{%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) }}

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\_failure\_to\_terminate %}{# Groups all notice defenses #}

{{ landlord\_doc\_name | capitalize }} did not properly terminate the tenancy in accordance with RSMo § 441.060

1. {%p if defense\_ud\_no\_written\_notice %}
2. {{ tenant\_doc\_name }} did not get a written notice to terminate {{ tenant\_doc\_name }}‘s tenancy.
3. {%p endif %}
4. {%p if defense\_ud\_no\_rental\_period\_notice %}
5. {{ landlord\_doc\_name }} did not give {{ tenant\_doc\_name }} a full rental period's notice.
6. {{ tenant\_doc\_name }} have a {% if rent\_period == 12 %}month-to-month{% else %} periodic{% endif %} tenancy.
7. {{ tenant\_doc\_name }}’s rent is due {{ times\_per\_year(times\_per\_year\_list, rent\_period) }} on the {{ ordinal\_number(rent\_day, use\_word=False) }} day.
8. The notice that {{ tenant\_doc\_name }} got on {{ received\_notice\_date }} says that it ends {{ tenant\_doc\_name }}‘s tenancy on {{ termination\_of\_tenancy\_date }} which is less than a full rental period's notice.
9. {%p endif %}
10. {%p if defense\_ud\_lease\_requirements %}
11. {{ tenant\_doc\_name }}’s lease has not ended because the landlord did not give {{ tenant\_doc\_name }} the notice required by the lease.
    1. {{ tenant\_doc\_name }}’s lease says that {{ landlord\_doc\_name }} must give {{ tenant\_doc\_name }} this notice: {{ fix\_punctuation(notice\_required\_by\_lease) | capitalize }}.
    2. The notice that {{ tenant\_doc\_name }} got on {{ received\_notice\_date }} says that it ends the tenancy on {{ termination\_of\_tenancy\_date }} which is less than the notice required by my lease.
12. {%p endif %}
13. {%p if defense\_termination\_notice\_required\_by\_law %}
14. {{ tenant\_doc\_name }}’s lease has not ended because {{ tenant\_doc\_name }} did not receive the notice required by state and federal law, including but not limited to 24 C.F.R. § 247.4.
    1. {%p if defense\_termination\_violates\_247\_4 %}
    2. {{ tenant\_doc\_name }}’s tenancy is a {{ subsidized\_housing\_text[subsidized\_housing\_type] }}.
    3. {{ tenant\_doc\_name }}’s tenancy is federally subsidized according to the provisions of 24 C.F.R. § 247.2.
    4. {{ tenant\_doc\_name }} is entitled to a notice period of at least a full rental period and no less than 30 days because {{ landlord\_doc\_name }} claims that the eviction is for "other good cause" according to 24 C.F.R. § 247.3(a)(4).
    5. {{ tenant\_doc\_name }}’s rent is due {{ times\_per\_year(times\_per\_year\_list, rent\_period) }} on the {{ ordinal\_number(rent\_day, use\_word=False) }} day.
    6. {%p endif %}
    7. The notice that {{ tenant\_doc\_name }} got on {{ received\_notice\_date }} says that it ends {{ tenant\_doc\_name }}’s tenancy on {{ termination\_of\_tenancy\_date }} which is less than the notice required by law.
15. {%p endif %}
16. {%p endif %} {# rental period defenses #}
17. {%p if defense\_ud\_did\_not\_violate\_lease %}

{{ tenant\_doc\_name }} denies that {{ tenant\_doc\_name }} violated the terms of the lease or that the claimed violation is a material breach

1. {{ landlord\_doc\_name }}’s petition alleges that {{ tenant\_doc\_name }} breached the lease.
   1. {%p if defense\_no\_breach %}
   2. {{ tenant\_doc\_name }} did not do what {{ landlord\_doc\_name }} says that {{ tenant\_doc\_name }} did and therefore did not breach the lease.
   3. {%p endif %}
   4. {%p if defense\_breach\_not\_material %}
   5. {{ tenant\_doc\_name }} denies that the alleged breach is a material breach of the lease that entitles{{ landlord\_doc\_name }} to possession.
   6. {%p endif %}
2. {%p endif %}
3. {%p if defense\_discrimination %}

