UNDERSTANDING IOWA LANDLORD/TENANT LAW: A TENANT LAWYER'S PERSPECTIVE

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THANK YOU FOR COMING

- The following materials and presentation are a general summary of the law
- You should see a lawyer to get information about your specific case. If you need a lawyer but can't afford one, you may choose to contact Iowa Legal Aid. You may be able to get free legal help. If you know of a low-income Iowan who may benefit from speaking with a lawyer you may want to consider having them apply for legal assistance from Iowa Legal Aid
- Applications for assistance are completed each week day 9am-11am; and 1:30pm-3:30 pm. Emergency applications are completed 8:30 am-5pm daily
- State-wide toll free number: 1-800-532-1275

IOWA CODE CHAPTER 562A
What is it and who does it cover?

- Iowa's landlord-tenant law, the Uniform Residential Landlord and Tenant Law, applies to the usual situation where a person or household of people rent a house or apartment to live in. But a few situations are *not* covered by this law
- Transitional Housing, Renting a mobile home space in a mobile home park (when you own or are buying the home)

IOWA CODE CHAPTER 562A
What is it and who does it cover? (continued)

- Living in an institution, as part of a program of medical or old age care, educational or religious training, or the like
- Living in a place which you are buying, as opposed to renting
- Staying in a hotel or motel on your way to someplace else
- Living in a place provided by a tenant's employer, where the tenant is to live there only as long as the tenant continues working in and around the living quarters
- Living in a house or apartment occupied primarily for agricultural purposes

EVEN IF NOT COVERED BY 562A, THERE ARE PROTECTIONS…

Even if your living arrangement is not covered by this law, there are other laws which do apply to your situation, and you may wish to talk to your lawyer, or read the laws themselves to get help with your special problem

WHAT ARE WAR EAGLE AND SF 2300 ANYWAY?

- **War Eagle Village Apartments v. Plummer 775 N.W.2d 714 (Iowa,2009)**
- **It's an Iowa Supreme Court case in which Iowa Legal Aid represented a tenant and the Court decided in the tenant's favor**
- **The result was a major change in the way that tenants and landlords do business**
- **The Iowa Legislature passed, and Governor Culver signed, SF 2300 into law on March 2, 2010**

NEW DELIVERY REQUIREMENTS

- A landlord may serve routine notices to a tenant under Iowa Code §562A.8 by one of the following methods:

  - Hand delivery
  - Signed acknowledgment
  - Personal service
  - Mailing by regular and certified mail
  - Posting
  - Any method actually received

  Similar provisions apply to the tenant service of notice upon a landlord. Unless done another way, this means all notices to landlords from tenants should be sent by regular and certified mail.

NEW DELIVERY REQUIREMENTS (CONTINUED)

- Termination notices for lease violations, nonpayment of rent, clear and present danger, and notices to quit, are covered by Iowa Code §562A.29(a), and Iowa Code §648.3. Basically, there are three options for serving these types of notices:

  - Signed, dated acknowledgment
  - Personal service
  - Posting and mailing by regular and certified mail

  The statute specifically provides that when notice is mailed, it is deemed completed four days after the notice is deposited in the mail and postmarked. It is still not required that a tenant sign for the certified mail; however, the notice must be served by regular mail as well.

ALL TENANTS ARE ENTITLED TO SAFE AND HABITABLE RENTAL HOUSING

- It does not matter if the rental home is in foreclosure or not, whoever is responsible for the property has an obligation to provide for safe and habitable housing in compliance with the local building and housing codes and Iowa law
- All tenants also have an obligation to maintain the rental by keeping it as clean and safe as the condition of the premises permit

WHAT CAN I ASK TO HAVE REPAIRED AT THE RENTAL HOME?

- Iowa law on this issue is found in Chapter 562A "Iowa Landlord & Tenant Act"
  - The landlord is to maintain a fit premises (IA Code 562A.15)
  - This includes following the building and housing codes materially affecting health and safety
  - The tenant also has an obligation to maintain a fit premises (IA Code 562A.17)
  - If there are damages caused by the tenant at the rental unit this can be a basis for lease termination and the tenant may be responsible for the costs of repair

HOW TO REQUEST REPAIRS TO THE RENTAL HOME (CONTINUED)

- Iowa law describes multiple ways a tenant can request repairs for conditions materially affecting the health and safety. **TENANTS SHOULD NOT JUST WITHHOLD RENT!**

  First is the "7 Day Notice"

