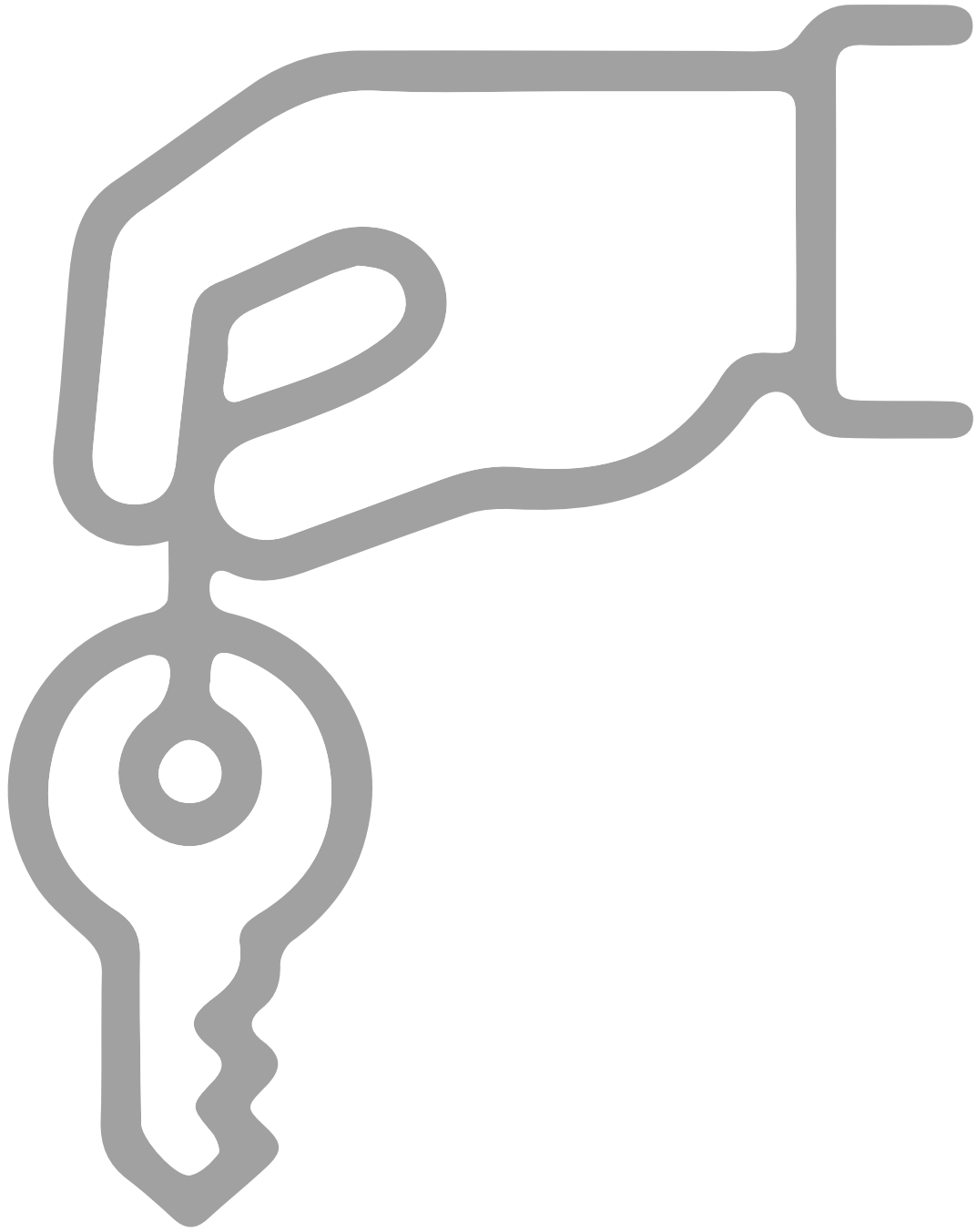


TENANT TOOLKIT



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INTRODUCTION



WHAT IS THIS TOOLKIT FOR?

This Tenant Toolkit is designed to provide empowering information to Missouri renters. Laws change. Every situation is different. **If you can, consult a lawyer before taking legal action.**

HOW TO USE THIS TOOLKIT

You do not need to read this whole toolkit in order! Jump to any section when you need it. The Table of Contents below lists the section topics and the page numbers where you can find them.

If it's helpful, you can use this binder to **keep important documents** like your lease, notices from your landlord, or rent receipts in case you don't have another safe place to keep them. We also recommend keeping an electronic folder in your email or on your computer for important digital documents.

The glossary in Section 1 is an alphabetical list of key words and their meanings. Legal language is usually explained when it's used, but you can use the glossary if you want more information or a different way of explaining it.

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1. GLOSSARY OF TERMS



ABANDONMENT: When a tenant leaves or moves out of a rental unit, before their lease is up, without planning to return.

ABANDONED PROPERTY: Personal belongings left in a rental unit by a tenant without a plan to come back for them.

AFFIRMATIVE DEFENSE: An argument given in court that may lower the amount the tenant owes or prevent eviction, even though it does not disprove the landlord's eviction case.

ANSWER: A written document filed with a court by a defendant (tenant) to respond to a lawsuit.

ATTORN: When a tenant is told about the new owner of their rental property and agrees to be a tenant of the new owner/landlord.

BOND: Money you pay to the court (the amount the landlord says you owe). They will hold it while you appeal an eviction to stop you from being evicted by the sheriff.

COMPLAINT: A written statement filed with a court explaining why the plaintiff (landlord) is starting a lawsuit and what they say the defendant (tenant) owes them.

CONSTRUCTIVE EVICTION: When a landlord makes a rental unit unfit to live in, and the conditions are so bad the tenant is forced to move out, for example by shutting off utilities.

CONSENT JUDGMENT: An agreement between the tenant and the landlord that will be filed with the court, signed by the judge, and becomes a court order. Because it is filed as a court judgment, the court will enforce the agreement.

CONTINUANCE: Asking for a new court date further in the future.

DEFAULT JUDGMENT: A court decision to give the plaintiff (landlord) what they are asking for when the tenant doesn't come to their court date.

DEFENDANT: The person being sued in a lawsuit. In eviction cases, this is the tenant.

DOCKET: A court hearing where many cases are set at the same time.

DOCKET CALL: When the judge reads the list of cases on the docket, out loud in court, to know the status of each lawsuit. The tenant and landlord or the judge decide on the next court date or next steps for the case.

EVICTION: The legal process a landlord uses to get a court order to remove tenants from a property.

EXECUTION OF JUDGMENT FOR POSSESSION: When a sheriff removes tenants from a rental unit after the landlord obtains a court order for eviction (tenants lose belongings left inside). Only a sheriff or other law enforcement officer can do this in Missouri!

FORCIBLE ENTRY AND DETAINER: A legal claim made by the tenant if a landlord takes an illegal action against a tenant including, but not limited to, using force or weapons to enter the property, breaking open the doors or windows or other parts of a property, removing doors, taking the person's belongings, threatening harm, or entering the property and using force or threats to remove the person.

FORECLOSURE: When a homeowner falls behind on mortgage payments and the lender (usually a bank) sells the property at auction.

HABITABLE: When a rental unit does not have issues affecting health and safety and so it is fit for humans to live.

HOLDOVER: When a tenant stays in a rental unit after the lease has ended, called a "holdover tenant."

IN FORMA PAUPERIS: When you can't afford court costs for your legal case, you can request to try "in forma pauperis," which means the judge would waive your court fees. Ask the court clerk for the paperwork.

JUDGMENT: A final decision about a lawsuit. This can be the judge's decision or an agreement between the landlord and tenant. It will always be in writing.

LANDLORD: The person or business that owns a rental property. (In this toolkit, we often use this to mean the person you talk to about your rental unit, which could be a property manager).

LEASE: A written or spoken agreement to rent property.

LIABLE: The term for being legally responsible for damage or injury.

LOCKOUT: When a landlord changes the locks without a court order to keep a tenant out of their rental unit. This is an illegal eviction.

MONTH-TO-MONTH LEASE: An agreement to rent a unit for one month at a time. The lease automatically renews each month until the landlord or tenant ends the lease in writing at least one full month before.

NORMAL WEAR AND TEAR: Damage to a rental unit that happens naturally, not from the tenant being careless. This type of damage can't be taken from the security deposit.

PAY AND STAY: In Missouri, tenants can pay the full amount of rent owed and court costs to stop an eviction. This is true even if the landlord already won the eviction case.

PLAINTIFF: The person or business who files a lawsuit. In eviction cases, this is the landlord or property manager.

POSSESSION: In eviction cases, when someone occupies a rental unit.

PROPERTY MANAGER: The person or business hired by a landlord to collect rent, make repairs, and process applications.

QUIET ENJOYMENT: Tenants have the right to freely use their rental unit without the landlord disturbing them.

RENT AND POSSESSION: A type of eviction lawsuit asking the court to order the tenant to pay back rent and to move out of the rental unit.

RENTAL UNIT: Property rented from a landlord by a tenant. This could be an apartment, house, or other home.

RENTER'S INSURANCE: Insurance a tenant buys for damage to their personal property. This does not include damage to the rental unit.

REPAIR AND DEDUCT: In Missouri, a tenant can sometimes hire someone to make a repair when the landlord will not and deduct the cost from their rent. There are specific rules you must follow to avoid being evicted for unpaid rent. Read Section 6.E before deciding to repair and deduct.

SECURITY DEPOSIT: Money you pay to your landlord before you move in. The money is yours, but the landlord holds onto it until you move out when they return it minus any unpaid rent or needed repairs. In Missouri, the security deposit cannot be more than double the monthly rent.

SERVICE: The way court documents are sent. See section 9.C of this toolkit for more details.

SETTLEMENT AGREEMENT: An agreement between the landlord and tenant that ends a lawsuit.

SUBLEASE: When a tenant rents (sublets) their unit to another person for part of their lease. You need approval from your landlord to do this.

SUBSIDIZED HOUSING: When a tenant's rent is partially covered by a third party (usually a government program). Common subsidized housing programs are Public Housing and Section 8.

SUMMONS: A document from a court that says you are being sued and tells you when and where you need to appear in court.

TENANT: A person who rents a property. The rental unit is completely their home during the rental period.

TRIAL DE NOVO: For some eviction cases, you can ask for a new trial after the first trial has happened. You have 10 days after a trial to send a form to request this.

UNLAWFUL DETAINER: A type of eviction lawsuit asking the court to order a tenant to leave when their lease ends. The landlord can ask for double rent from the tenant for the time they stayed after their lease.

WARRANTY OF HABITABILITY: The legal term that says landlords must keep rental properties fit for humans to live ("habitable").

2. HOUSING APPLICATIONS

A. HOUSING SEARCH

When looking for housing, think about your budget.

How much can you afford to pay each month? We recommend paying close to 30% of your income in rent each month, but that may be unrealistic. What county or neighborhood do you want to live in? Consider nearby public transit or schools.

See section 11.A for a list of websites to search for affordable housing.

The landlord may have requirements to live there. (These could be credit score, rental history, and income). When applying to many places, application fees can get expensive. Do your best to figure out if you fit the landlord's requirements before spending the money on the fee. Read more about some of these requirements in section 2.B and 2.C.

It is also **best to see the home in person** to make sure it looks like the pictures before giving the landlord any money. See section 2.E for more information about avoiding scams.

If you decide to apply, fill out every part of the application and submit it as quickly as possible. When you are applying to many places at once, it can be hard to keep track.

When you are applying to many places at once, it can feel overwhelming. The Housing Search Log in Section 2.F may help while you are applying.

B. CREDIT REPORT

Most landlords will use a tenant screening service, which your credit score. You can use AnnualCreditReport.com to see your credit report for free so you know what your potential landlord will see.

IF YOUR CREDIT REPORT HAS WRONG INFORMATION:

1. Start a dispute with each credit bureau. (Medical debt should not be on your credit report, so you can dispute that as well).
 - **Equifax:** <https://www.equifax.com/personal/credit-report-services/credit-dispute/>
 - **Experian:** <https://www.experian.com/disputes/main.html>
 - **TransUnion:** <https://www.transunion.com/credit-disputes/dispute-your-credit>
2. Contact the person or company providing the wrong information.
3. Wait no more than 45 days for the credit bureau to respond.
4. Check for updates to your credit report.

C. PRIOR EVICTIONS



Potential landlords almost always look up eviction records. If an eviction on your record is making it hard to rent a home, you can request that the court raise the security level. If the judge agrees, this would mean potential landlords can't see the case on the court's database.

