cost you have to



cover out of your own pocket.

You should include a lease provision stating whether your landlord will be providing you with air conditioning. There is not a current state law in Missouri that requires a landlord to provide a tenant air conditioning. Adding air conditioning to the lease will mean you have a contract that requires them to provide it to you and keep it in working condition.

### **Upkeep of the Home, Appliances, Fixtures, and Smoke/Carbon Monoxide Detectors**

Who is responsible for changing air filters in the furnace or the batteries in the detectors? When are those replacements going to take place during your tenancy?

Identify who is responsible for arranging and paying for repairs or maintenance at the outset so you are not trying to sort that out in an emergency. Include in that list who is responsible for any upkeep on the outside of the home like lawn mowing or shoveling snow. Without these provisions and clear delineation of responsibilities, you could again be forced to cover an unexpected cost to maintain the property.

### **Contact Information**

Identify an emergency contact for the property when something comes up like emergency repair or maintenance requests. Include clear expectations about who will be paying for any service or response by that emergency contact if that person or company is not the landlord.

### **Landlord Access to Property**

You have the legal right of possession of your home once the lease term begins. However, the landlord has the right to

enter in case of emergency or for routine repairs or maintenance. Landlords also often have the right to access the property near the end of the tenancy to provide tours to prospective tenants. Again, you will want those agreements in writing in your lease.

There is not a law that states how much advance notice a landlord must give you to enter the property without an emergency but 24 hours is considered reasonable. You should still outline that expectation in your lease.

We see a lot of landlord-tenant conflict related to the landlord's access to the property. Spelling it out before there are any problems will make it easier to navigate those situations when they do arise. For example, your landlord can enter your home to conduct repairs or address emergencies without you being present. Limiting your landlord's access in those circumstances can negatively impact your relationship with them. You might be held responsible for any additional or continued damages that exist because you deny them access.



# MOVING



## IN

Tenants usually move into the property on the day the lease begins or somewhere around then.

You will want to plan in advance, though, to make sure that you are able to move in as planned.

### **Inspection and Occupancy Permit**

You should have already spoken with your landlord about who is responsible for the inspection and/or occupancy permit. Now is the time in the process that those steps will take place. A lot of municipalities require a valid occupancy permit and inspection before a new tenant moves into the property. That is why it is important to plan in advance for obtaining that permit. In some areas, you can be fined or even required to move out if you move in before obtaining the permit.

It is not unusual for a property to fail the initial inspection to obtain the occupancy permit. Properties usually fail inspection because of minor repairs or adjustments, but we have also seen situations where the landlord had to do extensive work before the home will pass inspection. You will want to know that information in advance so you can make alternate arrangements if you are not able to move in at the beginning of your lease.

### **Move in Form**

We created the Move in/Out Form to help you track the condition of the home

when you move in and out. Your landlord may have their own form, but it is also important to keep your own documentation for your records. You will want to do this walk-through before you move anything into the home. Take pictures of any damage or needed repairs. It is even better if you can take a video of the tour.

The documentation is important so you have a record of the conditions when you took possession of the property. It is likely the landlord will attempt to deduct those damages or repairs from your security deposit when you leave. You will want proof, especially photographic proof, that you are not responsible for those conditions or damages.

## Utilities

Ideally, the lease will outline who is responsible for each of the utilities. You will want to contact each of the utility companies you are responsible for in advance. Ask them to have the utilities transferred into your name, where applicable, and operating on the date the lease begins.

## Renter's Insurance

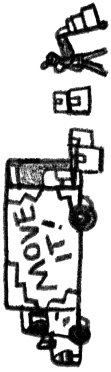
Some landlords require that a tenant obtain renter's insurance to cover the cost of damages to the property or injuries to you or your guests on the property. Regardless, we strongly encourage you to obtain renter's insurance that will go into effect the day the lease begins. You can make monthly payments towards the insurance and it is often less than \$100 a year. We know that is a lot of money, but we still encourage you to account for the insurance when determining whether a home falls within your budget.

