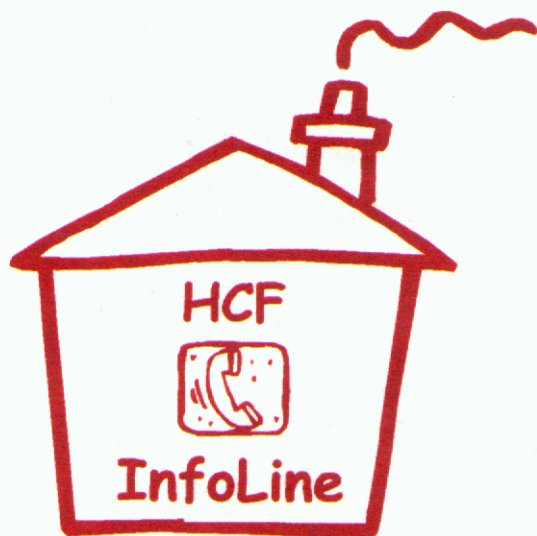
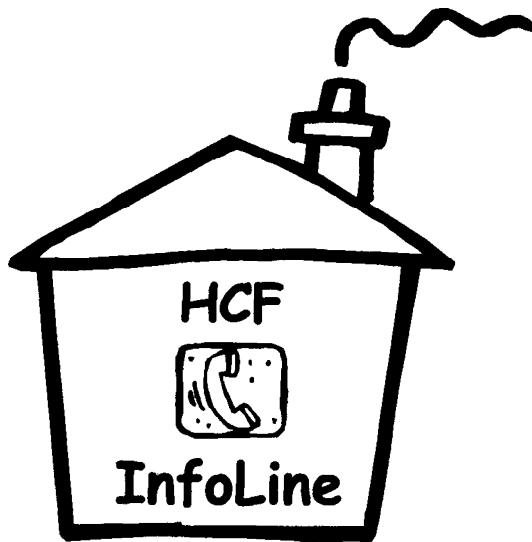


Tenant Survival Manual



By

Housing Comes First!



The Housing Comes First InfoLine Tenant Survival Manual

Why Read This Book?

If you do not own the place you live in, you are in good company. About 55 percent of St. Louis City households are tenants, as are 26 percent of the households in St. Louis County. Plus, there are more than 7,000 people in public housing, and approximately 10,000 in other government-assisted housing for both city and county.

As a tenant, you need the proper information to get fair treatment. **Housing Comes First** wrote this guide to help you learn about your rights and to give practical methods to enforce those rights. We also help individual tenants and groups of tenants who are having trouble with their landlords. You can call **Housing Comes First's Infoline** at **(314) 367-2993** if you need help.

As a landlord, you need the right information to start, maintain and end, a good landlord-tenant relationship. The right information will ensure that you have safe tenants who will not damage your property. The actions of you and your tenant are critical to safe and stable neighborhoods. Without good landlords, we won't have good tenants.

Housing Comes First was formed in 1995 to help tenants defend their rights. We work with other groups to protect rental housing and to get decent, affordable housing for everyone in Missouri. We also work hard to get more rights and better protection for tenants, and better communication between landlords and tenants. We believe that better landlord-tenant relationships will lead to safer, more stable neighborhoods where people live together in peace.

Bad landlord-tenant relationships lead to frequent moves, vacant properties, and

ultimately, a lack of care for the neighborhood. Tenants don't report maintenance problems, landlords don't fix problems promptly and housing conditions deteriorate. Tenants stop reporting crimes that their fellow tenants commit to the landlord and the police.

Good landlord-tenant relationships could change St. Louis and ultimately all of Missouri. Tenants are the eyes and ears of landlords, their first line of defense for their property. They live there 24 hours a day, so they know what the problems are better than anyone. When landlords and tenants work together — listening, talking, taking immediate action on each other's concerns, and reporting neighborhood problems to the police and other city agencies — they can turn troubled neighborhoods around.

This book can be boiled down to 3 main points:

1. Tell the landlord/tenant your concerns clearly and promptly;
2. Write down your concerns clearly, date it, keep a copy and give it to your landlord/tenant promptly;
3. Report your problem with your landlord/tenant to the appropriate agency promptly and follow-up until action is taken.

It's like Mom said, "Go tell your brother/sister why they are making you angry and talk it out!"

Good luck and call us when you need us if all else fails, or if you just need some feedback.



(3 1 4) 367-2993



Book published and printed 1998.

This book is not intended to be a substitute for legal advice. It is designed to inform you of your rights and responsibilities under Missouri law. When possible, you should always consult an attorney for legal representation and advice.

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Chapter 1:

Types of Rental Housing

The following sections briefly describe several different kinds of rental housing available. The laws and rules are different for each type of housing, but some basic rights are the same for all types of housing and renters.

Public Housing

Public housing developments are built by the government of a city or county. The government sets up the housing authority as its own municipal corporation which acts as the "landlord," and the tenant pays rent to the public housing agency. To be eligible for a public housing rental unit, the tenant must meet the income guidelines, apply for public housing, be accepted as a candidate, and pass a tenant screening check. Rules and guidelines set by the federal government determine who is eligible for a public housing unit, and how much the rent will be. Once a tenant obtains a public housing unit, the rent should not be more than 30 percent of the total income of the tenant. You apply for public housing at your local Housing Authority: St. Louis city (314) 531-4770; St. Louis county (314) 428-3200; Kansas City (816) 842-2440; or find the local housing authority's number in the blue government pages of your phone book.

To qualify for public housing, you must:

- Be at least 18 years old;
- Meet income guidelines

For St. Louis City:

A family of four can earn no more than \$36,700 a year;

A single person can earn no more than \$25,700 a year.

These figures are based on 1998 data. Call your local housing authority for updates and local guidelines.

There is often a waiting list for public housing units, reflecting the shortage of affordable housing in your geographical area. For example, there are approximately 2,000 families and individuals on the waiting list for St. Louis city. Depending on the number of bedrooms needed and location preference, the wait can be anywhere from 6 months to one year or more. The waiting list for the elderly and persons with disabilities is usually minimal. It is important to get your name on the waiting list.

Section 8

Section 8 is a federal housing program which provides rental assistance to families with low incomes who meet certain guidelines. Section 8 can be "project-based" where the person needs to apply for the subsidy at the building. Each building keeps its own waiting list and determines eligibility. Call your local Housing and Urban Development (HUD) office for a list of these buildings.

Tenant-based" Section 8 means that a person applies to the housing authority for the subsidy and the tenant receives a certificate or voucher to help pay their housing costs [St. Louis City Housing Authority: (314) 531-4770; St. Louis County: (314) 428-3200; Kansas City (816) 842-2440]. In the "tenant-based" Section 8 program, the tenant receives a certificate or voucher and must then find their own housing. There are many factors which can make it very difficult to find a landlord who will accept Section 8. Not all private landlords participate in the Section 8 program, and at this time they are not legally obligated to accept Section 8 certificates or vouchers. It is the tenant's responsibility to find a landlord who will accept the certificate or voucher. Many landlord's do not know the benefits of having Section 8 tenants, which includes timely receipt of rental assistance payments, access to housing authority prior addresses of the tenant when screening, and obtaining market rate rents. Tenants can try to educate prospective landlords about the program when seeking a new home.



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*(NOTE: Tenants who are in public housing or part of the Section 8 program may have additional rights and responsibilities, so these tenants **should check the extra information boxes** within each chapter of this book.)*

Tenants in both public housing and project-based Section 8 have the right to organize a tenant association. In addition to the rights of free speech and association in the Constitution which every tenant has, public housing and project-based Section 8 tenants have protections guaranteed by the U.S. Department of Housing and Urban Development (HUD) regulations. See Chapter 11 for more about tenant organizing.

