

Welcome to Independence, Missouri

Landlord-Tenant Guide



www.independencemo.org

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INTRODUCTION

Many of the problems landlords and tenants encounter could have been avoided if they had known their rights and responsibilities. This guide is an attempt to outline that information for both parties. This guide is an update of the previous guide which used some material from the “Landlord-Tenant Guide” published by the City of Kansas City, Missouri, and the “Landlord-Tenant Manual,” published by the Kansas City, Missouri, Law Department with the cooperation of Legal Aid of Western Missouri.

Before seeking any of the legal remedies described in this guide, be sure you have made a genuine attempt to work out the problem you face. Good-faith negotiations often can result in a faster, more satisfactory solution than court proceedings and they avoid unnecessary hard feelings and expense.

This Landlord and Tenant Guide is published to provide information of interest to landlords and tenants.

This guide is distributed with the understanding that it is not to be construed as legal advice. Readers are urged to seek the independent professional judgment of an attorney before acting on this information.

Additional copies of this guide are available at the Independence Community Development Department located at 111 E. Maple Ave. You may contact the Regulated Industries Division of the Community Development Department at 816-325-7079 to check availability or request that a certain number of guides be prepared for pickup. This guide may also be downloaded in .pdf format at www.independencemo.org. Section 4.11.001 of Independence City Code prohibits any landlord to lease or otherwise permit or allow the occupation of any dwelling unit without providing the lessee or tenant a copy of this Landlord-Tenant Guide.

APPLICABLE LAWS

There are many federal, state and local laws which apply to housing and family residences. You may want to consult those laws at the public library or at the UMKC Law School library for additional information.

Federal Statutes and Regulations

The Federal Fair Housing Law, as amended by the Housing and Community Development Act of 1974, can be found at 42 U.S. Code, Section 3601 and 42 U.S. Code, Section 5308. Regulations that outline eviction procedures for federally subsidized housing can be found in Title 24 of the Code of Federal Regulations, beginning at Section 247.1. Regulations governing public housing can be found at 24 CFR 960 and those governing Section 8 housing can be found at 24 CFR 882.

The following information regarding Federal laws has been provided by the U.S. Department of Housing & Urban Development, Office of Fair Housing and Equal Opportunity:

Landlords CANNOT refuse to sell, rent, sublease, or otherwise make housing available based on a renter's race, color, religion, sex, disability, familial status or national origin. Landlords cannot charge some individuals higher rent, falsely state that housing is not available or advertise that there is an intention to discriminate.

Fair Housing Laws

The Fair Housing Amendments Act. (FHAA) prohibits discrimination in housing because of:

- Race or Color
- National Origin
- Religion
- Sex
- Familial Status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18)
- Handicap (a person with - a physical or mental impairment that substantially limits one or more of such person's major life activities; a record of having such an impairment; or being regarded as having such an impairment.)

Frequently Asked Questions

Are tenants who have a history of drug abuse or who are in treatment programs protected by the FHAA?

Yes. *The definition of handicap includes drug addiction and alcoholism. However, the FHAA does not protect anyone who is currently and illegally using drugs.*

Are all landlords bound by the FHAA?

All companies and most individuals who own or manage housing — whether public or private — must comply with the FHAA. The only landlords who do not have to comply are owners of a building with no more than four rental units who live in the building themselves.

What kind of discriminatory rental practices does the FHAA prohibit?

The FHAA prohibits landlords from discriminating against anyone in the rental of a dwelling because that person meets the above criteria. This means that landlords may not impose application criteria, qualification criteria, security deposits, rental charges, rental standards, or other requirements than those required of other tenants.

It would also be unlawful for a landlord to limit or deny someone with a disability access to recreation facilities, parking privileges, cleaning or janitorial services - anything that is available to other tenants. Landlords may not delay or refuse to make repairs because a tenant has a disability. Further, a property manager who discourages someone from renting a dwelling, or assigns a person to a particular section or unit because of a disability, or who indicates that an available dwelling has been rented when it has not, would be in violation of the FHAA.

May a landlord ask an applicant about his or her disability?

No. A landlord may not ask a prospective resident, resident, subtenant, guest, invitee or any associate of a resident whether he or she has a mental illness, cerebral palsy, mental retardation, cancer, epilepsy, AIDS, or any other disability.

It is likewise unlawful for a landlord to inquire about the nature or severity of a disability. Further, a landlord may not ask a tenant or applicant any questions that would require the tenant to waive the right to confidentiality regarding medical condition or history. A landlord is NOT entitled to see a prospective resident's medical records.

What may a landlord ask a prospective resident?

Landlords may inquire into applicants' ability to meet tenancy requirements. This means a landlord may ask whether a prospective resident is able to pay the rent, whether the person is willing to comply with the building's rules and other questions relating directly to tenancy - providing all other applicants are asked the same questions.

In addition, a landlord may ask the following questions, so long as they are asked of all applicants.

First, if a landlord is providing housing designed for and occupied by people with disabilities or with a particular type of disability, the landlord may ask whether the applicant qualifies for a dwelling that is available only to people with disabilities or with a particular type of disability. Second, a landlord who provides this type of housing may ask if an applicant qualifies for a priority available to people with handicaps or with a particular type of handicap.

A landlord may also ask an applicant whether he or she is currently an illegal abuser or addict of a controlled substance; whether the applicant has been convicted of the illegal manufacture or distribution of a controlled substance; or whether the applicant's tenancy poses a "direct threat to the health and safety of others".

When does a person's tenancy "pose a direct threat to the health or safety" of others?

The law requires landlords to make sound and reasonable judgment based on objective evidence (current conduct or a history of overt acts). If the landlord determines, by objective evidence recent enough to be credible (not from rumor, unsubstantiated inference or incidents from many years ago) that a person's tenancy puts others directly at risk of harm, the landlord may reject a prospective resident on grounds of risk to others. In other words, housing providers may refuse to rent to ANY applicant who has a recent history of disruptive, abusive or dangerous behavior.

