{%p set answer\_title = “Defendant’s Answer and Affirmative Defenses” %}

{%p if original\_hearing\_date\_past %}

{%p set answer\_title\_full = answer\_title + “\nWITH MOTION FOR LEAVE TO FILE RESPONSIVE PLEADINGS” %}

{%p else %}

{%p set answer\_title\_full = answer\_title %}

{%p endif %}

{{p include\_docx\_template('include\_caption.docx',caption\_title = answer\_title\_full) }}

{%p if original\_hearing\_date\_past %}

**MOTION FOR LEAVE TO FILE RESPONSIVE PLEADINGS**

{{ tenant\_doc\_name }} seeks leave to file {{ answer\_title }} pursuant to § 517.031 RSMo.

{%p endif %}

**ANSWER**

{{ tenant\_doc\_name }} files no answer. However, all allegations of {{ landlord\_doc\_name }}’s petition are denied pursuant to § 517.031 RSMo.

**AFFIRMATIVE DEFENSES**

{{ tenant\_doc\_name }} requests {{ landlord\_doc\_name }}’s claims be dismissed because of the affirmative defenses the Tenant has marked below:

1. {%p if defense\_rent\_pleading\_requirement %}
2. {{ landlord\_doc\_name }}’s Petition fails to provide the strict details required for a rent and possession case. The {{ landlord\_doc\_name }}’s Petition does not make a proper claim for rent and possession because:
   1. {%p if petition\_alleges\_nonrent %}
   2. it contains non-rent charges only and claims no actual rent
   3. {%p endif %}
   4. {%p if not petition\_states\_rent\_amount or not petition\_states\_rent\_periods or not petition\_states\_terms\_of\_lease or not petition\_states\_demand\_made or (trial\_court\_county == “St. Louis County” and not petition\_separates\_nonrent) %}
   5. it does not contain
      1. {%p if not petition\_states\_rent\_amount %}
      2. the amount of rent due at the time of filing
      3. {%p endif %}
      4. {%p if not petition\_states\_rent\_periods %}
      5. the rental periods allegedly owed in order to calculate the total actual rent owed
      6. {%p endif %}
      7. {%p if not petition\_states\_terms\_of\_lease %}
      8. The terms of the lease
      9. {%p endif %}
      10. {%p if not petition\_states\_demand\_made %}
      11. A statement that actual demand for rent was made to the {{ tenant\_doc\_name }} or occupant of the premises
      12. {%p endif %}
      13. {%p if trial\_court\_county == “St. Louis County” and not petition\_separates\_nonrent %}
      14. a proper itemization of money damages that separates the non-rent claims (such as late fees, interest, utilities, parking fees, and other non-rent items) from the total actual rent {{ landlord\_doc\_name }} is demanding.
      15. {%p endif %}
   6. {%p endif %}
3. {%p endif %}
4. {%p if defense\_lease\_not\_attached %}
5. Plaintiff’s statement (the Petition) is missing all terms of or an attachment of the written lease or other written instrument(s) Plaintiff’s claims rely upon, in violation of MRCP 55.22.
6. {%p endif %}
7. {%p if defense\_tender\_refused %}
8. The Plaintiff  refused to accept all or some of the rent alleged due in this case.
9. {%p endif %}
10. {%p if defense\_rent\_payment %}
11. Defendant has paid all, or a portion of the amounts allegedly owed.
12. {%p endif %}
13. {%p if defense\_settlement %}
14. Plaintiff  agreed to a settlement, and Defendant complied with the terms of the settlement.
15. {%p endif %}
16. {%p if defense\_lease\_signed\_under\_duress %}
17. Unfair duress by {{ landlord\_doc\_name }} caused {{ tenant\_doc\_name }} to sign the lease.
18. {%p endif %}
19. {%p if defense\_fraud\_lease %}
20. {{ landlord\_doc\_name }} or an agent of {{ landlord\_doc\_name }} made false statements to trick {{ tenant\_doc\_name }} into accepting the lease.
    1. Specifically {{ landlord\_doc\_name }} (or {{ landlord\_doc\_name }}’s agent) told {{ tenant\_doc\_name }} prior to leasing:
       1. {%p for statement in false\_promises %}
       2. {{ statement }}
       3. {%p endfor %}
    2. {{ landlord\_doc\_name }}’s statement{% if false\_promises.number()>1 %}s were{% else %} was{% endif %} false.
    3. Without the false statement{% if false\_promises.number()>1 %}s{% endif %} {{ tenant\_doc\_name }} would not have entered into the lease.
21. {%p endif %}
22. {%p if defense\_liquidated\_damages\_late\_fees %}
23. The late fees being requested, are an unfair penalty and not liquidated damages. Therefore, {{ landlord\_doc\_name }} is not entitled to the late fees.
24. {%p endif %}
