



JAMES R. FOUTS, MAYOR

WATER SERVICE INFORMATION - LTA and TERMS AND CONDITIONS

City of Warren Water and Sewer System Division
One City Square, Suite 420
Warren, MI 48093-5288

586-759-9200

1. This information is based on MCL §123.165, MCL §117.4j, and Warren Code of Ordinances §§15.4, 41-21, 41-26, 41-31, and 41-182. Capitalized words have the meaning defined in the **Water Service** forms, which are available for the **Landlord** and **Lessee** on the City website and at the **Water Division**, fourth floor of City Hall.
2. The Lessee and Landlord must come together and sign the required forms, which the Water Division will notarize.
3. The **Water Bill** is a lien against the **Service Property**, effective immediately when Water Service is activated, and until the Water Division accepts a completed and signed **LTA** form and an LTA fee from the **Landlord**, a copy of the approved rental license application and rental license, a copy of a legally executed **Lease**, which states that the Landlord is not responsible for the payment of the Water Bill, and the required and signed forms completed by the **Lessee**.
4. The Lessee must complete and sign the **Terms and Conditions** form and the **Known Occupants** form and present a **valid photo ID** and a **cash security deposit** before the LTA will be accepted. At its option, the Landlord may pay all or part of the deposit. The initial deposit must be equal to \$100 per Occupant and \$50 per Occupant under 18 years, or \$200, whichever amount is greater. At **Lease End**, if there is no LTA renewal, the Lessee and Landlord may request a refund of any security deposit paid by them that was not applied to the **Final Bill**.
5. The Landlord must pay an LTA fee of \$145. The LTA must be renewed by this process annually and within 30 days of the expired LTA, except that renewal the fee is \$58.
6. No LTA will be issued before the start of the Lease. The Water Division reserves the right to cancel the LTA if the Landlord or Lessee fail to give complete and accurate information on the Water Service forms.
7. If the Landlord is not the **Owner** of the Service Property, the Landlord must provide a signed, dated, and notarized statement from the Owner that the agent is authorized to act for the Owner with respect to the Service Property (power of attorney).
8. If the Service Property is a multi-unit rental, each unit must have a separate meter or stop box so water shut off in one unit will not affect other units.
9. The Landlord must give 20 days' written notice of a **Lease End** or **Owner Change**.



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10. A Lease End or Owner Change voids the LTA and the Landlord is liable for payment of the Water Bill from and after the date of a Lease End or Owner Change regardless of whether or when notice is actually given. In any case, where the Water Bill is 30 days late, at its option, the City may bring suit to collect the Water Bill.
11. The Landlord and Lessee must notify the Water Division of any email, address, or phone number change for the purpose of receiving notices from the Water Division.
12. If the LTA is accepted and the Water Division determines, in its sole discretion, that the initial deposit is not enough to protect the system from loss, it will send a **Notice of Deposit Increase** to the Lessee stating that an additional deposit is required. For the same reason, an additional deposit may be required upon LTA renewal.
13. If detected, the Water Division will give a **High Usage Notice** to the Landlord and Lessee and the Lessee must allow Landlord access to the Service Property to repair the defect. If the Landlord does not repair the defect within 24 hours (or within a reasonable time determined in coordination with the Water Division), or if another High Usage Notice is sent, the Water Service will be shut off until the Landlord shows proof of repair and pays a \$70 **Restoration Fee**.
14. If the Water Bill is past due, while a valid LTA exists, the Water Division will give a **Shut-off Notice** to the Landlord and Lessee and add a \$5 charge to the Water Bill.
15. If the Water Bill is not paid by the due date specified in the Shut-off Notice, Water Service will be turned off until the Lessee pays the Water Bill, the Shut-off Notice charge, the Restoration Fee, and an additional security deposit (if the Water Division sends a Notice of Deposit Increase).
16. Water Service may be turned off if Landlord or Lessee violates a City Ordinance relating to the distribution of Water Service, including, but not limited to, failure to allow inspection, meter reading, maintenance/repair, installation, and/or replacement of water meters upon reasonable notice by the City. Water Service will not be turned on again until the Landlord or Lessee pays the Department of Public Service a fee to cover the cost of labor.
17. If the Water Division detects a device, scheme, or tampering that attempts to avoid payment for Water Service, the Landlord or Lessee may be subject to fines, Water Service interruption, and/or removal of utility equipment.
18. Only authorized City representatives may connect Water Service, or operate any valve in or connected with a water main, water service, or fire hydrant.