Why is renter's insurance important? Accidents happen. Fires are not

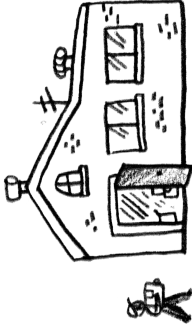
uncommon. Flooding or sewer backup can happen without it being anyone's fault. Someone can break in and steal your belongings. Most of those situations or circumstances are not covered under the landlord's insurance and can be very costly to you. Additionally, the landlord may not be required to reimburse you in most of those situations either. If there is damage to the property, like a fire, you can be held responsible for covering the cost of repairs, even if it is an accident. Renter's insurance can cover that damage and you will not have to pay for it out of pocket.

You will also want to ask the insurance agent if your policy covers items like televisions, computers, jewelry, etc. If you have valuable items in your home, you might need to purchase extra coverage if those items are not covered. Otherwise, you might not be able to make an insurance claim or replace the items if they are stolen or damaged.





# MOVE IN AND OUT FORM



LIVING ROOM/ ENTRY	MOVE IN CONDITION	MOVE OUT CONDITION
Door		
Door Lock(s) & Hardware		
Steps/Landings		
Handrail		
Outdoor Light		
Indoor Light		
Lightbulbs		
Smoke Alarm		
Carbon Monoxide Alarm		
Windows & Screens		
Blinds or Window Covering		
Walls & Ceiling		
Floors		
Closets		
Electrical Outlets		

KITCHEN	MOVE IN CONDITION	MOVE OUT CONDITION
Windows & Screens		
Blinds or Window Covering		
Walls & Ceiling		
Floors		
Closet/Pantry		
Electrical Outlets		
Cabinets		
Counters		
Light Fixtures		
Lightbulbs		
Oven/Stove (Inside)		
Racks		
Oven/Stove (Outside)		
Drip Pans		
Refrigerator(inside)		
Refrigerator(outside)		

BEDROOM	MOVE IN CONDITION	MOVE OUT CONDITION
Windows & Screens		
Blinds or Window Covering		
Walls & Ceiling		
Floors		
Closet/Pantry		
Electrical Outlets		
Light Fixtures		
Lightbulbs		
Door		
Door lock & Hardware		
Smoke Alarm		
Carbon Monoxide Alarm		

BATHROOM	MOVE IN CONDITION	MOVE OUT CONDITION
Windows & Screens		
Blinds or Window Covering		
Walls & Ceiling		
Floors		
Closet/Pantry		
Electrical Outlets		
Cabinets		
Counters		
Light Fixtures		
Lightbulbs		
Exhaust Fan		
Sink & Plumbing		
Bathtub/Shower		
Toilet		
Towel Rack/Toilet Paper Holder		
Door		
Door lock & Hardware		
Smoke Alarm		
Carbon Monoxide Alarm		

Dishwasher (inside)		
Dishwasher (outside)		
Walls & Ceiling		
Floors		
Electrical Outlets		
Light Fixtures		
Lightbulbs		
Smoke Alarm		
Carbon Monoxide Alarm		

DINING ROOM	MOVE IN CONDITION	MOVE OUT CONDITION
Windows & Screens		
Blinds or Window Covering		
Walls & Ceiling		
Floors		
Electrical Outlets		
Light Fixtures		
Lightbulbs		
Smoke Alarm		
Carbon Monoxide Alarm		

OTHER	MOVE IN CONDITION	MOVE OUT CONDITION
Heating System		
Air Conditioning		
Thermostat		
Hot Water Heater		
Stair(s)		
Hallway(s)		
Lawn(s) & Garden(s)		
Parking Area (s)		
Patio/Deck/Porch		
Mailbox		
Door Bell		
Additional Exterior Doors		
Garage Door(s)		
Garage Walls		
Garage Ceiling		
Garage Floors		
Washer		
Dryer		
Any storage areas		
Number of Keys Received		

# DURING

# THE TENANCY



## **Tenant Duties**

A tenant's duties are usually outlined in the lease contract. However, there are also specific expectations of tenants, or duties, that might not be explicitly laid out in the document. For example, a tenant should pay rent in full and on time; should take out the trash; not disturb neighbors; maintain the condition of the home; and/or maintain the appliances provided.