Private Housing

Private housing is real estate that is owned by a person or company who receives payments ("rent") for the right to stay there directly from the tenant. Private housing owners do not receive money directly from the government. Private owners have to obey all federal, state, and local housing laws, but do not have to follow the extra guidelines and restrictions that are established for government-subsidized or public housing.

Mobile Homes

A mobile home, also called a manufactured home, is usually on a plot of land that has been rented from a mobile home park ('Trailer Park'). Other mobile homes are bought and placed on a person's private land. Residents of mobile homes may own their own home, however they often rent the home and the land on which it rests. The trailer park management may have some of its own rules and regulations, but most of the rights in this book also cover mobile home tenants.

A law particular to mobile home lots requires landlords to give 60 days notice before terminating leases. InfoLine has fact sheets available for you upon request.

Finding a Home

Before you look for an apartment, you should be able to answer several questions. These include: Where do you want to live? How much do you want to pay? How long do you intend to stay? Are necessary services, such as stores and schools, easily available?

After you have answered these questions, it will be possible to decide where to look for rental units, and which to look at. If you have answered the above questions before you begin a serious search, you will save yourself a lot of time looking. There is a shortage of affordable housing, so it may take you a lot of time to find an apartment.

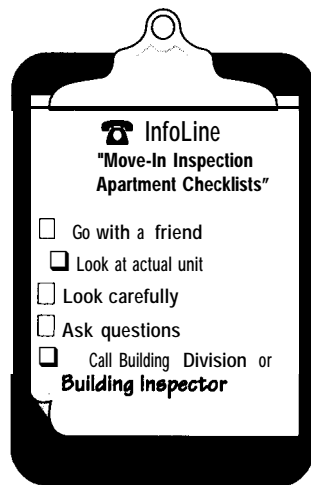
How to find out about available apartments: First, examine the want ads in the newspapers, the major newspapers and local ones. Many of the local journals you can get for free at local shops or the public library. Second, many landlords do not advertise rental units in the newspaper, so go to an area you would like to live in and look for "For Rent" signs. The phone number of whom to call will be on the sign.

When you're renting a new place, look very carefully. Ask the landlord to put the things you agree to in writing. This will help you avoid problems later on.

Protect Yourself Before You Move In

When you're looking at a place to rent, it's a good idea to do the following things BEFORE signing anything. Even if you are desperate, have little time, or staying with a friend/relative and therefore are technically homeless, it's important to ask yourself the right questions and protect yourself before anything negative may occur.

- ✓ Go with a friend. It helps to have someone else to witness what your landlord said.
- ✓ Landlords will sometimes show "model" apartments with new appliances, carpet, paint, etc., and say that your place will look "just like it." Don't accept this — look at the ACTUAL unit.
- ✓ Look carefully. Take your time. Check the appliances. Turn on the tap to make sure there's hot water. Flush the toilet. Check the doors and windows to make sure they lock. InfoLine has "Move-In Inspection/Apartment Checklists" available — call (314) 361-2993 to get a copy or swing by our office at 5300 Delmar (Westminster Presbyterian Church) to pick up a copy.
- ✓ Ask questions. Don't be afraid to ask as many questions as you want. Call your local county Circuit Clerk to see if they know anything about your prospective landlord. Ask the landlord if he or she lives in the neighborhood (and therefore cares about it!); ask how many other buildings they own (do they know the business?); ask if they have ever had a foreclosure on one of their properties before. If you can, talk to the other tenants or some neighbors



about the landlord. Ask them if everything in the building works okay. Ask how much the heating costs are during the winter. You can call the utility companies (Laclede Gas Company: 621-6960; AmerenUE: 342-1000 for St. Louis) with the address to get the previous year's utility bills for the unit.

- ✓ Call the local Building Division/Building Inspector to check and see if there are any existing code violations on the building or whether the landlord has a record of code violations. Explain your situation; tell the person at the desk that you want to make sure that a property you are thinking about renting is safe, livable, and that there are not any problems.

Remember, you must inspect the premises yourself. Don't expect the landlord to do it for you. Dishonest landlords may try to conceal defects. Honest landlords may not know about all the defects in the apartment they are renting. They will not have to live with the defects -YOU will. As said in the previous section, keep a checklist when you inspect the premises (HCF InfoLine has copies available — call us!).

Credit Checks

Your landlord can check your credit. They may ask for an application/processing fee, but be cautious about how much is being asked for. If you are refused an apartment because of your credit, you have the right to know why. The landlord should supply the credit report or give you the name and address of the credit company. The Fair Credit Reporting Act passed by Congress allows you to challenge the credit report and places the burden of establishing the accuracy of the report on the organization that reported it. Call the hotline for more information.

Get It In Writing

Ask the landlord or manager what the rent includes. Ask if the heat, lights, cable television, laundry, refrigerator, stove, storage or parking are included in the rent. Tell the landlord that you want a written agreement that lists the things included in the rent. If the landlord makes a promise to paint, clean or fix something, get that in writing too.

Always make sure:

- ✓ the lease is dated.
- ✓ the lease is signed by both you and your landlord.
- ✓ both you and your landlord put your initials beside any changes to the lease.
- ✓ the lease says the same thing you and your landlord agreed to when you spoke:
If you don't put it in writing, it is not part of the agreement. Many people have complained that the landlord "promised" to fix some things up, but never did. Although there are ways to get things fixed after you have moved in, save yourself the trouble and get all promises **IN WRITING!**
- ✓ you get a copy of the lease right away. If the landlord didn't give you a copy, write down immediately that you were denied a copy. If you brought a friend, have them sign it as a witness.

- ✓ the landlord or his agent's address and phone number as well as an emergency or after hours emergency number is on the lease. If the landlord won't give you his address, you can find it by looking up your property address at the Recorder of Deeds office at your city hall.
- ✓ Look at the "Negotiating Your Lease" section in Chapter 4 for more about leases.

Deposits

The landlord may ask you for some money before you move in so as to "hold" the unit for you and not offer it to anyone else. Be careful! If you pay a deposit and then change your mind, you might not be able to get your money back. Don't sign anything and don't give money to the landlord until all your questions are answered. Make sure you really want the place before you pay any money. Whenever you give the landlord **any** payment (cash, check, or money order), get a receipt! Sometimes people rely on the tracking number on money orders as verification of payment; the **most practical** thing to do is get a SIGNED receipt for a money order and keep it in a safe place with all your other receipts!

Lead Paint

If your home or building was built before 1978, the landlord must give you a pamphlet published by the Environmental Protection Agency (EPA) called Protect Your Family from Lead in Your Home. The landlord also has the responsibility of disclosing to you all known lead-based paint hazards in your unit and any reports from lead inspectors or the health department inspectors that have been made.

Also, leases must include warning language about lead hazards and signed statements by both you and the landlord explaining that these requirements were completed. These signed acknowledgments must be saved for three years as proof of compliance with lead paint regulations.

Landlords who fail to follow proper procedures may be held liable for triple the amount of damages.

Section 8 Information Box: A rental unit must pass a Section 8 inspection **BEFORE** a tenant can use a certificate or voucher for that unit. Tenants in the Section 8 program should **WAIT UNTIL THE UNIT PASSES INSPECTION** before signing a lease. Tenants who sign a lease will be bound by that lease even if the rental unit fails to pass inspection.

