{%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\_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 in order to calculate the total actual rent owed
      6. {%p endif %}
      7. {%p if not petition\_states\_rent\_amount or (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 %}
2. {%p endif %}
3. {%p endif %}
4. {%p if defense\_lease\_not\_attached %}

{{ landlord\_doc\_name | capitalize }} has 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. {%p endif %}
3. {%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() }}, but {{ landlord\_doc\_name }} refused to accept the payment.
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. Plaintiff  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 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. {%p for statement in false\_promises %}
   2. {{ fix\_punctuation(statement) | capitalize }}
   3. {%p endfor %}
3. {{ landlord\_doc\_name }}’s statement{% if false\_promises.number()>1 %}s were{% else %} was{% endif %} false.
4. Without the false statement{% if false\_promises.number()>1 %}s{% endif %} {{ 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 late fees being requested are an unfair penalty and 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:
   1. {%p if estoppel\_breaches['not\_up\_to\_code'] %}
   2. The premises is not “up to code” in certain respects
   3. {%p endif %}
   4. {%p if estoppel\_breaches['violated\_law'] %}
   5. {{ landlord\_doc\_name | capitalize }} has failed to comply with city, county, or state ordinances, regulations, or laws relating to the condition of the premises
   6. {%p endif %}
   7. {%p if estoppel\_breaches['occupancy\_permit'] %}
   8. {{ landlord\_doc\_name | capitalize }} 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. {{ landlord\_doc\_name | capitalize }} breached the implied Covenant of Quiet Enjoyment with the {{ tenant\_doc\_name | capitalize }} because they:
       1. {%p for breach in cqe\_breaches.true\_values() %}
       2. {%p if not breach == "other" %}
       3. {{ cqe\_breaches\_text[breach] }}
       4. {%p endif %}
       5. {%p endfor %}
       6. {%p if cqe\_breaches['other'] %}
       7. {{ other\_cqe\_breach }}
       8. {%p endif %}
   12. {%p endif %}
   13. {%p if estoppel\_breaches['other'] %}
   14. {{ fix\_punctuation(other\_estoppel\_breaches | capitalize) }}
   15. {%p endif %}
2. {%p endif %}
3. {%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:
   1. {%p for breach in warranty\_breaches.true\_values() %}
   2. {%p if not breach == "other" %}
   3. {{ conditions\_text[breach] }}
   4. {%p endif %}
   5. {%p endfor %}
   6. {%p if warranty\_breaches['other'] %}
   7. {{ fix\_punctuation(warranty\_breach\_other) | capitalize }}
   8. {%p endif %}
3. {%p if notice\_of\_breach\_to\_landlord %}
4. {{ tenant\_doc\_name }} or another person or entity notified {{ landlord\_doc\_name }} of the defects in habitability.
5. {%p endif %}
6. {{ landlord\_doc\_name }} failed to make the repairs in a reasonable amount of time.
7. {{ landlord\_doc\_name }}’s breach of the warranty of habitability provides a defense for non-payment of rent.
8. {%p endif %}
9. {%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\_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 %}

{{ 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. 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”) }}