If you have a co-tenant on the lease, even if you split the rent, you are both liable for all damages and costs for

anything that happens in the home. If the co-tenant stops paying their half of the rent, you are still liable to the landlord for the entire amount of the rent. You will likely be able to file a lawsuit against the co-tenant for their portion of the rent, but, in the meantime, the entire amount is still due to the landlord and you are on the hook.

## **Landlord Duties**

The landlord's duties may also be outlined in the lease. If not, there are examples of reasonable expectations for landlords: accept rent, maintain

property, maintain a bug-free and habitable home, maintain the condition of the home, etc.

## **Late Payments/Payment Agreements**

If you get behind in rent or have to make late payments to your landlord during your lease, you might want to communicate with the landlord that you will be late. Open communication usually helps maintain a positive landlord-tenant relationship. The landlord might even be willing to waive any late fees due because the payment is late.

If the landlord does agree to waive late fees or to enter into a payment agreement, you should put those agreements in writing, date it, and add both you and your landlord's signatures to the agreement. Make a photocopy of the agreement and give one copy to your landlord for their records. Always put any agreements outside of the lease in writing in order to protect yourself and make clear the new obligations that might apply to you.

## **Conditions & Maintenance**

One complex issue many tenants run into are issues with the conditions in their homes. It is important to remember that under Missouri law, any tenant living in residential rental housing has the right to live in a safe, sanitary, and habitable home. We often encounter a general misunderstanding of the laws regarding conditions and rights available to tenants. The next few sections will walk you through those options.

### **Reporting Issues to your Landlord**

When dangerous and unsanitary

conditions begin appearing in your home, you should immediately contact your landlord and tell them about the conditions. This contact should start with a phone call and then you will follow up in writing by letter, email, or even a text message. Make sure you keep a photocopy of any written complaint for your records as you may need it later during a dispute or court case. Photo documentation of these conditions is also very important.

If the conditions worsen, you may want to contact a city building inspector to have them inspect your home. By doing so, the building inspector may give you a report outlining the issues with your home and may also send a copy to your landlord putting them on notice of the conditions. If you do call a building inspector and they determine that your home is unsafe to live in, they may declare that your home needs to be condemned. This may lead to the city or municipality ordering you to leave. You should weigh the risks of doing so depending on how bad the conditions are in your home. You should not stay in a dangerous or unsafe home.

### **Withholding your Rent**

Sometimes when your landlord is not repairing your home, you may want to withhold your monthly rental payments to your landlord. If you choose to go this route, we strongly encourage you to set aside the rent you are withholding. Some judges may refuse to hear your conditions claims in court if you have not set your rent money aside and/or do not have proof of what you used your rental payments for to make the home habitable.

If you want to withhold part of your rent

and are able to set the money aside, you should do so. You can leave the money in a bank or credit union account. This helps protect you if your landlord sues you and tries to claim that you were just withholding the rent money because you did not want to pay them.

If you are forced to spend your rental money because of the bad conditions in your home, you should keep documentation of your expenses. It often occurs that the conditions in a home force a tenant to stay in hotels or apply for other apartments. Keeping records of these expenses is important if your landlord sues you and you have to represent yourself in court.

Sometimes, a landlord will ask the judge to require you to pay a portion of the rent you set aside to the court and/or order you to start making new rental payments to the court. This is commonly called an “escrow” process. If you are ordered to pay rental money to the court, you should ask the judge how to do so and when you need to make the payment. If you are not able to make rental payments to the court, some judges will tell you they will not consider your claims that your home was unsafe and unsanitary.

To best prepare for these hearings and have the judge agree to hear your side of the story that the home is unsafe and unsanitary, bring proof of where you have set-aside your money or proof that you had to spend the rental money on other things because of the bad conditions in your home.





# **REPAIR**

# **AND**

# **DEDUCT**

Repair and deduct, under state law or statute [RSMo. § 441.234], should only be used as a very last resort. Even then, you must follow the statutes exactly as written to be protected.

## **Eligibility:**

1. Tenant has lawfully resided in the premises for 6 consecutive months;
2. Tenant has paid ALL rent and charges due to the landlord during that time; AND
3. Tenant has not received any written notice from the landlord during that 6-month period stating that the tenant violated a lease provision or house rule and that the tenant has not since fixed.