**If you were robbed,
you'd report *it* . . .**

Know Your Housing Rights

**In the City and County of St. Louis it is
illegal to consider race, color, religion,
national origin, sex, disability, or
family status in rental, sales, lending or
homeowner's insurance decisions.**

Don't Get Robbed of Your Civil Rights



**Metropolitan
St. Louis
Equal Housing
Opportunity Council**



1027 Vandeventer Ave., 4th Floor

1-800-555-3951

Chapter 3:

Discrimination: Can a Landlord Refuse to Rent to You?

This chapter provided by the **Metropolitan St. Louis Equal Housing Opportunity Council (EHOOC)**, The Chouteau Building, 1027 South Vandeventer Avenue, St. Louis, MO 63110; 1(800) 555-3951 or (314) 534-5800.

What Is Housing Discrimination?

- ☛ If a landlord offers options to one applicant and not to another, that is discrimination.
- ☛ If a landlord makes assumptions about a potential tenant — about their ability to pay, about their likelihood of being a “good” tenant, about their potential of causing problems — based on their race, disability, nationality, etc., that is discrimination.
- ☛ Even when discriminatory actions are not intentional, it may still be discrimination.

What Is The Fair Housing Act?

The Fair Housing Act is law that is comprised of Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments Act of 1988. The Fair Housing Act states that discrimination based upon your race, religion, disability, familial status, national origin, color or sex is illegal in the sale and rental of housing.

In Missouri and Illinois, some state and local housing ordinances also include legal source of income, ancestry, marital status, military status, sexual orientation, and unfavorable discharge from the military in the list of those “protected” under the fair housing law.

If someone acts in the following way because of your race, religion, disability, familial status, or other class listed above, then they are violating the Fair Housing Laws.

- ☛ Refusal to rent or sell housing to you
- ☛ Refusal to negotiate for housing with you
- ☛ Denial that housing is available or actually making housing unavailable
- ☛ Setting different terms, conditions or privileges for the sale or rental of housing
- ☛ Advertising that housing is available only to persons of a certain race, color, national origin, religion, sex, or persons without a handicap or children
- ☛ Blockbusting for profit, persuading owners to sell or rent by telling them that minority groups are moving into the neighborhood
- ☛ Denying or making different terms or conditions for a mortgage, home loan, insurance, or other real estate related transactions
- ☛ Threatening, coercing, or intimidating anyone exercising a fair housing right or assisting others in exercising those rights

What Housing Is Covered By The Fair Housing Act?

- ☛ Single family homes owned by private persons when a real estate broker and/or advertising is used to sell or rent homes
- ☛ Single family homes not owned by private persons (such as corporations or partnerships) even if a broker is not used to sell or rent the home
- ☛ -Multifamily dwellings with five or more units, including rooming houses and mobile home parks
- ☛ Multifamily dwellings with four or less units, if the owner does not live in one of the units

Housing NOT Covered By The Fair Housing Act:

- ☛ The law does not apply to non-commercial housing run by religious organizations and private clubs that limit occupancy solely to members.

If You Feel Your Rights Have Been Violated:

A The Metropolitan St. Louis Equal Housing Opportunity Council handles fair housing complaints serving the Metro-St. Louis region, which includes St. Louis City, and St. Louis, St. Charles, Franklin, and Jefferson Counties *in Missouri*. It also includes Madison, Monroe, and St. Clair Counties *in Illinois*. They will investigate your complaint, using testers if appropriate, and determine whether a violation of your fair housing rights has occurred. They will also assist you in pursuing your complaint through the methods available to you. There is no fee for this service. The number is (314) 534-5800, or 1-800-555-3951; TTY Missouri Relay (800) 735-2966 or Illinois Relay (800) 526-0844.

The Kansas City Fair Housing Center, 3033 Prospect, Kansas City, Missouri 64127 handles fair housing complaints in the Kansas City region. The office number is 816-923-3247 or 1-888-343-3247, TDD 816-923-0414.

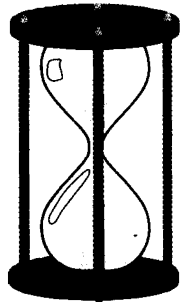
- ☛ The U.S. Department of Housing and Urban Development (HUD) will also take complaints, either by mail or phone. The phone number is 1-800-669-9777, TDD 1-800-927-9275.
- ☛ For other areas of Missouri, call HUD and ask them to direct you to the Fair Housing organization nearest you.

Time Limits

You must file a complaint under federal law within ONE YEAR of the discrimination event. State statutes have various time limits.

How Can I Prevent Discrimination?

- ☛ Treat everyone alike.
- ☛ Provide consistent and complete information to everyone.
- ☛ Make decisions based only on objective criteria.
- ☛ Do not make credit assumptions about potential tenants based on non-credit factors.
- ☛ Adhere strictly to established policies and practices.



How Can I Make Sure I Don't Discriminate?

- ☛ Know the law.
- ☛ Understand your own culture and personal bias.
- ☛ Manage your own feelings about differences in others.
- ☛ Learn about other cultures.
- ☛ Learn to communicate effectively.

Housing Comes First extends its gratitude to the Metropolitan St. Louis Equal Housing Opportunity Council for providing the preceding section.

Sexual Harassment is Another Form of Discrimination

Maneesha was having trouble paying bills on time. She decided to speak with her landlord to try to arrange a payment plan or to let him know that she was having financial problems. When Maneesha called the landlord to talk about the situation, he refused to speak to her about money over the phone and made an arrangement to meet with Maneesha at her apartment. When the landlord arrived, he did not seem to be very interested in discussing the details of Maneesha's proposed payment plan. The landlord put his hand on her shoulder, looked at Maneesha from head to toe, and with a smile said he was sure they could "work something out." Maneesha felt extremely uneasy, but did not know what to do.

Though it may sometimes be difficult to detect, sexual harassment, like the kind that Maneesha experienced in the above example, exists everywhere in society and is considered a form of discrimination under the federal Fair Housing Act. Although far less common than women's experiences with such forms of discrimination, men can be the victims of sexual harassment too.

In housing situations, sexual harassment takes place when a landlord or any of a landlord's employees behaves offensively towards a tenant on the basis of his or her sex or gender. When the landlord or landlord's employees bother a tenant in this way, the tenant becomes unable to properly make use and enjoy his or her apartment. Because very often women have to deal with sexual harassment at work and in their public lives, a woman's home should be the place where she is most able to feel safe and secure. Unfortunately, many women continuously experience sexual harassment by their landlords.

For this reason, it is important to be able to recognize and report any situations that may involve sexual harassment. Sexual harassment is illegal and can be stopped. Know your rights and document what has happened to you by writing a letter to the harasser, and pursue further action. Such situations may or may not involve sexual advances. The following could be examples of discriminatory sexual harassment:

1. A landlord asks for sexual favors in exchange for rent;
2. A landlord evicts a tenant or raises the rent because she stopped the landlord's sexual advances;
3. A landlord touches the tenant in a way that makes her feel uncomfortable;
4. A landlord frequently makes suggestive comments about a woman's appearance.

If you feel that you have experienced sexual harassment, you should call the Metro-

politan St. Louis Equal Housing Opportunity Council immediately and they will talk to you about what happened and the possibilities for taking action. (800) 555-3951.