Does a resident have a right to modify a rented apartment or other dwelling?

Yes. The FHAA gives residents with disabilities the right to modify premises at their expense if "such modifications may be necessary to afford such person full enjoyment of the premises". For example, a resident with limited strength must be permitted to install lever doorknobs in place of round doorknobs. A person who uses a wheelchair has a right to install swing-away hinges to widen a doorway or to build a ramp to enter the dwelling. Where reasonable, the landlord may permit changes only if the resident agrees to restore the property to its original condition when they move.

Is there ever a time when the landlord would have to make a reasonable accommodation?

Yes. Sometimes a housing provider excludes people with disabilities without meaning to discriminate. The Fair Housing Act corrects this by requiring that providers make reasonable accommodations in their rules, policies, practices or services to give a person with a disability an equal opportunity to use and enjoy a dwelling unit or common space.

Accommodations are "reasonable" when they are practical and feasible. An example: Suppose a resident washes all her clothes by hand because mental illness makes her too anxious about machines to use the washers and dryers in the laundry room. The FHAA requires all services to be available to all tenants and the laundry is one of the building's services. Here, a reasonable accommodation would be a tub and a line-drying area away from the machines.

A rule, policy, practice or service is discriminatory when it interferes with the ability of a resident with a disability to enjoy a house or apartment. A landlord may not say, "That is the way we've always done it," but must make reasonable accommodations. For example, a building with a "no pets" policy must allow a visually impaired resident to keep a guide dog or an apartment community that offers resident's ample, unassigned parking must honor a request from a mobility-impaired resident for a reserved space near an apartment if necessary to assure access to the apartment. However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Further information about federal fair housing laws can be obtained by contacting:

US Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
400 State Avenue, Suite 200, Kansas City, KS 66101
www.hud.gov – 913-551-5462

Missouri Statutes

Laws governing landlord and tenant relations can be found in Chapters 441 (Landlord and Tenant-general provisions, collection of rent, inadequate housing), 534 (Unlawful Detainer) and 535 (Landlord-Tenant Actions - evictions, security deposits) of the Revised Statutes of Missouri.

Missouri's Fair Housing Law can be found in Chapter 213 of the Revised Statutes of Missouri, and Chapter 8 of the Code of State Regulations. Further information about Missouri law can be obtained by contacting the Missouri Commission on Human Rights at 1-877-781-4236.

Other Provisions of Missouri Statutes

Missouri Statutes designed to offer greater protection for residents renting from unresponsive landlords as well as more options for landlords to get rid of drug dealers and destructive residents continue provisions which:

- Authorize county courts to order the quick removal of tenants involved in criminal activity, even without a conviction.
- Allow landlords to remove abandoned personal items once they have complied with notice requirements.
- Make a landlord guilty of forcible entry for willfully interrupting utility service, unless it is done for health and safety reasons.
- Allow a tenant, under certain circumstances, to deduct one-half of a month's rent or up to \$300 (whichever is greater) for repair of code violations when a landlord neglects property. This can be done once a year.
- Allow a landlord to double the rent when a tenant lets another person take over the premises without the landlord's permission.
- Limit occupancy to two persons per bedroom except for children born during the lease period.
- Authorize a landlord-tenant court in St. Louis and Jackson County to hear felony-level cases, which can include serious property damage caused by tenants and repeat code violations by landlords.
- The new law requires a landlord give 60 days' notice before terminating leases for mobile home lots.

Independence City Code

Several chapters of the Independence City Code contain provisions which apply to rental housing. Chapter 4, Article 11, the Landlord and Tenant Code, prohibits various acts of landlords and tenants. Article 3 of Chapter 4 prohibits discriminatory housing practices. In addition, portions of other chapters of the City Code may apply to housing used as rental property: Chapter 4, Articles 1, 4, 5, 6, and 7 deal with property maintenance, plumbing, building, HVAC and electrical code requirements; Chapter 7 regulates trash, sewage, air pollution, and noise pollution; Chapter 11 deals with health and sanitation; and Chapter 14 sets out City planning and zoning regulations. Copies of portions of the Independence City Code may be obtained by contacting the City Clerk's Office, and questions about particular provisions or requirements of the Code may be directed to the City Law Department. Departmental information and the City Code is available online at www.independencemo.org. Inquiries about filing a complaint under the City's Fair Housing Code should be directed to the Human Relations Commission by contacting the Human Resources Department of the City of Independence. The above referenced City offices are located at City Hall, 111 E. Maple Avenue, Independence, Missouri 64050, phone 816-325-7000. See Appendix B, but note the only officially published version is available through the City Clerk's Office, located on the ground floor of City Hall. This version may differ from the official version and should be relied upon for general information purposes only.

LEASE AGREEMENTS

The Rental Negotiations

Someone planning to rent an apartment or house should inspect it closely first. The landlord or a representative should go too, so that both parties know the condition of the premises and so the landlord can disclose any defects.

After the inspection and before a rental agreement is signed, any deficiencies found in the apartment and any agreements concerning repairs should be put in writing. This document should be signed by all parties or else a witness should be present when the inspection and agreement are made. The premises, when rented and at all times afterward, must comply with the City's property maintenance requirements as described in this guide.

The tenant should read carefully any written lease before signing it. If the tenant does not agree with some of the lease terms, the tenant can seek to negotiate changes with the landlord. If the tenant does not understand some part of the lease, the tenant should contact an attorney before signing.

Once the lease is signed the tenant is bound by its terms unless the lease, or portions of it, is later found by a court to be unenforceable.