Instructions for raising the security level of a case are in Section 9.K.

D. FAIR HOUSING & SOURCE OF INCOME PROTECTIONS

The Fair Housing Act protects people from discrimination while finding housing. It covers discrimination based on race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability.

If you believe that you've been discriminated against while renting or trying to rent a home, you can file a complaint with the Department of Housing and Urban Development.

- Call: 1.800.669.9777
- Report online: www.hud.gov/fairhousing

In St. Louis City and Webster Groves it is also illegal to discriminate based on your source of income, including rent subsidies like the Section 8 voucher. If this happens to you, report it to the city where it happened.

E. AVOIDING SCAMS

One of the best ways to avoid scams is to **visit a home before you give the landlord any money, including the application fee and security deposit.** A landlord should not ask you to pay a security deposit before you have signed a lease.

Other tips for avoiding scams:

- Search the address online to make sure the pictures you find match the ones the landlord posted.
- Call the contact person from the listing to ask questions about the home.
 - Look up ownership information for the property to **make sure the person you are talking to is the real owner** (or working with them).
- St. Louis City search:
www.stlouis-mo.gov/data/address-search/index.cfm
- St. Louis County search:
revenue.stlouisco.com/IAS/

Be wary of “self-guided” tours when viewing units since they can be scams.

F. HOUSING SEARCH LOG

Address	Contact Info (Full name, email/ phone number)	App. Date	Status

3. LEASE AGREEMENTS

A. WHAT IS A LEASE?

A lease (or rental agreement) is a written or spoken agreement to rent a home. A lease does two things:

1. Legal contract saying the rights and responsibilities of the landlord and the tenant
2. Transfers the right to live and possess the home from the landlord to the tenant for the length of the lease

B. WHAT SHOULD BE IN MY LEASE?

- Landlord's name and contact information
- Your name and the names of any other tenants
- Address of property
- Date the lease begins and ends
- Rent amount, when it is due each month, and how to pay it
- Who pays each utility (gas, electric, water, sewer, trash)
- Who handles repairs and how to request repairs
- What appliances come with the home
- When and why the landlord can enter your home
- Any special agreements you and your landlord decide on

Always read your lease before signing it to make sure you understand and agree to it. If you have a problem with the lease, talk to your landlord and get any changes in writing before signing it.

The "Parts of a Lease" worksheet can help you check the key parts of your lease.

Keep a copy of your lease in case questions come up between you and your landlord. There is a pocket in this section where you can keep a printed copy. If you have a digital copy, keep it in a folder in your email or on your computer with a name you will remember.

C. RED FLAGS IN A LEASE

If you notice any of these problems in the lease your landlord gives you, do not sign the lease until you have resolved the problem.



- Key details missing
- Very high late fees or other fees
- Security deposit that is more than 2 times the monthly rent (this is illegal)
- Security deposit that will not be returned when you move (this is illegal)
 - Non-refundable pet deposits are legal

D. WHAT HAPPENS WHEN MY LEASE ENDS?

A fixed-term lease lasts a certain number of months (usually 12 months).

- You have to tell your landlord you don't want to renew the lease at least 60 days before it ends.
- If you and your landlord don't talk about renewing the lease before it ends, it automatically becomes a month-to-month lease.

A month-to-month lease renews each month until the tenant or landlord ends the lease.

- You or your landlord must communicate in writing that you don't want to renew the lease at least 30 days (1 month) before the month it will end.

E. NEW OWNER OR PROPERTY MANAGER

- **New Property Manager**

If the owner hires a new property manager, they should tell you in writing. If someone says they are the new property manager, **ask for proof** before giving them money.

- **New Owner**

If your landlord sells the property, the new owner should tell you in writing.

If someone says they are the new owner, **ask for proof** before giving them any money. Proof could be a copy of the deed or a signed statement from the old owner.

The new owner usually must follow your lease until it ends. The new owner also **must return your security deposit when you move.**

If your rent is subsidized, talk to your case worker at the Housing Authority or your new landlord about how your rent amount may change.

- **Protecting Yourself During Transitions**

It is especially important to **keep a copy of your lease and rent receipts** during transitions to prove you are up to date on rent. See section 5.A for more about rent receipts. Always keep your original receipts. Take pictures or make copies at the library if you need to provide proof.

F. PARTS OF THE LEASE WORKSHEET

Length of Rental Agreement

When does this rental agreement start and end?

What happens when the rental agreement ends?
(When do I need to talk to my landlord about renewing my lease?)

What happens if you move out before your rental agreement ends?

Rent, Utilities and other Payments

How much is the monthly rent?

When is the rent due each month?

Where do you pay your rent? Who do you pay it to?

Is there a penalty for late payment? What is it?

Which utilities do you have to set up and pay directly to the utility company?
(Which ones are included in the rent and which ones aren't?)

Are there payments in addition to rent (security deposit, parking) before moving in?

When can the rent be increased?

Occupancy

Who can live in the home?

How long are visitors allowed to stay before they count as occupants?
What if they stay longer?

Are pets allowed?

Maintenance and Repairs

Who handles which maintenance and repairs?

Who do you report repair or maintenance problems to? (The lease should provide a name, telephone number, and address for them)

When can the landlord enter the home? How much notice do they have to give?

Process for Lease Violations

If you violate any terms of the lease, what happens?

4. MOVING IN AND SECURITY DEPOSIT

A. SECURITY DEPOSIT

A security deposit is money you pay to your landlord before you move in.

The money is yours, but the landlord holds onto it until you move out. Then they return it minus any unpaid rent or damages beyond normal wear and tear.

In Missouri, the security deposit cannot be more than double the monthly rent.

Do not pay the landlord your security deposit until you have a signed lease. When you pay your security deposit, get a signed receipt from the landlord.



B. MOVING IN

The landlord is supposed to make sure the rental unit is clean and everything works before you move in.

Do your own inspection before moving in (even if it's on moving day). **Take pictures of the rental unit as proof of the conditions when you moved in.** Keep the photos somewhere you'll remember.

Write down any maintenance issues you see and give your landlord a copy along with a request for repairs. **You can use the Pre-Move-In Walk-Through letter in this section.**

C. RENTAL INSURANCE

Some landlords require you to have rental insurance. Even if it is not needed, you may want to look into it. Your landlord's insurance only covers the building. Rental insurance protects your belongings in case of damage from fire or water.

D. PERMITS

Many cities in the St. Louis area require an occupancy permit before a new renter can move in. The city may need to inspect the rental unit, too. In the City of St. Louis, the landlord handles getting the permit. In other cities, the renter may have to pay for the permit.

Cities or counties may have other laws that affect rental units that are not maintained well. For example, in St. Louis City, landlords can't collect rent if the unit fails the city inspection. Check with local officials to learn more about the laws in place to protect renters and review your local laws for more details.

E. PRE-MOVE-IN WALK THROUGH LETTER

Date: _____

To: _____
(Landlord's Name/Company Name)

City State Zip Code

From: _____
(Tenant's Name)

(Tenant's Address)

City State Zip Code

Dear: _____
(Landlord's Name)

I am writing regarding our conversation during the walk-through of _____
_____(address of rental unit). The repairs that we discussed that need to be
addressed are listed below:

ITEM/CONDITION

- 1.
- 2.
- 3.
- 4.

My understanding of our conversation is that you will fix these problems
within _____ (# of days) at which point you will contact me to schedule a
move-in date. If this is not correct, please contact me at _____

(your preferred contact info).

Regards,

(Tenant Signature)

5. RENT AND UTILITIES

A. PAYING RENT

Your lease should say when your rent is due each month and how to pay it. Check your lease for the fee your landlord will charge for paying rent late.

Get a receipt for every rent payment you make and keep them somewhere you'll remember (you can use the pocket in this section for paper receipts).

PERSONAL CHECK

- The **most secure** way to pay rent because they create a record of who deposits them and when it was paid.
- Write the month of rent you are paying on the memo line ("November 2023 rent") and keep the carbon copy as a receipt.

ONLINE RENT PORTAL

- Save your payment confirmation every time you pay rent. Move email confirmations to a folder or take a screenshot or picture of the confirmation screen and save them in one place.
- If there's a rental ledger (a list of all your rent payments) on the portal, take a screenshot or picture every few months. Keep this in case there's a disagreement about rent.

PAYMENT APP (CASH APP, VENMO, PAYPAL etc.)

- When you send a payment, use the "note" or "for" section to write the month of rent you are paying ("November 2023 rent"). Your transaction history in the app is your rent receipt.
- Take a screenshot or picture of all your rent payments if you remove your account.

MONEY ORDER

- All money orders are not equal. Some money orders expire. Make sure to read the fine print when buying a money order.
- Write the month of rent when you are paying on the memo line
- Get a written receipt from your landlord.

CASH

- Cash is the **least secure** way to pay your rent because it's the hardest to prove.
- If you pay cash, get a written receipt from your landlord every time you pay. It is best for the receipt to be on formal letterhead from your landlord. Otherwise, get a written statement saying how much you paid, the date, and your landlord's signature.

B. LANDLORD WON'T ACCEPT RENT

If your landlord won't accept your rent, set the money aside and don't spend it. Send your landlord a message with the date and amount you tried to pay. This proves you wanted to pay rent in case your landlord tries to evict you.

C. MISSOURI PROPERTY TAX CREDIT (“Circuit Breaker”)

The Missouri Property Tax Credit Claim is a program that gives people who qualify a tax credit for the rent they paid that year. You could qualify if you are:

- 65 or older and your income meets the standards
- Under 65 and receive disability

Apply online:

www.dor.mo.gov/taxation/individual/tax-types/property-tax-credit/

For questions, call the Missouri Department of Revenue: 573.751.3505
If you live in the city, get help applying from St. Louis Area Agency on Aging:
314.612.5918

D. UTILITIES

Your lease should say which utilities you will manage and which your landlord will. If it is not clear in your lease, talk to your landlord and get the details in writing.

FOR UTILITIES YOU MANAGE

Contact each utility company to set up an account at your new address. You can see bills, make payments, and even sign up for payment programs online. Check the utility company's website for other ways to make payments. You can find the list of utility contacts in Section 5.E.

FOR UTILITIES YOUR LANDLORD MANAGES

Your landlord will usually still charge you for the utilities they manage. There are two main ways to do this:

- A set amount for utilities each month
- Tell you the amount of each bill when it comes

If you receive a shutoff notice from a utility that your landlord manages:

- Contact the landlord ASAP to ask them about it
- If the landlord needs to make a payment, ask them when they will make the payment and confirm they do it
- Contact the utility company to let them know about your situation
- If you believe your landlord shut off your utilities on purpose to make you leave, contact Legal Services of Eastern Missouri at 314.534.4200

E. FALLING BEHIND ON RENT OR UTILITY PAYMENTS

SHORT ON RENT



If you're worried you won't be able to pay rent, talk to your landlord BEFORE the due date.

You can offer to pay your full rent on a later date or ask about a payment plan. You don't have to share any details of your situation, but it can help when talking to your landlord.

The Short on Rent Letter and Negotiating Form in this section can help you talk to your landlord and record the agreement. Even if you don't use those forms, the agreement should be written down with you and your landlord's signature. Keep a copy somewhere you can find it easily.

There are only a few rent help programs, so it's better not to count on them. You can find the list in section 11.B of this toolkit.

SHORT ON UTILITIES

For utilities in your name, you can work with the utility company to set up a payment plan.

You can do this on their website or on the phone:

- **Ameren:** 800.552.7583
- **Spire:** 800.887.4173
- **Missouri American Water:** 1.866.430.0820
- **Metropolitan St. Louis Sewer District (MSD):** 1.866.281.5737

Utility companies also have programs to make bills more affordable or help if you fall behind. See a list of these programs and other organizations that provide utility in section 11.C of this toolkit.

For utilities in your landlord's name, talk to your landlord about paying late or over time. You could try to set up a payment plan with the utility company, but you would still have to work with your landlord. Utility companies only talk to the person whose name is on the account.

SHORT ON BOTH

A few things to keep in mind if you're worried about paying both rent and utility bills:

- Tenants can only be evicted if they owe rent (not fees or utility charges alone)
- There are more programs for utility help than there are for rent help

F. SHORT ON RENT LETTER

Choose the version of this letter that applies to your situation.

Date: _____

To: _____
(Landlord's Name/Company Name)

City _____ State _____ Zip Code _____

From: _____
(Tenant's Name)

City _____ State _____ Zip Code _____
(Tenant's Current Address)

Dear: _____
(Landlord's name)

I am writing because I will not be able to pay my rent in full by the upcoming due date.

