

Federally Subsidized Housing

Persons who have federally subsidized housing through HUD or some other government agency have special rights concerning condition of the property, rent increases, and evictions. Most of these rights are contained in the lease provided by the housing agency for the landlord and tenant to sign. There is usually a right to a hearing before a landlord can take action to which a tenant objects.

Private Leases

Rental of property with a lease signed by the landlord or his agent and the tenant gives the tenant the rights outlined in the lease. It may also place additional obligations on the tenant by limiting the time period for notices to vacate or specifying reasons for eviction, i.e. excessive noise, extra people staying in the house or apartment.

A tenant should always obtain and keep a copy of his/her lease for a quick reference should a dispute with a landlord occur. Most leases specify a rental period. A tenant may be liable for rent for the full rental period if he/she moves before the period ends. Legal advice should be sought in that situation.

Month-to-Month Tenancy

When a tenant rents a house, trailer, or apartment without a lease and pays rent monthly, it is considered a month-to-month tenancy. This means that the landlord agrees to supply housing and a tenant agrees to pay the agreed upon rent for a thirty day period. Each party is obligated to give a thirty day notice to terminate the rental agreement if the other party has lived up to his/her part of the agreement. The notice should be in writing. The thirty day period runs with the first day of the rental period. If a tenant pays rent weekly, a week-to-week tenancy is created and one week notice to terminate tenancy is required.

Non-Payment of Rent

If the tenant does not pay rent on time, the landlord has the right to demand immediate possession of the property; the thirty day notice provision does not apply. However, if the tenant does not leave, the landlord may not use self-help remedies. The landlord may not legally lock the tenant out, shut off utilities, or set the tenant's furniture outside the rented premises.

The landlord can legally file a Rent and Possession suit or a Wrongful Detainer suit in Associate Circuit Court asking for eviction of the tenant, past due rent, damages, and court costs. The tenant is served with court papers by the Sheriff's Department and a court date is set, usually two to four weeks later.

At Court the tenant can present evidence concerning the payment of rent, amount of damages, etc. If the Court gives the landlord a judgement for eviction, the Sheriff can be ordered to have the tenant and his/her belongings removed from the property. A judgement for rent, damages and/or costs can be executed through a garnishment of wages, attachment of bank accounts or non-exempt personal property, or liens on real estate.

Deposits

Deposits are generally considered to be for the purposes of damages; any other reason should be in writing. The landlord has thirty days after the tenant moves out to notify the tenant of the time and date the landlord plans to inspect for damages (the tenant may attend) and provide the tenant with an itemized list of damages and amount of rent due. If the balance of the deposit is not returned at the end of thirty days, the tenant can file an action in Small Claims Court in the county where the property is located or the landlord resides, asking for up to twice the amount wrongfully withheld and court costs.

Personal Property Retained by Landlord

Although not authorized by law, landlords occasionally lock up tenant's personal property because rent has not been paid. If informal negotiations do not work, the proper legal remedy is replevin. However, even if the client can obtain the services of an attorney to file a replevin action in Court, the property cannot be recovered before a court hearing unless a bond is posted. Low-income people usually cannot afford a bond or do not qualify for one, so the property may not be recovered for three to four weeks. The Court may award damages, but the landlord will counter-claim for past due rent.

Repairs and Maintenance

Most rental property in Missouri is not required to meet any standards; the exceptions are municipal code requirements in the metropolitan areas. A tenant cannot legally withhold rent to force the landlord to make repairs. Usually, if a landlord refuses to make repairs, the tenant's only option is to give thirty days notice and move. If the conditions are so bad as to make the property uninhabitable (i.e. no heat in winter, no water for several days), the tenant may not be required to give notice before moving, and may be able to sue the landlord in Small Claims Court for the balance of the month's rent and damages.

REMEMBER:

* Law enforcement officers will not help a landlord evict a tenant without the landlord filing suit and obtaining a court order first. They may serve and eviction notice or a summons to appear in Court.

*If a landlord and tenant become involved in an argument and threats are made, the police or Sheriff's Department should be called to keep the peace.

*If a landlord has threatened to lock a tenant out, the tenant should try to have someone stay in the house 24 hours a day until he/she moves to continue access and avoid litigation.

*If rented property has some defects (torn screen, hole in carpet, etc.) when a tenant moves in, the tenant should make a list of all defects, keep a copy and give a copy to the landlord. This may prevent the landlord from holding the tenant responsible for damages caused by previous occupants.

*Rental property that is part of an employment agreement is not always subject to the same rules or other housing agreements. Tenancies as a condition of employment can be terminated when employment is terminated. A tenant/employee in this situation should seek legal advice.

*LANDLORDS CANNOT LEGALLY USE SELF-HELP REMEDIES TO EVICT SUCH AS LOCK-OUTS, UTILITY SHUT-OFFS, OR CALLING POLICE. SEEK LEGAL ADVICE WHEN A DISPUTE WITH A LANDLORD OCCURS

TENANT RIGHTS AND OBLIGATIONS

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