The Rental Agreement

A rental agreement is a contract between two parties. Both parties agree to certain conditions, one of which is that the landlord is renting property to a specific tenant. If someone later moves in with the tenant, this new person is not a tenant unless the landlord indicates acceptance. Occasionally, the new person remains after the original tenant has moved. Unless the landlord agrees to let this person stay, the person is trespassing. If the landlord wants such a person to move, the landlord can file an unlawful detainer action in Jackson County Circuit Court.

There are two basic kinds of rental agreements: written leases and oral agreements. A written lease should identify the landlord and tenants by name and give a specific description of the property, the length of the lease, the amount of rent, the date rent is to be paid, and the place to which the rent should

be sent. The lease should state the notification required for ending the lease and spell out actions by the tenant or landlord that justify ending the lease. The lease should state what utilities are to be supplied by the landlord and the amount of security deposit required, if any. If the landlord is to supply utilities, the tenant should check before signing the lease with each utility service to determine whether charges have been paid when due and whether there has been any shut-off because payments were overdue or not paid at all.

An oral agreement to rent may be legally binding, even though it is not in writing. Any oral agreement to rent a property for less than one year, regardless of whether the rent is paid weekly, monthly or otherwise, is a month-to-month agreement--that is, it is enforceable a month at a time.

Due Dates for Rent Payments

A written lease should state when rent is due and may provide for late charges if the rent is not paid by a certain date. In an oral agreement, the rent is due monthly on the date that the agreement is entered into unless the landlord and tenant agree to a different payment arrangement.

Raising the Rent

In a written lease, the landlord cannot charge more for rent than is stated in the lease. In an oral agreement, the landlord cannot force the tenant to pay increased rent unless the tenant agrees in writing. If the landlord wants to increase the rent and the tenant does not agree, the landlord must end the tenancy (the time period during which the tenant may stay on the property). To do that, the landlord must give written notice at least one month before the next rent-due date. After that, if the tenant still refuses to pay the increased rent, the landlord can start a legal proceeding called an unlawful detainer action.

Rent Receipts

The tenant should be sure, when paying rent, to pay by check, credit or debit card and get a written receipt. Unless the tenant has paid by check or has a receipt, it is almost impossible to prove payment has been made. Many tenants pay by money order but should still request a receipt. The tenant should get a receipt for any deposit given to the landlord. The receipt should state clearly what the deposit was for and the conditions under which it should be returned. These deposits may include, if required by the landlord, a payment to hold a rental property. If the landlord retains this deposit, the receipt should state whether it will be applied to rent or to the tenants' security deposit or be kept by the landlord as an application fee.

Length of the Tenancy

A written lease should state clearly the length of the tenancy (the time period during which the tenant may stay on the property if rent is properly paid and the tenant does not violate any of the other conditions of the lease).

Both the landlord and the tenant should understand that the length of the tenancy is not necessarily the same as the length of time between rent-paying dates. For example, a landlord could agree to rent an apartment for six months but require that the rent be paid every 30 days.

The landlord and tenant are bound by the length of the tenancy unless either party violates the lease. Tenants, especially, should be aware of what this can mean. If a tenant enters into a one-year lease, but decides to move after two months without the landlord's permission, and if the landlord has not broken the lease, the tenant could owe the landlord 10 months' rent, even though the tenant is not living on the premises any more.

In some written lease agreements, the landlord agrees to return the tenant's security deposit only if the tenant remains in the premises for a certain time, such as one year. This does not necessarily make the lease agreement a one-year lease.

Ending the Tenancy

In a written lease agreement, both the tenant and the landlord must end the tenancy as stated in the lease. In an oral agreement for less than one year, a month-to-month tenancy is created. Unless the landlord first gives written notice to vacate to the tenant at least one month before the date that rent is due, the landlord cannot break this agreement as long as the tenant pays the rent on time. However, the landlord need not state a reason for taking that action. If a tenant is behind in rent payment, the landlord is not required to give any notice, and can immediately file suit to evict the tenant and recover any rent owed.

If the tenant is the one who wants to end an oral rental agreement, the tenant must give the landlord a written notice at least one month before the next rent-due date. The written notice should be given personally to the landlord or a representative and not mailed. If the tenant fails to give the landlord notice, the tenant may be liable to the landlord for rent during the period after the tenant moves out and before a new tenant moves in.

If the tenant gives the landlord proper notice that the tenant will be moving on a certain date but then fails to move, the tenant may be required to pay the landlord double rent for any occupancy after the notice date.

Security Deposits

Landlords commonly require a security deposit from their tenants. The deposit cannot be more than two months' rent, although an additional amount can be required for pets. When a tenancy ends, the landlord must tell the tenant, in person or in writing, an inspection date to determine whether there has been any damage. The tenant has the right to be present at the inspection.

Within 30 days after the tenancy ends, the landlord either must return the entire deposit to the tenant or give the tenant a written, itemized list of damages for which all or part of the deposit is being withheld. If only part of the deposit is withheld, the landlord must return the remainder with the itemized list. A landlord may withhold money from the deposit to cover the cost of any damage to the dwelling other than normal wear and tear; any back rent the tenant owes; or any rent lost because the tenant failed to give proper notice for ending the tenancy.

The landlord is only obligated to send the security deposit and the itemized list of damage to the tenant's last known address, so it is important for the tenant to make it known where the tenant will be staying during the 30 days after the tenancy ends. Any landlord who wrongfully withholds all or part of a security deposit can be ordered by a court to pay the tenant twice the amount wrongfully withheld.

New Owners

If the landlord should sell a rental property, the tenants still are obligated to pay rent to the original landlord unless they accept the new owner as their landlord by paying rent to the new owner. When the new owner demands rent, each tenant must be shown the deed to the premises. If a tenant then refuses to pay rent, the new owner may evict that tenant by filing a special court action. If the tenant accepts the new owner by paying rent, a new landlord and tenant relationship is created, and the tenant cannot claim later as a defense that the landlord did not display the deed to the property.

