

Summary of Iowa Landlord and Tenant Law

by: Iowa Legal Aid

Iowa Landlord and Tenant Act applies to rental agreements for most houses or apartments. It does not cover all situations. A rental agreement is the understanding between the landlord and tenant. It may be in writing or oral. See other articles posted on this website and the Iowa Legal Aid publication A Guide to Landlord Tenant Law in Iowa for more details about landlord and tenant law.

Duties of Landlords (Iowa Code 562A.15)

In most cases, the duties of the landlord include:

- Follow building and housing codes that affect health and safety in an important way;
- Make repairs to keep the house or apartment in a fit and livable condition;
- Provide for garbage receptacles and removal;
- Supply hot and cold running water and heat, unless the tenant pays the utility company directly, and the water heater and furnace are under the tenant's control;
- Keep areas used by the tenants of more than one apartment clean and safe; and
- Keep facilities and appliances such as electric wiring, plumbing, heating, and air conditioning in good and safe working order.

Only in limited cases can the landlord and tenant agree that the tenant will be responsible for any of the landlord's duties. In any case where the tenant agrees to be responsible for the landlord's duties, the agreement should be in writing, and fair to both.

Duties of Tenants (Iowa Code 562A.17)

In addition to paying rent, the tenant must do all of the following:

- Follow any building and housing codes that apply to tenants, and that affect health and safety in an important way;
- Keep his or her living area clean and dispose of garbage properly;
- Properly use all appliances and facilities such as plumbing, heating, wiring, air conditioning;
- Not damage or abuse the apartment on purpose or carelessly, or knowingly allow someone else to do so; and
- Avoid doing things that will disturb the neighbors' peace and quiet.

Landlord's Remedies

A landlord can take certain steps if a tenant fails to comply with the law or the rental agreement.

- If the tenant violates his or her duties in a major way, like not paying rent, the landlord may cancel the rental agreement by giving proper written notice. The length of time in the notice depends on what was done to violate the rental agreement. In most cases, the landlord has to

give the tenant a chance to fix whatever the problem was. Once the landlord takes proper steps to cancel the agreement, he or she must file a court action. The court can take action to remove the tenant from the rental unit if the tenant fails to move. It is illegal for a landlord to try to force a tenant to move by any other means, such as changing locks or shutting off the utilities.

- In some cases, if a tenant damages the property, the landlord may require the tenant to pay for the necessary repairs. However, a landlord is not allowed to hold a tenant's property even if the tenant owes rent or owes money for damage to the property.

Tenant Remedies

If a landlord fails to perform some of his or her important duties, the tenant may end the agreement by giving a proper written notice. The length of time in the notice depends on what has happened. In some cases, the tenant must give the landlord a chance to fix the problem(s). Sometimes the tenant can make repairs and deduct the cost from rent owed to the landlord. Very specific steps must be taken to end an agreement or withhold rent. A tenant should also consider contacting the Housing Inspector if a landlord fails to make necessary repairs and maintain the house or apartment. Some cities have ordinances that require the tenant to give the landlord the written notice to fix the problem(s) before the Housing Inspector will inspect the home, except in the case of an emergency.

Ending the Rental Agreement

Normally, unless there is a violation of the agreement, neither the landlord nor the tenant can end a rental agreement during its term. For example, in most cases a six month rental agreement cannot be ended until the 6 months are up. To end a month-to-month agreement, written notice must be given at least 30 days before the next time rent is due (not including any grace period). For example, if rent is due on the first of the month, and the landlord gives a notice to end the agreement on the 10th of June, the earliest the tenancy could end would be the 1st of August. Please also see "How Can a Rental Agreement Be Ended?" for more information.

Rental Deposits (Iowa Code 562A.12)

A landlord may not ask for more than two months' rent as a security deposit. After the tenant has moved and left a new mailing address, the landlord has 30 days to return the deposit or explain to the tenant in writing exactly why the landlord is keeping some or all of the deposit. If the landlord does not contact the tenant in writing within the 30 days, then the landlord loses his right to keep any of the deposit and the tenant may be able to recover \$200.00 or more if the landlord is not being fair. Other rules apply to deposits as well.

Some Other Important Points

- Except in cases of emergency, a landlord should normally give a tenant 24 hours notice of the landlord's intent to enter the house or apartment. If tenants are going to be gone for a length of time, it is a good idea to let the landlord know.
- It is illegal for a landlord to get back at a tenant for complaining about the condition of the property to the landlord or housing inspector. In such cases, the law presumes that the landlord is retaliating against (getting back at) the tenant, if within one year, the landlord tries

to raise the rent or evict the tenant. An important exception, however, is that when the rent is not paid, the law does NOT presume retaliation.

