



HOME, Inc.

Official Handbook

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HOME, Inc. was founded in 1967 as a private, nonprofit corporation concerned about improving the quality and quantity of housing for the low-income housing consumer. HOME, Inc. provides a variety of services in Iowa including: education and counseling on housing rights and responsibilities; information and referrals for community and housing services; and homeownership opportunities for low income families/acquisition and rehabilitation of housing in central Iowa. HOME, Inc. is a HUD-certified Housing Counseling Agency.

We meet individuals and families where they are in their housing journey and believe that every person should have a place to call home.

HOME, Inc. is funded by donations, grants, and public and private grants. If you would like to make a tax deductible donation, there is a donate button on the main page of our website: <https://www.homeincdsm.org/>

THIS HANDBOOK IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL ADVICE.

This is a general guide about landlord/tenant rights and responsibilities. Please contact HOME, Inc. at (515) 243-1277 for further assistance. Counseling services are free and confidential.

TABLE OF CONTENTS

PURPOSE OF HANDBOOK.....	1
Purpose of Handbook	1
Legal Resources.....	1
TENANTS -- BEFORE YOU RENT	2
Housing Budget.....	2
Sources of Rental Housing	3
Rental Unit Certificates.....	3
The Dangers of Lead-Based Paint	3
Avoiding Rental Scams.....	4
Rental Applications.....	4
Viewing the Rental Unit.....	4
Rental Agreements/Leases.....	6
Disclosure - Contact Info.....	8
Deposits.....	8
If You Change Your Mind.....	9
Rental Housing Discrimination Laws.....	9
Rights and Responsibilities.....	10
Rules.....	13
Late Fess.....	14
Waiver	14
Renters Insurance.....	15
Fire and Casualty Code.....	15
Sale of the Property.....	15
Noise Complaints.....	16
Soundproofing Your Unit.....	17
TENANTS -- ENDING A TENANCY	17
Proper Notices of Termination	17
Cleaning the Unit	18
Return of Rental Deposit.....	20
Abandonment of Unit.....	20
Retaliatory Eviction.....	21
Failing to Use Proper Procedures to Remove a Tenant.....	21
Tenant Organization/Unions.....	22
LANDLORDS -- BEFORE YOU RENT	22
Certificates of Inspection	22
Lead-Based Paint	22
Pest Control.....	22
Rental Agreements/Leases	23
Rental Application & Background Checks.....	26
Rental Deposit	26
Normal Wear and Tear.....	27
Disclosure	28

Discrimination in Housing.....	29
Rights and Responsibilities.....	29

OTHER CONSIDERATIONS 31

Rules	31
Late Fees	31
Waiver	32
Rent Vouchers	32
Fire or Casualty Damage	32
Sale of a Rental Property	33
Notifications.....	33

LANDLORDS -- TERMINATING A TENANCY 34

Proper Notices of Termination	34
Retaliatory Eviction	36
The Final Day	37
Abandonment and Abandoned Personal Property	37
Liens on Personal Property	38

EVICCTIONS—Small Claims Court..... 38

The Due Process of Eviction	38
Failing to Use Proper Procedures to Remove Tenants.....	39
Housing Code Enforcement.....	39

APPENDIX OF SAMPLE NOTICES/SERVICE..... 41

We suggest that you contact HOME, Inc. and speak to one of our HUD certified Housing Counselors about using notices and service requirements.

LOCAL RENTAL INSPECTIONS OFFICES.....59

RESOURCE TELEPHONE DIRECTORY

Financial Assistance

United Way 211..... 211
Impact Community Action, DSM - 515-518-4770
Polk Co. General Assistance - 515-286-2088
Dallas Co. General Assistance—515-993-1731
Story Co. General Assistance—515-663-2930
WDM Human Services—515-222-3660
Cross Outreach—515-279-9998
Iowa Mortgage Help - 877-622-4866

Utility Services

Mid-American Energy - (888) 427-5632
Des Moines Water Works - (515) 283-8700

Legal Help

Iowa Legal Aid - 800-532-1503
Iowa Legal Aid DSM—515-532-1275
Senior Legal Hotline - 800-992-8161
Drake Legal Clinic - 515-271-3851

State of Iowa

Attorney General - 515-281-5164
Iowa Civil Rights Commission - 800-457-4416
HUD - 515-284-4512

Polk County

Health Dept. - 515-286-3798
DSM Non-Emergency Police—515-283-4811
Sheriff Civil Division—515-286-3800
Sheriff Law Enforcement—515-286-3306
Small Claims Court—515-875-5534
DSM Civil Rights - 515-283-4284
Veteran Community Resources—515-699-5637