{{ landlord\_doc\_name | capitalize }} discriminated against {{ tenant\_doc\_name }} in violation of state and federal law

1. {{ tenant\_doc\_name }} live in a multi-family apartment building subject to the provisions of the Missouri Human Rights Act, Federal Fair Housing Act, Americans with Disability Act, and Section 504 of the Rehabilitation Act.
2. {{ landlord\_doc\_name }} discriminated against {{ tenant\_doc\_name }} because of {{ tenant\_doc\_name }}’s {{ tenant\_protected\_classes.true\_values() }}.
3. {%p if tenant\_discrimination\_explanation %}
4. {{ tenant\_discrimination\_explanation }}
5. {%p endif %}
6. {%p endif %}
7. {%p if defense\_reasonable\_accommodation %}

{{ landlord\_doc\_name | capitalize }} failed to reasonably accommodate {{ tenant\_doc\_name }}’s disability

1. {{ tenant\_doc\_name }} live in a multi-family apartment building subject to the provisions of the Missouri Human Rights Act, Federal Fair Housing Act, Americans with Disability Act, and Section 504 of the Rehabilitation Act.
2. {{ tenant\_doc\_name }} has a disability.
3. {%p if tenant\_disability %}
4. {{ tenant\_doc\_name }}’s disability is: {{ fix\_punctuation(tenant\_disability) }}
5. {%p endif %}
6. {{ tenant\_doc\_name }} requested a reasonable accommodation of {{ landlord\_doc\_name }} that is related to the basis of {{ tenant\_doc\_name }}’s disability. If {{ landlord\_doc\_name }} grants {{ tenant\_doc\_name }}’s request, it would allow {{ tenant\_doc\_name }} to stay in {{ tenant\_doc\_name }}’s housing.
7. {%p if tenant\_accommodation\_description %}
8. {{ tenant\_doc\_name }}’s request would help {{ tenant\_doc\_name }} stay in {{ tenant\_doc\_name }}’s housing because: {{ fix\_punctuation(tenant\_accommodation\_description) }}
9. {%p endif %}
10. {{ landlord\_doc\_name }} failed to accommodate {{ tenant\_doc\_name }}’s disability or to do what is necessary for {{ tenant\_doc\_name }} to have a fair housing opportunity.
11. {{ landlord\_doc\_name }}'s failure to accommodate {{ tenant\_doc\_name }}’s disability is a violation of state and federal law.
12. {%p elif tenant\_disability and tenant\_needs\_accommodation and (not tenant\_asked\_for\_accommodation) and tenant\_wants\_accommodation\_in\_answer %}
13. This answer is {{ tenant\_doc\_name }}’s request for a reasonable accommodation.
14. {%p if tenant\_accommodation\_description %}
15. {{ tenant\_doc\_name }}’s request would help {{ tenant\_doc\_name }} stay in {{ tenant\_doc\_name }}’s housing because: {{ fix\_punctuation(tenant\_accommodation\_description) }}
16. {%p endif %} {# detailed request #}
17. {%p endif %} {# RA defense #}
18. {%p if defense\_vawa %}

{{ tenant\_doc\_name }} has a defense under the provisions of the Violence Against Women Act, 34 U.S.C. § 12491, et seq.

1. {{ tenant\_doc\_name }} lives in federally subsidized housing covered by the Violence Against Women Act. The kind of housing {{ tenant\_doc\_name }} have is: {{subsidized\_housing\_text[subsidized\_housing\_type] }}.
2. {{ tenant\_doc\_name }} am a survivor of domestic violence.
3. {{ tenant\_doc\_name }} is being evicted because of the circumstances of the domestic violence or the abuse committed against {{ tenant\_doc\_name }}.
4. {%p if tenant\_dv\_explanation %}
5. Specifically: {{ fix\_punctuation(tenant\_dv\_explanation) | capitalize }}
6. {%p endif %}
7. {%p endif %}
8. {%p if eviction\_reason["nonpayment of rent"] and defense\_rent\_pleading\_requirement %}