- In providing housing, it is illegal to discriminate because of a person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or against a person because they have children. If you have questions regarding this or any legal matter you should consult an attorney for legal advice. .

Any tenant with problems involving an eviction, or if you have a question on landlord/ tenant law, you should see an attorney for advice. To find out the number of the Iowa Legal Aid office serving your area, call 1-800-532-1275.

Last Reviewed On: 12/27/07

Housing: How My Landlord Learned to Make Repairs

by: Iowa Legal Aid

Most landlords make repairs in a reasonable fashion. But what can a tenant do if the landlord doesn't make needed repairs?

Iowa law gives tenants clear and effective rights to take action when repairs are needed to keep the property safe and livable. The Iowa law provides at least four things a tenant may do when repairs are needed but the landlord fails to do what is required to make the repairs. This article will tell you the four methods.

Method one is the **"I'm out of here" notice**.

Method two is the **"I already fixed the emergency" notice**.

Method three is the **"Repair and deduct" notice**.

Method four is the **"Here comes the Judge" notice**.

1. **"I'm out of here" notice**

The "I'm out of here" notice has limited use. Under this method, the tenant notifies the landlord that certain repairs are necessary. The notice must say what repairs are needed. In the notice the tenant states that, unless the needed repairs are made within seven days from the date of the notice, the tenant will leave the property without further obligation to the landlord, as long as the problem is not the fault of the tenant, a member of the tenant's family, or a guest of the tenant. The repairs must be for a condition affecting the health and safety of the tenant. If the landlord does not make the needed repairs within the seven days, then the tenant may move out. The tenant is then released from owing any future rent to the landlord.

This method is limited to those cases where the tenant would find it easy to just move out and into another place. That is not always the case. When the tenant cannot just pick up and leave, he or she should consider methods two, three or four to get the needed repairs.

2. **"I already fixed the emergency" notice**

Sometimes the repairs involve a landlord failing to fix something that results in the tenant not having "essential services." Such services include running water, hot water, heat or other essential service. In such cases, the tenant may give written notice to the landlord of the problem. Once the tenant has given written notice to the landlord about the problem, the tenant may then take whatever steps are necessary to get the essential services, as long as the problem is not the fault of the tenant, a member of the tenant's family, or a guest of the tenant.

Suppose the water heater is out and the landlord knows about it, but does not fix it. Then the tenant may give the landlord a written notice that the water heater is broken and no hot water is available to the tenant. After the tenant gives that written notice to the landlord, the tenant may get the water heater fixed. If the heater cannot be fixed, the tenant may have the water heater replaced. Note that the replacement must be the same or similar to the one that is broken. The cost of repairing or replacing the water heater must be shown by a written receipt. After completing all of the necessary repair or replacement, the tenant then gives the landlord another notice. This notice should state that the problem has been fixed and tell the

landlord the cost of the repair. Along with the notice should be a copy of the written receipt. The tenant may then deduct the cost of fixing the problem from the next rental payment(s) due the landlord.

This method of repair is restricted to those repairs that concern only essential services. The problem must involve services that are absolutely necessary to continue living in the home. This could include no heat when the weather is cold, no toilet working, no running water, no electricity or a similar service.

Be sure to check the cost of making the repair before using this method of repair. It may be that the cost of repair will be more than the amount of the next rental payment. This method is not limited to a repair costing one month's rent or less, unlike the repair and deduct method. However, the landlord may not agree with what the tenant has done, so there may be no easy way to get the money from the landlord except to deduct the money from the rent each month as it becomes due. Meanwhile, the person who made the repair will no doubt expect to be paid.

If the repairs concern an item that needs fixing, but the repair can wait a reasonable time, repair method III or IV should be considered.

3. **"Repair and deduct" method**

Under the "repair and deduct" method, the tenant can have items repaired if the problem violates the rental agreement, or the livability section of Iowa's landlord-tenant law (Iowa Code 562A.15). This could involve items such as compliance with a building code that relates to health and safety. It could involve the plumbing system, the electrical system or just an outlet, or the sewer system. Other such problems could be the heating and/or the air-conditioning system, a non-working appliance, garbage pickup, window repair, or entrance door repair. It can be any other defect where the landlord is responsible for repairs. This would not include items such as painting or decorating.