25. {%p if defense\_breach\_of\_cqe %}
26. Breach of CQE / privacy of tenant.
27. {%p endif %}
28. {%p if defense\_estoppel\_illegality %}
29. {{ landlord\_doc\_name }} should not benefit from the lease when {{ landlord\_doc\_name }} has not followed applicable codes, regulations, ordinances, and statutes. {{ landlord\_doc\_name }}'s failures to comply with residential housing requirements include, but are not limited to:
    1. The premises is not “up to code” in certain respects, and/or
    2. The Plaintiff has failed to comply with city, county, or state ordinances, regulations, or laws relating to the condition of the premises and/or
    3. The Plaintiff has not obtained a valid occupancy permit, or has allowed the pre-existing permit to lapse during the tenancy.
30. {%p endif %}
31. {%p if defense\_breach\_of\_habitability %}
32. {{ landlord\_doc\_name }} breached the implied warranty of habitability included in all consumer leases of dwellings.
    1. The condition of the premises adversely affected Defendant’s life, health or safety and rendered the dwelling uninhabitable in whole or in part, including but not limited to the following issues:
       1. {%p if warranty\_breaches['is\_not\_lockable'] %}
       2. Has windows and/or doors that are not lockable, or the Defendant cannot lock them;
       3. {%p endif %}
       4. {%p if warranty\_breaches['is\_infested'] %}
       5. Is infested with bugs or vermin through no fault of the Defendant
       6. {%p endif %}
       7. {%p if warranty\_breaches['is\_inadequate'] %}
       8. Has inadequate or no heating, cooling, light, or electricity
       9. {%p endif %}
       10. {%p if warranty\_breaches['has\_electrical\_problems'] %}
       11. Has electrical problems that render the home unsafe
       12. {%p endif %}
       13. {%p if warranty\_breaches['has\_plumbing\_problems'] %}
       14. Has plumbing not in working order or is subject to flooding.
       15. {%p endif %}
       16. {%p if warranty\_breaches['has\_standing\_water'] %}
       17. Has standing water or sewage
       18. {%p endif %}
       19. {%p if warranty\_breaches['has\_structural\_issues'] %}
       20. Has dangerous structural issues
       21. {%p endif %}
       22. {%p if warranty\_breaches['other'] %}
       23. Other: {{ warranty\_breach\_other }}
       24. {%p endif %}
    2. {{ landlord\_doc\_name }} or another person or entity notified {{ landlord\_doc\_name }} of the defects in habitability.
    3. {{ landlord\_doc\_name }} failed to make the repairs in a reasonable amount of time.
    4. {{ landlord\_doc\_name }}’s breach of the warranty of habitability provides a defense for non-payment of rent.
33. {%p endif %}
34. {%p if defense\_foreclosure %}
35. {{ landlord\_doc\_name }} foreclosed, no notice of foreclosure? (find legal basis)
36. {%p endif %}
37. {%p if defense\_new\_owner\_failed\_to\_provide\_notice\_of\_sale %}
38. Prior owner of premises sold to {{ landlord\_doc\_name }}. But {{ landlord\_doc\_name }} did not provide {{ landlord\_doc\_name }} the required statutory notice of the sale. Therefore, no rent is owed per RSMo. § 535.081.
39. {%p endif %}
40. {%p if defense\_unrepresented\_corporation %}
41. {{ landlord\_doc\_name }} making this rent and possession case is a fictitious entity (a trust, limited liability company, corporation, etc.) but a non-lawyer signed the rent and possession Petition. This non-lawyer cannot represent {{ landlord\_doc\_name }} in court, making the Petition a nullity.
42. {%p endif %}
43. {%p if defense\_no\_landlord\_tenant\_relationship %}
44. There is no landlord – tenant relationship between {{ landlord\_doc\_name }} and {{ tenant\_doc\_name }} in this case.
45. {%p endif %}
46. {%p if defense\_excessive\_rent\_for\_subsidized\_housing %}
47. {{ tenant\_doc\_name }}’s rent is subsidized and {{ landlord\_doc\_name }} illegally charged {{ tenant\_doc\_name }} excessive rent, or rent owed by the Housing Authority or HUD and not {{ tenant\_doc\_name }}.
48. {%p endif %}
49. I have set forth reasons for dismissal of {{ landlord\_doc\_name }}’s action against me, but other reasons may also exist.

{{ tenant\_doc\_name }} requests the Court dismiss {{ landlord\_doc\_name }}’s Petition, and grant any other relief that is proper.

{{p include\_docx\_template('include\_signature.docx', certificate\_of\_service\_type =”short”) }}