

IN THE IOWA DISTRICT COURT FOR JOHNSON COUNTY

<p>LILLIAN ROSE CHRISTOPHERSEN PLAINTIFF(S)</p> <p>vs</p> <p>APARTMENTS DOWNTOWN APARTMENTS NEAR CAMPUS</p> <p>DEFENDANT(S)</p>	<p>JUDGMENT</p> <p>CASE No.: 06521 SCSC092479</p> <p>If you need assistance to participate in court due to a disability, call the disability coordinator at (319) 398-3920. Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). Disability coordinators cannot provide legal advice.</p>
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Judgment shall be entered in favor of Plaintiff(s), LILLIAN ROSE CHRISTOPHERSEN , against Defendant(s), APARTMENTS DOWNTOWN APARTMENTS NEAR CAMPUS , in the amount of \$2,010 plus interest at the rate of 4.4% per annum from the 22nd day of February, 2018, plus court costs.

The judgment shall be paid as follows: Defendant(s) shall pay \$500.00 every month with first installment due on September 15 and continuing on the 15th day of each month thereafter until the judgment, together with interest and costs, is paid in full. Defendant(s) is (are) to make payment directly to Plaintiff(s).

Defendant(s) is (are) further advised that if payments are not made as set forth above, upon the filing of an Affidavit of Default, the entire amount of the judgment is due, and Plaintiff(s) can execute on the judgment for the entire amount owing without notice to Defendant(s).

Defendant(s) counterclaim is dismissed

Other

Nothing in this order prevents the Defendant from paying the entire amount owed in one payment or more than \$500.00 per month until the total amount is paid in full.

Reasons for Decision:

The Court finds the following facts. The Plaintiff, Lillie Christophersen, signed a lease with Apartments Downtown for a rental until at 108 S. Linn Street, Unit 27. When Ms. Christophersen proceeded to move into the apartment on August 4, 2017, she found live and dead cockroaches throughout the apartment. There were live cockroaches in plain sight as well as hiding behind appliances and in the cabinets. Mr. Christophersen, Lillie's father, credibly testified that he saw live cockroaches scurry away before he was able to take a picture of them. The Plaintiff did provide pictures of the condition of the apartment with pictures of both alive and dead cockroaches. There was also evidence of cockroach fecal matter and moltings of cockroach exoskeletons. The fecal matter and exoskeletons were also found in the cabinetry, behind appliances, and otherwise on the floor.

The Court further finds that the Plaintiff immediately gave notice to the landlord of the problem as well as her intent to terminate the lease because the apartment was unfit and uninhabitable. The problem was not fixed within 5 days.

The Plaintiff alleged finding cockroaches of approximately 20 or 30 in broad daylight and in bait traps. The city inspector for Iowa City, Mr. Tage, credibly testified that he found numerous dead and alive cockroaches in the apartment in November 2017. The Court does not believe the testimony from Mr. Mattson that there were no cockroaches present on his visit in October 2017. Mr. Mattson testified that he spent a short time reviewing the apartment. He also indicated he reviewed the other areas with cockroaches in the building. The Court believes the infestation continued from August 2017 through January 2018 when the City Inspector approved the rental permit following a clean inspection.

The Court notes that the Plaintiff's did not request attorney fees, so no fees are ordered. The Court believes that was appropriate in this case as the Defendant appears to have taken its obligation to contain the pest problem seriously. The Defendant has hired a reputable pest control company and has them routinely spray and provide other treatments for various pests and bugs. However, in the Court's view the evidence established that bugs are difficult to control. A landlord may take reasonable steps to prevent an infestation and that may not prevent the problem in all situations.

The amount of cockroaches present in plain sight and caught in traps sufficiently proves to the Court that there were a lot more hiding in the walls and other locations in the apartment. This level of cockroach infestation made the apartment unfit and uninhabitable as those terms are used in the Landlord and Tenant Act.

The Court believes the testimony of Mr. Mattson that hundreds of cockroaches can be a health hazard. The health issue includes both airborne issues as well as spreading germs such as E.Coli and Salmonella. Mr. Mattson also testified that 20 or 30 cockroaches running around could be a health problem. It depends what they are getting in to. He further testified that seeing cockroaches in the open during broad daylight could be a sign that they were pushed out based on overcrowding in their hiding places.

The Court finds that the Plaintiff proved by a preponderance of the evidence the apartment was unfit and uninhabitable when she gave notice to the landlord. The Court further finds the notice was received and the lease was appropriately terminated after five days pursuant to Iowa Code Section 562A.22.

Bond on appeal is \$3,000.00.



State of Iowa Courts

Case Number
SCSC092479

Case Title
LILLIE CHRISTOPHERSEN VS APARTMENTS DOWNTOWN
ET AL
Other Order

Type:

So Ordered

A handwritten signature in blue ink that reads "David M. Cox".

David M. Cox, Magistrate
Sixth Judicial District of Iowa

Electronically signed on 2018-08-29 15:37:44