Anyone wanting to buy rented property should talk to a lawyer concerning existing leases and problems that might arise, such as security deposits the tenants gave to the previous owner.

EVICCTIONS

The only legal way to evict a tenant is through the courts. Evictions are governed by Chapters 534 and 535 of the Revised Statutes of Missouri. There are two types of court actions for eviction that a landlord can file: A rent and possession action and an unlawful detainer action. The landlord must be aware of the requirements of each one and follow them precisely, or the associate circuit court judge may dismiss the suit.

A rent and possession action (also known as a landlord's complaint) is a suit against a tenant who is behind in rent. An unlawful detainer action is a suit by a landlord against a tenant who has not moved out after the landlord has properly ended the tenancy.

Giving Notice

Notice is not required prior to filing a rent and possession action. The only requirements for filing are that the tenant be behind in paying rent and that the landlord has demanded payment.

Before filing an unlawful detainer action, however, the landlord must end the tenancy by giving the tenant proper notice. This notice must be given according to the terms of the written lease or, if there is an oral agreement, the notice must be delivered personally to the tenant by the landlord or a representative. This delivery must occur at least one month before the next date that rent is due. If the tenant cannot be found, the notice can be posted on the tenant's door. Anyone finding an eviction is necessary should talk to a lawyer about notice and court proceedings before taking action against a tenant.

Filing the Complaint

The landlord may file either a rent and possession petition or an unlawful detainer petition in the associate circuit court. The landlord, a representative or attorney must go to the county courthouse and complete either a landlord's complaint or an unlawful detainer complaint. The landlord's complaint form is supplied by the court and can be completed there. An unlawful detainer form is not supplied; the complaint must be prepared by the landlord or an attorney. When either complaint is filed, the landlord must pay a filing fee and a fee for the cost of serving (that is, delivering) the complaint.

Serving the Complaint

After a complaint is filed, it and a summons to appear in court are sent to the court administrator's office. In both a rent and possession action and an unlawful detainer action, a process server then takes the complaint and a summons and tries to serve (deliver them to) the tenant or a member of the tenant's family over the age of 15 years living at the address stated in the complaint. In a rent and possession action (but not in an unlawful detainer action), the landlord also may ask that a copy of the summons and complaint be mailed to the tenant and posted on the rental property at the same time the process server starts trying to deliver them personally.

If a process server is successful in serving a summons under either kind of court action, the court date must be set for at least five days after the summons is served. In all unlawful detainer actions, and in rent and possession actions where initial service by mail and posting is not requested, the plaintiff must request an alias summons if the process server is unable to serve the defendant at least five days before

a court date that was established when the complaint was filed. This means a new court date will be set and service will be attempted one more time.

When the process server has failed to serve the tenant, the landlord has two options. The landlord can request an Associate Circuit Court order appointing a process server of the landlord's choice to try to serve the summons again. Or, the landlord can request that service be made by mail and posting.

In either unlawful detainer or rent and possession suits where mail and posting are used, the court date must be more than 10 days after the mailing and posting. Once this period has passed, a judge may hear the case and return possession of the property to the landlord, even if personal service of the complaint and summons was unsuccessful. However, under these circumstances the judge cannot rule that the tenant owes the landlord any rent.

During and After the Trial

The day of the trial, the landlord and tenant must bring all of their evidence (receipts, records, leases, notices to vacate and so forth) and witnesses. Either party may be self-represented or may be represented by an attorney; however, neither party may send a person who is not an attorney to represent them in court. A landlord who is a corporation must be represented by an attorney.

If the tenant loses the case, the tenant has 10 days to appeal. If the tenant does not appeal the decision within 10 days, the landlord may pay a fee to the court administrator and request that a "writ of execution and restitution" be issued. This writ directs the sheriff to evict the tenant and the tenant's possessions and give the rental property back to the landlord.

Before a county deputy physically evicts a tenant, the county usually will send a "notice to vacate premises" telling the tenant of the requirements to move out by a certain date. If the tenant does not move out by that date, the deputy will physically move the tenant and put the tenant's possessions outside. If the notice to vacate is the first notice that the tenant has received, and the tenant is unaware that a court proceeding has occurred, the tenant should see a lawyer immediately.

Criminal Violations

Sometimes a landlord will try to evict a tenant by force (removing the front door, changing the locks, turning off the utilities, etc.). These actions usually are violations of both criminal and civil law, and the landlord may be subject to criminal prosecution as well as a lawsuit seeking damages.

The tenant, on the other hand, could be subject to criminal prosecution and a lawsuit if the tenant intentionally destroys or damages the landlord's property or gives false information to the landlord on a written application. The tenant also can be prosecuted if the tenant refuses, after reasonable notice, to allow the landlord to enter the property to make inspections or repairs.

Making inspections or repairs constitute the only reason a landlord can demand to enter an apartment. A landlord is trespassing if the landlord enters an apartment in a non-emergency situation without giving reasonable notice to the tenant.

Evictions in Public and Subsidized Housing

Additional procedures for evicting tenants from public housing are set out in federal statutes and regulations. A tenant in public housing cannot be evicted until the tenant has been given the chance to have a hearing before a hearing officer or hearing panel.

Subsidized housing is provided by the federal government through several programs. The procedures a landlord must take to evict a tenant are set out by federal law according to the program involved. All include written notice to the tenant. To learn more about these statutes and regulations, contact your local HUD office at:

US Department of Housing & Urban Development
400 State Avenue, Suite 200, Kansas City, KS 66101
www.hud.gov – 913-551-5462

PROVISIONS OF INDEPENDENCE LANDLORD AND TENANT CODE

The Code of the City of Independence in Chapter 4, Article 11, Paragraph .001 sets out acts of a landlord that are prohibited.