(reason for shortfall, only if you want to include it), which has made money tight and affected my ability to pay rent.

I want to pay what I owe, but I need more time. I could pay in full within two weeks. If this works for you, please let me know.

OR

I want to pay what I owe, and I am working to get the money I need. I can pay \$_____ every _____ (frequency of payments) starting on _____ (date). These payments are in addition to my regular monthly rent. If this payment plan works for you, please let me know.

If this plan does not work for you, please contact me at _____

(your preferred contact info) to discuss alternatives.

Regards,

(Tenant Signature)

G. SHORT ON RENT NEGOTIATING FORM

In exchange for:

- Landlord refraining from filing an eviction suit through _____(date).
- Landlord's promise to negotiate with me in good faith around a payment plan after the crisis recedes
- Landlord forgiving \$_____in rental payments
- Other: _____

I promise to:

- Make a one-time payment of \$_____ in _____ (month) in addition to my normal rent payment.
- Make a reduced payment of \$_____ now and keep Landlord abreast each month of how much I can pay going forward.
- Make payments of \$_____ every month starting on_____, in addition to my regular rent.
- Negotiate with Landlord in good faith around a payment plan after the crisis recedes.
- Voluntarily vacate the premises by _____and leave the home clean.
- Pursue unemployment or rental help and alert the Landlord when and if I receive the money in order to negotiate a payment plan.
- Waive my deposit
- Other:_____

6. REPAIRS AND MAINTENANCE ISSUES

A. REQUEST REPAIRS FROM YOUR LANDLORD

If something is broken, tell your landlord about the problem and ask them to fix it.



It can help to be as understanding as you can, especially the first time you ask. **Make the request in writing** (in an email or text).

If you talk to them in person, send a message afterward with the details to have a written record. You can use the Repair Request Letter template in this section.

Give your landlord a reasonable amount of time to fix the problem. You do not need to give this time for emergency repairs like the ones listed in the next section. If they still haven't fixed the problem, send another message. Include the fact that you have already contacted them about the problem in the new message.

Keep copies of all messages you send about repair issues somewhere you can find them.

B. EMERGENCY REPAIRS

If the problem that needs to be fixed is an emergency, you do not have to wait on your landlord.

An emergency is something that could affect your health. Emergency problems could be:

- No electricity
- No air-conditioning in hot weather
- No heat in freezing weather
- No water
- Sewage back-up inside
- Door that can't be secured (broken lock)
- Broken gas line or leak
- Toilet or bathtub/shower do not work

If you have an emergency and your landlord doesn't fix it at once, you may be able to make the repair yourself. Details about how to do this (called "Repair and Deduct") are in section 6.D.

C. HEALTH AND SAFETY PROBLEMS



In Missouri, every lease has an implied **warranty of habitability**.

This means your **landlord has to keep basic safety standards in your home the whole time you live there.**

Problems must be very bad to count as unsafe. The standards also depend on the city where you live. **In most places, no water, no heat in the winter, or doors that can't be secured are not safe.** Check with your local government for information about building and health codes in your city.

If there is a problem that makes your home unsafe, tell your landlord about it like you would for any repair. If they don't fix the problem in a reasonable amount of time, they have broken the warranty of habitability.

D. WHAT IF MY LANDLORD WON'T MAKE REPAIRS?

You have 2 main options if your landlord won't make repairs:

- Move out
- Pay for repairs yourself

You may have more options if you have a rental subsidy. See section 6.E for details.

If you are thinking about withholding rent, see section 6.F.

MOVE OUT

You can always leave at the end of your lease. You may be able to move out early if the landlord has broken the warranty of habitability by not fixing unsafe conditions. Be sure the problem qualifies as unsafe based on the laws in your city.

Your landlord could still try to sue you for breaking the lease early. **The unsafe conditions are your defense in court. Your proof is the photos of the problem and written records of every time you told the landlord about the problem.** You can even request an inspection from the city to prove the unsafe conditions.

A court may not agree that the problems affected your safety. To avoid a court case altogether, you can make an agreement with your landlord to end the lease early. **Get the agreement in writing with you and your landlord's signatures.**

PAY FOR REPAIRS

If the maintenance problems make your rental unit unsafe, you could hire someone to make the repairs. You may be able to get some or all of the cost back from your landlord, **but it's hard. You could get stuck with the cost.**

THERE ARE 2 WAYS YOU CAN TRY TO GET REIMBURSED.

1. SUE IN SMALL CLAIMS COURT

You can sue your landlord. You will need to prove that the repairs were needed for safety reasons. Make sure you are up to date with your rent before you file.

You need proof of the problems and that your landlord knew about them. Proof could be a copy of your lease, pictures or witnesses of the problem and you telling your landlord, or inspection reports.

Keep paying rent during the case so your landlord doesn't try to evict you for unpaid rent. Trying to get rent returned through small claims court instead of withholding rent protects you from eviction.

There is an online handbook for small claims court in Missouri. Find it by going to <http://www.missourilawyershelp.org/legal-topics> and then click on "Small Claims Handbook."

You can also call the court where you live to get started:

- **St. Louis City, Circuit Clerk's office:** 314.622.4433
- **St. Louis County, Small Claims:** 314.615.8091

2. REPAIR AND DEDUCT

There is a law in Missouri that lets tenants subtract the cost of repairs from their rent. This law has many limits. You can only subtract \$300 or half of one month's rent (whichever is higher).

THERE ARE OTHER REQUIREMENTS YOU HAVE TO MEET:

- Live at the home for at least 6 months
- Not owe any rent
- Keep every other part of the lease
- The problem has to be a safety problem
- Tell the landlord about the problem and give them 14 days to respond

If your landlord says the repair isn't a safety problem, you can request a building inspection from the city. If they find safety issues, send the report to your landlord. You have to give them 14 days to respond before hiring a professional to make the repair.

Subtract the cost up to the limit from your next month's rent payment. Be sure to give your landlord a copy of the receipt to show how much you are subtracting. **This is risky because your landlord could try to evict you for unpaid rent.** Keep proof that you met all requirements to repair and deduct so you can defend yourself in court if you need to.

E. TENANTS WITH HOUSING SUBSIDIES

There may be more options if you have a rental subsidy. This section covers the most common subsidies in the St. Louis area:

1. PUBLIC HOUSING

When you tell the property manager or the Housing Authority about a health or safety problem:

- a. They have to fix the problem quickly.
- b. If they can't fix it quickly, they have to reduce your rent in the meantime.
- c. If the problem can't be fixed, they have to move you to a new rental unit.

Keep records of every time you tell the property manager about the problem and how they respond. If they don't follow the requirements, you can ask for a grievance hearing. Section 10.E tells you how to do this.

Keep records of every time you tell the property manager about the problem and how they respond. This will help with the grievance process.

2. SECTION 8 VOUCHER (HOUSING CHOICE VOUCHER)

You can ask the Housing Authority to inspect your rental unit. The inspector will come and give your landlord a deadline to fix the problems they find. If the landlord doesn't make repairs by the deadline, the Housing Authority will withhold rent for 30 days. The landlord can't evict you for the housing authority's portion, but you should still pay your portion.

If the landlord still doesn't fix the problems, the Housing Authority will cancel their contract with your landlord. This will also end your lease. The Housing Authority will give you a new voucher to find another place. Move out as quickly as you can so your landlord doesn't try to evict you for staying over.

To start this process, contact your case worker to ask for an inspection. If you call, send an email after to record when you contacted them. If you don't hear from your case worker, call the Housing Authority and explain your situation.

3. FOR PROJECT-BASED SECTION 8 RESIDENTS

Notify your landlord of the bad conditions and your request for repairs. Notification by phone is OK, but also make a written request for the repairs by text, email or letter. If by letter, be sure to date your letter and to keep a photocopy. Document the bad conditions by taking photos and videos.

CONTACT:

- **Missouri Housing Development Commission (MHDC):**
1.866.605.7467 or 314.877.1350
- **HUD Multifamily Housing Complaint Line (MHFC):**
1.800.685.8470
- **In City of St. Louis, call the Citizens Service Bureau** to request a health or building inspection 314.622.4800

F. SHOULD I WITHHOLD RENT?

Be careful about withholding rent. **Landlords can try to evict you for unpaid rent, even for bad conditions.**

If you decide to withhold rent, put the rent money aside and do not spend it on other things. This shows the court you are able to pay rent. You may want to open a separate bank account to hold the money.

If your landlord files for eviction, you can show proof of the bad conditions to defend yourself. For more information about eviction cases, see section 9.H.

G. REPAIR REQUEST LETTER

Date: _____

To: _____
(Landlord's Name/Company Name)

(Street Address line)

City State Zip Code

From: _____
(Tenant's Name)

(Tenant's Current Address)

City State Zip Code

Dear _____
(Landlord's Name)

This is in reference to our conversation on _____ (date)
about maintenance concerns at my rental unit at _____

(address of home). I told you about

(describe the problem).

In our conversation, you agreed to _____
(describe the agreement, e.g., you agreed to fix the problem within 14 days,
or I will fix the problem and you will reduce my rent by \$100). If there is any
problem with this, please contact me.

Regards,

(Tenant Signature)

7. MOVING OUT

A. WHEN DOES MY LEASE END?

Most leases list a start and end date. You have to move out by the time your lease ends unless you and your landlord renew the lease. Some leases renew automatically. They should say when you or your landlord can decide not to renew.

Many leases say how long before the end date the landlord or tenant has to decide not to renew. For month-to-month leases, this has to be a full 30 days before the end date.

IF YOUR LEASE ENDS WITHOUT YOU AND YOUR LANDLORD TALKING ABOUT RENEWAL:

- If you pay rent and the landlord accepts, your lease becomes month-to-month.
- If you don't pay rent or your landlord doesn't accept it, your landlord could evict you.

B. STEPS FOR MOVING OUT



Make sure you and your landlord are clear about the date you will be moved out. You need to have ALL your belongings out by the end of the last day of your lease.

If you don't, your landlord could try to charge you for another month of rent.

TO AVOID CHARGES FROM YOUR LANDLORD:

- Remove ALL your belongings (including trash)
- Do a deep clean
- Take many pictures of every room in case your landlord tries to charge you for property damage

If you can, schedule a walk-through with your landlord when the unit is ready. Talk about any issues and get details of the conversation in writing with your landlord's signature. Return your key at the end of the walk-through and get a receipt.

Proof of returning the key shows the date you moved out.

This can help if your landlord claims you stayed over your lease. If you can't return the key in person or your landlord doesn't have a key receipt:

- Create a key receipt for your landlord to sign. Use the example in section 7.D
- Take a picture or video of returning the key or putting it in a secure drop box
- Confirm in an email or text with your landlord that they received the key

C. SECURITY DEPOSIT

Your landlord has to return your security deposit no more than 30 days after you move out. They can only keep back your security deposit for unpaid rent or damages (not regular wear and tear). They have to send you a list of what they're keeping your security deposit for within 30 days.

The landlord cannot charge you for repairing ordinary "wear and tear." Ordinary wear and tear means those repairs that need to be made just because someone has lived in the home.

Examples of ordinary wear and tear may include:

- Replacing old carpet.
- Repainting walls that have not been painted for several years.
- Replacement of shoddy materials such as cheap non-stain resistant carpet.

Examples of damage that are not ordinary wear and tear:

- Replacing carpet damaged by cigarette burns.
- Repainting walls after patching holes you put in the wall.

When you move out, give your landlord an address where they can send the security deposit. You do not need to give them your new address. If you are concerned that your landlord may sue you, you can give a PO Box or the address of a trusted friend.

If your landlord doesn't return your security deposit or send you a list of costs, ask them to send it in writing. You can use the sample letter in section 7.E. Keep a copy of the letter somewhere you will remember.

If your landlord still doesn't respond, you can sue them in small claims court. You can sue them for double your security deposit.

to sue in small claims court, you will need:

- Receipts for the security deposit and all rent payments
- The letter you sent asking for your security deposit
- The photos you took showing how your home looked when you moved out

There is an online handbook for small claims court in Missouri. Find it by going to <http://www.missourilawyershelp.org/legal-topics> and then click on "Small Claims Handbook."