The tenant first needs to give the landlord a chance to fix the problem. It is always a good idea to let the landlord know about the problem in writing. Make sure the paper is dated, and be sure and keep a copy for yourself, to prove that the landlord was notified about the repair, but didn't fix it. Otherwise, the landlord may say he or she could not be expected to fix something when the tenant didn't tell him or her that it needed repair.

If the repair is not made, the first step is to give the landlord a written notice. This notice needs to spell out what repairs are needed. The notice must be delivered to the landlord at least seven days before the next rental payment is due. The notice tells the landlord that the tenant will deduct the cost of the repair from the next month's rent. The cost of correcting the problem cannot be more than one month's rent. For this reason, the tenant should be sure and get a careful estimate from the repair person.

The second step is to have the repair done. It is best to have someone else do the work, even if you could do it yourself. But if you do the work yourself, you must be sure to keep careful records of the time put in and the materials you bought. You should have receipts for anything you buy.

The third step is to deduct the cost from the next month's rent. You will want to give the landlord a copy of your receipts, keeping the originals for yourself. The repair should be

completed before the landlord would send a notice of nonpayment of rent.

Sometimes several repairs are needed. If the cost is more than one month's rent, the tenant could do one item per month. The tenant would want to make sure that the cost of each one is no more than one month's rent, and that a new 7-day notice is sent each month. Also, if several different tenants wanted to get together and use their rent to fix a common problem, such as a furnace that heats several apartments, they could all use the "repair and deduct" method, and maybe have enough money to handle the repair. They should all be sure and give the seven-day notice to the landlord.

4. **"Here comes the Judge" Method**

Sometimes the repair may be too big for a tenant to handle with the methods described above. For example, if the rental unit has no heat in the winter because the heating system needs to be replaced, most tenants cannot afford to pay for such a repair, even if they could deduct the cost from the rent over time. Also, some repair persons may not want to get involved with big repairs without the consent of the owner. What can be done in such situations?

One possibility is to call the rental housing inspector for your city. Many cities have a rental housing code, and inspectors to enforce it. If there is a serious violation, the city inspector may order the landlord to fix it quickly. If the landlord doesn't fix it, the city may take him to court, or fine him. However, if the city inspector finds really bad housing problems, and the landlord refuses to fix them, the inspector may say that the rental unit is unfit to live in. In those cases, the tenants may have to move out.

If there is no housing inspector for your city, or if you are afraid the city may make you move out because the place is in bad shape, you may instead want to file a law suit. The law suit is based on the responsibility of the landlord to keep the rental property in good, livable and safe condition. If the judge decides that the landlord has not lived up to his duties in an important way, and that the tenants are hurt by it, the judge may give an order making the landlord fix things.

The landlord can't get back at the tenant for asking for repairs.

Under all of these methods of repair, the landlord may not retaliate against (get back at) the tenant by raising the rent, trying to evict the tenant, or reducing services. If the landlord tries to do that within one year of the tenant's making a complaint about repairs, the law assumes that the landlord is trying to get back at the tenant. The landlord would then have to show some other reason for taking the action. However, if a tenant has not paid the rent, the law doesn't assume the landlord is retaliating if the landlord tries to evict the tenant.

Any tenant with problems involving an eviction, or other landlord/tenant law questions should see an attorney for advice. To find out the number of the Iowa Legal Aid office serving your area, call 1-800-532-1275.

Last Reviewed On: 03/12/06

Iowa Legal Aid offices serving Washington County

Landlord & Tenant Issues

Iowa Legal Aid Iowa City Regional Office #151

430 Iowa Avenue, Iowa City, IA 52240

(800) 272-0008 or 351-6570 in the Iowa City area

Legal Hotline for Older Iowans #150

1111 9th Street, Suite 230, Des Moines, IA 50314

(800) 992-8161 or 992-8161 in Des Moines

<http://www.lawhelp.org/program/898/>

Persons Using English as a Second Language/Se Habla Español #150

, Statewide Service in, IA 52240

(800) 272-0008 o (319) 351-6570

iowalegalaid.org

Upper Midwest Pension Rights Project

1111 9th Street, Suite 230, Des Moines, IA 50314

515-282-8161

<http://www.lawhelp.org/IA/StateDirectory>.

Help Finding an Attorney—Free, Low-Cost or Private

Iowa Legal Aid

Central Iowa Regional Office

1111 9th St., Suite 380 Des Moines, IA 50314-2527

515-243-1193, 1-800-532-1275 or 1-800-272-0008 (Spanish)

www.iowalegalaid.org

(Outside central Iowa, call to see which office serves you.)

