

CHRISTIAN LEGAL AID SUMMIT
2025 CLS NATIONAL CONVENTION
LANDLORDS GONE WILD II!
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October 2025

- I. Why is landlord/tenant law such a critical justice issue?
 - A. There are three primary rights that government can take away:
 - 1. Life
 - 2. Liberty
 - 3. Property
 - B. There is a well-developed body of law to protect property owners but very limited protection for renters.
 - 1. Most states have some version of what we refer to in Missouri as the “rocket docket.” See Chapter 535 Revision Statutes of Missouri.
 - a. A rent and possession case can be filed and within two to three weeks from service of the petition, an individual can be evicted. § 535.030.1 RSMo. (summons may be properly served four (4) days before the first court date); § 535.040.1 (upon return of the summons the court shall set the case on the first available court date).
 - b. The initial proceeding is a summary proceeding with the evictee having only the right to a brief trial in front of a judge. You can appeal an adverse verdict and have the ultimate right to a jury trial

de novo, but you must put up a bond for the entire amount of the judgment for the past due rent. §§ 535.030.4, 535.110 RSMo.

2. These summary procedures have been upheld by the Supreme Court as satisfying Constitutional Due Process
 - a. Chapter 535, Mo. Rev. Stat., outlines a process for landlords to expeditiously obtain possession of rental properties from tenants who fail to timely pay rent; and
 - b. Such summary procedures have been upheld generally as constitutional by the United States Supreme Court. *See Lindsey v. Normat*, 405 U.S. 56 (1972). In *Lindsey*, the Court determined that Oregon's statutory scheme, which provided for trials on short notice - six days - did not violate due process as long as tenants were allowed to present every available defense and had access to a subsequent *trial de novo*. Courts may require a bond before granting a trial de novo but not to exceed the total amount of rent due and owing.
3. Summary proceedings place tenants at a significant disadvantage, to wit:
 - a. Such procedures afford very limited, if any, pre-trial discovery;
 - b. Affirmative defenses must be filed at the time of the first court appearance;
 - c. Counterclaims may be filed but they are discretionary with the court;

- d. Tenants may obtain legal counsel but there is no requirement that courts appoint counsel;
- e. Most courts offer petition and judgment forms for landlords but normally do not provide any forms for tenants who often are *pro se*; and
- f. Even for those tenants who are able to obtain legal counsel the challenges associated with defending the landlord/tenant case are significant.

II. The current housing and economic climate have exacerbated the crisis:

- A. The economic turndown of 2008-2009 caused the construction industry to slow down significantly. This greatly limited the supply to such an extent that the demand could not be met. (See attached illustration)
- B. This was exacerbated by the COVID crisis. People lost their jobs and fell behind in their rent. The eviction moratoriums helped, but only delayed the crisis. Landlords could still obtain rent and eviction judgments; they simply could not enforce those judgments.
- C. Most major landlords received PPP money as well as government rent support monies for individual tenants.
- D. Unfortunately, these circumstances have led some landlords to raise their rental rates, sometimes substantially. In greater Phoenix, for example, average rents rose over 13% between 2020 and 2022. In Miami, Atlanta, and Tampa the average increase was over 10%. In St. Louis, estimated average rent increases are over 15%.

- E. Since the COVID crisis ended, there has been a significant rise in the number of evictions. According to the Princeton Eviction Lab, as of June 2023, filings rose over 50% in some cities, with an average of 3.6 million per year nationwide.
- F. In St. Louis City, for example, there was an average of 440 new filings of eviction cases per month in 2024. For the first three months of 2025, that number rose to 575 per month.

III. Examples of abusive landlord tenant tactics

- A. Case 1: In June of 2021, we tried a case on behalf of a client who lived in an apartment complex in St. Louis County. She fell behind in rent in late 2019, and the landlord sued her. There was an eviction and a judgment ordered. Prior to the date of the eviction, she approached the landlord in an attempt to pay the entire amount owed and avoid the eviction. The landlord accepted her payment of approximately \$2,500 but then refused to show the judgment satisfied and still let the eviction go forward. Our client moved out a few days before the sheriff arrived, but the eviction still appeared on Missouri CaseNet along with the judgment for approximately \$2,500. Our client had a job opportunity in Atlanta and wanted to move but was unable to accept the job and move because she was unable to obtain housing in Atlanta. We sued in 2020 and won a monetary judgment for our client together with a complete removal from the St. Louis County court records of the eviction and judgment. NCLS was also able to obtain a judgment for approximately \$20,000 in attorney's fees under the Missouri Merchandising Practices Act.