## **Condition in need of repair must:**

1. Detrimentially affect the habitability, sanitation, or security of the premises;
2. Constitute a violation of a local municipal housing or building code; AND
3. The reasonable cost to correct the condition is less than \$300 or half the rent but cannot exceed one month's rent.

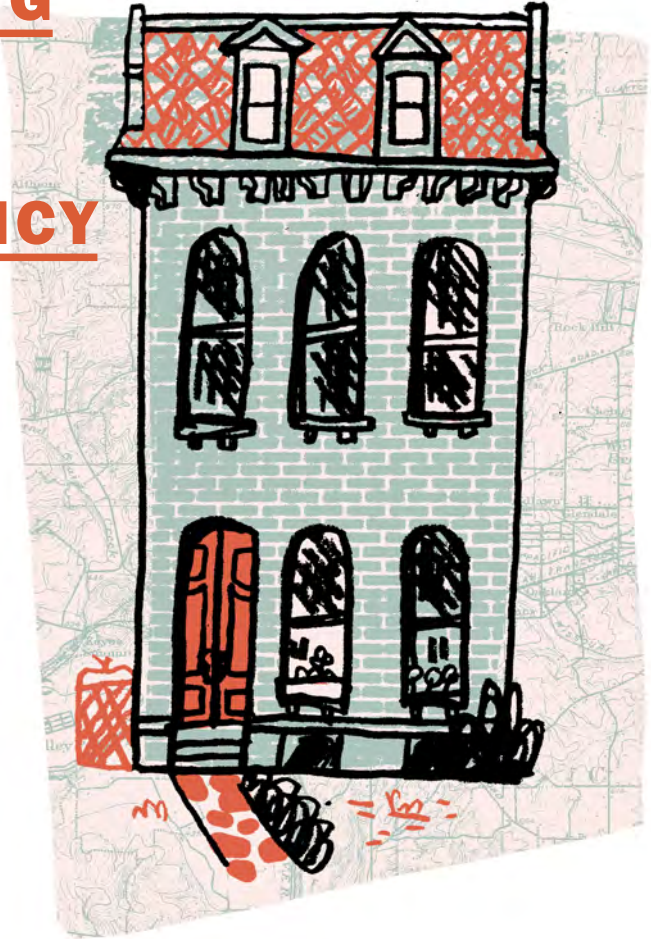
## **Process:**

1. Tenants must notify the landlord that they intend to correct the condition at the landlord's expense.
2. The landlord then has 14 days to correct the condition or sooner in case of emergency.
3. If the landlord fails to fix the condition within 14 days, the tenant can have the work completed in a "workmanlike manner."
4. The tenant must then submit an itemized statement (including receipts) to the landlord, deduct the actual and reasonable cost of the work from the rent.
5. The landlord can provide the tenant with a written statement within 14 days to dispute the need for the repair. The tenant then cannot deduct the cost of the repair without, in advance, obtaining a written certification from a local municipality or government that the condition requiring repair constitutes a violation of local municipal housing or building code.
6. If the tenant obtains that certification, the landlord then has 14 days to complete the repair (or promptly in case of emergency).
7. If the landlord then fails to make the repair, the tenant can proceed to have the repair completed as outlined above.

A tenant may not repair at the landlord's expense if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with tenant's consent. A tenant may not deduct in total more than the amount of one month's rent during any 12-month period.

# ENDING THE TENANCY

Generally, the tenancy, the renter or tenant's lease term, ends when the lease ends.



In some leases, you are required to give advance notice that you intend to let the lease expire or you may be locked into another lease term. Sometimes a tenant may want to get out of the lease early or the landlord might want the tenant to leave. The first thing you will want to do is to review your lease to determine whether there are any specific provisions outlining the procedure or penalties for terminating the contract.

### Early Termination

Leases usually provide an early termination provision for landlords and allow the landlord to end the contract for any number of reasons. Fewer leases allow a tenant to terminate the lease early. If there is an early termination clause for a tenant, it usually includes a financial penalty or forfeiture of the security deposit among other things in exchange for a tenant ending the lease early.

### Month-to-Month

Some leases are month-to-month tenancies or become month-to-month leases upon expiration of the original lease term. A month-to-month tenancy can be terminated with 30 days' notice by either the landlord or the tenant.