Drake University Law School Legal Clinic

2400 University Ave. Des Moines, IA 50311

515-271-3851

www.law.drake.edu/visitors (“*Legal Clinic*” under “*Centers.*”)

Middleton Center for Children’s Rights

2400 University Ave. Des Moines, IA 50311

515-271-3851

<http://www.middleton.drake.edu/>

(See also “Finding a Lawyer” section in left-hand menu.)

Iowa Protection and Advocacy Services, Inc.

950 Office Park Rd., Suite 221 West Des Moines, IA 50265

515-278-2502 or 1-800-779-2502

www.ipna.org

Legal Hotline for Older Iowans (Iowa Legal Aid)

1111 9th St., Suite 230 Des Moines, IA 50314-2527

515-282-8161 or 1-800-992-8161

www.lawhelp.org/program/898/

Youth Law Center

218 6th Ave., Suite 706 Des Moines, IA 50309

515-244-1172 or 1-800-728-1172

www.youthlawcenter.org

Iowa Concern Hotline (Iowa State University)

1-800-447-1985

<http://www.extension.iastate.edu/iowaconcern/legal.html>

Hispanic Outreach with Legal Assistance Resource Center

618 E. 18th Street Des Moines, Iowa 50316

515-299-4652

<http://www.holacenter.org/Services/PolkCountyBarAssociation>

Persons Using English as a Second Language/ Se Habla Español

430 Iowa Ave. Iowa City, IA 52240

1-800-272-0008 or 1-319-351-6570

Volunteer Lawyers Project

521 E. Locust, Suite 302 Des Moines, IA 50309

515-243-3904

Iowa State Bar Association Lawyer Referral Service

515-280-7429 or 1-800-532-1108 (in-Iowa only)

[http://www.iowabar.org/services.nsf/\\$about!OpenAbout](http://www.iowabar.org/services.nsf/$about!OpenAbout)

(Free referrals to private attorneys only)

Find Legal Help from the American Bar Association

www.findlegalthelp.org (Then click on Iowa)

Lawyers.com from Martindale-Hubbell

<http://www.lawyers.com/>

Findlaw for the Public

<http://lawyers.findlaw.com>

Ask friends, family and trusted professionals for referrals.

Help Resolving Disputes Without Going to Court

<https://childsupport.dhs.state.ia.us>
(for issues involving the collection of child support payments)

Iowa Mediation Services

515-331-8081 (*central Iowa*)
319-398-4042 (*southeastern Iowa*)
641-423-4322 (*northeastern Iowa*)
641-782-7329 (*southwestern Iowa*)
712-262-7007 (*northwestern Iowa*)
www.iowamediationservice.com

Consumer Protection Division

Iowa Attorney General's Office
515-281-5926
www.iowaattorneygeneral.org/consumer/index.html
(for issues involving consumer fraud, sales practices and advertisements)

Consumer Affairs

Iowa Division of Insurance
515-281-6348 or 1-877-955-1212
www.id.state.ia.us/complaints/index.asp
(for issues involving health, life or auto insurance companies or policies)

Iowa Civil Rights Commission

515-281-4121 or 1-800-457-4416
www.state.ia.us/government/crc
(for issues involving civil rights)

Iowa Department of Human Services

Child Support Customer Services Unit
515-242-5530 or 1-888-229-9223

Iowa Utilities Board

Customer Service Section
515-281-3839 or 1-877-565-4450
www.state.ia.us/government/com/util/customers.html
(for complaints about public utility service)

Iowa Department of Workforce Development

515-281-5387 or 1-800-562-4692
www.iowaworkforce.org
(for issues involving wage payment, unemployment claims and workers' compensation)

Long Term Care Ombudsman

515-725-3327 or 1-800-532-3213
<http://www.state.ia.us/elderaffairs/advocacy/ombudsman.html>
(for issues related to long-term care, including nursing facilities, assisted living programs, and elder group homes)

Citizens' Aide/Ombudsman

515-281-3592 or 1-888-426-6283
<http://www.legis.state.ia.us/ombudsman/>
(for issues involving state or local government)

The Martindale-Hubbell Legal Directory

www.martindale.com (Click on "Dispute Resolution")

Iowa Association for Dispute Resolution

<http://www.iowaadr.org/>

Attorneys may also be able to provide additional options for

Landlord/Tenant Law in Iowa

- Information at www.lawhelp.org
- The landlord has a responsibility to make repairs to keep the house or apartment in a “fit and livable condition”
- The tenant has a responsibility to report problems to the landlord and give a reasonable time to respond to concerns