Homeless Services

Homeless Outreach, Polk Co. - 515-248-1850
Joppa—515-288-5699
Central Iowa Shelter and Services - 515-284-5719
Statewide—<https://iaboscoc.org/regions>

Other

Aging Resources of Central Iowa - 515-255-1310
DART bus—515-283-8100
Emergency Interpretation Hotline - 515-282-8269
Iowa Compass Disability Resources - 800-779-2001

Purpose of Handbook

The purpose of this handbook is to offer tenants and landlords basic information about renting, rental agreements, rental deposits, eviction actions, state and local housing laws, and a summary of tenant and landlord rental housing rights and responsibilities.

We hope that this handbook will assist tenants and landlords in preventing and resolving rental housing problems and disputes, and will contribute to the improvement of rental housing conditions in the State of Iowa.

The information found in this handbook is based on the Uniform Residential Landlord and Tenant Law (Chapter 562A, the Code of Iowa) which can be found online at:

<https://www.legis.iowa.gov/docs/code/562A.pdf>

Mobile home rental laws can be found at:

<https://www.legis.iowa.gov/docs/code/562B.pdf>

https://library.municode.com/ia/des_moinnes/codes/code_of_ordinances?nodeId=MUCO_CH60HOCO

THIS HANDBOOK IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL ADVICE

This handbook does not contain all state and local rental housing laws/codes.

The information provided in this handbook is brief and general.

If you are in need of legal advice, here are some resources :

Iowa Legal Aid

Iowa Bar Association—Find a Lawyer service

Drake University Law School Legal Clinic

Volunteer Lawyers Project

Legal Hotline for Older Iowans—800-992-8161

TENANTS - BEFORE YOU RENT

First, establish a housing budget. Figure out what your monthly expenses are. This should include food, living expenses (gas, day care, laundry), and any long term bills that you have such as loans and insurance. Then, subtract your expenses from your income. This figure should be the maximum amount that you can afford to spend on rent and utilities. The following is an example of a budget worksheet.

There are also many free online and phone apps to help with budgeting, finances and credit score improvement.

SAMPLE HOUSING BUDGET

MONTHLY EXPENSES

Food _____

Utilities (if not included in the rent) _____

Household Supplies _____

Personal Care Items _____

Clothing _____

Day Care _____

Laundry _____

Phone _____

Recreation _____

Transportation _____

Medical Expenses/Insurance _____

Emergency Savings _____

Debts/Loans _____

Miscellaneous _____

TOTAL EXPENSES _____

MONTHLY INCOME _____

minus

TOTAL EXPENSES _____

equals

HOUSING BUDGET _____

The next step is to assess your housing needs. Ask yourself the following kinds of questions:

1. Where do I want to live?
2. What can I afford?
3. Do I want to live in a house or an apartment?
4. How large of a unit do I need?
5. What do I need in the rental unit and/or neighborhood? (Laundry facilities, play area or schools for children, furnished or unfurnished unit, near shopping or public transportation, etc.)

As you are looking at rental units, remember to consider what you determined to be your needs and abilities.

Sources of Rental Housing

In searching for a rental unit, take time to look at a number of units. The following list of resources may assist you in finding suitable housing; it can be as simple as doing an internet search for rentals in your area.

<https://iowahousingsearch.org>

<https://www.apartments.com>

<https://www.apartmentfinder.com>

<https://www.apartmentguide.com>

https://www.zillow.com/homes/for_rent

<https://www.affordablehousing.com/>

City of Des Moines Housing Agency

Apartment Guide magazine-free in grocery stores

Friends, family, and posted signs

HOME, Inc. advises that you read any reviews you can find regarding the property. These can be found on YELP, Google, www.apartmentratings.com, etc. and many have reviews on their own sites.

Rental Unit Certification

When you have located one or more rental units that interest you, contact your local housing code enforcement office to make sure there is a current rental certificate. If a rental unit has been inspected, this City agency will have a record of that inspection. This information will assist you in determining the conditions of the unit.

HOME, Inc. urges all tenants to rent only units that have a current Certificate of Inspection.

Cities of 15,000 or more are required by state law to enact and enforce a housing code related to the safety and condition of rental units. Contact the City Hall in your community to determine if there is a housing code and/or rental inspections.

