



**ILA Legislative Report**

**Editors Note:** Joe's column will return in future editions of NewsBrief. Look forward to his insights and perspective into the issues facing the 2004-05 legislative session as they pertain to the landlords of Iowa.



**Joe Kelly**  
*ILA Lobbyist*

**12 Biggest Landlord Mistakes of 2003**

- 1- Landlords do not read and familiarize themselves with the landlord/tenant act of their state. You cannot expect to manage your property without first knowing the laws. Unfortunately, too many landlords never take the time to do so, and ultimately their negligence will come back to haunt them. You should have a copy of your state's landlord laws. If you don't, get a copy, read it and get to know it.
- 2- Landlords do not have a written rental criteria. You have no criteria concerning an applicant's rental conduct, credit, felony convictions, income and where it comes from, and a report from current and previous landlords.
- 3- Landlords do not run their rentals like a business. This is a business, and only the landlord who treats it as such will truly be successful.
- 4- Landlords are poor record keepers. Sloppy records lead to lost tax advantages, poor profits and trouble with residents and the laws.
- 5- They jump into property management without knowing anything about it. Someone inherits a piece of property or falls into a very good opportunity to buy. They say, "I'll just rent it!" It should be that easy! You took the first step. Now you need to attend classes, read newsletters, and keep abreast of what is happening in your neighborhood.

*Continued on Page 3 ...*

ILA/NAA Legislative Committee to host forum on Property Tax Reduction for Iowa Landlords.

**DIALOGUE WITH DIRECTORS**



The forum will be Aug. 10<sup>th</sup>, Des Moines/ Urbandale Hilton Garden Inn In Johnston, Ia. This is a very important issue for landlords, and we hope you will be there to partake in the discussion. Contact persons: for this event is Mary Spain, Fax # 515-327-9104 and Melissa Johnson, Fax # 515-223-1527

The Iowa Landlord Association moves forward with challenge to City of Des Moines over high **rental housing inspection fees.**

On June 22<sup>nd</sup> representatives of your association met with the consultant firm Maximus, Inc. and City officials to discuss their examination of rental housing inspection fee costs. The anticipated time frame of this examination was completion by late July or early August. As of the writing of this news letter no information was available as to the findings of this examination.

**August 17th Breakfast Meeting** will feature Dale Hyman, Chief Assistant Polk County Assessor. Dale will discuss the new assessments that recently came out, and their effect on rental housing. Call Connie at 515-255-0675 to make reservations. Cost of the breakfast is \$10.00.

Be sure to read this months article about **VACANCY 4 RENT.COM** and the current SPECIAL!



**Need to Rent ???**  
*advertise your rental at:*  
**www.vacancy4rent.com**

**This Month's August 2004 NewsBrief .....**

- Dialogue With Directors
- ILA Legislative Report
- The Welcome Mat
- Ask An Attorney
- 12 Biggest Mistakes
- Housing Coop's
- Vacancy4Rent.com
- Breakfast Meetings

- Directors: • Dennis McDonald • Dave Sollenbarger
- WebSite: [www.iowalandlord.org](http://www.iowalandlord.org)
  - Email: [ilaservices@iowalandlord.org](mailto:ilaservices@iowalandlord.org)

## Ask an Attorney: Legal Q & A



by **Mark V. Hanson**, Attorney at Law, Whitfield & Eddy, P.L.C. [hanson@whitfielddlaw.com](mailto:hanson@whitfielddlaw.com)

Q. The judge awarded us a FED by default, (Non Payment of Rent.) but would not let us enter the premises to remove his personal property for 3-Days. The judge indicated that there was nothing that he could do because of the Iowa statute of waiting 3-days before executing the FED. Does the judge have this latitude?

A. The main question is when can you get the writ? This is controlled by Iowa Code Section 648.22 Judgment -- execution -- costs. If the defendant is found guilty, judgment shall be entered that the defendant be removed from the premises, and that the plaintiff be put in possession of the premises, and an execution for the defendant's removal *within* three days from the judgment shall issue accordingly, to which shall be added a clause commanding the officer to collect the costs as in ordinary cases.

The judge read the statute different that I do. I read it that the outside time limit is three days, not a requirement to wait three days. The judge can indeed grant immediate issuance of a writ. But, does have the latitude to order it be withheld for up to three days. The statute used to be ten days, and was reduced to three. (Did your association lobby for the reduction to three?) Maybe the legislature felt that too many judges were taking the latitude of withholding up to ten days when the intent was ten days be used only in exceptional cases. I had a case where the defendant passed on an offer of five days if he signed off, saying he would get at least ten days from the judge. The judge gave me immediate writ. That defendant's mouth dropped. The judge's response was, "You've had enough time already."