Tenant Harassment

Tenant harassment is when management or owners:

- Interfere with tenants organizations;
- Discourage tenants in any way from participating in democratically run, self-governed, independent tenant associations;
- Harass tenant organizers;

Management or owners have harassed tenants in St. Louis by:

- Telling tenants not to participate in **the tenant** association;
- Forbidding invited tenant organizers entrance into complex;
- Circulating misinformation about tenant associations;
- Attempting to start a management-sponsored tenant association;
- Firing or otherwise negatively treating tenant employees as retribution for their participation in the tenant association;
- Offering tenant association officers or other tenant leaders favors, such as repairs, better apartments, and jobs;
- Evicting or otherwise formally punishing tenant leaders through endangering their lease;
- Attending tenant association meetings when uninvited or when asked to leave;
- Unfairly failing tenant leaders on apartment inspections;
- Refusing to meet with tenants and tenant association;
- Refusing a meeting space;
- Gossiping and spreading rumors about tenant leaders;
- Threatening tenants by telephone or in person about participating in tenant association activities;
- Sexually harassing tenants

Possible Solutions:

Management should, whenever possible:

- Allow tenants freedom of speech, association, and assembly;
- Follow the HUD regulations for subsidized housing;
- Communicate in writing with tenants;
- Verbally communicate with tenants at monthly meetings when invited;
- Meet with executive board of tenant association when invited;
- Provide a meeting space;
- Respond promptly to tenant association requests for maintenance;
- Not offer jobs or favors to tenants who hold office or are tenant leaders in the tenants association;
- Work with tenant organizers through the tenant association;
- Provide a yearly budget for expenses related to the tenant association.

Making the Lease, The Rental Agreement

When you rent a new place, you are making a contract. You and your landlord are both legally bound by it, even if it's just a spoken agreement.

What Is A lease?

A lease is a contract. It lists the rights, responsibilities and rules that you and your landlord agree to. It can be either written or oral. You are entitled to have a copy of any written lease you have signed.

There are two kinds of rental agreements:

- **Fixed-Term Lease:** the lease specifies the amount of time an agreement will last. Usually, these are in writing and last either six months or a year.
- **Month-to-Month Lease** (also known as Periodic Tenancy): the lease doesn't say how long the agreement will last — it will continue until either the tenant or landlord want to end the agreement. Sometimes these leases are in writing, but often they are oral agreement between the tenant and landlord. The "rental period" runs from one payment to the next, usually the first of the month through the end of the month.

Landlords will usually make sure the lease protects their interests, NOT yours. Make sure the agreement protects you, too.

Here are some ways to protect yourself:

- Make sure you understand what you are agreeing to. Read every word carefully. Do not sign the lease until you are sure about what it says. Get a friend to help you read and understand it if you need to.
- Make sure you know what your rent includes. Does it include parking, cable television, heat and light? Or do you have to pay for these things separately? Is this written down in the lease?
- Get a copy of the lease and keep it in a safe place. If the landlord breaks a promise, it will be hard for you to prove anything without your own copy.

Section 8/Public Housing/Subsidized Housing Information Box: Tenants in these programs may have strict regulations about having unauthorized people staying in the rental unit. These tenants should check with their administrative agency (housing authority, landlord, management) before allowing any unauthorized persons to move into the unit. In some instances, unauthorized people staying in the unit will result in eviction, or under the Section 8 program, possible loss of certificate or voucher. See "Friends or Guests" section in Chapter 5 for more information.

- Get your landlord's name, address, telephone number, and emergency numbers. You need to know who you are dealing with. Get the name and phone number of the manager or agent you talk with, too.

Things In A Lease

Some things are automatically included in every lease, like hot water and locks on the doors. These are basic rights for every tenant. Even if these things are not listed in your lease, you still have a right to them. Other things are "extras," like a laundry room. A lease includes the things a landlord agrees to provide. It also lists the rules you agree to, like where you can store things. Be sure to get the "extras" in writing.

Your landlord can't change the lease unless you both agree. For example, what if your landlord says you have to start paying extra for heat? He can't legally do that. If you have a spoken agreement, your landlord can't make you sign a written one that is different. You can take your landlord to court if he tries to change things in your agreement.

Illegal Parts of a Lease

There are some things a landlord can't put in a lease because they are illegal. For example, your lease might say "the landlord is not responsible for repairs and maintenance." This is illegal. The landlord is only not responsible for damage you cause, but he must keep the rental unit up to housing codes. The law cannot be changed by the lease. The lease might have a provision that states a landlord may lock you out if you fail to pay rent on time — this, too, is illegal and void. If you think part of your lease is illegal, phone the HCF ☎ InfoLine or your local legal aid agency. You are not agreeing to illegal things even if you sign the lease.



Negotiating The Lease

You can try to modify the lease the landlord gives you before you sign it. This way, the lease agreement can work for both you and the landlord. Remember, do not sign a lease unless you are willing to live up to everything included in it. If you think that some of the things that the lease requires are unfair, ask the landlord to change the lease. You can negotiate with your landlord by:

1. Crossing things out on the lease that you disagree with or would like to remove.
2. Writing or typing in the corrections you would like to make.
3. Writing in any necessary repairs or improvements that you listed during your walk-through that you would like made.
4. Make sure that EVERY change is initialed by you and the landlord; NEVER rely on spoken promises.
5. Keep a copy of the new agreement (with initialed corrections).

Though negotiating is a right that you have, landlords are not required to make the changes you want. You may have a difficult time convincing him or her. Approach this, carefully, politely and in a business-like fashion.

Roommates

Sharing an apartment can be a great way to keep living expenses down. However, it can also be a complicated and difficult situation for all involved. Each roommate can be held responsible for the others' actions and irresponsibility. If you plan on living with other people, choose your roommates CAREFULLY.

- ☛ Before allowing a roommate to move in, get the landlord's permission in writing. It is always a good idea to be honest with the landlord if someone is going to move in with you.

Each person who signs the lease is responsible for all of the rent unless the lease or rental agreement says otherwise. The legal term for this is called "joint and several liability." If one roommate doesn't pay his or her part of the rent, the landlord can hold the other roommate(s) responsible for all the rent. The landlord can file a court action to evict EVERY-ONE.

If your name is on a utility bill, the utility company can hold you responsible for the whole bill. If you move out, make sure the landlord agrees in writing to remove you from the lease. Otherwise, you will still be responsible for the rent.

For this reason, it is a good idea to sit down with your roommate(s) while negotiating the lease so everyone can be certain about their rights and responsibilities.

Security Deposits (Damage Deposit)

A landlord can ask you for a security deposit (also called a damage deposit) to cover the costs of damage or unpaid rent. Your landlord can only ask for a security deposit when you first agree to rent the place.

A security deposit is usually equal to one month's rent, and it CANNOT be more than two month's rent. This is a deposit on all the things that come with the rent. Your landlord can't ask you to pay extra deposit money for things like keys. Get a receipt no matter what type of payment you make (cash, check, money order).

To prevent problems that may occur later regarding security deposits, look over the "Protect Yourself Before You Move In" section in Chapter 2.

Section 8/Information Box: Many tenant-based holders of certificates or vouchers are astonished at the amount the landlord is asking for the security deposit. With deposits, rights and regulations come from Missouri law, not federal. Therefore, the landlord can ask for double the market rate value as a security deposit. Some social service agencies assist in finding funds for deposits. Call your local United Way for references.

Justine Petersen

Housing & Reinvestment Corporation

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Robert Boyle
Executive Director

During the Tenancy

· Most tenants have problems with housing at one time or another. It makes a big difference if you know your rights.