### Sublease

Some leases that do not contain an early lease termination clause or have a financial penalty are difficult to get out of and tenants can find themselves in a bind. In these circumstances, you can find another tenant to take over your lease term and “sublease” the home from you. You may need your landlord’s permission to sublet your home. You will want to request that any permission or agreement from your landlord be in writing. You will also want the sublease agreement in writing as well.

### Lease Ends

Some tenancies end when the lease ends but some leases have auto-renewal clauses. Read the contract very carefully to see what happens when the lease ends. In some cases, if you remain in the property when the lease expires, you might be considered a “holdover” and there could be financial penalties for remaining in possession of the home.



# MOVING

## OUT



When it is time for you to move out of your home, make arrangements to remove all of your items, including your belongings and trash. A landlord can charge you for the cost to remove any items you leave behind. Clean everything, wipe down surfaces in the bathroom and kitchen, vacuum and mop the floors, and wipe out the refrigerator, freezer, and cabinets. Remove all trash from inside and outside the property. Replace any burned out lightbulbs. You want to return the home to the landlord in the same condition you received it to the extent possible. Your landlord should not hold you responsible for normal wear and tear to the home.



Once you move everything out, take pictures of the entire home inside and out just as you did when you moved in. Record a video tour if possible. Make sure you document any damage to the property, including carpet stains or damaged walls or blinds. You may want to use the same Move in/Out Form you used when you moved in so you can compare the condition between the beginning and end of your lease term. See the Move in and Out Form on page 20.

Contact your landlord in advance and make arrangements to do a walkthrough and deliver the keys to them. Some landlords will not agree to do walkthroughs with tenants. In that case, take extra steps to document the condition of the home as you left it. Use this documentation if your landlord tries to charge you for unreasonable damages. If your landlord asks you to drop off your keys somewhere, make sure you get a receipt in exchange as proof of delivery of the

keys. If your landlord asks you to mail the keys, send them via certified mail with a return receipt requested as proof you sent the keys to them. It is very important to return the keys to your landlord so you both know that you are returning possession of the home back to them.

### **Security Deposit**

Under Missouri law, your landlord has 30 days to return all or part of your security deposit along with a written and itemized list of the damages for which they are withholding any part of that deposit.

The landlord has the right to keep the deposit to cover the cost of any outstanding rent, for damages beyond normal wear and tear, or for damages because the tenant failed to give adequate notice to terminate their tenancy.

Make sure that you give your landlord a mailing address to forward your security deposit to you.

# **GLOSSARY**

**Habitability:** A home that is of good enough quality to be lived in.

**Landlord:** This person can also be a property owner or property manager.

**Lease:** Contract between a landlord/property owner/property manager and a renter/tenant for a rental property.

**Occupancy:** Residing in a home.

**Renter/Tenant:** Someone who occupies, leases, and/or resides in someone else's property. Both renter and tenant mean the same thing and can be used interchangeably.

**Security Deposit:** Money paid upfront to a landlord to cover the cost of potential loss or damage to a property.

**Subsidized housing:** Rent is reduced because of participation in a government or non-profit program that may pay all or part of your rent. It is sometimes also called public housing or Section 8.

**Tenancy:** The contract or lease term for a renter/tenant.





# ARCHCITY DEFENDERS

**ArchCity Defenders (ACD) is a holistic legal advocacy organization that combats the criminalization of poverty and state violence, especially in communities of color. ACD's foundation of civil and criminal legal representation, social services, impact litigation, policy and media advocacy, and community collaboration achieves and inspires justice and equitable outcomes for people throughout the St. Louis region and beyond.**

Disclaimer: ArchCity Defenders made this guide to inform and assist Missouri renters. This guide is for general informational purposes only. While we try to make it as accurate and up to date as possible, laws can and do change. The information included in this guide is accurate as of June 2024. Nothing in this guide is legal advice from ArchCity Defenders. Your own situation may be different and we cannot give you any advice about your specific case. If you have any questions, please talk to a lawyer. This guide is not an advertisement or solicitation. ArchCity Defenders is not acting as your lawyer by providing this guide as a resource. We expressly disclaim all liability that results from actions taken or not taken in reliance on this guide. We encourage you to consult an attorney before you take any action based on the information you have read in this guide.