{{ landlord\_doc\_name | capitalize }} 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\_circuit == 21 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 to calculate the total actual rent owed
      6. {%p endif %}
      7. {%p if (not has\_written\_lease and not petition\_states\_terms\_of\_lease) or (has\_written\_lease and not lease\_attached and 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\_doc\_name | capitalize }} did not provide a copy or description of the lease in the Petition and therefore failed to comply with M.R.C.P. § 55.22

1. {{ landlord\_doc\_name | capitalize }}’s statement (the Petition) is missing all terms of or an attachment of the written lease or other written instrument(s) {{ landlord\_doc\_name | capitalize }}’s claims rely upon, in violation of MRCP 55.22.
2. Attorney fees may not be awarded due to Plaintiff’s violation of MRCP 55.22.
3. {%p endif %}
4. {%p if defense\_tender\_refused %}

{{ landlord\_doc\_name | capitalize }} refused {{ tenant\_doc\_name | capitalize }}’s tender of rent

1. {{ landlord\_doc\_name | capitalize }} refused to accept all or some of the rent alleged due in this case.
2. {%p for offer\_attempt in offer\_attempts %}
3. {{ tenant\_doc\_name }} attempted to pay rent {{ "in full " if offer\_attempt.was\_attempt\_full }}on {{ offer\_attempt.attempt\_date.format() }} {% if offer\_attempt.attempt\_method == "other" %}{{ offer\_attempt.attempt\_method\_other }}{% else %}{{ offer\_attempt.attempt\_method }}{% endif %}{% if offer\_attempt.has\_refused\_payment %}, but {{ landlord\_doc\_name }} refused to accept the payment.{% else %}.{% endif %}
4. {%p endfor %}
5. {%p endif %}
6. {%p if defense\_rent\_payment %}

{{ tenant\_doc\_name | capitalize }} has paid the rent allegedly owed

1. {{ tenant\_doc\_name | capitalize }} has paid {{ rent\_amount\_paid\_text[rent\_amount\_paid]['document'].strip() }} of the amounts allegedly owed.
2. {%p endif %}
3. {%p if defense\_settlement %}

{{ landlord\_doc\_name | capitalize }} and {{ tenant\_doc\_name | capitalize }} entered into a settlement agreement and {{ tenant\_doc\_name | capitalize }} has complied with the settlement’s terms

1. {{ landlord\_doc\_name | capitalize }} agreed to a settlement, and {{ tenant\_doc\_name | capitalize }} complied with the terms of the settlement.
2. {%p endif %}
3. {%p if defense\_lease\_signed\_under\_duress %}

The lease is invalid because unfair duress by the Landlord caused {{ tenant\_doc\_name | capitalize }} to enter the lease

1. Unfair duress by {{ landlord\_doc\_name | capitalize }} caused {{ tenant\_doc\_name | capitalize }} to sign the lease.
2. {%p endif %}
3. {%p if defense\_fraud\_lease %}

{{ landlord\_doc\_name | capitalize }}’s fraudulent promises induced {{ tenant\_doc\_name | capitalize }} 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.
2. Specifically {{ landlord\_doc\_name }} (or {{ landlord\_doc\_name }}’s agent) told {{ tenant\_doc\_name }} prior to leasing:
   1. {{ fix\_punctuation(false\_promises) }}
3. {{ landlord\_doc\_name }}’s statements were false.
4. Without the false statements {{ tenant\_doc\_name }} would not have entered into the lease.
5. {%p endif %}
6. {%p if defense\_liquidated\_damages\_late\_fees %}

The late fees attached to the {{ landlord\_doc\_name | capitalize }}’s Petition are{% if late\_fees\_penalty %} an unfair penalty{% if not late\_fees\_lease\_provision or late\_fee\_doesnt\_comply\_with\_lease %} and{% endif %}{% endif %}{% if not late\_fees\_lease\_provision or late\_fee\_doesnt\_comply\_with\_lease %} an illegal charge under the lease{% endif %}

1. {% if late\_fees\_penalty %}The requested late fees are an unfair penalty, not liquidated damages.{% endif %}{% if not late\_fees\_lease\_provision %} There is no written lease provision properly authorizing the late fees charged by {{ landlord\_doc\_name | capitalize}}.{% elif late\_fee\_doesnt\_comply\_with\_lease %}The late fees assessed by {{ landlord\_doc\_name }} do not comply with the written lease provision authorizing late fees.{% endif %} Therefore, {{ landlord\_doc\_name | capitalize}} is not entitled to the late fees.
2. {%p endif %}
3. {%p if defense\_estoppel\_illegality %}

