LANDLORD & TENANT
RIGHTS AND RESPONSIBILITIES
FOR RENTAL UNITS

City of Jefferson
Planning & Protective Services

Disclaimer: This brochure is intended to help educate the public and bring their attention to some of the most common rental questions and concerns. It is not a complete and comprehensive list of all requirements under the City of Jefferson Municipal Code, nor does it cover in complete depth the nature of the noted code violations.
TENANT AND LANDLORD DUTIES

The duties and rights of both landlords and tenants are governed by federal law, state law, and local law.

Additional agreements in the lease may impose other duties or rights. If you fail to perform your duties under the law or the lease, your landlord may use your failure to perform as a reason to evict you. If your landlord breaks the lease, you may have the right to sue your landlord or leave the home before the lease ends.

A. General Tenant Duties

- Pay rent when it is due.
- Throw out trash and clean your home so your home does not attract rodents or bugs.
- Take care of your home and do not purposely damage your home.
- Use the plumbing, electricity and appliances in a reasonable way.
- Follow the terms of the lease.
- Do not bother other tenants.
- Follow local municipal codes.
- Allow the landlord entry into your home to make repairs, provided the landlord gives reasonable notice.
- Make sure your guests follow all rules when visiting your home.
- If your lease limits who can live with you, do not allow people to live with you who are not listed on the lease.
B. General Landlord Duties

- Make the property habitable (safe and healthy to live in) before you move in and maintain property in a habitable condition while you live there.
- Make repairs as required by the lease, local, state or federal law.
- Follow the terms of lease such as paying certain utilities and providing working keys to the home.
- Provide appropriate notice if the landlord is terminating the lease.
- Give reasonable notice to you before entering home to make repairs.
- Not interfere or interrupt utilities such as water, electric, gas, etc.
- Provide his or her business address and phone number to you.
- Provide notice to you if ownership of the property is transferred.
- Not to enter your home without your permission or reasonable advance notice.
- Register all rental properties with the City of Jefferson
- Not unlawfully discriminate.
TENANT RESPONSIBILITIES

CLEANLINESS: The tenant must keep the housing unit or apartment, and the surrounding property that he/she occupies and controls in a clean, sanitary, and safe condition. All outside litter and debris must be collected and disposed of in a timely manner.

INSECTS AND RODENTS: The tenant of a single-family dwelling is responsible for the extermination of insects and rodents within the unit. An occupant of a multiple family dwelling is responsible for the extermination of insects and rodents whenever his/her unit is the only unit in the building that is infested.

SMOKE AND CARBON MONOXIDE DETECTORS: Tenants must maintain all detectors within their residence (Landlord is required to maintain them required to code). This means do not remove or move the unit itself, or the batteries, as well as check the units periodically to ensure they would function properly in the event of an emergency. These detectors are installed for the sole purpose of safety for the tenants.

REFUSE: The tenant must dispose of garbage in a clean and sanitary manner.

NOISE: Tenants shall not use single and multiple family dwelling units in such a manner so as to unreasonably make or cause to be made and noise disturbance across any property boundary.

PARKING: Tenants of single and multiple-family dwellings units must abide by all applicable parking regulations. Generally, parking is prohibited in the following locations:
  a. On a public sidewalk;
  b. On any grassy or dirt area; or
  c. On any private property without the consent of the owner of the property.
MOLD: Residents, including those who rent their property, need to do their part in reducing the opportunity for mold indoors.

City staff are not environmental experts and will not determine the type of mold or its potential impacts for a resident. If a resident has serious concerns regarding his/her indoor environment and their health, contact an environmental expert with experience in the treatment of mold and, if necessary, consult a health care provider for diagnosis and treatment. The City will not make recommendations for the actions the homeowner should seek.

If the problem is something that has to be fixed by the landlord, the resident must send a letter in writing to their landlord describing the nature of the complaint and keep a copy of the letter.

If the landlord refuses to address the issue, residents may contact the City of Jefferson Property Maintenance Division. The City cannot address mold, because mold itself is not a code violation; however, the City can assist in identifying the cause of the mold if it is from a code violation, i.e. - missing roof shingles causing a roof leak. The resident will need to provide the as much of following as possible to the City:

a. History of the issue, including dates and personal remediation efforts;
b. Steps taken to further prevent the spread of mold;
c. Correspondence to the landlord, as well as return correspondence from the landlord noting a lack of intent to address the issue; and
d. Specific code violations that exist which are leading to the mold.