Dangers of Lead-Based Paint

Children can be poisoned by eating lead-based paint. If you have children, you should find out whether or not a rental unit contains lead-based paint. This can be done by specifically asking about lead-based paint when you call to check on the Certificate of Inspection. Federal law also requires landlords to disclose lead-based hazards and EPA-approved pamphlets for most units built prior to 1978.

Avoiding Rental Scams

Always see the property in person and meet landlord or agent in person.

Never wire money, or send money to a location outside the local area.

Be wary of ads that contain numerous spelling/grammar errors. These could be placed by out of country scammers.

Be very cautious of RED FLAGS (too low of a price, no application process or screening, no deposit required, they want to mail you the keys, or refuse to speak with you on the phone).

If you are a victim of a rental scam, you can report it to the FBI Internet Crime Complaint Center or The Federal Trade Commission.

Rental Applications

Most rental properties require a background check to live there. This involves a fee and your signature to allow them to do the background check. Many of these are done by a third party company that the landlord or company pays. Background checks look at credit scores, criminal background, and previous evictions. This may involve your ID or driver's license, social security number, date of birth, and even birth certificates of children who will be living with you. This may seem intrusive, but they are just making sure those kids are actually your own or that you have legal guardianship.

HOME, Inc. advises that you ask the following questions before paying the application fee:

1. What does my credit score need to be to live here?
2. What are the income requirements?
3. What is your policy on previous evictions?
4. What is your policy on criminal records?

If you know you have any of these issues, it is best to ask before paying as fees are not refundable. HOME, Inc. does have a list of local Des Moines area landlords that may be more forgiving on some of these barriers.

View the Unit First

View the unit in person before you rent it. Make sure you read the lease to see if the terms are agreeable to you and they fit your lifestyle.

Many properties provide move in-out sheets to create a written record of any damages that may already be pre-

sent, make sure you keep a copy.

Take pictures and/or video of the entire unit upon move in and keep them in a safe place. This information will help you avoid a disagreement later when you move out about the rental deposit because you will have written and photographic evidence of the condition of the unit when you moved in and avoid being charged for damages that you did not cause.

Remember, you, the tenant will be held responsible for the condition of the unit upon moving out.

Move-In Checklist

The following list is offered to help tenants in selecting the most suitable rental unit.

Kitchen

Sink (working condition, connected to hot & cold water)
Cabinets or shelves (good condition, pest free)
Stove (clean, connected properly)
Refrigerator (clean , operating properly)
Floors (clean and water resistant)
Ceiling or wall-type light fixture (workable condition)

Bathroom

Toilet (works properly, does not leak)
Sink (working condition, connected to hot & cold water)
Door or other means of making the room private (closes, locks work, in good shape)
Floor (clean and water resistant)
Window or vent fan (window opens and/or fan works)
Ceiling or wall-type light fixture (workable condition)

Utilities

Water heater
Plumbing (good condition, no leaky pipes)
Heating (adequate vents)
Electricity (at least two outlets in every room, good condition)

Structural Condition

Windows (locks work, not cracked /broken)
Screens (no holes, insect-proof)
Storm windows (not broken or cracked)
Doors (good condition, exterior doors weather-tight)
Door locks (in working condition)
Handrails (for more than four steps)
Stairs, exterior and interior (in good condition)

Walls and ceilings (no holes, falling plaster, or peeling paint)

Furnishings

Blinds/curtains (in good condition)

Carpet (in good condition, no holes or trip hazards)

Other

Exits (every unit in a multiple dwelling of three units or more, above the first floor, must have access to two exits from that floor)

Storage space (is there enough for your needs)

Garbage dumpster/bins (must be supplied by the landlord if more than two units in the building)

Pest free

Lighting (adequate light fixture in each room)

Smoke Detector (in the unit)

Fire extinguisher (in common area of multiple units)

Determine the Type of Rental Agreement You Want

A rental agreement is a legal binding contract made between the landlord and tenant which outlines the terms, rules, and conditions of the tenancy. Make sure you get a copy of your lease as it is a legal document that you have signed.

Rental agreements can be oral or written agreements. HOME, Inc. recommends written agreements. Leases can come in different lengths of time, 1 year, 6 months, with a month-to-month lease usually being more expensive. With an oral agreement all the terms and conditions are made verbally. Usually the term or length of the tenancy is on a month-to-month basis. This allows the landlord and tenant flexibility in terminating the tenancy (Iowa law requires a written 30 day notice)

Although an oral agreement is legally binding, it provides less protection against violations of the agreement because there is no documented verification that the agreement existed. Both parties are subject to the rights and responsibilities of the Uniform Residential Landlord and Tenant Act whether or not those obligations are put in writing. Those rights and responsibilities cannot be signed away or waived by either party.

