

_____	*	_____ COURT FOR THE
(Owner/Landlord)	*	PARISH/CITY OF _____
	*	
VERSUS	*	DOCKET NO. _____ DIV. _____
	*	
_____	*	STATE OF LOUISIANA
(Defendant)	*	
_____ DEPUTY CLERK	*	FILED: _____

**EXCEPTIONS, ANSWER, AND AFFIRMATIVE DEFENSE TO RULE FOR  
POSSESSION OF PREMISES**

NOW INTO COURT COMES \_\_\_\_\_ (*your name*),  
defendant, and for exceptions and answer to plaintiff's rule for possession of premises  
respectfully shows:

**I. INTRODUCTION**

Defendant admits his or her domicile, and  admits /  denies each and every other  
allegation in plaintiff's rule for possession of premises.

**II. EXCEPTIONS**

*Check all that apply.*

- Prematurity - Notice to Cure was required under the lease.
- Prematurity - Lease did not waive notice to vacate, which was not given or not timely given.

Plaintiff has not given proper notice to end the lease, required 10 days in advance for a month to month or oral lease, or as set in my lease: \_\_\_\_\_

Other: service issues, etc.: \_\_\_\_\_

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### **III. AFFIRMATIVE DEFENSE(S)**

Further answering, plaintiff is not entitled to possession of the premises because:

The grounds set out for eviction do not violate my lease.

I have made payment of all rent due.

I have tendered rent timely according to the custom for payment of rent established between the parties.

The amount of rent claimed by the plaintiff is not actually due, in that \_\_\_\_\_

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The notice to vacate has been vitiated by the plaintiff's acceptance of rent after the Notice to Vacate.

The Notice to Vacate and/or Rule for Possession are too vague for defendant to prepare a defense.

The Rule for Possession and the Notice to Vacate state inconsistent reasons for eviction.

Plaintiff's alleged agent or representative is not actually authorized to file or litigate this rule under LSA-R.S. 37:212-213.

Defendant has withheld rent lawfully pursuant to LSA-C.C. article 2694 in order to make repairs to the leased premises which plaintiff has failed to furnish after notice, and which are necessary to render the premises in good condition and suitable for their intended use.

- I have a lease that has not ended. Defendant cannot be evicted for “no cause” before the end of his or her lease. La. Civil Code art. 1983, 2678, 2728.
- The lease between the parties has been reconducted pursuant to LSA-C.C.P. article 2689 by defendant's continued possession of the premises after expiration of the lease term.
- I have a bond for deed for the premises. Defendant has not been given his or her 45 day notice to cure. Thus, this eviction is barred. La. R.S. 9: 2945.
- I am a co-owner of the premises and cannot be evicted by this Court.
- My rental is either:  public housing,  subsidized housing,  tax credit housing, or  other federally regulated housing and termination of tenancy is governed by federal laws for these programs.
- The housing authority is responsible for its share of the rent. I am only responsible for my share of the rent. I cannot be evicted for the housing authority’s failure to pay the rent when I have paid or offered to pay my share of the rent. 24 C.F.R. 982.310 (b).
- The housing authority stopped payments of rent to the landlord because repairs were not made. The landlord cannot evict for this.
- This Court has equitable discretion not to terminate the lease for non-payment of rent. Defendant is willing to make the landlord whole by paying the landlord the rent owed as determined by the court.
- Evictions are subject to judicial control and may be denied even if a lease violation is proven. Under the circumstances of this case, this Court should exercise its equitable discretion not to terminate defendant’s lease.
- In addition to any of the defenses checked above, plaintiff should be denied possession of my apartment because: \_\_\_\_\_

WHEREFORE, defendant prays that plaintiff's rule for possession of premises be dismissed at his or her cost, notes that the landlord/owner cannot sue defendant for rent or damages in this Rule for Possession,  and further prays that defendant be allowed to file and litigate this cause *in forma pauperis* pursuant to LSA-C.C.P. article 5181-5188.

Respectfully submitted,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**STATE OF LOUISIANA**

**PARISH OF \_\_\_\_\_**

**VERIFICATION**

BEFORE ME, the undersigned authority, personally came and appeared

\_\_\_\_\_ (*your name*) who, being by me first duly sworn, deposed:

I am the defendant in the above Answer to the Rule for Possession, and that all allegations of fact made in the Answer, except those allegations expressly made on information and belief; affiant believes to be true.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

SWORN TO AND SUBSCRIBED TO THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ \* \_\_\_\_\_ COURT FOR THE  
\*  
\* PARISH/CITY OF \_\_\_\_\_  
\*  
VERSUS \* DOCKET NO. \_\_\_\_\_ DIV. \_\_\_\_\_  
\*  
\*  
\_\_\_\_\_ \* STATE OF LOUISIANA  
\*  
\*  
\_\_\_\_\_ DEPUTY CLERK \* FILED: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing pleading has been served upon all parties

by:

- Placing in the U.S. Mail, postage prepaid and properly addressed
- Handing it to the person representing the plaintiff on \_\_\_\_\_ (date).

Signature: \_\_\_\_\_

Name: \_\_\_\_\_