{{ landlord\_doc\_name | capitalize }} 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:
2. {%p if warranty\_breaches.any\_true() %} {# replaces unneeded question in estoppel\_breaches #}
3. The premises are not “up to code” in certain respects
4. {%p endif %}
5. {%p if warranty\_breaches.any\_true() %}
6. {{ landlord\_doc\_name | capitalize }} has failed to comply with city, county, or state ordinances, regulations, or laws relating to the condition of the premises
7. {%p endif %}
8. {%p if estoppel\_breaches['occupancy\_permit'] %}
9. {{ landlord\_doc\_name | capitalize }} has not obtained a valid occupancy permit or has allowed the pre-existing permit to lapse during the tenancy
10. {%p endif %}
11. {%p if defense\_breach\_of\_cqe %}
12. {{ landlord\_doc\_name | capitalize }} breached the implied Covenant of Quiet Enjoyment with the {{ tenant\_doc\_name | capitalize }} because they:
13. {%p for breach in cqe\_breaches.true\_values() %}
14. {%p if not breach == "other" %}
15. {{ cqe\_breaches\_text[breach] }}
16. {%p endif %}
17. {%p endfor %}
18. {%p if cqe\_breaches['other'] %}
19. {{ other\_cqe\_breach }}
20. {%p endif %}
21. {%p endif %}
22. {%p if estoppel\_breaches['other'] %}
23. {{ fix\_punctuation(other\_estoppel\_breaches | capitalize) }}
24. {%p endif %}
25. {%p endif %}
26. {%p if defense\_breach\_of\_habitability %}

{{ landlord\_doc\_name | capitalize }} has breached the implied warranty of habitability

1. {{ landlord\_doc\_name }} breached the implied warranty of habitability included in all consumer leases of dwellings.
2. The condition of the premises adversely affected {{ tenant\_doc\_name | capitalize }}’s life, health or safety and rendered the dwelling uninhabitable in whole or in part, including but not limited to the following issues:
3. {%p for breach in warranty\_breaches.true\_values() %}
4. {%p if not breach == "other" %}
5. {{ conditions\_text[breach] }}
6. {%p endif %}
7. {%p endfor %}
8. {%p if warranty\_breaches['other'] %}
9. {{ fix\_punctuation(warranty\_breach\_other) | capitalize }}
10. {%p endif %}
11. {%p if notice\_of\_breach\_to\_landlord %}
12. {{ tenant\_doc\_name }} or another person or entity notified {{ landlord\_doc\_name }} of the defects in habitability.
13. {%p endif %}
14. {{ landlord\_doc\_name }} failed to make the repairs in a reasonable amount of time.
15. {{ landlord\_doc\_name }}’s breach of the warranty of habitability provides a defense for non-payment of rent.
16. {%p endif %}
17. {%p if defense\_foreclosure %}

The premises have been foreclosed upon, but the {{ landlord\_doc\_name | capitalize }} has not followed proper procedures

1. This eviction action violates the Protecting Tenants at Foreclosure Act.
2. {{ landlord\_doc\_name }} did not give timely and adequate notice before the eviction action was filed.
3. {%p endif %}
4. {%p if defense\_new\_owner\_failed\_to\_provide\_notice\_of\_sale %}

The premises have been sold but the prior {{ landlord\_doc\_name | capitalize }} has not provided {{ tenant\_doc\_name | capitalize }} 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 {{ tenant\_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 %}

{{ landlord\_doc\_name | capitalize }} 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\_excessive\_rent\_for\_subsidized\_housing %}

{{ landlord\_doc\_name | capitalize }} has charged {{ tenant\_doc\_name | capitalize }} excessive rent in violation of the housing subsidy

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. {{ tenant\_doc\_name }} has set forth reasons for dismissal of {{ landlord\_doc\_name }}’s action against {{ tenant\_doc\_name }}, 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 proper relief.

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