A written agreement clearly outlines the terms and rules. However, a written agreement may not provide the same flexibility in ending the lease as does a verbal agreement,

because the tenant is usually bound to a written agreement for a specific period of time.

If the tenant terminates the tenancy prior to the end of the written agreement without the permission of the landlord, s/he may be held liable for the payment of the rent until the unit has been re-rented or a break lease fee.

Terms

The law will make these terms part of the lease if the oral or written lease does not discuss these subjects,

1) Rent will be set at the "fair rental value" if not set in the rental agreement. 2) Rent will be paid at the beginning of the rental term, which usually means the beginning of the month, if a due date is not set in the rental agreement. 3) Rent will be payable at the rental property office unless otherwise specified. 4) The rental period will automatically be on a month-to-month basis unless the tenant is a "roomer" who pays rent on a weekly basis, then it is on a week-to-week basis. 5) Heat, repairs, and maintenance are the landlord's responsibility.

Some responsibilities may be given to the tenant of a single-family dwelling if put in writing, such as lawn care, snow removal, and gutter cleaning.

Unsigned Rental Agreements

Iowa law also provides that a rental agreement may become effective if one party fails to sign a rental agreement that has been signed and delivered by the other party. If a party pays or accepts rent without signing the agreement, it has the same effect as if both parties had signed the agreement. The terms and conditions of the agreement then become binding for the duration of the lease.

Prohibited Lease Provisions

A rental agreement cannot contain any provision in which either the landlord or the tenant:

1. Waives a legal right under Iowa's Landlord and Tenant Act;
2. Agrees that judgement will automatically be entered against them in a given circumstance;
3. Agrees to automatically pay the other party's attorney fees unless otherwise authorized by the law; or

4. Agrees that the other party is relieved of liability arising under the law or that the liability will be limited; or that either party will indemnify the other party for liability or costs connected with the compliance with the law.

If a landlord includes an illegal provision in the rental agreement, the court may award the tenant actual damages, reasonable attorney fees, and up to three times the monthly rent amount even if the landlord never tries to enforce the illegal provision.

Items You Do Not Want in Your Rental Agreement

1. A statement requiring you to rent for a specific period of time before you can recover the rental deposit.
2. A statement permitting the landlord to terminate the rental agreement at any time during the rental agreement.
3. A statement permitting a new landlord to terminate the agreement upon sale of the rental property.

Disclosure

The Uniform Residential Landlord and Tenant Law (Iowa's rental housing law) requires that the tenant receives the name and an address for the landlord, manager, or rental agent. The tenant must also be informed of utility rates, charges, and services unless paying the utilities directly to the utility company. The tenant has the right to be furnished with current information whenever changes occur.

Federal law also requires the landlord of most residential rental properties built prior to 1978 to disclose all information about any known lead-based paint or other lead-based hazards, provide copies and relevant records and supply the tenant with an EPA pamphlet or EPA approved state substitute pamphlet. 42 U.S.C. §4852d.

The Rental Deposit

A rental deposit can be referred to as a security deposit, a damage deposit, or deposit. The rental deposit is money paid to the landlord as a **guarantee that the landlord will be reimbursed for damages resulting from the tenant's or guests use of the property.** Damages can mean: 1) any unpaid rent owed by the tenant, 2) any other debts (such as utility charges) or funds owed by the tenant, 3) the cost of returning the unit to its original condition and appearance before the tenancy began, excluding

ordinary wear and tear, and 4) any expenses in recovering the property (court eviction cost).

A rental deposit is not for the purpose of holding the unit while the tenant decides if s/he wants it.

In Iowa, a landlord cannot demand a rental deposit in excess of an equivalent of two months' rent. The landlord is also required to keep the rental deposits in a separate account, not to be co-mingled with personal funds. Any interest accrued from the rental deposit account during the first five years of a tenancy belongs to the landlord. Any interest accrued after that period of time can be requested by the tenant.

See Return of the Deposit further on in this section.

If You Change Your Mind

If you establish an oral or sign a written rental agreement and then decide not to move in, you do not automatically have the right to a full refund of the money you paid to the landlord, nor does the rental agreement automatically terminate. You can be held liable for the full rent of until it is re-rented to a new tenant because you failed to live up to the agreement. In a month-to-month agreement the tenant can be held responsible for one month's rent. The landlord is, however, required to make a reasonable effort to rent the unit as soon as possible. If you do find yourself in this position, check with the landlord from time to time to make sure there is advertisement of the unit and to learn when the unit is re-rented.