How To Protect Yourself

You do have rights! There are ways to protect yourself in every kind of rental situation. You should always:

- **Get everything in writing!** This means that not only should your lease be in writing, but also any promises your landlord makes. Keep a copy of your lease.
- Get receipts, especially if you pay cash. You need proof that you paid your security deposit and your rent. If your landlord doesn't have a receipt book, buy your own. If you pay by money order, keep the carbon copy in your records, but try to get a signed receipt.
- **Put everything in writing**, even if it's just a simple note on paper. This means everything you need or want from your landlord, like repairs. Always keep a copy of everything you send to your landlord with the date of your request and your name on it. You can also document a phone call by writing a simple note: "As mentioned on the phone today . . ."
- **Have a witness.** There are many situations that witnesses are extremely helpful. Ask a neighbor or friend to be your witness when you're:
 1. Moving in or out;
 2. When repairs need to be done;
 3. When you are illegally locked out;
 4. When your utilities are illegally shut off;
 5. When your privacy is being violated by intrusive acts. Get your witness to write down what they saw or heard, and get them to sign the statement. Even if they move away, you will have their statement if you need it later.
- Take photos. They are a good way to prove that something needs fixing. Put the date on the back of the photo, and have a witness sign it.
- Know your rights and responsibilities before you take action. By calling the HCF InfoLine, an advocate can discuss with you ways how to come to an agreeable solution with your landlord.

Tenants Working Together

Tenants often have a better chance of solving problems when they work together. Are you wondering if other tenants have the same problems as you? Try talking to people you meet in the halls or laundry room,

There **are** many things you can do together.

- You can share information about your rights as tenants.

- You can ask to meet with the landlord or manager. They may be more willing to listen to a group.
- You can send the landlord a letter signed by a group of tenants.
- You can find a group or individual in your community to help you. You can become a member of Housing Comes First and work to establish a tenant association for your block or building. Tenant associations are groups of tenants who work to solve common problems. Housing Comes First has advocates on staff to help tenants get organized. Chapter 11 has more about tenant associations. If you want to find out more about starting a tenant association, call InfoLine at (314) 361-2993.

Change of Ownership

If there is a change in ownership or management of your rental property, the new landlord or manager must give you his/her name and address. NEVER pay rent to a stranger. If it's a new owner, demand that you see the title or deed to the property stating the new owner. You can look up the owner of the property at the Recorder of Deeds at your city or county government offices.

Friends or Guests

Tenants have the right to have visitors. It's usually okay for grandma to stay for two weeks over the holidays, but it's another thing when her moving van shows up. A landlord cannot force you to pay extra rent for a guest. However, you cannot let other people start living with you without first getting permission from your landlord. If you do this, the landlord has the right to evict you for breaking the lease. **Check your lease** to see if it states anything about the amount of time a guest can stay or other restrictions on visitors.

Be ready to take responsibility for your guests' actions. You are responsible for what goes on in your home. If you are aware of your guests' behavior and allow it to happen, then you take responsibility. For example, if you are aware that a guest of yours is bringing, distributing or selling drugs in your apartment, and your name is on the lease, it will be considered your responsibility. If a guest plays music loudly and bothers your neighbors, you will be held responsible.

You cannot be held responsible for unexpected, isolated, random incidences. For example, if a thief breaks a window to get into your apartment, you should not be held responsible for fixing the window. It should be the landlord's responsibility and should not

Section 8/Subsidized/Public Housing Information Box: Tenants in the Section 8 program, in subsidized or in public housing should be particularly careful about allowing another person to stay in their rental unit. If it is determined that an unauthorized person is living in the unit, it may put the certificate, voucher or rent subsidy in jeopardy, and the tenant may face eviction. Some Section 8, subsidized housing, and public housing leases have written guidelines stating how long a guest may stay before they are considered a resident. Check your lease carefully for these guidelines and ask your building manager about guests before you move in.

affect your tenancy. Sometimes your landlord may try to hold you responsible for the damage. Ask for the landlord's cooperation in working with local officials to find the thief. Another example might be if you are a victim of domestic violence and damage is done to the property. Once again, ask for the landlord's cooperation in holding the perpetrator responsible.

Subleasing

In addition, you cannot sublease your place without permission. For example, if you're going out of town for the summer months, you cannot let your friend Joe move in and pay the rent. You might think, "Well, if the rent is being paid, what's the problem?" The first problem is that you didn't get the permission of the landlord, so he/she has a stranger living in their place. The second problem is that if Joe decides to trash the place, YOU are responsible for the damage. In other words, **DON'T SUBLEASE OR HAVE ADDITIONAL PEOPLE STAYING WITH YOU WITHOUT THE LANDLORD'S PERMISSION.**

A law, passed in 1997 by the Missouri legislature, allows a landlord to **DOUBLE THE RENT** if you let another person live in your unit without permission. Save yourself the hassle and get permission!

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Repairs and Services

The Tenant's Responsibilities

Simply put, your duties as a tenant are to comply with the terms in your lease. In addition, you have a duty to be considerate of the other tenants.

You have to keep your place clean. For example, you are expected to put your garbage out, instead of letting it pile up. Rats and roaches love garbage and dirty places, but you do not want them as new tenants!! They don't pay the rent!

You have to take care of your rental unit. Remember, when you leave, the apartment should be in the same condition it was when you entered. So whether or not it was an accident, you shouldn't damage, destroy, or vandalize any property. The landlord can force you to pay for these repairs. Also, it's okay to have your friends or guests over, but if they damage anything, it's YOUR responsibility because it's YOUR guest. Don't let your friends get out of control.

As a matter of good sense AND safety, you must use your plumbing and electricity in a reasonable way. Don't flush anything down the toilet but toilet paper, and don't have your stereo, TV, lamp, computer, and toaster oven all plugged into one electrical socket without a protector.

The Landlord's Responsibilities

Landlords must keep the place in good shape. They cannot take away services the tenant pays for.

Who is responsible for repairs and services?

The law says a landlord must keep a place healthy, safe, sanitary, secure, and in compliance with the local housing codes. The landlord has to make any repairs that are needed for your health and safety. The landlord is responsible for maintaining and repairing:

- . heating
- . plumbing
- . electricity
- . locks
- . walls, floors and ceilings (including water leaks or holes and lead paint hazards)
- . fire doors and fire escapes
- . elevators
- . common areas in multifamily buildings

Anything included in the lease must also be kept in good condition. For example, the landlord may be responsible for repairing:

- . refrigerator and stove
- . laundry facilities
- . furniture included in lease
- . garages and storage sheds

Your landlord CANNOT take away services included in your rent, like heat, gas or electricity, even if your lease doesn't mention them! If this happens, call the HCF InfoLine!! 361-2993!

If something needs to be repaired, tell your landlord right away. First, call your landlord — it's always good to begin by phoning the landlord or management and telling them about the problem. Whenever you talk to the landlord or manager by phone, write yourself a note describing the conversation and keep the note in a safe place.

Then, if nothing happens in a few days, ask for the repair in writing and keep a copy for yourself. Put your name, the landlord's name, the repair request and the date on the letter. Send it by certified mail. InfoLine advocates can help you draft a letter, and they even have sample copies they can send you - all you have to do is fill it in. If you don't tell the landlord about the problem and it gets worse, you may be held responsible.