A letter will be sent to the landlord identifying the potential code violations and corrective actions. The landlord will have 30 days from date of the letter to make corrections.
LANDLORD RESPONSIBILITIES

EXTERIOR OF THE BUILDING: The landlord must maintain all parts of the exterior structure. All vegetation, such as grass, shrubs, and trees, must be cared for so as not to become a nuisance to tenants or neighbors. No rubbish or debris may be left in the yard. The exterior of the structure shall be maintained in good repair and structurally sound. All exterior walls shall be free of leaks, loose or rotting materials; and maintained weatherproof and properly surface coated where necessary to prevent deterioration. The roof and flashing shall be sound, tight, and not have defects which might admit moisture. All windows and doors shall be kept in sound condition, good repair, and weather-tight.

PUBLIC AREAS WITHIN THE BUILDING: The landlord must maintain all public areas within the building. All corridors, exit ways, stairway and stairwells must be clean and clear of all debris and must have ample lighting.

INTERIOR OF THE BUILDING: The landlord must maintain the interior of the building so that it is in good repair, structurally sound, and in a sanitary condition. The landlord must repair all peeling paint, cracked or loose plaster, decayed wood and other defective surfaces.

INSECTS AND RODENTS: The landlord must exterminate insects and rodents if more than one unit of a multiple-family dwelling is infested, or if public areas within the building and premises are infested.

EQUIPMENT: The landlord must repair and maintain all plumbing fixtures, light fixtures, and heating equipment. If the landlord provides other appliances such as stoves, refrigerators, washers and dryers, he/she must also repair and maintain these appliances.
PLUMBING: The landlord must provide and maintain adequate plumbing facilities for the building. Every dwelling unit must have a room, separate from habitable rooms, containing a toilet, a bathtub or shower and a wash basin.

ELECTRICAL SERVICE: The Landlord must provide adequate electrical service to meet the normal needs of all occupants.

HEATING AND HOT WATER: The landlord must supply and maintain heating facilities in all dwelling units that will adequately heat all habitable rooms to a temperature of at least 68 degrees from Nov. 1 to May 1. The landlord must also provide water heating facilities capable of delivering hot water (minimum 120 degrees) to every required kitchen sink, lavatory, bathtub, shower, and laundry facility at any time needed.

VENTILATION AND NATURAL LIGHTING: Every habitable room, except bathrooms, must have an openable window for adequate ventilation and natural lighting. A mechanical ventilation system may be used in bathrooms.

SMOKE DETECTORS: The landlord shall provide at least one operable smoke detector at the following locations: in each room used for sleeping purposes, on each floor of the structure including the basement, at the top of common stairways, and in each room adjoining sleeping rooms that are used as an exit path. Smoke detectors should not be placed in the kitchen. There are additional fire code requirements for multiple-unit structures.

MEANS OF EGRESS: The landlord must insure that there is a safe, continuous, and unobstructed path from the interior of a structure to the exterior areas leading to a public area at grade.
Tenant Resources:

To report code violations please contact

City of Jefferson Code Enforcement
Monday through Friday 8:00 am - 5:00 pm
Phone: (573) 634-6410
Email: JCPlanning@jeffcitymo.org

Other Resources:
Missouri Human Rights Commission
Toll-free: 877-781-4236
Jefferson City: 573-751-3325
mchr@labor.mo.gov

U.S. Department of Housing and Urban Development
Housing Discrimination Hotline: 800-669-9777

Mid-Missouri Legal Services
428 East Capitol Ave.
573-442-0116 / 573-634-4545
mmls.org/

Central Missouri Community Action
http://resource.showmeaction.org/

Jefferson City Housing Authority
573-635-6163
http://www.ichamo.org/

Missouri Attorney General's Office (Landlord Tenant Law)
ago.mo.gov.

There is information on the State of Missouri Health and Senior Services website on how to clean up mold at http://health.mo.gov/living/environment/indoorair/mold.php.
The Environmental Protection Agency (EPA) has additional information on mold in their printable brochure "A Brief Guide to Mold, Moisture and Your Home" or visit their website at https://www.epa.gov/mold.