Iowa laws allow a tenant to refuse a unit within the first 5 days with a written notice, but only for health and/ or safety issues in the unit. Send this written notice to the landlord certified mail, specify the health/safety problems, and keep a copy and the mail receipt for your records. If your deposit/rent are not returned, you may file in small claims civil court.

In order to prevent this from happening, never pay the rental deposit, prepaid rent, or sign the rental agreement unless you are absolutely sure that you will take the unit.

Rental Housing Discrimination Laws

When renting a unit the landlord may not discriminate against a person's race, color, gender, religion, national origin, creed, ancestry, disability, familial status (the presence of children), sexual orientation, or gender identification. The discrimination laws for housing, however, do not include age or marital status. If you feel that you

have been discriminated against, contact the Iowa Civil Rights Commission at 515-281-4121.

Tenant Rights and Responsibilities

Responsibilities of the Tenant

1. Comply with all obligations imposed on tenants by the housing code and the rental housing laws.
2. Keep your rental unit clean and safe.
3. Remove all garbage, and other waste from your rental unit regularly.
4. Keep plumbing fixtures clean.
5. Use all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities in a reasonable manner.
6. Do not destroy, deface, damage, or remove any part of the premises without the landlord's consent.
7. Conduct yourself in a manner that will not disturb your neighbor's peaceful enjoyment of the premises.

The failure to uphold the responsibilities of a tenant may result in the termination of the tenancy by the landlord and/or a court eviction.

Rights of the Tenant

The following is a general description of rental housing rights of tenants. It is not a complete list of all tenant rights under the Uniform Residential Landlord and Tenant Law, but is intended to explain those major rights that tenants have and that tenants should be aware of.

Right to Possession of the Rental Unit

The tenant's right to possession includes the right to physical access to the unit. The right to possession also includes the right to have the unit delivered in a clean, fit and habitable condition as well as a condition that complies with the requirements of the lease, the building code and the housing code.

The tenant's right to possession of the rental unit begins the date the rental agreement begins and continues until termination. If the landlord fails to deliver possession as promised, the rent abates until the tenant has possession. **If this occurs, the tenant may terminate the rental agreement within five days' with a written notice.** Send this written notice to the landlord certified mail, and keep a copy and the mail receipt for your records. If your deposit/rent are not returned, you may file in small claims civil court.

Right to a Safe and Sanitary Living Environment

The tenant has the right to expect that the rental unit in which s/he resides will be maintained in a safe and sanitary condition. The landlord has an obligation to comply with the local housing codes, make necessary repairs (those not caused by the tenant, tenant's family or guests), keep the common areas of the property clean, supply reasonable amounts of heat, hot and cold running water, and provide adequate trash receptacles.

The tenant has an obligation to keep the individual rental unit in a clean and sanitary condition, to repair all tenant-related damages, and to notify the landlord of needed repairs or maintenance.

Iowa laws require landlords to take care of all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by the landlord.

HOME, Inc. advises to keep documentation of all repair requests. If the landlord does not take care of repairs after being notified, it is your right to contact the city's rental inspections office for enforcement of this code.

Iowa laws also say landlords may not retaliate (get back at you) by increasing your rent or decreasing services or by threatening to end your lease after:

- a. The tenant has complained to a rental inspector, who is charged with responsibility for enforcement of codes
- b. The tenant has complained to the landlord of needed maintenance or repairs (keep a list of your requests)
- c. The tenant has organized or become a member of a tenants' union or similar organization.

Right to Repair and Deduct

When a landlord fails to make repairs or maintain the rental unit according to the rental agreement/housing code, a tenant may send written notice to landlord. Iowa rental housing law allows the tenant to notify the landlord in writing, at least 7 days prior to the rent being due, of his/her intention to have the repair made and deduct the cost from the rent. The tenant must prove that: the tenant notified the landlord in writing and waited at least 7 days after the landlord received the notice before deducting the cost from the rent; **the cost of the repair was**

less than or equal to one month's rent. HOME Inc. recommends this notice to be sent via certified mail, and keep the mail receipt with your copy of the notice (see sample notices section).

Right to Privacy

Under Iowa law, the landlord has the right to access of the rental unit to inspect the unit, make necessary repairs, decorations, supply services, and to show the unit to prospective buyers, sellers, and tenants. Except in cases of emergency or if it is impractical to do so, the landlord must give the tenant at least 24 hours notice of his/her intention to enter the unit, and enter only at reasonable times.

