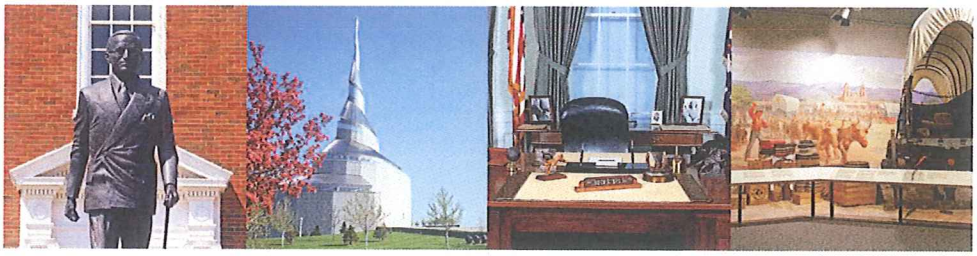
Welcome to
Independence, Missouri

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 Health Department located at 515 S. Liberty. You may contact the Code Compliance Division of the Health Department at 816-325-7193 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. On the home page, click on Departments, then under Health, click on Code Compliance. 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 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.)

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
Kansas City, KS 66101-2406 www.hud.gov
(913) 551-6958 1-800-669-9777 1-800-927-9275 TDD Line

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 via the state website at www.dolir.mo.gov or by contacting the Missouri Commission on Human Rights at:

Missouri Commission on Human Rights
4049 Pennsylvania Avenue, Suite 150
Kansas City, MO 64111
(816) 889-5100

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 Clerk or Law Department
City Hall
111 E Maple
Independence, Missouri 64050
(816) 325-7000

Human Relations Commission
City Hall
111 E Maple
Independence, Missouri 64050
(816) 325-7385

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.

EVICTIONS

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
Kansas City, KS 66101-2406 www.hud.gov
(913) 551-5644

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 City Code Compliance 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 Code Compliance 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 Code Compliance Division should be filed on forms provided. These forms can be obtained by contacting the Code Compliance Division. The form may also be downloaded in .pdf format at www.independencemo.org. On the home page, click on Departments, then under Health, click on Code Compliance. Within 14 days of receiving the complaint, the Code Compliance 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 Code Compliance 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 Code Compliance Division finds that there is a violation of the Landlord and Tenant Code, the Code Compliance 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 Code Compliance 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 Code Compliance 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 Code Compliance 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 Code Compliance 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:

1. 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.

2. 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.

3. 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 Code Compliance 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 on page 15 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

Independence Power and Light, Water and Water Pollution Control (Sewer)

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, 11610 E. Truman Road, 325-7930. One working day's 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, 325-7409 or Fire Prevention, 325-7121. 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 services may be reached by calling 325-7121, 8 a.m. to 5 p.m., Monday through Friday. If an immediate hazard exists, regardless of time or day, call 9-1-1 or 461-2121, or the non-emergency number at 461-2124.

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 insure public health and safety, enhance the quality of our citizens' lives and promote animal welfare through education, enforcement and community programs.

Animal Services has officers available seven days a week between 8:00 a.m. to 5:00 p.m. and can be reached by calling 325-7207 Monday through Friday. For emergencies call 911 anytime.

The Animal Shelter is open to receive animals, adoptions and for lost animal rescue, Monday-Friday 11:00 a.m. to 6:00 p.m. The shelter can be reached at 325-7207. The barking dog hotline is 325-7213, 24 hours a day. This number is also available to the citizen if they have a problem dog that runs loose at certain times of the day but is not currently loose.

The City would like to inform you of some important information helpful to proper pet ownership.

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. For further information please call 325-7211.

Dangerous Dogs: People have the right to live without fear of the neighbor's dogs. If you believe you or a neighbor owns a dog that falls into one of the following categories please call 325-7205 and we will be happy to discuss the situation and see how Animal Services can assist you.

City Ordinance defines a dangerous dog as any dog, except one assisting a police officer in law enforcement duties, which demonstrates any of the following behaviors:

1. An attack which requires defensive action by any person to prevent bodily injury or property damage when such person is conducting himself or herself peacefully and lawfully.

2. An attack which results in property damage or in an injury to a person when such person is conducting himself or herself peacefully and lawfully.

3. An attack on another animal or fowl which occurs on property other than that of the owner of the attacking dog.

4. Any behavior which constitutes a threat of bodily harm to a person when such person is conducting himself or herself peacefully and lawfully.

Restraint and Control: All animals should be kept in an enclosed or fenced area from which it cannot escape, or on a leash or tether of sufficient strength to confine the animal to the yard or premises of the owner.

If your dog is impounded because it was unrestrained, you will have to come to the animal shelter at 875 Vista Drive and claim your dog. You will need to bring the following:

- Proof of current rabies shots for all dogs over 6 months of age. If you do not have current shots, a warning ticket will be issued and you will be given 5 days to provide proof of a rabies vaccination.
- Redemption fees:
  - Altered dog ($30)
  - Unaltered dog – First Offense ($50)
  - Unaltered dog – Second Offense ($65)
  - Boarding fee ($10 per day at shelter)
  - Micro-chipping fee ($10 if dog is not already chipped)
- You will be issued a ticket for unrestrained dog and a court date to appear in court.