You can also call the court where you live to get started:

- **St. Louis City, Circuit Clerk's office:** 314.622.4433
- **St. Louis County, Small Claims:** 314.615.8091

D. KEY RECEIPT

I, _____
(*your landlord's name*)

acknowledge that on _____(*date*) I received from _____
(*your name*)

the keys to the premises at _____
(*your address*)

(*Landlord Name, Written*)

(*Landlord Signature*)

E. SECURITY DEPOSIT DEMAND LETTER

Date: _____

To: _____
(Landlord's Name/Company Name)

(Street Address)

City State Zip Code

From: _____
(Tenant's Name)

I vacated my rental unit found at _____
(address of rental unit) on _____ (date you moved out, including year). I have not yet received my security deposit from you. Missouri law states that you had 30 days to either (1) return my full deposit of \$ _____ or (2) provide me an itemized list of any damages or deductions along with the balance of my deposit [535.300(6) RSMo].

It has been over 30 days since I left and, since you have not returned my deposit or given me a list of itemized deductions, I can sue for double the amount of the deposit being withheld. Rather than starting legal proceedings, I am writing to request that you send my full security deposit or the explanation of the deductions within 7 days of receiving this letter to _____
_____ (preferred full address, does not have to be address of your home). If I do not hear from you in that time, I will begin the process to take legal action.

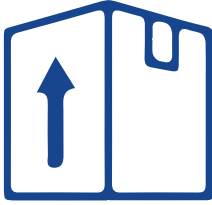
Thank you for your immediate attention to this matter.

Regards,

(Tenant Signature)

8. ENDING A LEASE EARLY

A. CAN I MOVE OUT EARLY?



If you move out before talking to your landlord, you could owe fees and rent for the rest of the lease.

Your lease should say if you can move out early and how to do it. If it doesn't, you could try to negotiate an agreement with your landlord. If you do, get the agreement in writing.

You can end your lease early if there are unsafe conditions. You can find more information on unsafe conditions in section 6.C of this toolkit.

You can end your lease early if you need to move because of domestic violence, sexual assault, or stalking.

They may ask for documentation of the issue, which could be:

- Order of Protection
- Police report or court document
- Statement signed by a medical or mental health professional
- Statement signed by a victim service provider

To make sure your landlord doesn't accuse you of breaking the lease, tell them in writing why you need to move.

You may have more options if you have subsidized rent. See section 10.B for more details.

B. CAN MY LANDLORD END MY LEASE EARLY?

Your landlord can NOT remove your belongings or change the locks to force you out. They have to file a case in eviction court. If they try to force you out illegally, you can use the sample letter in section 8.D to show your landlord you know your rights.

If your landlord locks you out illegally, you can call the police.

You can also contact Legal Services of Eastern Missouri for help.

- Phone: 314.534.4200
- Website: www.lsem.org

C. UNFAIR LEASE TERMINATION

Your landlord is wrong to end your lease early if:

- You didn't do what they say you did to break the lease
- OR
- The reason they give isn't listed in your lease

Gather proof and ask your landlord to change their mind. If they still tell you that you have to move out, you could choose to leave even though it's unfair. You may have other options if you have subsidized rent. See section 10.E for more information.



Choosing to stay is risky since your landlord could sue you for staying over your lease. If you stay, try to pay your rent when it would be due or set it aside if your landlord won't accept it.

If your landlord does sue to evict you, the proof that they were wrong to end your lease and the money set aside can help you defend yourself.

D. ILLEGAL EVICTION LETTER

Choose the version of this letter that applies to your situation.

Date: _____

To: _____
(Landlord's Name/Company Name)

(Landlord's Street Address)

City State Zip Code

From: _____
(Tenant's Name)

Dear _____:
(Landlord's Name)

I am writing to address you illegally evicting me by locking me out of my legal residence at

(address of rental unit)

Denying a tenant access to their unit through changing the locks or any other means without a court order is forbidden by Missouri law (441.233 RSMo). By doing so, you have illegally entered the home still in my possession and I am legally allowed to sue for double damages, plus penalties, for my time out of my home and any property damage. You must let me back into my home at once or I will take legal action to assert my right to be in my home.

OR

I am writing to address you intentionally shutting-off my utilities at my legal residence of

(address of rental unit)

A landlord intentionally interrupting essential services including electric, gas, water or sewer to a unit in an attempt to evict a tenant without a court order is forbidden by Missouri law (441.233 RSMo). Since you have done this, I am legally allowed to sue for double damages, plus penalties, for my time with diminished services and any property damage. You must turn on my utilities at once or I will take legal action to assert my right to be in my home with full services.

You can contact me at _____
(your phone number/email) to let me know when this has been done and I can return to my home. Thank you for your attention to this matter.

Regards,

(Tenant Signature)

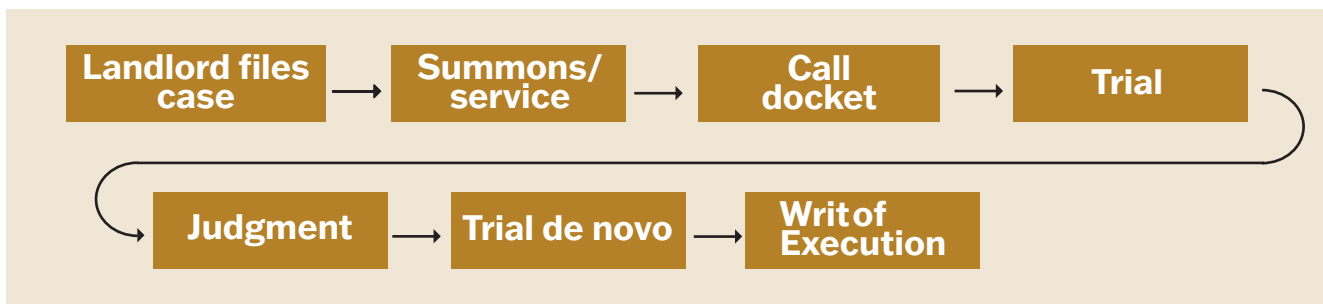
9.

EVICCTIONS

A. WHAT IS AN EVICTION LAWSUIT?



The only legal way for a landlord to make you move out is to get an order from a judge. They do this by suing you in eviction court. They present their reasons why you have to leave and you get a chance to defend yourself. If the judge decides your landlord is right, the sheriff will come and remove you from the property.



B. TYPES OF EVICTION LAWSUITS

THERE ARE 3 MAIN TYPES OF EVICTION CASES IN MISSOURI:

1. Rent and Possession
2. Unlawful Detainer
3. Expedited Eviction

1. RENT AND POSSESSION

A **rent and possession** case is when your landlord says you are behind on rent. They are asking for the court to order you to pay the rent owed and move out (give the landlord back “possession”).

At least some of the money you owe has to be actual rent (not fees or utilities) for this type of case. The total amount they ask for can include other costs. They can only include late fees or attorney fees if they are included in your lease.

2. UNLAWFUL DETAINER

An **unlawful detainer** case is when your landlord says you have stayed past the end of your lease. This includes when they ended the lease early for a good reason.

Your landlord can ask for double the amount of rent you would have paid for the extra months you lived there.

3. EXPEDITED EVICTION (441 EVICTION)

An **expedited eviction** happens when a landlord says there is an emergency situation, so the court needs to act quickly. (You may also hear people call this a **441 eviction**). Something the tenant did has to be unsafe to say it's an emergency. This includes illegal activity on the property.

The hearing will be scheduled as soon as possible, and the judge could order you to leave within 24 hours. If your landlord starts one of these cases, contact an attorney for help right away. There is a list of organizations that give legal help in section 9.D.

C. RECEIVING A SUMMONS

A **summons** is a document that tells you someone is suing you. It says who is suing you and tells you where and when to go to court to defend yourself.

The summons is delivered to you by a sheriff or private process server. This is called **service**.

They can deliver the summons by:

- **Personal service** – they hand the summons to you or someone 18 or older at your home
- **Posting** – they attach the summons to your door
- **Mail** – they mail you the summons using first class mail

If they deliver the summons by posting or mail only, the judge can only order you to pay rent if you go to court. The judge can still order you to move out. If they deliver by personal service, the judge can order you to pay rent and move out even if you don't go to court.

D. FIND AN ATTORNEY



You can represent yourself in an eviction case, but talking to an attorney can help. Especially when your landlord has an attorney, finding your own can help even the playing field. Even if an attorney can't stop you from being evicted, they can make the eviction less painful.

If you want to talk to an attorney, contact one as soon as possible after you receive the summons.

Contact information for organizations that provide free legal help for eviction cases:

- Legal Services of Eastern Missouri 314.534.4200
- Arch City Defenders 855.724.2489
- Catholic Legal Assistance Ministry 314.977.3993
- New Covenant Legal Services 314.726.6489
- SLU Law Legal Clinic 314.977.2778
- Wash U School of Law Legal Clinic 314.935.7238

E. APPEAR IN COURT

**Dress up when you go to court (think church or business clothes).
Don't wear certain clothes like:**



- Flip flops or slides
- Shorts
- Hat, unless it's for religious reasons
- Sunglasses
- Clothes with swear words or references to drugs
- Clothes that don't cover your shoulders or stomach

There are also ways people are expected to act in court. This includes:

- Be on time! Leave yourself time for travel and finding the right court room
- Stand when the judge comes in and when you talk to them
- Call the judge "Your Honor"
- Speak when it's your turn and don't interrupt when it someone else's
- Don't swear

The judge sees your clothes and the way you act as a sign you are taking the case seriously. Following their expectation can help your chances of winning the case.

Courts also have rules about what you can bring. You can bring your cell phone, but make sure it is turned off in the court room. You also can't eat, drink, or chew gum in the court room.

Don't bring any weapons or sharp objects. Be prepared to go through a metal detector and bag check when you arrive.

If you need accommodations for a disability or an interpreter, call the court before you go.

- **Saint Louis City**, 10 N. Tucker, St. Louis, MO 63101, 8th floor
Phone number: 314.622.4500
- **Saint Louis County**, 100 S. Central Ave., Clayton, MO 63105, 2nd floor
Phone number: 314.615.8029
- **Saint Charles County**, 300 N. 2nd Street, St. Charles, MO 63301
Phone number: 636.949.3080

The Office of State Court Administrator can also help with accessibility. Call them at 573.751.4377 or email access2justice@courts.mo.gov.

When you get to the courtroom, check in with the court clerk or bailiff. Confirm that you are in the right place then find a seat (with your attorney if you have one).

F. FIRST COURT DATE



It is important to go to court on your summons date. If you're not there to speak for yourself, the judge will give your landlord everything they are asking for. This is called a **default judgment**.

The only exception is if you weren't given the summons in person. If it was only posted or mailed, the judge can't charge you any money. They can still order you to move out.

The date on your summons is not a trial. There will be many people there with eviction cases. The judge will start with a docket call (like taking attendance). Say "here" when the judge calls your name. Next, you will have time to talk to your landlord (and their attorney if they have one). You can try to make an agreement to solve the issue. This is called settling the case. Learn more about this option in section 9.G.

You do **NOT** have to make an agreement. **DO NOT SIGN** any agreement you don't understand and agree with.

YOU HAVE TWO OPTIONS IF YOU DON'T MAKE AN AGREEMENT.

1. **Ask the judge for a continuance.** This would give you more time to negotiate, get money to settle the case, or find an attorney.

You can ask for more time later. You can create a motion to continue online at:

<https://motenanthelp.org/resources/diy-form-motion-to-continue/>

2. **Let the case be set for trial.** You can ask the judge to build in time for discovery, which means your landlord has to send you the information they will use in the trial.

See section 9.H for information about preparing for your trial.

G. SETTLE THE LAWSUIT

In Missouri, you can end a rent and possession case at any time by paying the full rent owed plus the court costs for the case. This is called pay and stay. You do not have to pay late fees and attorney's fees. Get a receipt when you pay or take a picture of the payment confirmation as proof for the court.

You and your landlord can also end the case by making an agreement before the case goes to trial.

A settlement agreement could include:

- Creating a payment plan (remember you will still need to pay regular rent each month)
- Moving out by a certain date in exchange for lower or no rent due
- Paying back rent in exchange for your landlord making repairs by a certain date

Once you make an agreement, there are 2 main ways to officially end the case:

1. Your landlord can tell the court to dismiss the case. Your landlord may want to wait and see that you keep your side of the agreement.
They do this by asking the court for a continuance.
2. You and your landlord can file a consent judgment with the court. This counts as an official court decision. Once you have done your part of the agreement, your **landlord needs to file a satisfaction of judgment with the court.**

The consent judgment is very serious. **If you aren't able to keep the agreement, the landlord can ask the sheriff to evict you right away.** You can't appeal the decision.

