

Western Jackson County  
(Kansas City, Grandview)

(All cases where the property is located in Kansas City or Grandview should be filed in Western Jackson County, at the Kansas City (downtown) Courthouse.)

Jackson County Courthouse  
3rd Floor – Civil Records  
415 E. 12th Street – RM 305  
Kansas City, MO 64106  
(816) 881-1221

Eastern Jackson County

(Blue Springs, Independence, Lee’s Summit, Raytown, etc.)  
(All cases where the property is located in Blue Springs, Independence, Lee’s Summit, or Raytown should be filed in Eastern Jackson County, at the Independence Courthouse.)

Jackson County Courthouse Annex  
308 West Kansas Avenue  
1st Floor – Civil Records  
Independence, MO 64050  
(816) 881-4527

**NOTICE TO THOSE WISHING TO DEFEND THEMSELVES  
FROM A LANDLORD COMPLAINT**

This booklet and forms are being furnished to provide information for defending yourself after service with a landlord complaint. The clerks of these offices cannot help you prepare forms and/or pleadings necessary for the presentation of your petition to the Court.

If an attorney, party or witness to any of the proceedings will require an accommodation for a disability as defined by the Americans with Disabilities Act, please contact the ADA Coordinator at 881-3652.

# Tenant Booklet

## (Rent and Possession)

NOTICE: The clerks in the office cannot provide legal assistance or advice on how to proceed with your action or how to complete any of the forms. When you file an action without an attorney, you are filing "pro se" and the Court assumes that you know the procedures and rules to proceed with your lawsuit. If you require assistance regarding forms or have any questions regarding the prosecution of your lawsuit, please contact an attorney.

### Landlord Complaint

Most housing cases begin with a Landlord Complaint, stating that the tenant owes rent or has in some way broken the promises made by the tenant in the lease agreement. If the rental agreement is verbal only, the tenant's obligations are still limited to the agreement between himself and the landlord. The agreement should include the rent amount, who pays utilities, when the tenant pays rent to the landlord, and when the tenancy begins and ends. A written lease is better because you do not have to count on unreliable memories.

If a tenant owes rent, the landlord can file a rent and possession case at any time without notice other than the summons. This means the landlord takes a written complaint to court, pays a fee and the Court issues a summons to the tenant (the defendant) to come to court. This booklet only addresses the Complaint regarding Rent and Possession. There is also an eviction process called unlawful detainer which is not always just a question of rent being owed. Before filing an unlawful detainer, the landlord is required to give the tenant a 10-day notice. The notice must state which part of the lease was broken by the tenant and what actions the tenant took to break the lease.

### Service

After the tenant's landlord files a complaint, the tenant will be served with a summons which has the court date, time and place, the court room and a case number.

Personal service means that the process server hands the tenant the court papers or hands the papers to another member of the tenant's family over the age of 15. The tenant must receive the Court Summons at least four days before the court date and time. If the tenant is personally served and wants to challenge the

landlord's claims, the tenant should go to court. BE ON TIME. Most judges will award the landlord rent, possession, late fees, court costs, attorney fees, etc., if the personally-served Defendant is not there when their name is called.

Service by posting means the court papers are mailed to the tenant AND posted on the tenant's door because the landlord couldn't find the tenant. This must be done at least ten days before the court date and time. If the tenant is served in this manner and does not go to court, the Judge may only award the landlord possession of the dwelling place.

### **Answering the Landlord Complaint**

The tenant may respond to the Complaint in writing but the tenant does not have to unless the tenant wants to Counterclaim or file Affirmative Defenses (reasons why the tenant doesn't owe the money other than the tenant has paid in full), or file a Motion to Dismiss the Complaint.

One affirmative defense is called Breach of the Warranty of Habitability which is when a tenant stops paying rent in an attempt to get the landlord to make repairs or because the tenant has to pay for repairs or to stay in alternative shelter due to landlord's failure to make repairs. This defense is only available if the landlord knew about the need for repairs and failed to make them. The needed repairs must be so serious that normally humans could not live in the place.