Prohibited Acts of Landlords

- Leasing or otherwise permitting the occupation of any dwelling unit which does not comply with requirements of Sections 4.01.011 through 4.01.031 of the City Code.
- Removing or excluding a tenant or a tenant's personal property without following those eviction procedures set out in the Missouri statutes.
- Willfully turning off electric, gas, water or sewer services to the dwelling unit with the intent of evicting a tenant without judicial process and court order. Note: This provision does not relieve a tenant from liability for any utility payments for which the tenant is legally responsible.
- Leasing or otherwise permitting the occupation of any dwelling unit without providing the lessee or tenant a copy of the Independence Landlord/Tenant Guide and obtaining the lessee or tenant's signature as proof of receipt..

The Code of the City of Independence in Chapter 4, Article 11, Paragraph .002 sets out acts of a tenant that are prohibited.

Prohibited Acts of Tenant

- Willfully misrepresenting material information to a landlord in a written rental application with the intent of obtaining possession of a dwelling unit.
- Damaging leased premises.
- Refusing the landlord entry to inspect the leased premises for the purpose of making repairs.
- Damaging or removing part of the structure or dwelling unit or the facilities, equipment or appurtenances or failing to take reasonable steps to prevent any other person from doing so; or taking additional occupants, subleasing, renting or turning over the premises to any person without the landlord's knowledge and consent.

Additional Provisions

Deficient property is designated by the Code Official. A dwelling unit may be designated as a deficient property when a landlord fails to correct violations identified in a formal enforcement action. A dwelling unit may be designated as a deficient property when the dwelling unit is the subject of three, separate, formal enforcement actions by the Code Official within a single year. A formal enforcement action means the steps taken by the Code Official or the official's duly authorized designee, to cause property to be maintained in accordance with the requirements of this Article, initiation of which requires written notification from the Code Official to the landlord.

Enforcement of Landlord and Tenant Code

All provisions of the Landlord Tenant Code, Chapter 4, Article 11, may be enforced by a complaint filed with the Regulated Industries Division or by a complaint filed with the City Prosecutor by a Code Enforcement Officer who has personally observed conditions violating the section. A complaint with the Regulated Industries Division may be filed by a landlord, tenant or neighbor of the dwelling unit. Complaints regarding violations of other provisions of the Code may be filed with the City Prosecutor and may be filed by the landlord or the tenant. Complaints filed with the City Prosecutor will be heard in Municipal Court the same as for other ordinance violations.

Complaints

Complaints with the Regulated Industries Division should be filed on forms provided. These forms can be obtained by contacting the Regulated Industries Division. The form may also be downloaded in .pdf format at www.independencemo.org. Within 14 days of receiving the complaint, the Regulated Industries Division will send the person complained against (defendant) notice of the complaint. The defendant then has 10 days in which to respond in writing to the complaint. After receiving the defendant's response, the Regulated Industries Division will set a hearing date and will notify the complainant, the defendant, and any additional landlord(s) and/or tenant(s) of the time and place of the hearing.

If, at the hearing, the Regulated Industries Division finds that there is a violation of the Landlord and Tenant Code, the Regulated Industries Division will notify the person responsible for the violation (usually the defendant) of the violation and will direct the time and manner in which the violation will be corrected. Failure of the person responsible for the violation to correct the violation in the time and manner specified can result in a complaint being filed with the City Prosecutor, which will be prosecuted in Municipal Court.

In addition to conducting a hearing for the Landlord and Tenant Complaint, the Regulated Industries Division has the power under the City Code to direct inspection of the dwelling unit by a City Inspector. If it is determined that the dwelling unit is unfit for human occupancy the Regulated Industries Division can take steps to declare it Unsafe to Occupy and order the building vacated or can refer the complaint to the City Building Official who may declare the premises of the dwelling unit as Dangerous and can order that it be vacated and repaired or demolished. In situations where an emergency exists which requires immediate action to protect the public health, safety or welfare, the Regulated Industries Division or Building Official may order a dwelling unit vacated without prior hearing.

Mold, Lead or Radon Complaints

The city of Independence does not test for mold, lead or radon on premises. Visible mold will be addressed through the normal Regulated Industries process. Corrections identified by certified testing companies can be ordered through normal process. Cost of such testing is at the expense of the tenant or landlord requesting the test.

ACTIONS LANDLORDS AND TENANTS CAN TAKE WHEN REPAIRS ARE NEEDED

When the Tenant Is at Fault

If the tenant fails to keep the dwelling in good repair or in a clean and sanitary condition, the landlord can:

- Inform the tenant of the identified neglect.

- Give the tenant proper notice (if the rental agreement is monthly) and then start eviction proceedings, or, if there is a written lease, take whatever action is provided for in the lease under those circumstances.
- File a lawsuit against the tenant for damages.

When the Landlord Is At Fault

If the landlord fails to keep the property in good repair, the tenant has several options:

- The tenant can inform the landlord of the deficiencies.
- The tenant can file suit against the landlord under the provisions of Missouri's Inadequate and Deficient Housing statute (Sections 441.500 Ct seq. R.S.Mo.). Before attempting this, the tenant should first talk to an attorney. This statute requires the following:
 - The tenant must notify the landlord of the defects in writing, give a reasonable time for repair, and state that the tenant intends to withhold rent if repairs are not made.
 - This rent must be saved and not spent by the tenant. Judges in Jackson County require that a tenant deposit all of the rent with the court before the judge will hear the tenant's complaint or defense.
 - If the landlord sues the tenant for rent and possession of the property, the tenant can deposit all of the rent money with the court. The judge will then hear the case. If the judge finds that the landlord has failed to keep the property in a livable condition, the judge could rule that the tenant does not owe any rent or, more commonly, reduce the amount of rent owed.
- If the landlord still has not corrected the deficiencies, the tenant can sue for money as damages or, under certain conditions, can sue the landlord specifically to fix the deficiencies.