Rabies: All dogs and cats must have a current rabies vaccination and wear the rabies tags at all times.

AGENCIES THAT CAN HELP

IN CASE OF EMERGENCY, DIAL 9-1-1

City of Independence Health Department
Code Compliance Division
515 S. Liberty, P.O. Box 1019
Independence, MO 64051
325-7193 www.independencemo.org
(property and health hazards)

City of Independence Building Inspection
111 E. Maple
Independence, MO 64050
325-7409 www.independencemo.org
(construction permits, structural hazards)

City of Independence Health Department
515 S. Liberty, P.O. Box 1019
Independence, Missouri 64051
325-7185 www.independencemo.org
(food complaints, health promotion, birth/death, certificates)

Human Relations Commission
Attn: Human Resources Department
111 E Maple
Independence, MO 64050
325-7385 www.independencemo.org
(discrimination disputes between landlords and tenants)

City of Independence Fire Prevention
950 N. Spring
Independence, MO 64050
325-7121 www.fireonline@indepmo.org
(fire hazards)

Independence Power & Light
21500 E. Truman Road
Independence, MO 64056
325-7550 www.independencemo.org
(electrical hazards)

City of Independence Health Department
Animal Services Division
875 Vista Drive
Independence, MO
(816) 325-7207 www.independencemo.org
(animal issues)

Independence Water Department
11610 E. Truman Road
Independence, MO 64050
325-7658 www.independencemo.org
325-7640 after hours
(water service hazards)

City of Independence
WPC/Sewer Maintenance
14909 E. Truman Road
Independence, MO 64050
325-7727 www.independencemo.org
(sewer backups)

Legal Aid of Western Missouri
1005 Grand
Kansas City, MO 64106
474-6750 www.lawmo.org
(free legal advice to low income qualifying persons)

Housing Authority of Independence
Central Office
210 S. Pleasant
Independence, MO 64050
836-9200 www.independenceha.com
(low rent and public housing)

Community Services League
404 N Noland Rd
Independence, MO 64050
254-4100 www.communityserv.org
(winterization & utility assistance)

U.S. Department of Housing & Urban Development
400 State Avenue
Kansas City, KS 66101-2406
(913) 551-5644
800-669-9777 Discrimination Hotline
www.hudgov.gov

APPENDIX A

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.

Housing Related Complaint Form:

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

☐ **Human Relations Commission**

☐ **Citizens with Disabilities Commission**

Name: _____ Phone: _____

Address: _____

Apt. # Street City Zip

If Apartment, name of housing complex: _____

Landlord/Company Name: _____

Manager name: _____Phone_____

Nature of complaint:

__Repairs __Utilities __Eviction notice __Privacy __Terms of lease agreement

Other: *(briefly specify)* _____

What do you believe is the basis for the treatment:

__Age __Handicap ___Race/color __Gender __Ancestry __ National origin

__Religion/creed

__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

_____ **Date**_____

Send to:

City of Independence, Human Resources Dept. 111 E. Maple, Independence, MO 64050

Phone: 816-325-7385

or Fax: 816-325-7393

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. 4852d 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.

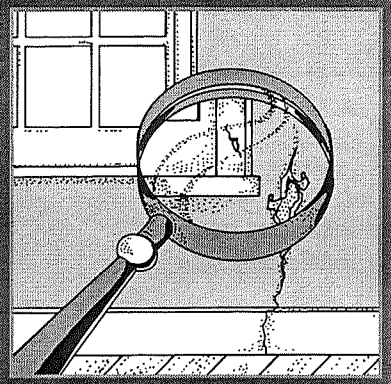
Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

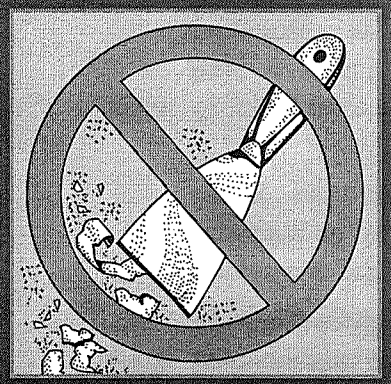
Simple Steps To Protect Your Family From Lead Hazards

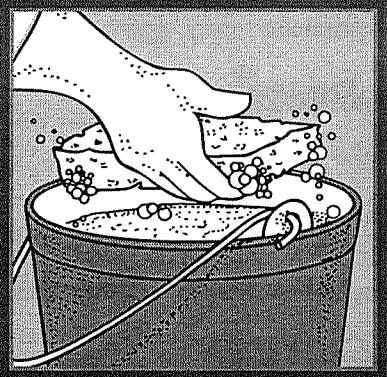
If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

Recycled/Recyclable
Printed with vegetable oil based inks on recycled paper (minimum 50% postconsumer) process chlorine free.







