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

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

{%p set answer\_title\_full = answer\_title + " With 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 following affirmative defenses:

1. {%p if defense\_rent\_pleading\_requirement %}

Landlord failed to state a claim for rent and possession

1. {{ 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 %}
2. {%p endif %}
3. {%p if defense\_lease\_not\_attached %}

Landlord has failed to comply with M.R.C.P. § 55.22

1. 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.
2. {%p endif %}
3. {%p if defense\_tender\_refused %}

Landlord refused Tenant’s tender of rent

1. The Plaintiff  refused to accept all or some of the rent alleged due in this case.
2. {%p endif %}
3. {%p if defense\_rent\_payment %}

Tenant has paid the rent allegedly owed

1. Defendant has paid {{ rent\_amount\_paid }}of the amounts allegedly owed.
2. {%p endif %}
3. {%p if defense\_settlement %}

Landlord and Tenant entered into a settlement agreement and Tenant has complied with the settlement’s terms

1. Plaintiff  agreed to a settlement, and Defendant complied with the terms of the settlement.
2. {%p endif %}
3. {%p if defense\_lease\_signed\_under\_duress %}
4. Unfair duress by {{ landlord\_doc\_name }} caused {{ tenant\_doc\_name }} to sign the lease.
5. {%p endif %}
6. {%p if defense\_fraud\_lease %}

Landlord’s fraudulent promises induced Tenant to enter the lease

1. {{ 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.
2. {%p endif %}
3. {%p if defense\_liquidated\_damages\_late\_fees %}

The late fees attached to the Landlord’s Petition are an unfair penalty

1. The late fees being requested, are an unfair penalty and not liquidated damages. Therefore, {{ landlord\_doc\_name }} is not entitled to the late fees.
2. {%p endif %}
3. {%p if defense\_estoppel\_illegality %}

Landlord is estopped from enforcement of the lease because it has violated Missouri law

1. {{ 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. {%p if estoppel\_breaches['not\_up\_to\_code'] %}
   2. The premises is not “up to code” in certain respects, and/or
   3. {%p endif %}
   4. {%p if estoppel\_breaches['violated\_law'] %}
   5. The Plaintiff has failed to comply with city, county, or state ordinances, regulations, or laws relating to the condition of the premises and/or
   6. {%p endif %}
   7. {%p if estoppel\_breaches['occupancy\_permit'] %}
   8. The Plaintiff has not obtained a valid occupancy permit, or has allowed the pre-existing permit to lapse during the tenancy.
   9. {%p endif %}
   10. {%p if defense\_breach\_of\_cqe %}
   11. The Plaintiff breached the implied Covenant of Quiet Enjoyment with the Tenant because they:
       1. {%p for breach in cqe\_breaches.true\_values() %}
       2. {{ cqe\_breaches\_text[breach] }}
       3. {%p endfor %}
   12. {%p endif %}
   13. {%p if estoppel\_breaches['other'] %}
   14. {{ other\_estoppel\_breaches }}
   15. {%p endif %}
2. {%p endif %}
3. {%p if defense\_breach\_of\_habitability %}

Landlord has breached the implied warranty of habitability

1. {{ 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 for breach in warranty\_breaches.true\_values() %}
      2. {{ conditions\_text[breach] }}
      3. {%p endfor %}
      4. {%p if warranty\_breaches['other'] %}
      5. {{ fix\_punctuation(warranty\_breach\_other) | capitalize }}
      6. {%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.
2. {%p endif %}
3. {%p if defense\_foreclosure %}

The premises have been foreclosed upon but the Landlord has not followed proper procedures

1. {{ landlord\_doc\_name }} foreclosed, no notice of foreclosure? (find legal basis)
2. {%p endif %}
3. {%p if defense\_new\_owner\_failed\_to\_provide\_notice\_of\_sale %}

The premises have been sold but the prior Landlord has not provided Tenant the required notices and therefore no rent is owed

1. 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.
2. {%p endif %}
3. {%p if defense\_unrepresented\_corporation %}

The Landlord is required to have an attorney in this case and it must be dismissed

1. {{ 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.
2. {%p endif %}
3. {%p if defense\_no\_landlord\_tenant\_relationship %}

There is no landlord-tenant relationship between the parties

1. There is no landlord – tenant relationship between {{ landlord\_doc\_name }} and {{ tenant\_doc\_name }} in this case.
2. {%p endif %}
3. {%p if defense\_excessive\_rent\_for\_subsidized\_housing %}

The Landlord has charged the Tenant rent that is not owed according to the Housing Choice Voucher Program contract entered into by the Landlord and the Tenant

1. {{ 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 }}.
2. {%p endif %}
3. I have set forth reasons for dismissal of {{ landlord\_doc\_name }}’s action against me, but other reasons may also exist.

Request for Relief

{{ 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”) }}