B. Case 2: Recently we have taken on a series of cases involving an entity called Citywide that is arguably the worst landlord in St. Louis. Citywide owns approximately 25 apartment buildings. It's owners have a simple business plan: (1) buy apartment buildings, (2) defer maintenance, (3) charge tenants exorbitant rents, and (4) sue the tenants when they balk at paying because of the deteriorating conditions. Our client, who has permitted us to use her name, is Salinas Rangel. She moved into one of the Citywide properties, called the Saum, in South St. Louis City in 2024. At one time, the Saum was a beautiful apartment building. Citywide did virtually zero maintenance and as a result, four years after they bought it, most of the elevators were generally non-functioning. Ms. Rangel and other tenants had to walk up and down numerous flights of stairs each day to get to and from their apartments. When management was questioned by tenants, they would constantly make excuses and say that the elevators would be repaired soon. The building also became rat infested. Our client decided to move out the day after she found a dead rat under her radiator heater. Other tenants in the same building reported having rats in their apartments, eating their food. Another one of our current clients was actually bitten by a rat in the same building. We sued on behalf of Ms. Rangel, as well as a number of other Saum tenants, under the Missouri Merchandising Practices Act ("MMPA"), which provides us with attorney's fees and contains potential punitive damages for any fraudulent or deceptive conduct that occurs before, during, or after, the actual signing of the lease. We recently settled this case, along with two others. Attached is a news story that was featured on the front page of our local newspaper, the St. Louis

Post-Dispatch, about Ms. Rangel and others who had similar experiences with Citywide. We also have attached our petition in her case so you can get a flavor for the types of claims we make on behalf of tenants.

IV. Defenses in Landlord/Tenant Cases

- A. Habitability Issues – To receive the full rent amount, the landlord is required to maintain the rental property in a habitable condition. Lack of heat, adequate electricity and plumbing are examples of conditions that will cause rented premises to be declared wholly or partially uninhabitable.
- B. Improper Cause of Action – Rent and Possession cases are the proper remedy for a normal tenant who is on a lease and does not pay. Unlawful Detainer is the proper remedy for a person who either never had a lease or overstays a lease. It is also used in foreclosure actions where the previous owner refuses to leave. Sometimes attorneys for landlords will deliberately or possibly inadvertently use the wrong action because they believe they can either achieve quicker results or enhanced damages.
- C. Plaintiff not a Real Party in Interest – The plaintiff must either be the owner of the property or the owner’s designated representative/landlord. Entities or individual who own multiple units normally hire a third-party property manager who becomes the landlord.
- D. Improper or Inflated Damages – Landlords sometimes try to stack “junk” fees on top of rent (i.e. late fees, pet fees, etc.). Most states allow extra fees if the lease calls for it, but landlords cannot construe these fees as “rent” even if the lease calls for it. Missouri, like most states has a “pay and stay” statute - §535.160

RSMo. – which allows a tenant who is sued for past due rent to pay all past due rent only and obtain a dismissal or a stay on an eviction. The landlord may still sue for late fees, attorney fees and other fees if called for by the lease.

V. Other examples of abusive landlord tactics

- A. Lockouts – A situation where the landlord locks out a tenant in order to avoid the meager due process rights that tenants have.
- B. Constructive Evictions – Withholding heat, water, or other necessities in an attempt to motivate a tenant to move.
- C. Refusal to show judgment satisfied – If case is reduced to judgment, the owner or landlord must show the judgment satisfied immediately after the former tenant pays and is out of the premises.