### Judge's mistake or wrong ruling:

A sub-question is what do you do when the associate judge or magistrate reads the statute wrong, or flat rules without regard for the statute and in effect tells you if you don't like my ruling you can appeal. In this case, there isn't much you can do. The judge has the latitude to withhold execution for up to three days. It is of no consequence that the judge thought he had to wait three days, because the statute gives him the authority to wait three days.

If the judge is mis-reading the statute, you can try to have him/her reconsider and see your interpretation of the statute. If the judge declines to reconsider or does

and still interprets it contrary to your interpretation, your recourse is to appeal if it is worth the time and money.

In the case of a judge just flat ignoring law, trying to get the judge to reconsider or reinterpret is a waste of time. Your recourse is to appeal. If the situation is such that the judge's ruling is so obviously wrong that you think the judge is biased and has no basis for his/her ruling, you might consider talking to the chief judge. Or, in the appeal if you win, when you talk to the reviewing judge, you might ask that judge if the ruling was obviously wrong such that you should approach the chief judge.

You can also vote against that judge the next time that judge is up for approval on the ballot. However, voting out a judge does not happen unless there is something stirring up the population against the judge. For example about ten years ago the Des Moines Register got on the case of a district judge, and in effect drove him out of office by immediately before election writing a long series of stories about how a mistake by the judge resulted in some terrible miscarriage of justice.

**Follow up procedure:** You did not inquire about what happens next but I thought I would finish off with comments about that. When you are finally able to get the writ, you fill out the praecipe for a writ of removal with the clerk of court. In Polk County you go to the Sheriff's Office and fill out a Directions to Sheriff and pay the execution fee. They will schedule a removal. The day before execution, the deputy will give notice to the tenant that if the tenant is still there the next day, he/she will be removed. If that happens, you will do the work of moving the tenant's property to the street. The deputy will be there only to prevent disturbance. You do not want to move the tenant's personal property to storage or take responsibility for it. You do not want the tenant to come back later to claim you have some liability for their property. Moving it to the curb protects you from that. And, as you can guess, if there is anything of value on the curb, it will be picked up by someone else. The city will post you to remove the personal property from the curb within so many hours, so you will want to make arrangements to have it removed and hauled off.

**Editors Note:** If you have legal questions you would like covered in this article, please forward them to: [dennis@iowalandlord.org](mailto:dennis@iowalandlord.org). Opinions and advice contained should be individually considered, and if you have specific questions concerning your operation or legal responsibility you should seek qualified legal assistance of an attorney of your choice.

*"The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise. This disclosure is required by the rule of the Supreme Court of Iowa."*

## 12 Biggest Landlord Mistakes of 2003

*Continued from Page 1 ...*

6- Landlords do not ask enough for rent. I'm referring to the owner who does not charge market rents because the renter does not bother him or her with problems. The other side of the two-edged sword shows the residents not bothering the landlords for repairs or maintenance because they don't want raised rents. This, obviously, is the recipe for disaster. Ask yourself: what is fair for both, your resident and yourself?

7- They fail to perform preventive maintenance. Waiting until something breaks before it gets a landlord's attention is expensive, a waste of time and inconvenient for all involved. It does not take much to do routine maintenance.

8- Landlords hire the wrong people to try to save money. Getting someone who charges less to do repairs, maintenance and improvements can be the most expensive option in the long run. Use professionals and you will never regret it.

9- Landlords do not improve their property. Capital improvements such as painting the exterior, fixing the roof and installing new doors and windows always will bring excellent dividends to the owner. Too many landlords, however, don't take the initiative soon enough.

10- Landlords do not exchange information with other landlords. Why do people continue to reinvent the wheel when so much is available from so many? This is one of the main reasons landlord associations exist. Get to know other landlords. You will discover how rewarding this can be.

11- Landlords fail to do the little things. Maintaining property and collecting the rent is just minimum. Those are people in your rentals. Plant flowers in the garden. Send them a holiday or birthday card, or write them a thank you note for being a good tenant. You will feel better. Residents will stay longer and that is not a bad trade-off.

12- Landlords do not seek to learn all they can and fail to attend educational conferences. This should be a constant objective in all aspects of your rental property. Learn how to do it better and protect it better. Each time you read a book or attend an association meeting or conference, you will learn something new.

## Vacancy4Rent.com

A couple years back, we met with our Webmasters to discuss a concept to help advertise your rental properties at an affordable rate. The idea was to give our landlords another advertising medium to showcase their rentals.