Failure of a Landlord to Maintain an Apartment Building

If the landlord fails to maintain an entire apartment building rather than just one tenant's apartment, the tenants can file suit in associate circuit court, asking the court to appoint a receiver to make repairs.

The tenants must have the Building Official, the Regulated Industries Division, the Fire Department, or all three, inspect the building. The inspectors need to be able to get into all of the apartments to make a complete inspection.

If the landlord does not make the repairs within a reasonable time after receiving notice of the deficiencies, and if persons in a third or more of the available dwellings are willing to take part as plaintiffs, the tenants may file a suit in circuit court.

If the court finds that a building is a nuisance, the court will order all of the tenants in the building to pay their rent to the court or the receiver. The court will then order the owner or receiver to make the necessary repairs using this money. If the tenants continue to pay their rent, the court will let them live in the building without fear of eviction for a year starting when the lawsuit is filed in court. This protects the tenants from possible revenge by the landlord.

OTHER PROBLEMS

Many other problems can occur between landlords and tenants that are not covered specifically by City ordinances and codes or Missouri law. Negotiation between the landlord and tenant probably is the best way to handle such situations. However, if that fails, the two parties should contact one of the agencies listed in Appendix A of this guide or talk to an attorney. Here are some examples of situations that call for individual negotiation or a ruling by a court:

- What constitutes normal wear and tear in an apartment, particularly if a tenant has been in the apartment a long time?
- How long can a tenant have a visitor in the living quarters before the visitor is considered to be living there?
- Who is responsible if a tenant's belongings are damaged by flooding due to broken water pipes or a fire due to bad electrical wiring?
- What are permissible reasons for eviction?
- How often and by how much can the landlord raise the rent?
- What can a tenant do if the deposit was not returned when the tenant moved out?

UTILITIES

The City of Independence operates an electric utility, water and a water pollution control department. New customers must contact the City Utility Customer Service Center, 17221 E. 23rd Street, 325-7930. One working days' notice is required before service can be turned on. A deposit is required under some circumstances. The customer remains liable for the cost of service received during occupancy.

The City has service policies regulating the manner in which service is provided, the equipment necessary for the service and the conditions under which service may be terminated. Questions regarding utility service and billing should be directed to Customer Service, 325-7930. Questions regarding electrical equipment and safety should be directed to Building Inspections, 325-7401 or Fire Prevention, 325-7123. Questions regarding sewer maintenance should be directed to Independence WPC/Sewer Maintenance, 325-7727.

FIRE PREVENTION

The goal of the Fire Prevention Division of the Independence City Fire Department is to provide an environment in which one can live and work free from the hazards of fire and explosion. Anyone who believes that a fire hazard exists, whether in their home, office, plant or elsewhere, may request an inspection. These hazards usually include accumulations of trash, faulty wiring, or storage of flammable liquids or other hazardous materials. Fire Prevention personnel will conduct an on-site inspection and make written recommendations for abating the problem and set time limits for resolution. In some cases, referral is made to other agencies for resolution. Information is also available regarding wood-burning stoves or fireplaces, types of fire extinguishers recommended for home use, and regulations regarding open burning.

Fire Prevention Division may be reached by calling 325-7123, during regular business hours. If an immediate hazard exists, regardless of time or day, call 9-1-1.

PET OWNERSHIP

The mission of Independence Animal Services, in recognition and respect for the animal/human bond, is to anticipate and provide services that will ensure public health and safety, enhance the quality of our citizens' lives and promote animal welfare through education, enforcement and community programs.

Contact Us: Animal Services offices are located inside City Hall on the lower level at 111 E. Maple Ave. Animal Services Officers are available seven days a week and can be reached Monday through Friday from 8 am to 4 pm at 816-325-7205. For emergencies, call 911 anytime.

Barking Dogs: Concerns regarding barking dogs can be reported on the Barking Dog Hotline at 816-325-7213.

Limitations on ownership: As a resident of Independence you are allowed to own, keep, or harbor up to four dogs or four cats or any combination of such animals not to exceed four in number, over the age of six months.

Pit-bull Ownership: Only citizens who resided and owned a pit-bull or pit-bull mix on or before August 28, 2006, may keep such a dog within the City limits. Such owners must also, have applied for and received a pit-bull license in accordance with the City ordinance, and maintain the pit-bull at all times in compliance with the pit-bull license requirements of the City ordinance.

Animal Bites: All animal bites and rabies exposures that occur inside the City limits must be reported to Animal Services. An Animal Services Officer will investigate the incident, determine rabies vaccination status of domestic animals, and quarantine the bite animal as necessary.

Dangerous Dogs: People have the right to live without fear of dangerous dogs. You can contact Animal Services to discuss any incidents involving potentially aggressive, dangerous or vicious dogs.

Restraint and Control: All animals should be walked on leash, kept in an enclosed or fenced area from which it cannot escape, or on a tether of sufficient strength to confine the animal to the yard or premises of the owner. Unrestrained dogs can be reported to Animal Services during regular business hours.

Animal Care: All animals must be provided with adequate care, food, water and shelter. This includes access to water, proper shelter, shade and bedding at all times for animals kept outside. Animal abuse and neglect concerns can be reported to Animal Services and an Animal Services Officer will conduct a cruelty investigation to ensure proper care of the animal and compliance with City Code.

Rabies: All dogs, cats, ferrets and horses over the age of four months must have a current rabies vaccination administered by a licensed veterinarian.