Be sure that you understand the agreement and will be able to keep it before signing. Talk to your landlord or their attorney about changing parts that don't work for you. You can also talk to the judge before signing anything if you are in court.

H. GETTING READY FOR TRIAL



If you and your landlord don't reach an agreement, the judge will set a date for a trial.

During the trial, your landlord will show evidence why you should be evicted or owe them money. You can also show evidence to defend yourself. Evidence can be documents, witnesses, or experts (like a building inspector).

YOU CAN DEFEND YOURSELF IN 2 WAYS.

1. You can show the landlord's reasons for evicting you are wrong (**an affirmative defense**).
2. You can also show that your landlord has not met their responsibilities, which includes not fixing unsafe conditions (**a counterclaim**).

You need to file a form with your defenses BEFORE the trial. Your attorney can do this for you. If you do not have an attorney, you can find the form in section 9.M. You can also get online help completing the form and filing it with the court at **www.motenanthelp.org**.

Make 2 copies of all documents, pictures, or receipts you will use to back up your defenses. One copy will be for the court and the other for your landlord and their attorney. You can make or print copies at the local library.

Talk to anyone who can be a witness for you. This is someone who saw something that helps your defense. Make sure they know when the trial is and can get there on time. Plan questions to ask them that will bring out facts that prove your defense. Tell your witness that the landlord or their attorney may also ask them questions. Tell your witness to answer all the questions truthfully. You can also be a witness if you want to speak for yourself.

I. DURING THE TRIAL

Like other court dates, give yourself plenty of time for travel and finding the right courtroom.

The trial begins with opening statements. Both sides give a short summary of their side of the case. Your landlord (**the plaintiff**) goes first. You (**the defendant**) go second.

Next, your landlord (or their attorney) will show the evidence they brought. They have to give you a copy of everything. Look at it to make sure the information is correct. You also have the chance to ask their witnesses questions.

Once they are done, you (or your attorney) show the evidence you brought. Give copies of your evidence to both the judge and your landlord. This is also when your witness answers questions.

After you have shown all your evidence, both sides make closing arguments. Take this time to recap the evidence you showed and how it proves your defenses.

J. THE JUDGE'S DECISION



The judge may tell you their decision right away or they may take time to think and put their decision in writing. **This decision is called a judgment.** The judgment will say if you owe money, how much, and if you have to move out.

The judgment becomes final after 10 days. If the judge decided that you have to move, the landlord has to wait those 10 days before asking the sheriff to remove your belongings. You may be able to appeal the decision, but you have to do it before the judgment is final. See section 9.K for more information.

It is still illegal for your landlord to move out your belongings or change the locks themselves. The sheriff usually posts a document with the date and time they will come to evict you. It is best to move out before they come if you can because you will lose anything still left in the unit when the sheriff comes.

K. ASKING FOR A NEW DECISION

If you think the judge's decision is wrong, you may be able to ask for it to be reviewed. Your options depend on the kind of judgment.



DEFAULT JUDGMENT

When you miss court and the judge makes a decision without you, you can ask for the decision to be **set aside**. You have to do this within 10 days after the judge's decision. If the judge agrees, they will give you a chance to defend yourself at a trial.

The court clerk can give you the form to explain why you missed court and how you plan to defend yourself. They will help you file the form (**called a motion**). They will schedule a court date for you to talk to the judge. The judge will decide whether to set aside the default judgement or not.

CONSENT JUDGMENT

A judge will not change a consent judgment. The way the court sees it, you agreed to what it says.

You can ask your landlord about changing the agreement yourselves. They don't have to agree. Any new agreement won't be enforced by the court, but it is still a good idea to get it in writing.

TRIAL JUDGMENT – RENT AND POSSESSION CASE

For rent and possession cases, you can ask for a new trial. This is called a **trial de novo**. You have to do this within 10 days of the trial decision.

The court clerk can give you the application for a trial de novo and help you file it. There is a fee for the application. If you can't afford it, the clerk can give you another form to ask for the fee to be waived. This is called filing in **forma pauperis**.

Even though you ask for a new trial, your landlord can still ask the sheriff to evict you. You can stop this by giving the full amount of money the judge says you owe to the court. This is called **posting a bond**. The money will only be given to your landlord if the new judge also decides you owe that money.

Even if you can't afford that and have to move, you can still have the new trial.

TRIAL JUDGMENT – UNLAWFUL DETAINER CASE

For unlawful detainer cases, the only way to ask for a new decision is through an **appeal**. This is complicated and you will probably need help from an attorney.

You need to file a form to start the appeal within 10 days of the trial decision. It may take more than 10 days to start working with an attorney. You can file the document (called a Notice of Appeal) yourself with the court clerk.

L. ASK TO TAKE THE CASE OFF YOUR EVICTION RECORD

You can ask a judge to make your case not visible to the public. This is called **raising the security level**. The judge will agree if the case being visible is harming you. This includes making it hard for you to find a new place to live. Even if you win the case, you still want to raise the security level. Future landlords may see that you had an eviction case and not take the time to check the outcome.

The steps to raise the security level depend on where your case is. Some judges want you to submit a written motion. You can find a sample motion in section 9.N.

ST. LOUIS CITY

1. Request directly from the judge overseeing the case. Approach the judge and/or courtroom clerk on a weekday docket when they are free. The best times are between 10:30 am-12:00 pm or after 1:30 pm.
2. The judge may let you make the request while the case is ongoing. You can also make the request anytime after the case is finished.
3. You can make request orally or write a motion.
4. Judges will grant without needing evidence, testimony, or consent of the opposing party.

ST. LOUIS COUNTY

1. You **MUST** request from the presiding judge of the county. (currently Judge Elizabeth Ott)
2. You **MUST** write motion requesting security raised and e-file.
3. You **MUST** contact the presiding judge's clerk (Carol Turner) to find out what dates to set a hearing on the motion (will always be a Monday at 2:00 pm). You can contact her at Carol.Turner@court.mo.gov
4. You **MUST** go to the courthouse and file a Notice of Hearing.
5. You **MUST** appear to the hearing docket (The judge takes cases with attorneys first).
6. The presiding judge requires three things to raise security level:
 - a. The case must be finished, disposed, or judgment satisfied. This means the Dismissal or Satisfaction of Judgment should be filed prior to filing your motion to raise security level.
 - b. There must not be any money still owed to the plaintiff (your landlord.)
 - c. The case being visible on CaseNet must be causing some harm to you (the movant). This can include preventing you from securing housing.

7. You will take the stand and be sworn in under oath.
8. You need to show the three requirements listed above. (The presiding judge will ask you questions – trying to learn the same three things.)
9. The presiding judge will (almost always) take the case under consideration and will mail her ruling within a week.

ST. CHARLES COUNTY

1. File Motion to Raise Security Level with the judge overseeing the case.
2. File Motion after disposition of the case.
3. Brief Statement of Facts including:
 - a. Date case was filed
 - b. Date case was dismissed
 - c. How the case being visible is causing harm

M. FILING ANSWERS IN COURT

**IN THE CIRCUIT OF ST. LOUIS COUNTY, MISSOURI
ASSOCIATE CIRCUIT DIVISION**

_____,)
)
 Landlord/Plaintiff,)
) **Case No.** _____
 vs.)
) **Division No.** ____
 _____,)
)
 Tenant/Defendant.)

AFFIRMATIVE DEFENSES AND COUNTERCLAIM

**PURSUANT TO 517.031, DEFENDANT FILES NO ANSWER, DEEMING ALL ALLEGATIONS DENIED*

MOTION FOR LEAVE

Defendant seeks leave to file Defendant’s Affirmative Defenses and Counterclaim pursuant to 517.031 RSMo.

AFFIRMATIVE DEFENSES

Defendant prays for the dismissal of Plaintiff’s claims based on the following affirmative defenses:

SET-OFF

- 1. In his suit against Defendant, Landlord demands payment for back-rent.
- 2. Should the Court find any rent to be due and owing, Defendant’s damages, arising from the claims set forth below, should be set-off against the amount deemed to be owed.

BREACH OF THE WARRANTY OF HABITABILITY

- 3. The Plaintiff violated the warranty of habitability in that the condition of the home affected Defendant’s life, health or safety and rendered the home uninhabitable in that:

___ the home is infested with bugs or vermin. ___ there is inadequate or no heat.

___ electrical problems make the home unsafe. ___ the plumbing is not in working order.

___ the home had dangerous structural issues. ___ other:

___ the home has standing water or sewage.

- 4. The Defendant notified Plaintiff of the defects above on or around the following date(s):

5. Plaintiff failed to make the repairs in a reasonable amount of time.
6. Plaintiff's breach of the warranty of habitability provides a defense for non-payment of rent.

WHEREFORE, Defendant prays that the Plaintiff's Petition be dismissed with prejudice.

**COUNTERCLAIM
WARRANTY OF HABITABILITY**

Defendant incorporates all preceding paragraphs and states:

7. As set forth above, the Plaintiff violated the warranty of habitability.
8. As such, the Defendant seeks compensation for the rent paid during the period the home was uninhabitable as well as:

____ out of pocket expenses.

____ punitive damages due to Landlord's outrageous conduct.

WHEREFORE, Defendant prays for judgment and damages, and for such other relief as the Court deems proper.

Respectfully submitted,

Tenant Signature (pro se)

Tenant address

Tenant phone number

Tenant Email

CERTIFICATE OF SERVICE

I certify that on _____ (date), I provided a copy of this document to Landlord or Landlord's attorney by:

____ emailing Landlord or attorney at this address _____

____ hand delivery to Landlord or attorney at this address: _____

____ mail to Landlord or attorney at this address: _____

____ fax to Landlord or attorney at this number: _____

Defendant signature (acting pro se)

N. MOTION TO RAISE THE SECURITY LEVEL

IN THE CIRCUIT COURT OF _____ COUNTY
STATE OF MISSOURI

_____,)
Plaintiff,)
) **Case No.:** _____
)
v.) **Division** ____
)
_____,)
Defendant.)

MOTION TO RAISE SECURITY LEVEL

Defendant requests this Court to order the entire record of this case be made confidential and raise the security level so that it is not available to the general public. In support of this Motion, Defendant states the following:

STATEMENT OF FACTS

1. Plaintiff filed this eviction action on _____, 20__.
2. The case ended by _____ on _____, 20__.
3. The visibility of this lawsuit on Case.net has interfered, and is interfering, with the Defendant's ability to obtain stable housing.

WHEREFORE, Defendant respectfully requests this Court grant the Motion to Raise Security Level and order the entire record of this case be made confidential so that it is not available to the general public.

Respectfully submitted,

[Defendants Name printed]

10. SUBSIDIZED HOUSING PROGRAMS

A. WHAT IS SUBSIDIZED HOUSING?

In subsidized housing programs, tenants pay lower rent because of financial help from the government. Sometimes the government works with local organizations or landlords. When they work with tenants directly, it is usually through the local public housing authority.

The most common programs in the St. Louis area are:

- **PUBLIC HOUSING** – Rental housing owned by the housing authority. Rent is based on income.
- **SECTION 8 VOUCHER (HOUSING CHOICE VOUCHER)** - The tenant finds a home to rent, and the housing authority pays a portion of their rent each month. The portion depends on income.
- **PROJECT-BASED SECTION 8** – The housing authority pays a portion of rent for tenants living in a specific unit. The portion depends on income.
- **LOW-INCOME HOUSING TAX CREDIT (LIHTC)** - A property where the owner gets government help to charge lower rent to low-income renters. Rent is a set amount.

PUBLIC HOUSING AUTHORITIES FOR OUR AREA:

- **St. Louis Housing Authority (City)**
3520 Page Blvd., St. Louis, MO 63106
Phone: 314.531.4770
Website: www.slha.org
- **County Housing (formerly Housing Authority of St. Louis County)**
8865 Natural Bridge, St. Louis, MO 63121
Phone: 314.428.3200
Website: <https://countyhousing.org/>
- **Full list of housing authorities in Missouri:**
www.hud.gov/program_offices/public_indian_housing/pha/contacts

B. RULES & RIGHTS FOR SUBSIDIZED HOUSING PROGRAMS

Tenants with subsidized housing have the same rights as other tenants PLUS more. Your lease should list the rules and your rights for your program. You should keep any documents you receive since they may have important information. (You can keep them in the pocket in this section).