Tenants Rights for Repairs

- **Three methods for obtaining repairs under Iowa law:**
 - "I'm Outta' Here notice" Tenant gives written notice that they intend to leave, with no further obligations to lease, if repairs are not completed within 7 days
 - "I'm fixing the emergency notice" Tenant gives written notice before the repair is made that they intend to fix the problem and have it charged to landlord.
 - "Repair and Deduct notice" Tenant gives written notice that they intend to fix the problem, pay for the repairs and deduct the amount from their rent

Can a Landlord Grab Some of the Tenant's Household Goods if the Tenant Doesn't Pay the Rent?

(Section 562A.31, Code of Iowa)

NO! A LANDLORD IS PROHIBITED BY LAW FROM HOLDING ON TO A TENANT'S PROPERTY AS SECURITY FOR BACK RENT. A landlord who does this anyway is probably liable to the tenant not only for the return of the property, but for money damages as well.

If a Tenant Violates a Rental Agreement in Some Way, but the Landlord Allows the Violation to Continue, Can the Landlord Later Turn Around and End the Rental Agreement for That Same Violation?

(Section 562A.30, Code of Iowa)

NO. A landlord may NOT end a rental agreement for some claimed violation of the agreement, if the landlord has earlier allowed that same violation to occur.

For example: A tenant gets a pet, in spite of a no pets rule. The landlord finds out, but allows the pet to remain for several months. In such a situation, the landlord probably has lost the right to evict the tenant for the violation of the rule. At this point, for the landlord to end the rental agreement for violation of the no pet rule, the landlord and tenant would have to agree all over again on such a rule.

Of course, the violation in question must be an *important* one, not a minor one, or else the landlord couldn't end the agreement anyway.

Can a Landlord Who Wants to Remove a Tenant from the Property Cut off the Power or Water, Change the Locks, or Set the Tenant's Property Outside?

(Section 562A.26 and 31, Code of Iowa)

All of these ways of removing a tenant are completely **ILLEGAL**. There is only one proper way of forcing a tenant to move out of the rental property, and that is by going through an eviction in court. Evictions involve certain written notices to the tenant, and then a hearing in court. Eviction procedures are fully explained in a later section of this booklet. The only time a landlord can legally change the locks or turn off services is if the tenant has already abandoned the rental property. It is probably never a good idea to set a tenant's property outside, whether it seems abandoned or not. (See page 19 for a discussion of what a tenant who is illegally forced out can do about it.)

TENANT'S REMEDIES

This part explains what a tenant's remedies are against a landlord who is not living up to the landlord's responsibilities under the law or under the rental agreement.

Can a Tenant Threaten to End the Rental Agreement if a Landlord Doesn't Properly Perform Some of the More Important Duties of a Landlord?

(Section 562A.21, Code of Iowa)

If the landlord fails to perform some important duty under the rental agreement, or doesn't perform one of the duties affecting health and safety which are placed upon landlords by the landlord-tenant law, then the tenant may take the following action.

The tenant begins by delivering a written notice to the landlord stating the exact problem and stating that the rental agreement will end no sooner than **7 days** from when the landlord receives the notice *unless* the landlord takes care of the problem within the 7 days. The rental agreement will then end on the stated date.

unless the landlord cures the problem within 7 days, by making repairs, paying money damages or whatever. If the landlord does cure the problem within the 7 days, the rental agreement continues as it was. If the problem is *not* fixed and the rental agreement does end, the tenant must leave on the stated date of termination. The landlord must then return all prepaid rent and whatever security deposit the tenant may have coming.

A sample letter for using this 7-day procedure described above is on the next page. It is usually best to hand deliver a letter such as this, or send it by certified mail, so that you'll know exactly when the landlord received it.

Sample Letter: Seven Day Procedure

Landlord Address	Date
Dear Landlord:	
This is to notify you that the roof is leaking. If this problem is not corrected within 7 days, I will be moving out seven days from the date you receive this letter.	
(Here the tenant should write a description of the problem — and tell the landlord exactly what needs fixing.)	
	Sincerely,
	The Tenant
Tenant's Address	
Copy to: Tenant's Records	

If a tenant goes through the process just described and the landlord cures the problem in time, but then the same problem arises again within 6 months, the tenant may end the rental agreement by giving the landlord written notice of the problem and stating the date of termination, which must be at least 7 days away. As you can see, in *this* situation the landlord does not have to be given another chance to remedy the problem. But this shortened, 7 day termination procedure can be used only if the landlord has failed to make reasonable efforts to keep the problem in question from occurring again.