Repairs and Rent Deduction

A law passed by the Missouri legislature (5441.234) allows a tenant who has lived in a unit at least six (6) months and their rent fully paid to make repairs that correct the conditions which violate local housing codes and then deduct the cost from the rent. Here's how it works:

1. Make sure you have been living in the unit for 6 months, that you have fully paid your rent, that you are not currently violating any part of your lease, and that you did not cause the damage.
2. Send a certified letter to your landlord requesting repairs be made and telling him/her that if the repairs are not done, you intend to make the repair at his expense. HCF InfoLine has form letters available.
3. If the condition has not been corrected in **14** days, you may have the work done. Then, deduct from the rent the cost of the work and submit an itemized statement of the cost with receipts to the landlord. The amount cannot exceed one-half of one-month's rent (or \$300 — whichever is greater).
4. If the landlord refutes the necessity of doing the repair within the 14-day period (he must disagree in writing), then you must have a government official's certification that a code violation exists. Have a building or health inspector come and inspect the problem. [Call the Citizen's Service Bureau or your Building Inspector's office to file a complaint. You can even e-mail your complaint through the St. Louis City government Website.] Ask the inspector to make a report of the violation and request a copy. The inspector should send a copy to the landlord. Send another certified letter to the landlord telling him about the inspection.
5. Then, if nothing is done in 14 days after that, you can have the work done and follow the steps in #3 above.



Once again, the law allows you to deduct only up to one-half of one month's rent over the whole year. If you are unable to use the protections of this law because the amount is too low to get the needed repairs done, lobby your state representative by explaining to them your problem and ask them to amend the law.

Keep in mind that the landlord is not required to pay for damage or repairs caused by you. For example, if you crack the wall by hitting it with a baseball bat, you will have to pay for that repair. Or, the landlord may make the repair, but charge you for it.

Rent Withholding

In cases where repairs need to be done, the previous section discusses the ways to deduct the repair costs from your rent. However, in some instances, if the condition of your apartment is very bad, or there is a clear violation of some other right you have, tenants have been able to withhold their rent. In the law, this is known as "Warranty of Habitability," where the landlord has let the building run down, dilapidate, and has not fixed any major problems to the point of making the home uninhabitable. Before doing this, you should FIRST write to the landlord, as described earlier in this chapter, explaining the things that need to be repaired.

If you do not pay your rent, the landlord may be able to evict you. Before deciding to withhold your rent, it is best to talk to a private lawyer or an attorney at Legal Aid. You should determine whether the problem(s) are a threat to your health or safety. A Building or Health Inspector can help you make this assessment. Taking pictures/photos will help you to show proof if it were ever to end up in court. Writing letters to officials and your landlord will also help to document a problem. **Keep copies!**

In order to reduce the possibility of being evicted if you decide to withhold your rent, you should deposit the money in a special bank account (not your regular checking or savings account), or purchase a money order before the date rent is due to prove you could have paid when rent was due. **BE SURE TO SAVE THE MONEY YOU ARE WITHHOLDING FROM THE LANDLORD.** Do not spend it! If the landlord does try to evict you and the case comes to court, the judge will be more likely to look favorably on your case if you can demonstrate that your normal rent money is available for payment to the landlord.

Receivership

Under Missouri law, if you have notified the code enforcement agency and they have determined that serious violations exist, the people living in two-thirds of the apartments in your building may complain and file a court action against the landlord. The court should then take action against the landlord and will sometimes require that your rent be paid to the court or a "receiver" instead of the landlord. The receiver, who is the person or company taking over control of the building, will be allowed to use the money to make repairs.

If you wish to do this, consult a private lawyer, Legal Aid, or call the HCF InfoLine to discuss two possibilities: 1. Speak to a phone advocate about the receivership law and process; or 2. Arrange for a tenant organizer to set up a meeting in your building.

Rent Strikes

In some cities, groups of tenants have gotten together and formed tenants unions or associations. These are similar to labor unions, and represent the tenants' point of view. Tenants, who are members of such organizations, have often withheld their rent (a "strike") in order to get the landlord to make repairs or change a policy. Doing this is a risk, since persons who do not pay rent are in danger of getting evicted, but it has sometimes been successful and there are ways to place the rent into an "escrow" account for protection.

You're Not Alone: Organize With Others

If you choose to use rent withholding, receivership, or rent strikes, you need to get other tenants involved to ensure the best chance of success. Forming a strong tenant association that will stand together will make your landlord act more quickly. It is much easier to ignore one person speaking up than it is to ignore a whole building of protesters. Housing Comes First can help you organize your building and get the media involved when publicity will help.

If after talking to other tenants this sounds like a possibility, call the HCF InfoLine to speak with a tenant organizer. (314) 361-2993.

"You're Not Alone; Organize With Others"



Chapter 7:

Privacy and Locks

Privacy is important to everyone. Your landlord can only enter your home with proper notice and a good reason.

Privacy In Your Home: When Can A Landlord Enter?

You have a right to privacy in your home. The common law protection is called the "Right of Quiet Enjoyment," which has to do with not being disturbed on your property.

Generally, your landlord is allowed to enter your place, with notice, under these circumstances:

- To make repairs or maintenance;
- To show the unit to a prospective tenant toward the end of the lease;
- In an emergency, like a fire or flood;
- To make an inspection to see if you are violating your lease or have people staying without the landlord's permission;
- If the landlord believes you have abandoned the property.

Illegal Entries

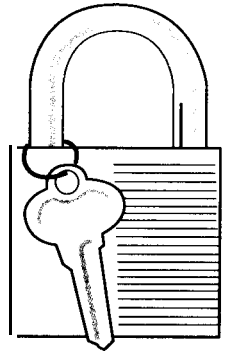
Responsible landlords should give a tenant at least 24 hours written notice or through a phone call when they want to enter your apartment, saying what hour they want to come in and giving you a good reason to do so. It should be at a time when you are home, not when you are at work.

If you feel your landlord is abusing this policy, entering whenever s/he feels like it or repeatedly not getting your permission, TAKE ACTION!

1. Call InfoLine at (314) 361-2993 to speak to an advocate about how to prevent this from recurring.
2. Write your landlord a letter and tell him you do not appreciate him coming into your apartment without your permission and without a good reason.
3. If a friend or neighbor saw your landlord entering while you were not home and without your permission, ask them to write down what they saw and both of you should sign it. Make copies and keep them in a safe place.

Another note about GUESTS:

If your landlord suspects you are breaking the lease because of a long-term guest, it's reasonable s/he would want to make an inspection. Just by telling your landlord "It's my guest" does not mean you have the right to let the person stay at your place.



Locks

Sometimes, if a tenant feels management or maintenance are entering the unit without permission, there is a temptation to

change the locks. This cannot be done without permission. You or your landlord cannot change the lock on your door or to the building unless you both agree it's okay. In an emergency like a break-in, your landlord can change the lock. They must give you the new key.

Changing Locks

You may want to change your locks for personal reasons. You need the permission of the landlord before you do so. Make sure you get it in writing if s/he agrees.

Lock Outs

The landlord can't change the locks or lock you out because you haven't paid the rent. He must have a court order or he is liable for "forcibly entering" your apartment. It is illegal for the landlord to:

- . Change the locks;
- . Remove your property and place it off the premises without a final court order allowing this. The exception to this rule is if s/he has a reasonable belief that you will not return to the unit, the rent is 30 days overdue, and you have not responded to his/her written "notice" of abandonment;
- . Take off or board up the doors and windows;
- . Shut off utilities to force the tenant out (look at section below);
- . Refuse to give you the key after signing a rental agreement.

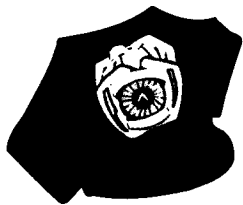
If your landlord locks you out, you should do the following:

- . Call the HCF InfoLine or Legal Aid IMMEDIATELY! It is a good idea to hand deliver a letter to the landlord stating the law. The HCF InfoLine has a sample form letter available. If you are without transportation, a tenant advocate may be able to bring one to you.
- . Call the landlord or manager. Hand deliver the letter.
 - a. Explain that by locking you out the landlord has violated Missouri state law which poses civil liabilities.
 - b. Ask them to arrange to let you back in.
 - c. Bring someone with you to act as a witness.