FOR ALL PROGRAMS

Only pay your rent portion! Use the amount from the last notice you got in writing (which could be your lease). Even if your landlord is pressuring you, **you could lose the rent assistance if you pay more.**

Give all the information the housing authority or landlord asks for to certify your income. **Tell your case worker or landlord about any changes to your income or household right away.** See section 10.E for more information about certifications.

If you pay your own utilities, you should get a **utility allowance**. This could be a payment to you or subtracted from your rent. It is a set amount, so it may not cover your whole bill.

If you experience discrimination while applying for subsidized housing, you can report it. This also includes a LIHTC landlord refusing to rent to someone because they have a voucher.

- For public housing or a Section 8 program, call the FHEO:
1.800.669.9777
- For LIHTC, call the Missouri Commission on Human Rights:
1.877.781.4236

Tenants are protected by the Violence Against Women Act (VAWA).

Survivors of domestic violence, sexual assault, or stalking can't be held responsible for the abuse. This includes not losing housing or rental assistance. Survivors can also request an emergency transfer to somewhere safer.

DIFFERENCES BETWEEN PROGRAMS

This chart has details about subsidized housing programs that are different from each other. Find your program at the top and read down the column.

	PUBLIC HOUSING	SECTION 8 VOUCHER (HOUSING CHOICE VOUCHER)	PROJECT-BASED SECTION 8	LOW-INCOME HOUSING TAX CREDIT (LIHTC)
Minimum lease length	12 months	12 months	12 months to start, then allowed to be month-to-month.	At least 6 months to start, then allowed to be month-to-month.
Does the program and lease renew automatically?	Yes, unless ending for a reason from the lease.	Voucher is renewed, unless ending for a reason from the program rules. Lease is not renewed automatically.	Yes, unless ending for a reason from the lease.	No
How is rent calculated?	Calculated by housing authority. (Usually 30% of your income.)	Housing authority negotiates rent with landlord. Then they calculate the portion you pay. (Usually 30% of your income.)	Calculated by landlord. (Usually 30% of income.)	Rent amount is set for the unit. Annual income certification confirms eligibility.
Regular inspection of rental unit?	No	Yes	No	No
What happens if income goes above program maximum?	Pay full market rent, lease will not end early.	Pay full market rent, voucher ends.	Pay full market rent, lease will not end early.	No change during lease, may be allowed to renew lease.
Grievance process? (details in sections 10.E)	Yes	Yes	Yes	No

C. SECTION 8 VOUCHER (HOUSING CHOICE VOUCHER)



Using your Section 8 Voucher can be complicated. These are the basic steps for finding a place to live once you have your voucher. You should also have a **case manager with the housing authority who can help answer questions.**

1. Find a rental unit that fits with your voucher.
2. Apply like you would normally. You will have to pay the application fee yourself.
3. Once a landlord accepts your application, work with them to complete the packet for the housing authority.
4. The housing authority will negotiate total rent with the landlord.
5. Once they agree, the housing authority will inspect the rental unit. They will give the landlord a list of repairs to make if needed.
6. Wait for approval from the housing authority before moving in and before paying the security deposit if possible! The housing authority will not start paying their portion until they approve the home.
7. The housing authority will do a yearly inspection. If the landlord doesn't fix maintenance issues, the housing authority may stop paying their portion. If the problem continues, they will issue you a new voucher to find a new place to live.
8. If you and the landlord are not going to renew your lease, tell your case worker as soon as possible. They will issue you a new voucher.

D. CERTIFICATION AND RECERTIFICATION



Certification is how the housing authority or landlord figures out if you are **eligible for the program**. It is also how they **calculate your rent** for all programs except LIHTC.

They will also do a **recertification once a year**. If anything changes about your income and household, in the mean time they will do an interim recertification.

RECERTIFICATION

Recertification should happen every year before the anniversary of your move in date. **The housing authority or landlord should send you a notice in writing at least 120 days before that date.** The notice should tell you the documents they need from you and where to send them. Be sure to give them everything before the due date.

If you don't hear from the housing authority or your landlord, reach out to them. **Keep a record of contacting them as proof** that you didn't cause any delay. You can use the Recertification Tracking Chart in section 10.F to keep track of your recertifications. Make sure all the information you give is correct. If they have to make a change later because the information was wrong, you could owe the difference in rent.

If they are recalculating your rent, they should tell you in writing your new rent amount. If it goes down or stays the same, that will immediately be your new rent amount. If it goes up, they have to give you 30 days between when they tell you and when your rent amount changes.

If the new rent amount seems wrong, ask your case manager or landlord about it. If they aren't helpful, you can begin the grievance process. (See section 10.E for instructions).

REPORT CHANGES BETWEEN RECERTIFICATIONS

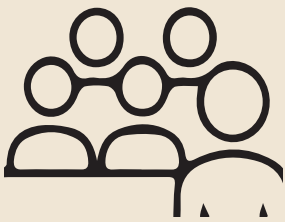
Not reporting major changes on time could lead to owing back rent or losing your rental subsidy. Always report the following to your landlord or housing authority as soon as they happen:

- Change in income for anyone in the household
- New children entering household through birth, adoption, guardianship
 - Get approval before anyone else moves in (including long-term guests)
- Increased childcare costs or medical expenses
- Household member turning 62 years old
- Household member becoming a person with a disability
- New assets, such as new investments or a big increase to your savings

E. GRIEVANCE PROCESS

A grievance process is **a way to raise a complaint.**

You can raise a grievance for many issues, including:



- Problem with rent calculation or notice of rent increase
- Problem with recertification
- Unfair lease or program termination
- Maintenance issues not being fixed
- No response to requests related to a domestic violence situation

The details of the grievance process depend on your subsidized housing program.

PUBLIC HOUSING

In most cases, you have the right to take part in grievance procedures to resolve issues with the housing authority.

Request a grievance hearing as soon as possible after the problem happens. You can make the requests verbally, but **it is best to do it in writing so you have proof of making the request.**

1. Make a request to your property manager asking for an informal hearing.
2. After the informal hearing, the housing authority should provide a summary of what was decided at the meeting.
3. If you are not satisfied with the agreement, make a request for a formal hearing.
4. At the formal hearing, you will get to present evidence and arguments to an external decision-maker. Their decision will be final.

SECTION 8 (HOUSING CHOICE VOUCHER & PROJECT BASED)

You have the right to request a hearing to resolve issues between you and the housing authority. You have this right even if the housing authority is trying to end your Section 8 subsidy. You can make the requests verbally, but **it is best to do it in writing so you have proof of making the request.** This right does not apply to issues with your private landlord for tenants with vouchers.

1. Make a request for an informal hearing
2. The housing authority or landlord (depending on if you have a voucher vs. project based) will schedule a hearing. You will get to present evidence and arguments.
3. After the hearing, the housing authority should tell you their decision in writing.
4. For Project Based only: If the landlord does not make prompt repairs, you can contact the HUD Multifamily Housing Complaint Line at 1.800.685.8470

LIHTC (LOW-INCOME HOUSING TAX CREDIT)

There is no set grievance process for LIHTC. You can always ask for a meeting with your landlord to talk about issues. If you still have problems, you can report housing discrimination to the Missouri Commission on Human Rights or unfair lease terminations to the Missouri Housing Development Commission.

- Missouri Commission on Human Rights: 1.877.781.4236
- Missouri Housing Development Commission (MHDC): 866.605.7467

F. RECERTIFICATION TRACKING CHART

This chart is a tool to keep track of recertifications. The goal of this document is for you to have a record of your recertifications in case any issues come up.

Move in date: _____

The annual recertification is due on the same day and month as your move in date each year. The housing authority or landlord is supposed to send you written notice of recertification explaining what documents they need from you at least 4 months before the recertification is due.

	DATE NOTICE RECEIVED	DATE RECERTIFICATION COMPLETED	UPDATED RENT PORTION
1st Recertification			
2nd Recertification			
3rd Recertification			
4th Recertification			
5th Recertification			
6th Recertification			
7th Recertification			
8th Recertification			
9th Recertification			

11. COMMUNITY RESOURCES

A. HOUSING SEARCH

RENTAL LISTING SEARCH WEBSITES

- **STLHousingSearch.com** - Available affordable listings. Can filter by school district, distance to public transit, last updated (to find listings most likely still available).
- **AffordableHousing.com** - Available listings with a focus on affordability.
- **Zillow.com**
- **Apartments.com**
- **HopeForSeniorsSTL.org**
 - List of affordable housing options. Focus is senior housing but includes options for adults of any age.
 - Click on “Senior Housing List” above big picture then scroll down on webpage to click on “Senior Housing List” link.
- **Resources.hud.gov**
 - Map of affordable housing options funded by Federal housing programs (does not list whether units are available).
 - Click on “Find Affordable Housing Opportunities Near Me”

PUBLIC HOUSING AND SECTION 8 VOUCHER

The waitlist for these programs is often closed but check with your Public Housing Authority for openings. (You can find contact information for Housing Authorities in section 10.A of this toolkit).

If you get on the waitlist:

- Keep your information up to date! (They will move on quickly if they cannot contact you).
- Collect original copies of documents they will need when they have an opening for you.

HOME BUYER PROGRAMS

- | | |
|----------------------|--|
| • Better Family Life | www.betterfamilylife.org |
| • Beyond Housing | www.beyondhousing.org |
| • CAASTLC | www.caastlc.org |
| • Urban League | www.ulstl.com |
| • Justine PETERSEN | www.justinepetersen.org |

B. RENTER RESOURCES

RENT ASSISTANCE

Financial aid to help pay overdue rent is limited and changes often. These organizations sometimes have rental help or could be places to start looking for help.

- **URBAN LEAGUE**
Offers rental and mortgage help and programs for homeownership.
Website: www.ulstl.com/housing-empowerment.html
St. Louis City
Phone: 314.615.3600
Address: 1408 N. Kingshighway Blvd, St. Louis, MO 63113
St. Louis County
Phone: 314.388.9840
Address: 8960 Jennings Station Road, Jennings, MO 63136
- **COMMUNITY ACTION AGENCY OF ST. LOUIS COUNTY (CAASTLC)**
For residents of the county, offer rental and mortgage help and programs for homeownership.
Website: www.caastlc.org/housing-assistance
Phone: 314.863.0015
Address: 2709 Woodson Road, Overland, MO 63114
(Monday – Friday, 8:00 am – 5:00 pm)
- **ST. VINCENT DE PAUL**
Housing help including funding for rent and mortgage payments.
Call the chapter of the Society of St. Vincent de Paul for your neighborhood about availability.
Phone number lookup:
www.svdpstlouis.org/get-help/request-help-conference-finder
- **LOAVES & FISHES**
Phone: 314.291.3857
Website: www.loavesandfishes-stl.org/utility-services/
- **MERCY NEIGHBORHOOD MINISTRY – Rent Assistance List**
Click on the link for the “Utility and Rent Assistance” for your area from the list on their resources
Website: www.mercy.net/practice/mercy-neighborhood-ministry/mercy-neighborhood-ministry-resources

If you are working with a case manager at any organization, ask them about rental aid sources that require a referral from a social worker.

TENANT ORGANIZING

- **ACTION STL “WE THE TENANTS” GROUP**

We the Tenants is a housing campaign and monthly renter’s meeting organized by Action St. Louis and Arch City Defenders. Attendees learn how to organize around local housing policy, general tenant education, and build community around renting in the city.

Meeting information: bit.ly/wtctoctmeeting

Social media: www.instagram.com/actionstl

C. UTILITY ASSISTANCE

AMEREN

- **Website:**

www.ameren.com/missouri/residential/energy-assistance

- **Payment agreement** to catch up on past due bills
- **Keeping Current/Keeping Cool Program** – credits toward your monthly bills
- **Dollar More Program** – emergency assistance up to \$600 per year
- **New Start Energy Relief** – clear bill balance for those who have been unhoused
- **Clean Slate Program** – clear bill balance after financial hardship, pay 10% of bill

SPIRE

- **Website:** www.spireenergy.com/assistance
- **Payment arrangement** to catch up on past due bills
- **Budget Billing** – spread out gas costs across all 12 months to make winter bills more affordable
- **Extended Payment Date** – shift bill due date to match with SSI checks
- **Payment Partner Program** – credits to monthly bills, matching your payments toward past due bills
- **Dollar Help Program** – emergency assistance up to \$1,000
- **Medical Emergency Program** – delay disconnection up to 21 days during a medical emergency

METROPOLITAN ST. LOUIS SEWER DISTRICT (ST. LOUIS CITY AND WELLSTON)

- **Website:** www.msdpjectclear.org/customers/billing/customer-assistance-program
- **Customer Assistance Program** – 50% rate reduction to qualified customers (only available if your name is on the account, not your landlord’s)

MISSOURI AMERICAN WATER

- **Website:**
www.amwater.com/moaw/Customer-Service-Billing/Payment-Assistance-Options
- **Budget Billing** – spread out water cost across all 12 months to keep water bills steady
- **Enhanced Installment Plan** – catch up on past due bills before service is disconnected
- **H2O Help to Others Program** – funding to help people having trouble paying their water bill

LIHEAP UTILITY ASSISTANCE PROGRAM

- **Eligibility and application form:**
www.mydss.mo.gov/utility-assistance/liheap
- Send applications or request assistance from your local agency. (Find your organization from the list on the LIHEAP website.)