Wildlife: Wild animals should not be handled due to increased risk of disease, including the rabies virus. Questions regarding wild animals can be directed to Lakeside Nature Center at 816-513-8960 or the Missouri Department of Conservation at 816-622-0900. If a human or domestic animal has come in direct contact with a wild animal, the animal should be contained if possible, and a report should be made immediately to Animal Services. Bats found inside of a residence should also be reported to Animal Services.

Animal Shelter: Animals impounded by Animal Services will be held at the Regional Animal Shelter located at 21001 E. 78 Hwy. You can contact the shelter at 913-808-3372 to inquire about adoptions, reclaiming an animal that has been impounded, or to make a lost or found pet report.

APPENDIX A
Agencies That Can Help

IN CASE OF EMERGENCY, DIAL 9-1-1

Independence Community Development Department 111 E. Maple Avenue Independence, MO 64050 www.independencemo.org	Independence Animal Services Division 111 E. Maple Avenue Independence, MO 64050 325-7205 – www.independencemo.org (Animal issues)
Neighborhood Services Division 325-7193 - Property and health hazards	Legal Aid of Western Missouri 4001 Blue Parkway, Suite 300 Kansas City, MO 64130 474-6750 - www.lawmo.org (Free legal advice to low income qualifying persons)
Regulated Industries Division 325-7083 - Food complaints & Rental Ready questions	
Building Inspections Division 325-7401 – Construction permits, structural hazards	Human Relations Commission Attn: Human Resources Department 111 E Maple Avenue Independence, MO 64050 325-7385 - www.independencemo.org (Discrimination disputes between landlords and tenants)
Independence Water Department 17221 E. 23 rd Street Independence, MO 64057 325-7658 - www.independencemo.org 325-7640 after hours (Water service hazards)	
Independence Power & Light 17221 E. 23 rd Street Independence, MO 64057 325-7550 – www.independencemo.org (Electrical hazards, power outage)	Housing Authority of Independence Central Office 210 S. Pleasant Street Independence, MO 64050 836-9200 – www.independenceha.com (Low rent and public housing)
Independence Water Pollution Control 14909 E. Truman Road Independence, MO 64050 325-7727 – www.independencemo.org (Sewer backups)	Community Services League 404 N. Noland Road Independence, MO 64050 254-4100 - www.communityserv.org (Winterization & utility assistance)
Independence Fire Prevention 950 N. Spring Avenue Independence, MO 64050 325-7123 – www.fireonline@indepmo.org (Fire hazards)	U.S. Department of Housing & Urban Development 400 State Avenue Kansas City, KS 66101-2406 (913) 551-5644 - www.hudgov.gov 800-669-9777 Discrimination Hotline

APPENDIX B
Independence City Code

“ARTICLE 11. LANDLORD AND TENANT CODE

SEC. 4.11.001. ACTS OF LANDLORD PROHIBITED.

A. It shall be unlawful for any landlord to lease or otherwise permit or allow the occupation of any dwelling unit which does not comply with the requirements of Sections 4.01.011 through 4.01.031 of the Independence City Code.

B. It shall be unlawful for any landlord to remove or exclude a tenant or a tenant's personal property from the premises without judicial process and court order.

C. It shall be unlawful for any landlord to willfully diminish services to a tenant by interrupting or causing the interruption of essential services, including, but not limited to electric, gas, water, sewer, to the tenant or to the premises with the intent thereby to evict a tenant or cause a tenant to vacate said premises without judicial process and court order.

D. It shall be unlawful for any landlord to lease or otherwise permit or allow the occupation of any dwelling unit without providing the lessee or tenant a copy of the Independence Landlord/Tenant Guide, and obtaining the lessee or tenant's signature as proof of receipt. Any landlord who fails to show such proof of receipt to the Code Official, when requested to do so when the landlord's property is the subject of a code enforcement action by the Code Official, shall be subject to a One Hundred Dollar (\$100.00) fine in Municipal Court.

SEC. 4.11.002. ACTS OF TENANT PROHIBITED.

A. It shall be unlawful for any person, in a written application to become a tenant, to willfully misrepresent material information to the landlord with the intent to deceive the landlord and thereby acquire possession of a dwelling unit.

B. It shall be unlawful for any tenant to willfully break, destroy, deface or injure premises, or any part thereof, leased from a landlord.

C. It shall be unlawful for any tenant to willfully refuse to permit or allow the landlord to enter and inspect the leased premises for the purpose of making repairs, upon reasonable notice, or without advance notice if an emergency condition exists, absent a written lease which provides otherwise.

D. It shall be unlawful for a tenant to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereof, or to fail to take reasonable steps to prevent any other person on the premises from doing so; or to take additional occupants, sublease, rent or turn over said premises to any persons without the landlord's knowledge and consent.

SEC. 4.11.003. DEFICIENT PROPERTY.

A. A dwelling unit may be designated as a deficient property by the Code Official when a landlord fails to correct violations identified in a formal enforcement action.

B. A dwelling unit shall be designated as a deficient property when the dwelling unit is the subject of three, separate, formal enforcement actions by the Code Official within a single year.

C. For the purposes of this Article, formal enforcement action shall mean the steps taken by the Code Official or the official's duly authorized designee, to cause property to be maintained in accordance with the requirements of this Article, initiation of which requires written notification from the Code Official to the landlord. Such notification shall identify each violation and include a date certain for correction of each violation.

D. At the time of the determination, the Code Official shall furnish notice of such determination to the landlord and the dwelling unit's tenant(s). A deficient property shall be subject to periodic interior and exterior inspections by the Code Official for a three-year (3) period, that the property has been determined deficient. A deficient property may not be occupied by a new tenant until the unit has been inspected by the Code Official and determined to be in compliance with the City Code.

SEC. 4.11.004. REMEDY AND PENALTY NOT EXCLUSIVE.