VI. Proactive Offensive Strategies - Most jurisdictions allow counterclaims to be filed in rent and possession cases. These can all be filed as original actions in some circumstances:

- A. Consumer Protection/Merchandising Practices Act actions – Most states have these in some form. In Missouri this is Chapter 407 RSMo. and allows suits against landlords for any conduct against a consumer that is deceptive, illegal, etc. It does not require full-blown fraud.
- B. Actions under the Implied Warranty of Habitability.
- C. Actions for the Return of a Wrongfully Withheld Security Deposit.
- D. Other Common Law Torts such as Infliction of Emotional Distress, Abuse of Process or Malicious Prosecution.

VII. How can the Christian community respond?

- A. Providing high quality legal services at a low cost;
 - 1. Know the law!
 - 2. Sponsor information tables at local courthouses
 - 3. Be prepared to go to court with clients when necessary
- B. Assemble a resource database of tenant assistance agencies; and
- C. Organize a consortium of Christian landlords who can provide decent housing at a reasonable cost.

Bryan Fisher

Protecting Tenants' Rights
CLS Legal Aid Summit
October 9, 2025

1. Habitability

- a. Indiana Code 32-31-8-1, et seq.
 - i. Landlords shall...
 - 1. Deliver the premises in a safe, clean, and habitable condition.
 - 2. Comply with all applicable health and housing codes.
 - 3. Make all reasonable efforts to keep common areas of a rental premises in a clean and proper condition.
 - 4. Provide and maintain the following items in a rental premises in good and safe working condition, if provided on the premises at the time the rental agreement is entered into:
 - a. Electrical systems.
 - b. Plumbing systems.
 - c. Sanitary systems.
 - d. Heating, ventilating, and air conditioning systems. A heating system must be sufficient to adequately supply heat at all times.

- e. Elevators, if provided.
 - f. Appliances supplied as an inducement to the rental agreement.
- ii. These obligations are not waivable.
- iii. Tenants only option to enforce them are to file suit – Indiana has no rent escrow options.
 - 1. Must provide notice of noncompliance.
 - 2. Must give the landlord a “reasonable” amount of time to address the issue.
 - 3. Court may order rent abatement until issue is addressed, may permit the tenant to pay for repairs and deduct costs from rent owed, or may order landlord to allow early termination of the lease without penalties.

b. Implied Warranty of Habitability

- i. Most states, including Indiana, have adopted the implied warranty of habitability.
- ii. Similar enforcement requirements (Notice, reasonable time to repair, etc.).
- iii. A little bit broader than Indiana’s statute (Can include structural issues, for example).

2. Creative Approaches

- a. Contract law – Indiana is a right to contract state, and the courts try to treat leases like other contracts... Some exceptions apply, due to some aspects of property rights attached to real estate.
 - i. First Material Breach
 - 1. Most courts DO NOT accept it as a defense on possession.
 - 2. It IS generally recognized as a defense when determining damages.
 - 3. We usually file a counterclaim on damages when first material breach is a defense for our clients.
 - ii. Consideration
 - 1. Primarily a defense when landlords charge tenants who sign a lease, but do nothing more than that.

2. Tenants never moved in, never picked up keys, never paid a deposit or rent... Nothing more than the signature.
 - b. Consumer protection statutes
 - i. Al's experience with Missouri's Merchandising Practices Act.
 - ii. We have also used some of these in litigation about landlord debt collection practices.
 - c. Other ideas?
3. Social/Spiritual Services
- a. Most of Indiana's legal service organizations have supplemented our legal aid activities with the addition of social services.
 - i. Broader scope of services that helps reduce the emotional and logistical strain on clients.
 1. Rent assistance guidance.
 2. Identifying potential support services and other types of short-term support (e.g., utility assistance programs).
 - ii. Helps soften the landing for tenants who do lose possession of their home, by connecting them with resources that help transition into new housing or that equip them to stabilize their living situation.
 1. Job training/placement.
 2. Educational resources.
 3. Family support services.
 - b. As a faith-based organization, Neighborhood Christian Legal Clinic is also building a spiritual support system for clients, which leans on our faith community partners and volunteers to connect with clients and offer them spiritual support – prayer, counsel, community, and so on...
 - i. Pastors and ministerial support staff volunteers.
 - ii. Incorporated into some of our intake and follow-up processes.