URBAN LEAGUE (ST. LOUIS CITY)

- **Website:** www.ulstl.com/liheap--energy-assistance.html
- **Phone:** 314.615.3632
- **Email:** dlewis@urbanleague-stl.org
- **Address:** 1408 North Kingshighway Blvd, St. Louis, MO 63113
Office: Monday – Friday, 8:00 am – 12:00 pm
Application drop box: Monday – Friday, 12:00 pm – 5:00 pm

CAASTLC (ST. LOUIS COUNTY)

- **Website:** www.caastlc.org/energy-services
- **Phone:** 314.863.0015
- **Email:** Caastlapps@caastlc.org
- **Addresses:**
 - 2709 Woodson Road, St. Louis, MO 63114
Monday – Friday, 8:00 am – 5:00 pm
 - 26B North Oaks Plaza, St. Louis, MO 63121
Monday – Friday, 8:00 am – 5:00 pm

HEAT UP/COOL DOWN ST. LOUIS

Utility and HVAC assistance for both St. Louis City and County

- **Website:** www.heatupstlouis.org

ENERGY CARE

Provide utility assistance, furnace/HVAC repairs, portable heaters and air conditioners to households with seniors, children under 5 years old, or members with chronic illness or disability.

- **Website:** www.energycare.org
- **Phone:** 314.773.5900
- **Address:** 2758 Wyoming Street, St. Louis, MO 63118
Monday – Friday, 8:00 am – 4:30 pm

LOAVES & FISHES

- **Website:** www.loavesandfishes-stl.org/utility-services
- **Phone:** 314.291.3857

D. MEDIATION SERVICES

COMMUNITY MEDIATION SERVICES OF ST. LOUIS

Landlord tenant mediation to find resolutions for issues that are not part of a formal legal process.

- **Website:** www.mediationstl.org
- **Phone:** 314.884.8479
- **Email:** info@mediationstl.org

CONFLICT RESOLUTION CENTER (ST. LOUIS CITY ONLY)

Helps people communicate and work towards reaching agreements, rebuilding relationships, and finding permanent solutions to their disputes.

- **Phone:** 314.255.7449
- **Online Service Request Form:** www.crcstl.org/gethelp

ST. LOUIS MEDIATION PROJECT

Mediation services in the community and at St. Louis County eviction courts for clients and landlords not represented by attorneys.

- **Website:** www.stlmediationproject.org
- **Phone:** 314.833.0226
- **Email:** coordinator@stlmediationproject.org

E. FURNITURE

ST. VINCENT DEPAUL

Bed Program that provides voucher for a bed, including mattress, pillows, sheet sets, and bed frame. Call the chapter of the Society of St. Vincent de Paul for your neighborhood about availability.

- **Phone number lookup:**

www.svdpstlouis.org/get-help/request-help-conference-finder

SLEEP IN HEAVENLY PEACE

Beds for kids (3-17 years old), includes delivery to your home.

- **Online application:** www.shpbeds.org/chapter/mo-wentzville, click “Apply for a Bed” button

BED BUGS

Contact your landlord right away if you think you have bed bugs so they can bring in a qualified inspector!

- **Info for Tenants:**

www.health.mo.gov/living/healthcondiseases/communicable/bedbugs/homeowners.php

- **Department of Health Brochure:** www.health.mo.gov/living/healthcondiseases/communicable/bedbugs/pdf/brochure.pdf

F. HOUSING DISCRIMINATION

HUD DISCRIMINATION COMPLAINTS

Help reporting an experience of housing discrimination

- **Website:** <https://portalapps.hud.gov/FHEO903/Form903/Form903Start.action>
- **Phone:** 1.800.669.9777

G. SHELTERS

Many shelters in the area require that you get a referral to stay there. There are a few ways to get a referral:

- **Call the Housing Helpline:** 314.802.5444
- **Dial 211** (24/7 hotline managed by United Way)
- **Visit** the St. Patrick Center

Welcome Center, 800 N. Tucker Street, St. Louis, MO 63101

Monday – Friday, 8:00 am – 12:00 pm and 1:00 pm – 4:30 pm

Share all needs you have (housing or otherwise) when contacting these places because they have connections with other resources besides shelter!

If you are looking for shelter because you have experienced domestic violence, refer to the Safety subsection (11.O) for helplines and specific shelters you can call directly.

H. DROP-IN CENTERS

Drop-in centers provide non-shelter services that include showers, food, internet access, case management, extreme temperature relief, and connection to other resources. You can “drop in” anytime during open hours.

ST. PATRICK CENTER - WELCOME CENTER

Provides hot lunches, showers, laundry facilities, a permanent mailing address, and opportunities to socialize in a safe environment. Also offer connection to medical and chiropractic care, mental health care, childcare, employment and training services, and housing resources.

- **Address:** 800 N. Tucker Blvd., St. Louis, MO 63101
(entrance on left side of building)
- **Intake Hours:** Monday – Friday, 8:00 am – 12:00 pm, 1:00 pm – 4:30 pm
- **Lunch Served:** 7 days a week at 12:00 pm
- **Phone:** 314.801.0700

BRIDGE OF HOPE MINISTRIES

Open hours are for walk-in assessments. Once a part of their program, provide access to showers, clothing, laundry, lunch service, and adult classes (GED, reading, computer access).

- **Website:** www.bridgeofhopestl.org
- **Address:** 4001 Cottage Avenue, St. Louis, MO 63113
- **Hours:** Monday – Thursday, 9:00 am – 1:00 pm
- **Phone:** 314.405.0253

ST. MARTHA’S DROP-IN CENTER (Survivors of Domestic Violence)

Support, safety planning, legal advocacy, and information either in person or by phone.

- **Website:** www.saintmarthas.org/new-drop-in-center
- **Address:** 4733 Mattis Road, St. Louis, MO 63128
- **Hours:** Monday – Friday, 10:00 am – 4:00 pm
- **Phone:** 314.487.2062

ST. LOUIS EMPOWERMENT CENTER

(People with Mental Health and Substance Use Needs)

A drop-in center for mental health and substance abuse recovery. Offers support groups, programs, and employment classes. Also offers showers, laundry, daily lunch, and free Naloxone.

- **Website:** www.dbsaempowerment.org
- **Address:** 907 Dock Street, St. Louis, MO 63147
- **Hours:** Monday – Friday, 9:00 am – 3:00 pm
- **Phone:** 314.652.6100

PUBLIC LIBRARIES

Libraries offer services like free computer access, information about programs and organizations, and a safe place to spend time. Many libraries also serve as **official warming and cooling centers** during extreme temperatures.

- **St. Louis Public Library** (City) website: www.slpl.org
- **St. Louis County Library** website: www.slcl.org

YOUTH SPECIFIC DROP-IN CENTERS

COVENANT HOUSE (ages 16-24 years old)

Connection to crisis resources 24/7. Offer life skills classes and connection to medical and mental healthcare.

- **Address:** 2727 N. Kingshighway, St. Louis, MO 63113
- **Drop-In Hours for Crisis Services:** 24/7
- **Phone:** 314.533.2241
- **Website:** covenanthousemo.org

THE SPOT (ages 13-24 years old)

Offers showers, laundry, food, computers with Internet access, medical care, mental health care, and educational and job services.

- **Address:** 4169 Laclede Ave., 1st Floor, 63108
- **Hours:** Monday – Friday, 9:00 am – 12:00 pm, 1:00 pm – 4:00 pm (closed all day the last Friday of every month)
- **Phone:** 314.535.0413

EPWORTH YOUTH DROP-IN CENTER (ages 11-20 years old)

Safe place with recreational activities and life skills classes. They serve lunch and provide clothes, laundry, hygiene kits, and food kits. Can connect to shelter and transitional housing programs.

- **Address:** 7520 Natural Bridge Road, St. Louis, MO 63121
- **Hours:** Monday – Thursday, 12:00 pm – 5:00 pm and Friday, 1:00 pm – 5:00 pm
- **Crisis Hotline:** 314.727.6294 or 800.899.5437
- **Phone:** 314.222.4877

YOUTH ON THE RISE (ages 12-19 years old)

Safe place with activities, computers with Internet access, life skills classes, and food. Case managers can also connect to resources including counseling, education, and legal resources.

- **Address:** 12079 Bellefontaine Road, St. Louis MO 63138
- **Drop-In Hours:** Monday – Friday, 1:00 pm – 5:30 pm
Appointments Monday – Friday, 8:30 am – 12:00 pm
- **Phone:** 314.355.2348

I. FOOD

GOVERNMENT PROGRAMS

SNAP (FOOD STAMPS)

Set amount of money each month that can be used for groceries.

- **Apply online:** www.mydss.mo.gov/food-assistance/apply-for-snap
- DSS will call you to complete a phone interview
- **Try to answer this call if possible.** Wait times can be very long when you call back to complete the interview.
- Contact Legal Services of Eastern Missouri if you are having trouble getting someone on the phone to complete the interview.

WIC (WOMEN, INFANTS AND CHILDREN)

Supplemental food/formula/breastfeeding support for pregnant and new parents, and for infants and children up to age five.

- **Apply through a local agency.**
- Local agencies and eligibility information:
www.health.mo.gov/living/families/wic

FOOD BANKS

ST. LOUIS AREA FOODBANK

Search for food pantries and food distribution events. Can also contact for help applying for public benefits and connections to resources for other needs.

- **Online Search:** www.stlfoodbank.org/find-food
- **Phone:** 314.292.6262

OPERATION FOOD SEARCH

- **Online search:** www.operationfoodsearch.org/find-food
- **Call:** 314.726.5355, then press 1
- **Text:** 785.503.3310, send your zip code to find a food bank nearby

NATIONAL HUNGER HOTLINE

- **Call:** 1.866.3-HUNGRY (1.866.348.6479)
- **Text:** 914.342.7744 to send a question

NEIGHBORHOOD KITCHEN COLLECTIVE

Flexible food pickup time and food delivery for those without reliable transportation. Delivers to downtown and South city. Includes non-perishables as well as some fresh bread products when available.

- **Text:** Text the word "FOOD" to (314) 827-6732 to request food pick-up or delivery
- **Website:** www.facebook.com/neighborhoodkitchencollective

THE FIT AND FOOD CONNECTION

Bi-weekly deliveries to North City and North County, including fresh produce, with one emergency delivery while on waitlist.

- **Phone:** 314.649.7367
- **Website:** www.fitandfoodconnection.org/food-assistance-delivery

ST. LOUIS METRO MARKET

Mobile farmers market selling fresh produce at affordable prices, May – November.

- **Mobile market schedule:** www.stlmetromarket.org

J. EMPLOYMENT

MOJOBS

Online job postings and information about job fairs, workshops, and job training resources.

- **Website:** www.jobs.mo.gov/jobseeker

SLATE

Assists with job search support for St. Louis City residents.

- **Website:** www.stlouis-mo.gov/slate
- **Phone:** 314.589.8000
- **Address:** 1520 Market Street, 3rd Floor, St. Louis, MO 63103
Monday, Tuesday, Thursday, Friday, 8:00 am – 5:00 pm
and Wednesday, 9:00 am – 5:00 pm

EMPLOYMENT CONNECTION

Helps individuals with barriers to employment through job training and wraparound services.

- **Website:** www.employmentstl.org
- **Online Request for Services form:**
www.employmentstl.org/request-for-services
- **Phone:** 314.333.5627
- **Addresses:**
 - 2838 Market Street, St. Louis, MO 63103 (City)
 - 715 Northwest Plaza Drive, St. Ann, MO 63074 (County)

BETTER FAMILY LIFE

Hosts hiring events and workforce development programs.