Protect Your Family From Lead In Your Home

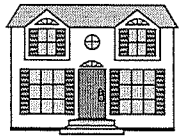
EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children who seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

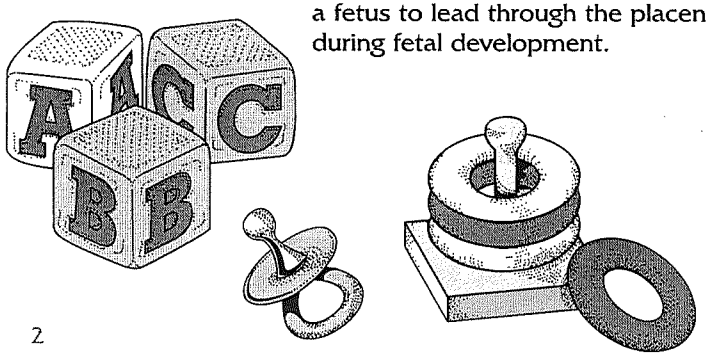
- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more 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.

Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

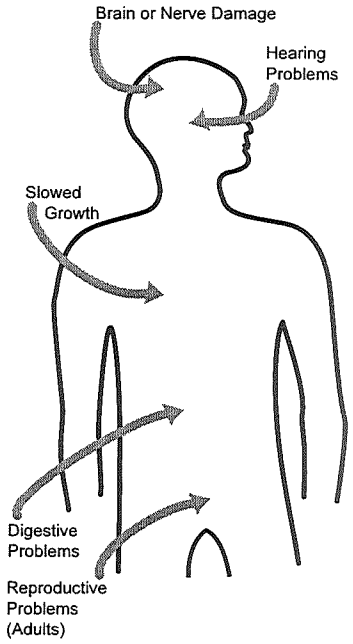
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- 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.)

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. 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 high levels of lead. Blood 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.

Identifying Lead Hazards

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ 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. The following two federal standards have been set for lead hazards in residential soil:

- 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

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

- A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

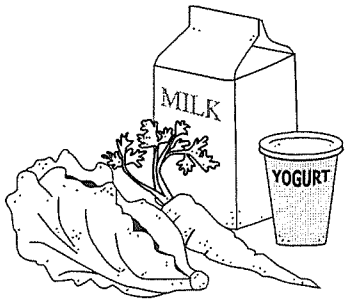
Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

- **If you rent, notify your landlord of peeling or chipping paint.**
- **Clean up paint chips immediately.**
- **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

- **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- **Wash 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.**
- **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

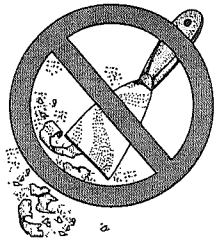
Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

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

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

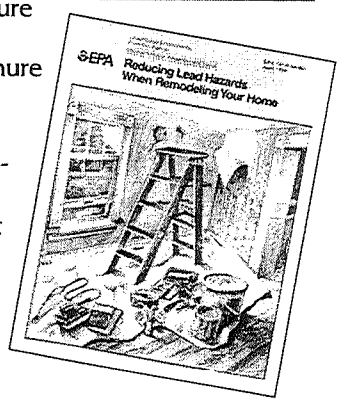
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):



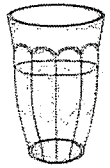
- **Have the area tested for lead-based paint.**
- **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

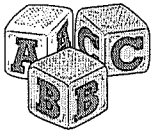
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

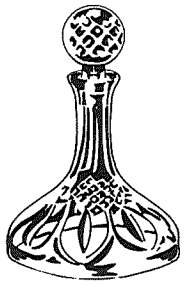


Other Sources of Lead



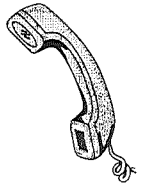
While paint, dust, and soil are the most common sources of lead, other lead sources also exist.





- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You canno see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - 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.
- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted **toys** and **furniture.**
- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**
- **Lead smelters** or other industries that release lead into the air.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information



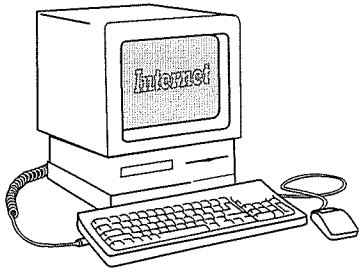
The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.**

EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline



To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov.**

Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD.**

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (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 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

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

Regional Lead Contact
U.S. EPA Region 4
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) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

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

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

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June 2003

City of Independence

515 SOUTH LIBERTY STREET • INDEPENDENCE, MISSOURI 64050
Health Department, Code Compliance Division (816) 325-7193
Office hours: 8:00 A.M. to 5:00P.M *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: _____

Original: Landlord
Copy: Tenant