

FILED

SEP 11 2019

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

**IN THE 21ST JUDICIAL CIRCUIT, ST. LOUIS COUNTY
STATE OF MISSOURI**

RE-N-VISION. LLC,)	
)	
)	
Plaintiff,)	Cause No. 19 SL-AC16794
)	
vs.)	Division 41
)	
DARLENE SMITH,)	
)	
EDWARD DUNAWAY,)	
)	
DIAMOND FINERSON,)	
)	
KELLY SMITH,)	
)	
Defendants.)	

ORDER / JUDGMENT

Cause called for trial de novo on September 9, 2019. Plaintiff appears by attorney Laceshionna Cline, defendants Darlene Smith, Edward Dunaway and Diamond Finerson appear pro se. Defendant Kelly Smith appears not. Evidence is adduced in this landlord-tenant action.

After hearing evidence from the Plaintiff's representative, Rashonda Roundtree, Defendant Diamond Finerson and Defendant Darlene Smith, the court concludes there is little dispute as to the material facts. Defendants rented a home from Plaintiff at 133 N. Harvey, Ferguson, MO 63135. Monthly rent was \$1150.00 and the Defendants moved into the home in November 2018. The four bedroom and two and a half bath house did not pass an occupancy permit inspection conducted by the City of Ferguson after the Defendants moved in. The property subsequently failed inspections in the first six months of 2019. Plaintiff admitted that she had not

sought a re-inspection by the City of Ferguson because new issues arose requiring repair. Plaintiff did not want to apply for a re-inspection, as she assumed the house would fail said inspection.

Defendants testified of several issues with the property that remained problematic despite repair attempts: water leaks in roof, bathroom and garage, backed up sewer in garage, sinking toilet and its surrounding tile as well as a broken exterior fence. Plaintiff agreed that repairs were made to several areas including ceilings, roof, toilet, floor and bathtub. Defendants testified that the leaks were not fixed and cosmetic changes were made, a fact bolstered by photographic evidence. Both parties admit that all repairs were not completed. The parties met in April 2019 to discuss the needed repairs and the lack of an occupancy inspection. At this meeting, the Plaintiffs offered to release the Defendants from the lease but the Defendants declined to move out because the Plaintiff informed them that they would not receive their deposit if they did so. Plaintiff denies that she said they would not receive their deposit. Defendants were evicted on August 19, 2019 and Plaintiff now seeks \$5338.00 in owed rent, \$715 in late fees as well as pre and post-judgment interest as allowed by law.

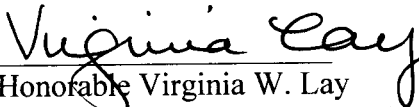
Defendants desired to place evidence regarding medical expenses at issue, which was objected to by Plaintiff. The court sustained the objection and finds that these claims were not presented in a counterclaim or affirmative defense. However, this court's judgment does not prevent Defendants from asserting those claims in a separate action.

Based on the record before the court, the court finds that the Defendants are entitled to a \$500 per month reduction in rent retroactive to February 2019 due to the conditions of the home and the lack of an occupancy permit. The court also finds that while Plaintiff failed to fix several

items in a timely fashion, the Defendants did benefit from their continued tenancy following the Plaintiff's offer to terminate the lease in April 2019. As such, the Defendants are entitled to a prorated credit amount of \$3046.66 for February through August 19, 2019.

Therefore, it is ordered, adjudged and decreed that Plaintiff shall have and recover from Defendants damages in the amount of \$2291.40, as well as \$200 in late fees at the court's discretion; for a total judgment of \$2491.40. Plaintiff shall be entitled to a 9% interest from the date of judgment. Defendants are also assessed court costs of \$53.50 and sheriffs fees of \$144.00.

SO ORDERED:


Honorable Virginia W. Lay
Associate Circuit Judge, Division 41

September 10, 2019