If the landlord refuses to let you back in, call the police immediately.

- a. Explain the situation.
- b. Remind the police officer of the law (441.233) and tell him or her you want to file a criminal complaint. Make sure you get his or her badge number so that you can contact him or her if you have to go to court later.
- c. Ask the police officer to call the landlord and arrange for the three of you (you, the landlord/manager, and the officer) to meet at your apartment and let you in.
- d. Sometimes police officers don't like to deal with these issues or don't know the laws themselves. Don't get discouraged! Have a copy of your letter ready or get a copy of the law from InfoLine to show the officer.

- . If the landlord still refuses or has "disappeared," call a private lawyer or Legal Aid.



If your landlord locks you out, and you have personal belongings that are missing or destroyed as a result, contact a private lawyer or Legal Services. Your lawyer may be able to sue the landlord for you and may be able to get money damages.

Utility Shut-Offs

If it is your landlord's duty to provide the utilities (gas, electric, water), s/he CANNOT shut off these to force you out of your apartment. If you are sure your landlord has shut off the utilities on purpose, you should do the following:

- . Call InfoLine IMMEDIATELY! It is a good idea to hand deliver a letter to the landlord stating the law. InfoLine has copies available for pick up. If you are without transportation, a tenant advocate may be able to bring one to you.
- . Call the landlord or manager. Hand deliver the letter.
 - a. Explain that by shutting off the utilities the landlord has violated Missouri state law which poses civil liabilities.
 - b. Ask them to arrange to have them turned back on.
 - c. Bring someone with you to act as a witness.
- . If the landlord refuses to turn the utilities back on, call the police immediately.
 - a. Explain the situation.
 - b. Remind the police officer of the law (441.233) and tell him or her you want to file a criminal complaint. Make sure you get his or her badge number so that you can contact him or her if you have to go to court later.
 - c. Ask the police officer to call the landlord and arrange for the three of you (you, the landlord/manager, and the officer) to meet at your apartment and discuss the situation.
 - d. Sometimes police officers don't like to deal with these issues or don't know the laws themselves. Don't get discouraged! Have a copy of your letter ready or get a copy of the law from InfoLine to show the officer.
- . If the landlord still refuses or has "disappeared," call a private lawyer or Legal Aid.

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Chapter 8:

Rent Increases

There is no rent control in Missouri (except in public or subsidized housing) which means that the landlord can raise your rent as much as he or she wants. To increase the rent, the landlord has to follow several rules.

Fixed-Term Leases

A term lease, usually for a year or six months, almost always involves fixed rent: rent that cannot be changed during the lease period. The rent cannot be raised during a fixed-term lease unless the written agreement allows for an increase.

Month-to-Month Leases

In periodic leases, such as month-to-month agreements, the landlord can raise the rent only after giving you proper notice of at least one month's written notice, from rent day to rent day ("one rental period").

For example: Let's say you are a month-to-month tenant and normally pay rent on the first of the month. Thus, your landlord must give you written notice before January 31 that your rent will increase on March 1.

You can argue against the increase in rent with the landlord if one of the following reasons apply:

- . The increase in rent is evidence of the landlord's retaliation against you;
- . The landlord didn't give you proper written notice; or
- . The increase in rent is evidence of discrimination.

Even if you do not have a lease, the landlord may not raise the rent unless he or she gives you one month (rent day to rent day) notice before the new rent is to begin. It is possible that leases/rental agreements can be week-to-week; in these instances, increases in rent (and notices to vacate) only require one week's notice.

NOTE: If you are a member of a "protected class" (see Chapter 3 on "Discrimination") and the landlord of a multifamily building raises the rent in your unit and not in another person's, this may be evidence of discrimination. However, the landlord is not required to charge the same amount of rent for similar units.

Section 8/Public Housing Information Box: Most tenants in the Section 8 program or in Public Housing can have only their portion of the rent (which is 30 percent of their income) increased if their income goes up. Contact your property manager to get the federal income guidelines for rent increases or InfoLine for more information.

Evictions

In Missouri, it is not legal for a landlord to evict a tenant without first going to court and serving the tenant with process of court proceedings. There are two types of court proceedings used in Missouri to evict people from rental units, one called "Rent and Possession" and the other "Unlawful Detainer"

Why Does The Landlord Want To Evict You?

1. You have not paid your rent.
2. You have damaged property.
3. You have broken one of the terms of your lease.
4. You have engaged in illegal activity.

Try To Work It Out

If you know you are going to have problems paying the rent, it's best to let your landlord know up front and see if the two of you can work something out. Negotiating with your landlord is much less expensive than getting lawyers involved, and less hassle than dealing with the courts — but it's not easy! You can only imagine a landlord's anger because they're not getting the rent on time. But understanding landlords may be willing to work out an arrangement, like a payment plan.

For example, Rodney lost his job in February and knew he wouldn't be able to pay the \$400 rent due on March 1st before he could get a new job. So he called the landlord and explained the problem. After the two talked, they decided he could pay \$100 on March 1st, then \$500 for the following three months.

Remind your landlord that money and time can be saved if the two of you can work it out. Whatever your agreement, get it in writing! Working it out will benefit you because you won't have a court action on your credit report which will happen if your landlord files an eviction against you.

Can The Landlord Just Throw Me Out?

The landlord cannot just come over and throw you out! In order to get you out of the rental unit, the landlord *must* get a judgement in court first.

If someone attempts to remove you physically from the apartment without court authorization, call the police. Look at Chapter 7 on "Lockouts" to see what action to take if this occurs.

It Might Not Be An Eviction: Asking You To Move

If you have a month-to-month lease, the landlord is required by law to give you one month's ("rent day to rent day") written notice if he does not want you living there any more. This can be done in a letter. For example, if the landlord wants you out by March 1st, "notice" must be given to you on or before January 31 st.



If you have a fixed-term lease, no notice is required. Although it is rare in Missouri, some leases may automatically renew year after year; in this instance, sixty (60) days notice is required to terminate the lease.

In either case, these are not evictions and therefore, they do not go on your permanent record if the landlord doesn't need court action to get you to move. However, if you fail to leave by the deadline, the landlord can begin eviction proceedings against you and this information can become part of your credit report.

Eviction Proceedings

Once again, a landlord cannot evict you without a court order. To get a court order, the landlord will file a lawsuit in a court of law .

In Missouri, there are two types of eviction cases. When the tenant hasn't paid the rent, it is normally a "Rent and Possession" lawsuit. In other circumstances, like when a tenant breaks the lease, or stays after expiration of the lease, it is an "Unlawful Detainer" lawsuit.

Rent and Possession

When the landlord wants you out because you can't pay rent, s/he will file a "Rent and Possession" lawsuit. You will receive a court document (called a "summons") letting you know there is a lawsuit against you, and when and where you must appear in court. If you receive one of these, call the HCF InfoLine or Lgal Aid IMMEDIATELY. We will help you figure out the best steps to take, help you contact an attorney, or help you represent yourself in court. DO NOT IGNORE THE SUMMONS. If you do, the landlord will get both his place back AND all the money you owe him.