The Web offers you the convenience to advertise your rental when you need to. You can place your ad with no pre-press requirements to delay your exposure of your rental. Additionally, your ad can be pulled after you rent your property, limiting those annoying calls from would-be renters. Furthermore, the web-site allows you great flexibility with regards to describing your rental. Many accommodations and amenities that you needed to think of cryptic abbreviations to conserve newspaper ad space are standard in your Web ad. In fact, a pictorial icon is also provided for the convenience of non-English fluent renters. Moreover, you can better portray your rental in a free-form format in your ad. Add the advantage that your property is searchable by Zip Code or City, with client determined price points, your rental practically pre-qualifies the renter before they ever call to inquire about the property. As a consequence of being on the web, your property can be viewed world wide. A fact that is not lost on members who have been contacted by out of state renters inquiring about local properties due to the Web exposure.



As some of you have noticed, this summer we are offering a FREE yard sign to landlords who advertise on Vacancy4Rent.com. We are again offering it to you this month along with a "Run Until It Rents" offer. This has been a very successful campaign for us. The fact that some members have had inquiries solely on the basis of placing the sign on their properties, when the property had sat idle previously, is a point we are proud of.

Surprisingly, the value of the signage program can be found by the number of calls WE are receiving on the Vacancy4Rent.com telephone line. A telephone number that appears nowhere except in the telephone book has been getting between 3 – 7 calls a week. Callers are referred to the web-site and specifically the landlords of the properties where they saw the signs when possible. With the telephone number of the individual landlord on the sign as the first point of contact, we never expected to experience the volume of calls we are getting. However, in order for these callers to have reached the office means the signage program is working well for the landlords. We hope that it is working for you as well.

See our coupon on the back to participate in the program.

## Housing Cooperatives

In Michigan a landlord formed a cooperative to beat the city of Kalamazoo. He formed a housing cooperative, put all his rentals in it making them owner occupied and now doesn't have to pay rental registration fees, deal with inspections, and his property taxes were lowered by one third.

This idea has been around for many years. Basically, you form a corporation that provides a service to its members; in this case it is housing. By purchasing a share of stock the members are entitled to live in a specific unit owned or controlled by the co-op. In Michigan the law states that a tenant stockholder in a cooperative housing corporation is an owner.

This takes care of the rental issues yet they can still be removed upon proper notice. Instead of a security deposit, they pay a membership fee which is not subject to security deposit laws. You actually give tenants ownership interest which should give the owner/tenant more pride in caring for the units.

## Breakfast Meetings !

We would like to see you at the next summer breakfast meeting at the Cubs Club. Breakfast Meetings start at 7:30AM and are usually over by 8:30 or 9AM.



On August 17th, Dale Hyman, Chief Assistant Polk County Assessor is scheduled to speak. He will discuss the new assessments that recently came out and their effect on rental housing in Polk County.

Call Connie at 515-255-0675 with your reservations or e-mail us at [ilaservices@iowalandlord.org](mailto:ilaservices@iowalandlord.org). We look forward to hearing your ideas and seeing you at our next activity!

## The Welcome Mat

The Iowa Landlord Association is pleased to announce the latest members to join ILA.

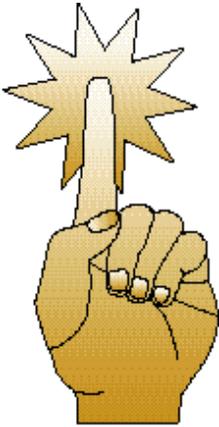
### Members:

Garry Phillips, Indianola

### Associate Members:

We encourage our members to use the knowledge and expertise of our Associate Member(s) to help solve landlording issues and problems.

**REMINDER!!!**



### Property Tax Reduction Forum for Iowa Landlords.

The forum will be Aug. 10<sup>th</sup>, Des Moines/Urbandale Hilton Garden Inn in Johnston, Ia. This is a very important issue for landlords, and we hope you will be there to partake in the discussion. Contact persons: for this event is Mary Spain, Fax # 515-327-9104 and Melissa Johnson, Fax # 515-223-1527

**Need to Rent ???**

advertise your rental at:

**[www.vacancy4rent.com](http://www.vacancy4rent.com)**

*ILA Coupon*



# High Ad Cost Freedom!\*

## That's Right!!! Your Ad Runs on Vacancy4Rent.Com

Just place your rental ad for \$50.00 during August, 2004, and we will run that ad until you rent your property with no additional cost to you.\*

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

Address & City: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ e-mail: \_\_\_\_\_

\* Ads that run under the "High Ad Cost Freedom" offer will run until you rent your property up to and including September 30, 2004 with-out additional charges. You also receive the "Vacancy4Rent" sign for your property!!!

Mail this coupon along with your ad (on the back of the newsletter) to the ILA office at: PO Box 13246 - Des Moines, Iowa 50310-0246 or fax to 515-270-0999 or call Connie at 515-255-0675 **Coupon May Be Copied For Additional Listings**