{%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 my tenancy in accordance with RSMo § 441.060

1. {%p if defense\_ud\_no\_written\_notice %}
2. I did not get a written notice to terminate my tenancy.
3. {%p endif %}
4. {%p if defense\_ud\_no\_rental\_period\_notice %}
5. {{landlord\_doc\_name }} did not give me a full rental period's notice.
6. I have a {% if rent\_period == 12 %}month-to-month{% else %} periodic{% endif %} tenancy.
7. My 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 I got on {{ received\_notice\_date }} says that it ends my 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. My lease has not ended because the landlord did not give me the notice required by the lease.
    1. My lease says that my landlord must give me this notice: {{ fix\_punctuation(notice\_required\_by\_lease) | capitalize }}.
    2. The notice that I got on {{ received\_notice\_date }} says that it ends my 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. My lease has not ended because I 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. My tenancy is a {{ subsidized\_housing\_text[subsidized\_housing\_type] }}.
    3. My tenancy is federally subsidized according to the provisions of 24 C.F.R. § 247.2.
    4. I am entitled to notice period of at least a full rental period and no less than 30 days because my landlord claims that the eviction is for "other good cause" according to 24 C.F.R. § 247.3(a)(4).
    5. My 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 I got on {{ received\_notice\_date }} says that it ends my 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 %}

I deny that I violated the terms of my lease or that the claimed violation is a material breach

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

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

1. I 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. My landlord discriminated against me because of my {{ 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 my disability

1. I 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. I have a disability.
3. {%p if tenant\_disability %}
4. My disability is: {{ fix\_punctuation(tenant\_disability) }}
5. {%p endif %}
6. I requested a reasonable accommodation of my landlord that is related to the basis of my disability. If the landlord grants my request, it would allow me to stay in my housing.
7. {%p if tenant\_accommodation\_description %}
8. My request would help me stay in my housing because: {{ fix\_punctuation(tenant\_accommodation\_description) }}
9. {%p endif %}
10. My landlord failed to accommodate my disability or to do what is necessary for me to have a fair housing opportunity.
11. My landlord's failure to accommodate my 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 my request for a reasonable accommodation.
14. {%p if tenant\_accommodation\_description %}
15. My request would help me stay in my housing because: {{ fix\_punctuation(tenant\_accommodation\_description) }}
16. {%p endif %} {# detailed request #}
17. {%p endif %} {# RA defense #}
18. {%p if defense\_vawa %}

I have a defense under the provisions of the Violence Against Women Act, 34 U.S.C. § 12491, et seq.

1. I live in federally subsidized housing that is covered by the Violence Against Women Act. The kind of housing I have is: {{subsidized\_housing\_text[subsidized\_housing\_type] }}.
2. I am a survivor of domestic violence.
3. I am being evicted because of the circumstances of the domestic violence or the abuse committed against me.
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 in order 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() }}, 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. {{ 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 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:
2. {%p if warranty\_breaches.any\_true() %} {# replaces unneeded question in estoppel\_breaches #}
3. The premises is 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. 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”) }}