  - A written notice to the landlord /landlord's agent /property manager listing the problem(s) (which is/are the landlord's responsibility to repair) must be delivered. The notice can state that the tenancy will be terminated if the problem(s) is/are not fixed within 7 days, DELIVERED IN ACCORDANCE WITH THE NEW LAW
  - YOU MUST BE PREPARED TO MOVE AT THE END OF THE 7 DAYS IF THE REPAIRS ARE NOT MADE AND YOU TERMINATE THE RENTAL AGREEMENT IN YOUR NOTICE. IF YOU DO NOT MOVE YOU CAN BE EVICTED

HOW TO REQUEST REPAIRS TO THE RENTAL HOME (CONTINUED)

- Third is the option of contacting the local housing inspector and health department
  - Some cities have ordinances which require that the tenant have put the requests for repair in writing to the landlord and given an opportunity to fix the problem before the city inspector will inspect
  - Some cities have the local fire department conduct the inspections
  - IT IS IMPORTANT TO REALIZE THAT IF THE HOME IS CONDEMNED IT IS UNLAWFUL FOR ANYONE TO LIVE THERE AND A TENANT CAN BE MADE TO LEAVE IMMEDIATELY

HOW TO REQUEST REPAIRS TO THE RENTAL HOME (CONTINUED)

- Second "Repair and deduct" method of getting repairs made
  - The problem must be one which the landlord is responsible (Among others, meeting the housing code requirements which seriously affect health and safety, and maintaining all electrical, plumbing, sanitary, and heating devices in safe working order)
  - The tenant *must* notify the landlord, DELIVERED IN ACCORDANCE WITH THE NEW LAW that they plan to correct the problem and to deduct the cost of the repairs from the rent. This notice must be in writing and must be given to the landlord *at least 7 days before* the rent is due. The repairs must be less than 1 month's rent.

HOW TO REQUEST REPAIRS TO THE RENTAL HOME (CONTINUED)

- Fourth is the option of going to court
  - Iowa law allows for a tenant to seek a court order, called an injunction, to make the landlord complete repairs that are legally the landlord's responsibility to make. The tenant can also ask for money damages
  - If the landlord shows that they reasonably tried to correct the problem or that the condition was beyond the control of the landlord, this is a defense in court
  - THE PARTIES SHOULD ALMOST ALWAYS TRY TO WORK OUT ANY DISPUTE BEFORE GOING TO COURT

HOW A TENANT CAN BE EVICTED

- Tenants can be evicted if they violate the lease
- 3 common ways a tenant can face termination and eviction before the end of the lease
  - Nonpayment of rent
  - Material violation of the terms of the lease or the tenants responsibilities under the Iowa Landlord and Tenant Act
  - Clear and present danger to health and safety

TENANT OBLIGATION TO PAY RENT

- If you are living in the property, regardless of foreclosure or other legal proceedings involving the landlord, you owe rent to someone and have an obligation to pay it or face termination and eviction in court
  - This does not mean that you cannot dispute the amount that is owed
  - A tenant is entitled to pay the rent within 3 days after a nonpayment of rent notice is DELIVERED IN ACCORDANCE WITH THE NEW LAW

7 DAY NOTICE TO CURE

- If there is a material noncompliance by the tenant with the lease terms or the tenant's obligations under the Landlord & Tenant Act, the tenancy can be terminated
- A 7 day notice to cure can be given to the tenant by the landlord. If the problem caused by the tenant is not fixed within the 7 days AFTER BEING DELIVERED IN ACCORDANCE WITH THE NEW LAW the tenancy is terminated
- If the problem is fixed and the same problem happens within 6 months, the tenant does not get a chance to fix the problem next time

3 DAY NOTICE FOR CLEAR AND PRESENT DANGER

- If the tenant has created a clear and present danger to health or safety of other residents or landlord/agent of landlord, a 3 day notice can be DELIVERED IN ACCORDANCE WITH THE NEW LAW to terminate the lease
- If the offending person is not the tenant, but someone else, there are protections and the tenant may be able to avoid termination of the lease

3 DAY NOTICE TO QUIT REQUIREMENT

- In all lease terminations, except nonpayment of rent and clear and present danger, a tenant is entitled to receive a 3 day notice to quit

- The 3 day notice to quit must be DELIVERED IN ACCORDANCE WITH THE NEW LAW before the landlord files for the eviction hearing at the courthouse

ONLY A JUDGE CAN ORDER AN EVICTION

- A tenant, no matter what the circumstances, can only be evicted after a judge orders it
- The tenant must be DELIVERED THE ORIGINAL NOTICE OF THE EVICTION LAWSUIT IN ACCORDANCE WITH THE NEW LAW
- A judge can only order a tenant to be evicted after there has been a court hearing

THANK YOU AGAIN FOR ATTENDING!

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