The tenant must file the Answer on or before the court date set out on the summons or ask for more time to file. At the court date the Judge will call each case and when asked, the tenant should advise the Judge the tenant disagrees that he owes rent as alleged by the landlord. The tenant's case will usually be set over for a trial in a week or two.

### **The Court Hearing**

Turn off your cell phone before Court begins. Listen carefully for the Judge to call your case. Observe proper dress, show respect for the Court, and treat all persons courteously, including the opposing party.

If the tenant paid all rent owed before the Landlord Complaint was filed, he should bring proof of prior payment to the court date and ask the Judge to dismiss the case.

### **How to pay rent into Court?**

If the tenant pays all rent and court costs prior to or on the day of judgment but after the case was filed, he should advise the Court of his payment and the Court should take no further action. If attorney's fees and other charges are pled in a separate count, the Judge may award a judgment for these fees but not possession.

Bring all of your evidence to the Courthouse. Evidence can be in the form of the tenant's testimony, the testimony of people who were witnesses to the issues in the case, documents or photographic evidence (called exhibits).

The Plaintiff will have their witnesses testify first and the tenant will have a chance to question them, too. Each of the tenant's witnesses will then testify in turn and the Plaintiff may question them after the tenant. Each party must wait his turn to present evidence.

Documents and photographic evidence should be marked as Exhibit 1, 2, 3, 4 and referred to by number. After each exhibit is identified by a witness (which can be the tenant), described and verified as being the same as the original, the tenant should ask the Judge to admit the exhibit into evidence. If admitted, that exhibit then becomes part of the facts the Judge can consider. Keep and present as exhibits any bills or receipts showing how much the tenant spent plus receipts for rent and other fees paid to the landlord. Pictures should be identified by someone who was present when they were taken so the witness can testify that the picture shows what they saw at the time.

After the Landlord (Plaintiff) and the Tenant (Defendant) have taken turns presenting their main evidence, the Plaintiff has a chance to present evidence to try to disprove the tenant's defenses and counterclaim, if any. Again, the tenant will have a turn to ask witnesses questions.

### **Post Judgment**

The Judge will then make a decision in the tenant's favor or the landlord's favor or perhaps in both parties favor if the tenant has filed a Counterclaim and Set-off.

If the Judge finds that the tenant owes any rent, then he or she will also give the Landlord/Plaintiff a judgment for possession and usually the tenant will have at least ten (10) days before the landlord comes out with a sheriff to remove the tenant and

the tenant's property from the premises. The Judge may also award the landlord money for any rent and court costs plus other fees provided for in the tenant's Lease such as late fees and attorney fees. If the Judge finds that the tenant owes no rent, then the tenant may stay in possession and the landlord should make repairs. (Ask the Judge to order this or pay the tenant more.) The Judge will also rule on any counterclaims filed by the tenant.

At this point if you are able to pay the amount of rent owed and court costs and have not already paid them into Court in the Clerk's office or paid them to the landlord, you should offer to do so. Currently, court costs in Jackson County for a rent and possession = \$62.00 plus a \$36.00 service fee per defendant.

Appeal rights are very limited and the tenant must pay all money owed into Court according to the Court's judgment within 10 days of the judgment in order to stay in possession while the appeal is heard. In addition, the tenant must pay rent into Court each month until the appeal is decided. Otherwise, the tenant must move out or the Court's officers will keep the peace while the tenant is moved out and the locks are changed. The appeal is in writing and there is no opportunity to introduce new evidence, the tenant's arguments may only be made based on evidence produced at trial. It is very difficult to appeal without an attorney.

ADA information and how to request interpreters (language and for those whose ability to hear or speak is affected by their disability) is available on the 16th Circuit Court website. You may also call Richard Konkoly-Thege at (816)881-3652 for information regarding facilities and accommodation.