All remedies and penalties provided in this Article shall be in addition to all other provisions of this Code, and not in lieu or exclusive thereof; provided, however, that no action may be taken against any person in violation of that person's rights as guaranteed by the Fifth Amendment to the United States Constitution.

SEC. 4.11.005. AUTHORITY TO ISSUE CITATIONS.

Either the Director of Health, or the Code Official, or his or her authorized representative, is authorized to issue complaints and serve citations on persons charged with a violation of this Article.

SEC. 4.11.006. PENALTY.

Any person, firm or corporation who shall violate a provision of this Article shall, upon conviction thereof, be subject to a fine of not less than One Hundred Fifty Dollars (\$150.00) for the first conviction, a fine of not less than Three Hundred Dollars (\$300.00) for the second conviction, and a fine of not less than Five Hundred Dollars (\$500.00) for the third and subsequent convictions or to imprisonment not exceeding a period of six (6) months, or both such fine and imprisonment. In addition to or in-lieu-of such fines, such person may be required to complete a training course regarding property maintenance, and may be required to provide community service.

SEC. 4.11.007 - 4.11.999 RESERVED."

APPENDIX C
Housing Related Complaint Form

I wish to have my complaint directed to the following Commission:

Human Relations Commission _____

Citizens with Disabilities Commission _____

Name: _____

Address: _____
Apt.# Street City State Zip

If Apartment, name of housing complex: _____

Landlord/Company Name: _____

Manager name: _____ Phone: _____

Nature of complaint:

Repairs		Eviction Notice	
Utilities		Privacy	
Terms of lease agreement			
Other, please explain			

What do you believe is the basis for the treatment?

Age		Race/Color		Religion/Creed	
Handicap		Ancestry		National Origin	
Gender		Other, please explain			

Specify the most recent date on which the discriminatory treatment took place:

Month _____ Day _____ Year _____ Approximate time of day: ____ a.m. ____ p.m.

Please explain what occurred: _____

Note: You may use back side of form or additional paper as needed to explain complaint in detail
I certify that all statements here included are true to the best of my knowledge

Signature _____

Date _____

Send to: City of Independence, Human Resources Department
 111 E. Maple Avenue, Independence, MO 64050
 Phone: 816-325-7385 or Fax: 816-325-7393

APPENDIX D

Rental Ready Program Information

What is the rental ready program?

Rental ready is a rental inspection program that requires residential rental units to pass a basic health and safety inspection every two (2) years.

What is the purpose of the program?

The goals of the program are to protect the health, safety and welfare of the residents, maintain attractive and desirable neighborhoods, and ensure minimum standards for the interior of residential buildings.

Who performs the inspections?

The landlord will be required to hire a qualified housing inspector from the City's approved list. The qualified housing inspector will inspect each units for the nine (9) basic health and safety items.

What are the inspection items?

The rental unit inspection include:

- *No exposed electrical wire.*
- *All smoke detectors are in proper working order.*
- *All handrails are secure and functional.*
- *Property address street number shall be visible.*
- *All units shall have a working sanitary sewer system.*
- *At least one carbon monoxide detector be installed in all multi-family units and new or remodeled homes.*
- *A safe, continuous, and unobstructed means of egress shall be provide from the interior of a structure to a public way.*
- *Ground fault circuit-interceptors are required to be placed within six feet of any water source; including but not limited to bathrooms, garages, crawl space, unfinished basements, and kitchens.*
- *All furnaces, water heaters, and corresponding accessories shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.*

How do I contact a qualified housing inspector?

The City has six (6) qualified rental housing inspectors. A list of those six companies, with contact information, can be found by visiting the Rental Ready website at www.indep.us/rentalready.

What happens if a unit fails an inspection?

If a unit fails an inspection, the landlord will be required to resolve any deficiencies and have the unit re-inspected. No unit can be rented without an approved inspection form.

For more information about the rental ready program, see the City of Independence website at www.indep.us/rentalready.





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

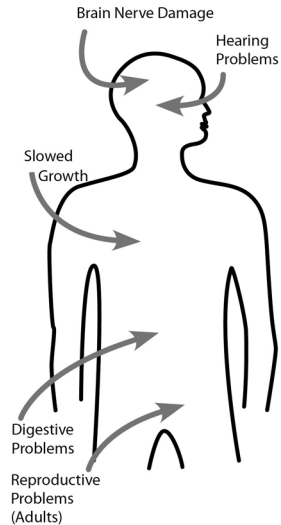
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

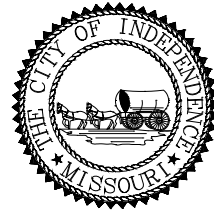
Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



111 E. Maple Ave. • INDEPENDENCE, MISSOURI 64050
Community Development Department, Regulated Industries Division (816) 325-7079
www.independencemo.org



RECEIPT FOR LANDLORD/TENANT GUIDE

It shall be unlawful for any landlord to lease or otherwise permit or allow the occupation of any dwelling unit without providing the lessee or tenant a copy of the Independence Landlord/Tenant Guide, and obtaining the lessee or tenant's signature as proof of receipt. Any landlord who fails to show such proof of receipt to the Code Official, when requested to do so when the landlord's property is the subject of a code enforcement action by the Code Official, shall be subject to a One Hundred Dollar (\$100.00) fine in Municipal Court.

Independence City Code, Chapter 4, Article 11, Section 4.11.001-D (Landlord and Tenant Code)

I hereby acknowledge that I have received a copy of the Independence Landlord/Tenant Guide

Tenant's Name (Please Print): _____

Rental Property Address: _____

Landlord's Name (Please Print): _____

Tenant's Signature: _____

Landlord Signature: _____

Date: _____

This original document should be kept by the Landlord.