- **Website:**
www.betterfamilylife.org/workforce-development-information
- **Phone:** 314.367.3440
- **Address:** 5415 Page Boulevard, St. Louis, MO 63112
Monday – Friday, 8:00 am – 5:00 pm

K. INCOME

UNEMPLOYMENT BENEFITS

Financial assistance after the loss of a job.

- Eligibility and application information:
www.labor.mo.gov/unemployed-workers

SUPPLEMENTAL SECURITY INCOME (SSI)

SSI provides monthly benefits to income-qualified children and adults with a disability.

- Eligibility and application information: www.ssa.gov/ssi/

SOCIAL SECURITY DISABILITY INSURANCE (SSDI)

SSDI provides monthly benefits to people who are not able to work for a year or longer due to disability.

- Eligibility information: www.ssa.gov/benefits/disability/qualify.html
- Online application: secure.ssa.gov/iClaim/dib

CHILDCARE SUBSIDY

The childcare subsidy program provides financial assistance to help families afford childcare.

- Eligibility & application information:
<https://www.dss.mo.gov/fsd/child-care-apply.htm>

TEMPORARY ASSISTANCE (TANF)

Cash benefit for low-income families with children. Eligibility includes work requirement.

- Eligibility and application information:
www.mydss.mo.gov/temporary-assistance/apply

L. TRANSPORTATION

REDUCED FARE MONTHLY METRO PASS OR ON THE WAY WITH ADA PROGRAM (PEOPLE WITH DISABILITIES)

Reduced Fare Monthly Metro Pass provides reduced-fare rates to qualified individuals with disabilities.

On The Way With ADA provides qualified paratransit customers with free MetroBus and MetroLink rides.

Contact ADA Services Department to establish eligibility for either program.

- **Phone:** 314.982.1510
- **Email:** ADAServices@metrostlouis.org

GATEWAY GO PASS (YOUTH IN ST. LOUIS CITY)

Provides free passes for MetroLink and MetroBus through December 2024 for youth ages 13-25

- **Apply at SLATE:** 1520 Market Street, 3rd Floor, St. Louis, MO 63103
Monday/Tuesday/Thursday/Friday, 8:00 am – 5:00 pm and
Wednesday, 9:00 am – 5:00 pm
- **Required Documents:** www.stlouis-mo.gov/government/departments/slate/youth/gateway-go-pass.cfm
- **Phone:** 314.589.8000

COMMUNITY BUS PASS PROGRAM (SAINTS PETER AND PAUL CATHOLIC CHURCH)

Bus passes for those taking transportation to their job.

- **Phone:** 314.231.9923
- **Email:** office@stspeterandpaulstl.org
- **Website:** www.stspeterandpaulstl.org/bus-pass-program

M. HEALTH AND MENTAL HEALTH CARE

HEALTHCARE ACCESS

MEDICAID (MOHealthNet)

Missouri Medicaid (called MO HealthNet) can provide health coverage or help paying for health care.

- **Online application and eligibility information:**
www.mydss.mo.gov/healthcare/apply

MEDICAID TRANSPORTATION

Non-Emergency Medical Transportation (NEMT) is provided by your MO HealthNet Managed Care plan.

To schedule a ride, call the number on your MO HealthNet ID card 5+ days before your scheduled appointment.

- **Learn more:**
<https://mydss.mo.gov/mhd/healthcare>

COMMUNITY HEALTH CENTERS

AFFINIA HEALTHCARE

Provides medical and mental health care for all ages. Sliding scale fees and accept Medicaid.

- **Phone:** 314.814.8700
- **Locations:** www.affiniahealthcare.org/locations

COUNSELING PROVIDERS

ST. LOUIS COUNSELING

Telehealth and after-hours appointments available. Sliding scale fees and accepts many insurances.

- **Phone:** 314.544.3800
- **Website:** www.saintlouiscounseling.org

JEWISH FAMILY SERVICES

Offer counseling services for individuals and families. Sliding scale fees and accept many insurances.

- **Phone:** 314.993.1000
- **Website:** www.jfsstl.org

COMMUNITY PSYCHOLOGICAL SERVICES (CPS) at UMSL

Counseling services for individuals of all ages. Sliding scale fees.

- **Phone:** 314.516.5824
- **Website:** www.umsl.edu/services/cps

PROVIDENT COUNSELING

Sliding scale fees and accept many insurances, but not Medicaid.

- **Phone:** 314.533.8200
- **Website:** www.providentstl.org

LUTHERAN FAMILY AND CHILDREN'S SERVICES

Serves all religions. Sliding scale fee and accept many insurances.

- **Phone:** 314.787.5100
- **Website:** www.lfcsmo.org

SAFE CONNECTIONS

Free counseling for adult and teen survivors of domestic and sexual violence.

- **Phone:** 314.646.7500 ext.118
- **24-hour Crisis Helpline:** 314.531.2003
- **Website:** www.safeconnections.org

N. PRESCRIPTION ASSISTANCE

ST. VINCENT DEPAUL

Partners with Castia Rx to provide prescription drugs at no cost. Call the chapter of the Society of St. Vincent de Paul for your neighborhood about availability.

- **Phone number lookup:**
www.svdpstlouis.org/get-help/request-help-conference-finder

RX OUTREACH

Rx Outreach is a nonprofit mail-order pharmacy whose mission is to provide affordable medications to individuals with and without prescription drug coverage.

- **Website:** www.rxoutreach.org
- **Phone:** 888.796.1234 or 314.222.0472
- **Address:** 3171 Riverport Tech Center Dr., Maryland Heights 63043
Monday – Thursday, 7:00 am – 7:00 pm, Friday, 7:00 am – 5:30 pm
Saturday, 9:00 am – 2:30 pm

O. DOMESTIC VIOLENCE RESOURCES

DOMESTIC VIOLENCE SHELTERS

THE WOMEN'S SAFE HOUSE

Offers a variety of supportive services both during and after experiences of domestic violence, including shelter. Their phone number is a 24/7 helpline.

- **Website:** www.twsh.org
- **Phone:** 314.772.4535

SAINT MARTHA'S

Serves women and children impacted by domestic violence by providing shelter and resources.

- **Website:** www.saintmarthas.org
- **Phone:** 314.533.1313
- **Drop-In Center Address:** 4733 Mattis Road, St. Louis, MO 63128
Monday – Friday, 10:00 am – 4:00 pm

KATHY J. WEINMAN SHELTER

Domestic violence shelter program for women and their children in St. Louis County experiencing domestic violence.

- **Phone:** 314.423.1117

BRIDGEWAY BEHAVIORAL HEALTH WOMEN'S CENTER

Domestic violence shelter and counseling program for women and children who are victims of domestic violence.

- **Phone:** 636.224.1800 or 877.946.6854

HELPLINES

ALIVE (ALTERNATIVES TO LIVING IN VIOLENT ENVIRONMENTS)

24/7 helpline with professional staff and trained volunteers to provide immediate assistance to survivors of family violence in Eastern Missouri. You can also contact them using the live chat on their website.

If no other shelter is available, ask about ALIVE's Nights of Safety Program, which can provide a free night in a motel for individuals and families fleeing immediate danger.

- **Phone:** 314.993.2777
- **Website:** www.alivestl.org

NATIONAL DOMESTIC VIOLENCE HOTLINE

24 hours a day / 7 days a week, the hotline provides essential tools and support to help survivors of domestic violence.

- **Phone:** 1.800.799.7233
- **Text:** 88788
- **Website:** www.thehotline.org

ONGOING PROTECTIONS

ORDERS OF PROTECTION (OP)

An Order of Protection is an order, issued by a Missouri court, that restrains a person from abusing, stalking, sexually assaulting, or harassing another person. Unlike a restraining order, an order of protection carries criminal penalties for violation.

- **Instructions for St. Louis City:**
www.stlcitycircuitcourt.com/Protection_Orders.php
- **Instructions for St. Louis County:**
www.stlcountycourts.com/forms/file-for-an-order-of-protection/

SAFE AT HOME PROGRAM

The Safe at Home program allows survivors of domestic violence, sexual assault, and stalking to keep their address confidential. The program sets up an anonymous mailing address clients can give out (including for records created by government agencies and the courts). The mail is then forwarded from that address to the participant's home.

- **Find application assistance agencies online:**
www.MOSafeAtHome.com
- **Phone:** 866.509.1409

P. IDENTITY DOCUMENTS

ST. FRANCIS XAVIER COLLEGE CHURCH

Free clinic that provides assistance with 1 birth certificate and 1 non-driver ID every 2 years.

- **Website:** www.sfxstl.org/birth-certificates-and-ids
- **Phone:** 314.266.9557
- **Email:** outreach@sfxstl.org
- **Address:** 3628 Lindell Blvd, St. Louis, MO 63108 in the Lower Level Ballroom, entrance on Grand
Tuesdays, 9:00 am – 1:00 pm, arrive at 8:45 am for best chance to be served

MISSOURI ID ACCESS COALITION

Map of locations of organizations to assist with IDs and places to get IDs yourself.

- **Website:** www.moidaccess.org/gethelp

SOCIAL SECURITY CARD (SOCIAL SECURITY ADMINISTRATION)

The Social Security Administration will issue you a replacement social security card for free.

- **Website** with instructions: www.ssa.gov/number-card/replace-card
- **Phone:** 1.800.772.1213

Q. OLDER ADULTS

BENEFITS

MEDICARE

Medicare is health insurance for people 65 or older. Many people are enrolled automatically, but if you are not, then you can apply.

- **Website:** www.medicare.gov
- **Phone:** 1.800.MEDICARE (1.800.633.4227)

SOCIAL SECURITY RETIREMENT BENEFIT

The Social Security Retirement benefit is a monthly check that replaces part of your income when you reduce your hours or stop working at jobs where they paid Social Security taxes.

- **Detailed instructions on website:** www.ssa.gov/retirement
- **Phone:** 1.800.772.1213

PROGRAMS

HOUSING OPTIONS PROVIDED FOR THE ELDERLY (HOPE)

Help with housing search and maintenance for adults ages 60+

- **Website:** <https://hopeforseniorsstl.org/>
- **Phone:** 314.776.0155
- **Address:** 7300 Dartmouth Avenue, Suite 100, St. Louis, MO 63130
Monday – Friday, 8:00 am – 5:00 pm

CARDINAL RITTER SENIOR SERVICES

Provides housing, case management, referrals, and emergency support for seniors.

- **Phone:** 314.918.2258
- **Website:** <https://cardinalritterseniorservices.org/>

VOYCE

Educates and empowers individuals and their loved ones for quality living across the continuum of long-term care.

- **Phone:** 314.918.8222
- **Helpline:** 314.919.2403
- **Address:** 8050 Watson Road, Suite 155, St. Louis, MO 63119

MISSOURI SHIP (FORMERLY KNOW AS CLAIM)

Missouri's State Health Insurance Program, CLAIM, is a resource for free and unbiased Medicare counseling, education, enrollment/disenrollment assistance, and more.

- **Website:** <https://www.missouricclaim.org/>
- **Phone:** 800.390.3330
- **Address:** 1105 Lakeview Avenue, Columbia, MO 65201
Monday – Friday, 8:00 am – 4:00 pm

TRANSPORTATION

ST. LOUIS AREA AGENCY ON AGING (SLAAA)

Rides for non-emergency errands (for Seniors and People with Disabilities in St. Louis City) Transportation service Monday – Friday, 7:30 am – 5:00 pm. Subject to availability, call to schedule an appointment.

- **Phone:** 314.612.5918
- **Website:** www.stlouis-mo.gov/government/departments/human-services/aging-services/transportation.cfm

REDUCED FARE MONTHLY METRO PASS

(Seniors or with Medicare ID)

Allows seniors (age 65 and older) to ride MetroBus and MetroLink for half price.

- **Phone:** 314.982.1510
- **Email:** adaservices@metrostlouis.org
- **Website:** www.metrostore.org
- **In person at Metro Store:** 801 Pine Street, St. Louis MO 63101
above MetroLink station Monday – Friday, 8:00 am – 4:00 pm

DISCOUNTED BUS PASS

(Seniors in St. Louis City)

St. Louis Area Agency on Aging (SLAAA) offers further discounted bus passes on a limited basis.

- **Phone:** 314.612.5918
- **Email:** slaaa@stlouis-mo.gov
- **SLAAA office:** 1520 Market, Room 4086, St. Louis, MO 63103
Monday – Friday, 8:00 am – 5:00 pm



701 Market Street, Suite 1100
St. Louis, Missouri 63101
314.534.4200 • 1.800.444.0514
www.lsem.org