

IN THE 16TH CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
 AT KANSAS CITY **AT INDEPENDENCE**
ASSOCIATE CIRCUIT DIVISION

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|-----------------------------------|---|----------------|
| |) | |
| |) | |
| Plaintiff/Counterclaim Defendant, |) | Case No. _____ |
| vs. |) | Division _____ |
| |) | |
| |) | |
| Defendant/Counterclaim Plaintiff. |) | |

DEFENDANT’S ANSWER TO PLAINTIFF’S RENT AND POSSESSION COMPLAINT.
DEFENDANT’S AFFIRMATIVE DEFENSES AND DEFENDANT’S COUNTERCLAIM.

Defendant, _____, makes the following response to Plaintiff’s Complaint:

1. The following statements from the Landlord-Plaintiff’s Petition are true:

2. The following statements from the Landlord-Plaintiff’s Petition are not true:

3. The following statements are true but I disagree with part of the statement
because:

4. Defendant does not know the answer, or does not have enough information to
answer, the following statements from the Landlord-Plaintiff’s Complaint:

5. Defendant denies any rent is owed as alleged by the Plaintiff. The rent allegedly
due is:
 - incorrectly stated and I owe _____ which I can pay today with court costs;
 - overstated and contains charges and fees other than rent; I can pay any rent owed
once the amount of rent due is determined;

- contains only charges and fees which are not rent;
- zero because the implied warranty of habitability is a complete defense to any rent owed as the rental value of my home with the current conditions unrepaired is zero.
- zero, no rent is due or owing and Court costs are not due as no rent was due at the time Complaint was filed;
- my rent is subsidized and Plaintiff illegally charged me for rent owed by the Housing Authority or HUD.

6. I have checked above all known reasons for dismissal of this action, other reasons may also exist.

Defendant prays that the Court find in favor of the Defendant and against the Plaintiff, dismiss this cause of action with prejudice and for any other relief the Court finds just and reasonable.

BREACH OF THE WARRANTY OF HABITABILITY

7. The Landlord-Plaintiff's property was not a clean, sanitary or safe living environment.

8. From about ____/____/____ until present the following conditions of the Landlord-Plaintiff's property that harmed my/our health or safety and made the Landlord-Plaintiff's property unsafe, unclean and hazardous to the well-being of those who live there:

- a. *Furnace didn't work.*
- b. *Hot water heater didn't work.*
- c. *Rats were in the house, came in through hole, door, or _____.*
- d. *Bats or other animals live in the attic.*

- e. *Cooking stove did not work.*
- f. *Sewage in basement.*
- g. *Holes in floor, walls, roof, doors, windows (circle all that apply).*
- h. *Leaking roof or ceiling causing problems.*
- i. *Electrical problem (describe).*
- j. *Sewer system didn't work.*
- k. _____.
- l. _____.
- m. _____.
- n. _____.

9. Defendant told the Landlord-Plaintiff about the problems listed above on the following date(s):

- a. _____.
- b. _____.
- c. _____.
- d. _____.
- e. _____.
- f. _____.
- g. _____.
- h. _____.

10. The Defendant notified the City of Kansas City's 311 department on _____ regarding the state of disrepair that the property had fallen into. A code

inspector from Neighborhood and Community Relations visited the property and cited Plaintiff for the following KC Code violations which show a per se breach of the warranty of habitability:

- a.* _____.
- b.* _____.
- c.* _____.
- d.* _____.
- e.* _____.

11. Defendant gave the Landlord-Plaintiff reasonable notice and time to make the needed repairs but the Landlord never repaired the problems. Plaintiff has therefore breached the Implied Warranty of Habitability. Plaintiff's breach of the warranty of habitability provides a defense for non-payment of rent and rent must be reduced to the market value when the condition of the premises are considered and property is in poor repair. The amount of rent minus the decrease in value due to uninhabitable conditions equals the monthly rent which can be as little as zero.

12. Defendant also suffered additional damages for the following reasons.

- a.* _____.
- b.* _____.
- c.* _____.
- d.* _____.
- e.* _____.
- f.* _____.
- g.* _____.

Defendant prays that the Court dismiss Plaintiff's Petition with Prejudice and find in favor of the Defendant and award damages to the Counterclaim Plaintiff.

AFFIRMATIVE DEFENSES

SET-OFF

13. The Landlord's Complaint demands payment for unpaid rent.

14. Defendant claims payment from Plaintiff for damages caused by Plaintiff due to its failure to make repairs. Defendant owes no rent or court costs if the damages are subtracted from any rent and court costs the Court may find is owed by Defendant.

15. Since no rent or court costs are owed by Defendant, the Court should not award judgment for any court costs to Plaintiff and Plaintiff should pay all costs.

Defendant prays that the Court subtracts Defendant's damages from any rent that the Court determines is unpaid and currently owed to the Landlord-Plaintiff. Defendant further requests Judgment in Defendant's favor and against the Plaintiff and such further and other relief as the Court deems just and reasonable.

COUNTERCLAIM

COUNT 1 – WARRANTY OF HABITABILITY

16. As Counterclaim Plaintiff explained in paragraphs seven through twelve above, the Counterclaim Defendant did not provide a decent, safe and clean place to live and therefore Counterclaim Defendant breached the warranty of habitability.

17. Because the Counterclaim Defendant did not provide a decent, safe and sanitary place to live, Counterclaim Plaintiff is asking the Court for compensation for the rent paid during the period the home was uninhabitable, to determine the fair market value of the premises during the breach, and, for actual damages.

Counterclaim Plaintiff prays the Court for a judgment against the Counterclaim Defendant, compensation for rent paid and for damages as found by the Court, a determination of rent value at any time the conditions affecting habitability existed and for any other relief that the Court finds just and reasonable.

COUNT 2 - SET-OFF

18. The Landlord's Complaint demands payment for unpaid rent.

19. Counterclaim Plaintiff's counterclaim demands payment from Counterclaim Defendant for damages caused by Counterclaim Defendant due to its failure to make repairs. Counterclaim Plaintiff would owe nothing if Counterclaim Defendant's damages are subtracted from any rent the Court finds is owed in Count I.

Counterclaim Plaintiff prays that the Court subtracts his/her/our damages from any rent that the Court determines is unpaid and currently owed to the Plaintiff/Counterclaim Defendant. Counterclaim Plaintiff further requests Judgment in his/her/our favor and against the Counterclaim Defendant and such further and other relief as the Court deems just and reasonable.

Defendant acting *pro se*

CERTIFICATE OF SERVICE

I certify that on _____, I provided the above pleading to _____
by _____.

Defendant acting *pro se*