NOTE: This 7-day procedure above cannot be used if the problem is actually the tenant's fault, or if the problem is not a serious one.

In addition to taking the steps explained above, a tenant may sue for money damages for the landlord's failure to perform the landlord's duties and seek a court order to force the landlord to remedy the situation. However, the landlord has a defense against such a lawsuit if the landlord can show that every reasonable effort was made to correct the problem *and* that the landlord's failure to correct it was for reasons beyond the landlord's control. If a tenant can show the landlord's failure to perform his or her duties is willful, then the tenant can also force the landlord to pay the fees of the tenant's attorney.

SUGGESTED FORM

DANGEROUS BUILDINGS

FIRST NOTICE

TO: (Name and address of owner, agent or occupant of the property on which nuisance is located or the person causing or maintaining the nuisance).

You are hereby notified to abate the nuisance existing at (name location of nuisance) within ____ days from service of this notice or file written request for a Council hearing with the undersigned officer within said time limit.

The nuisance consists of (describe the nuisance and cite the law or ordinance) and shall be abated by (state action necessary to abate the particular nuisance).

In the event you fail to abate or cause to be abated the above nuisance as directed, or file written request for hearing within the time prescribed herein, the City will take such steps as are necessary to abate or cause to be abated the nuisance and the cost will be assessed against you as provided by law.

Date of Notice: _____

City of _____, Iowa

By: _____
(enforcement officer)

SUGGESTED FORM
DANGEROUS BUILDINGS
NOTICE OF HEARING

TO: (Name and address of the owner, agent or occupant of the property on which nuisance is located or the person causing or maintaining the nuisance).

You are hereby notified that the City Council of _____, Iowa, will meet on the ___ day of _____, _____, at ___ o'clock __.m. in the Council Chambers of the City Hall, at (address of City Hall) for the purpose of considering whether or not the alleged nuisance consisting of (describe the nuisance) on your property, locally known as _____, constitutes a nuisance pursuant to Chapter (145) of the Code of Ordinances of _____, Iowa, and should be abated by (state action necessary to abate the particular nuisance).

You are further notified that at such time and place you may appear and show cause why the said alleged nuisance should not be abated.

You are further notified to govern yourselves accordingly.

Date of Notice: _____

City of _____, Iowa

By: _____
(enforcement officer)

SUGGESTED FORM

DANGEROUS BUILDINGS

RESOLUTION AND ORDER

BE IT RESOLVED, by the City Council of the City of _____, Iowa:

WHEREAS, notice has heretofore been served on the ___ day of _____, ____, on (property owner’s name), through (agent’s name or “none”), agent, to abate the nuisance existing at (legal description and address) within ___ days from service of notice upon the said (name of owner or agent); and

(EITHER)

WHEREAS, a hearing was requested by the said (name of property owner or agent) and the same was held at this meeting and evidence produced and considered by the City Council;

(OR, ALTERNATE TO PRECEDING PARAGRAPH)

WHEREAS, the said owner (agent) named above has failed to abate or cause to be abated the above nuisance as directed within the time set, and after evidence was duly produced and considered at this meeting, and said owner has failed to file a written request for hearing, as provided, after being properly served by a notice to abate;

NOW THEREFORE, BE IT RESOLVED that the owner of said property, or his agent (name of owner or agent) is hereby directed and ordered to abate the nuisance consisting of (describe the nuisance) by (state action necessary to abate) within ___ days after the service of this Order upon him; and

BE IT FURTHER RESOLVED that the enforcement officer be and is hereby directed to serve a copy of this Order upon the said property owner or agent named above; and

BE IT FURTHER RESOLVED that in the event the owner, or agent (name the owner or agent) fails to abate the said nuisance within the time prescribed above, then and in that event the City will abate the said nuisance and the cost will be assessed against the property and/or owner (owner’s name) at (address), as the law shall provide.

Moved by _____ to adopt.

Adopted this ____ day of _____, 20__.

Mayor

ATTEST:

City Clerk

Note: It is suggested by the blank space in the resolution that additional time be allowed the owner to abate the nuisance after the passage of the resolution before any action is taken on the part of the City to abate the same. In some instances, for the sake of public safety, the time element could be stricken from the resolution and immediate action be taken to abate the nuisance after the order is given.