"Redemption" -One Way To Stop An Eviction

If you pay the rent you owe and some additional court costs (i.e., filing fees) ON or BEFORE the day of trial, your eviction case will be dismissed. It won't automatically be dismissed — you must be sure that your payment is reflected in a court document that actually dismisses the case. Sometimes people pay the money owed and the landlord promises to take care of it and then never dismisses the case. Make sure you get a dismissal or consent agreement from the court.

Public Housing Information Box: Tenants in Public Housing must be notified at least 14 days before the housing authority files an Unlawful Detainer action. The notice must state specifically why an eviction will be sought. Tenants in Public Housing may have the right to request an informal hearing and then a formal hearing, if necessary. [Note: For some violations such as "criminal activity," there is no requirement of a hearing. But even if you're told "One Strike, You're Out," seek legal counsel because you may have a viable case in court.] Even if a tenant loses at the hearing, the Housing Authority must still get a court order to legally evict the tenant. Check with InfoLine, Legal Services, or the Public Housing Authority to get more information on tenant rights in an eviction proceeding.



Unlawful Detainer

Landlords may try to evict you for reasons other than not paying your rent. These reasons might include breaking the terms in the lease, damage to the apartment, or remaining in the apartment after the lease has expired (called "Holding Over").

With this type of eviction, you also receive a summons. Call the HCF InfoLine or Legal Aid and make sure you show up in court to yourself.

It's important to know that if you decide to stay on the property after your lease has expired, and the landlord files an Unlawful Detainer in court, you may have to pay **DOUBLE THE RENT** as damages if the landlord wins.

After Court

If the judge orders you to move, expect the sheriff to show up at your door as early as 10 days after the judgment.

Project-Based Section 8 Information Box: You **MUST** be warned that your conduct could lead to eviction before you can be served with an eviction notice. You must be given written notice of the **PROPOSED** eviction. The notice should include the reasons for eviction, information about your right to a court defense, and information about your right to 10 days for discussing the proposed eviction with the landlord. **NOTE:** You cannot be evicted for legal activities you engage in, such as organizing a tenants association or speaking to the press about the landlord.

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Housing Comes First

Tenant Organizing

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Chapter 10:

Moving Out

-Tenants often have a hard time getting back their security (damage) deposits. You can protect yourself.

If You Plan To Move Out

If you plan to move out and you are a month-to-month tenant, you must give at least one month's notice (rent day to rent day) to your landlord for month-to-month leases. Your notice must be written, including your name and address, the date you want to move out, and your signature. You must move out by midnight on the last day of the month, unless you and your landlord agree on some other time. Fixed-term tenancies do not require notice, but it is a good practice to do so anyway, especially so you can both agree to do a move-out inspection.

Giving Notice

It is best to give notice to your landlord in person, to make sure they get it. If you are mailing your notice, send it far in advance to make sure your landlord receives it in time. Keep a copy for yourself. You can also send your notice by certified mail. This will prove your landlord received it.

Breaking Your Lease

If you intend to move out before the end of your lease ("break the lease"), notify the landlord as soon as you know definitely that you want to move out. Your landlord might try to make you pay for the months left on the lease. Most landlords will be willing to let you break your lease in exchange for payment of additional money to compensate them for the trouble of finding a new tenant. If the landlord agrees to your breaking the lease, get it in writing and keep a copy in your files.

Cleaning When You Move

Tenants are responsible for cleaning and repairing their own damage before they move out. Even if the place was dirty when you moved in, you must make sure it's clean when you move out. It's important to agree with the landlord what cleaning should be done at the beginning of your move out process.

The landlord is responsible for "normal wear and tear." If something wears out over months or years of normal use, you don't have to pay for it. You don't have to paint walls unless you or your guests have damaged them. For example, magic marker or crayon marks on the walls is damage caused by you, even though you might think it's "normal." You might have to clean your carpets or drapes, depending how long you have lived



there. Large stains caused by you might be your responsibility, and it is important you and your landlord agree as to the causes.

There are no clear-cut definitions stating what normal or ordinary wear and tear involves. Usually, it depends on a number of factors, including the length of time you have lived in the unit and the original condition of the unit. Though "normal wear and tear" might be difficult to define, some examples might be: small holes in the wall from hanging pictures or plants; scuff marks on linoleum or wood floors; worn carpet in places that get a lot of traffic.

The HCF InfoLine has "Move-Out Inspection" forms to help you during the inspection.

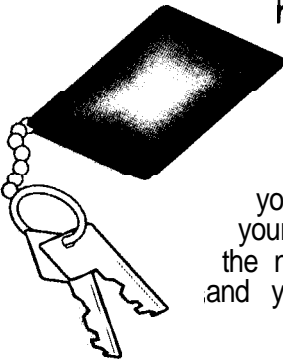
Getting Your Security Deposit Back

You have the right to get your full security deposit back, unless there is damage or you owe rent.

Sometimes tenants who anticipate difficulty in recovering their deposit do not pay their last month's rent. While this is technically illegal, it is common in Missouri. You cannot use your deposit to pay part of the last month's rent, unless the landlord agrees. If your landlord does agree, get it in writing.

There are several things you can do to get your deposit back:

- Before you move out, get the landlord to inspect the premises in your presence, making a list of any damage. The landlord must give you reasonable notice in writing or by telling you in person of the date and time an inspection of your apartment will happen. The inspection must be held at a reasonable time and you have the right to be present at the inspection. Ask that s/he return the entire security deposit except for that portion necessary to repair damage s/he discovered in your presence. Give her/him your forwarding address so he knows where to send the deposit.
- Make a written request that the landlord return the security deposit. An HCF, InfoLine advocate can help you include the proper information. Or, InfoLine has letters "ready to go" that can be sent to you upon your request. The landlord must return the full deposit in 30 days, or provide you with a list of damages for which the deposit is being withheld.
- If the landlord *wrongfully* withholds all or part of the security deposit, the tenant has the right to file a lawsuit for double the amount wrongfully withheld. You may wish to contact a private attorney, Legal Aid, or look into small claims court. An advocate can give you tips about filing in Small Claims court.



KEYS

Moving out includes returning the keys to the landlord. Be sure you return the keys of the dwelling to the landlord before the end of your rental term. Get a receipt when you give up the keys that states the name and signature of the person who accepted the keys, the date, and your signature.

Chapter 11:

Tenant Organizing

Knowing The Law Is Not Enough – We Need To Organize!

Single tenants, by themselves, do have some legal rights that can be used to get some things done and to protect their interests. But, as has been indicated in the previous chapters of this book, many of the laws are vague and often favor the landlord. In addition, many situations aren't even covered by the law.

People who want decent homes at reasonable prices will have a much better chance for success if they work together. In many places, tenants have joined together to form tenant associations which represent their interests and present their demands to landlords. Landlords have been far more responsive to the group pressure of tenant associations than to the pleas of individual tenants.

Any attempt to force your landlord to make needed repairs, whether by requesting them of the landlord, housing inspections, law suits, rent strikes, or direct action will be more effective when done by a group of tenants. Tenant associations are also much more likely to achieve lasting changes. Instead of settling for "quick-fix" repairs that landlords might make for individual tenants, tenant associations can have an ongoing effect on maintenance, management policies and practices, and rent levels.

A good place to start is by calling the Housing Comes First InfoLine to talk about the problems you are experiencing. Hotline advocates are volunteers trained in Missouri landlord and tenant rights.

Housing Comes First publishes an Organizer's Cookbook that explains how to organize a housing complex from beginning to end. The cost is \$5.00. Call to get more information about it and other important tenant organizing resources.

Housing Comes First also has meetings which you can attend where you can meet other tenant leaders. Again, call for information and to get on the mailing list.

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