If the landlord abuses the right to access, the tenant may send an access violation notice (see appendix of sample notices). HOME Inc. recommends this notice to be sent via certified mail, and keep the mail receipt with your copy of the notice. Keep documentation of any further access code violations. The tenant may file in small claims civil court if the landlord violates this access code again and use their copy of the notice they sent and certified mail receipt to file in court.

Right to Utility Service

The tenant has the right to utility services as long as the utility company is satisfied with the credit status of the party paying the bills. **According to Iowa rental housing law, the landlord must explain utility rates, charges, and services to the tenant before the rental agreement is signed unless the utilities are paid directly to the utility company by the tenant. At no time may the landlord disconnect services without cause.** The landlord may cause temporary interruptions of service while actual repairs or alterations are in process or during emergencies.

If the landlord deliberately or negligently fails to supply running water, hot water, heat, or essential services, **the tenant should contact the local rental inspections office so the inspector can enforce the rental code on this matter.** State laws prohibit retaliation after a tenant has spoken to a housing code/ rental inspections office. Tenants can otherwise submit a 7 day notice of termination for non compliance (see appendix of sample notices). This notice should be sent certified mail, and keep the mail receipt with your copy of the notice. You must give the full 7 days for the landlord to fix the issue, plus

4 days mailing time.

If the rental agreement is terminated, the landlord shall return any pro-rated rent for the month and rental deposit money.

Right to Sublet or Assign

While you rent, you may find that subletting or assigning your rental unit is necessary. Subletting is the act of giving your right to occupancy to another person for a period of time, which is less than the full period of your rental agreement. The tenant retains the right to sublet or assign unless the rental agreement states subletting not allowed. However, the failure of a landlord to accept a replacement tenant that would have otherwise satisfy all of the landlord's normal rental standards may mean that the landlord loses the right to claim further rent from the tenant.

A tenant should remember that subletting or assigning the rental unit does not terminate the rental agreement. If the other person fails to pay rent or causes damage to the unit, the landlord may hold the original tenant responsible for the cost. **It is always preferable to have the tenancy terminated, rather than sublet or assigning the tenancy.**

Right to Call for Help

There is a law that tells landlords that they cannot evict a tenant for calling the police for help. A landlord cannot evict or penalize a tenant for calling for help. A city also cannot tell a landlord to evict a tenant because the tenant reasonably asked for help from the police. A tenant should not be punished for calling for help for the following reasons:

- The person calling is the victim of crime,
- The person calling is a victim of domestic abuse,
- The person calling is having a medical emergency,
- The person is calling on behalf of someone in need.

Rules

The landlord may from time to time adopt rules describing the tenant's use and occupancy of the rental unit. A rule must have the purpose to promote the tenant's safety, convenience, or welfare or to protect the property.

According to Iowa law, a rule is enforceable only if it is reasonably related to the purpose for which it was adopted, is clearly written, applies to all tenants in a fair manner, is not used to let the landlord evade a legal

obligation, and the tenant was informed of the rule when the tenant entered into the lease.

Rule changes which work a significant change of an existing lease, such as a rent increase, new utility billing, or a change to the pet policy) **may only be at a lease renewal or in month-to-month tenancies and require a written 30 day notice.**

Late Fees

The landlord may charge a fee if rent is late according to the terms of the lease. Iowa laws state if the monthly rent does not exceed \$700 per month, the landlord may charge up to \$12 per day for a total of no more than \$60 per month. If the monthly rent exceeds \$700 per month, the landlord may charge up to \$20 per day for a total of no more than \$100 per month. (Section 562A.9(3A) of the Iowa Code)

Waiver

A written or oral rental agreement is a legal contract between tenant and landlord. This agreement can be changed by the actions of both parties. This “change” is called a waiver. For example, if a lease says no pets, but the landlord accepts rent with the full knowledge that the tenant has pets, then the landlord may have waived or cancelled that portion of the rental agreement regarding pets. If this occurs, then the landlord may not evict the tenant or increase the rent later because the tenant is keeping pets. Such changes or waivers in the rental agreement are difficult to prove.

It is best for both the tenant and the landlord to write any changes on the rental agreement itself and then sign their names and date each change or waiver.

The landlord may temporarily allow the tenant to perform in a way that varies from the rental agreement or rules without permanently waiving the right to later enforce the original rental agreement or rule. However, the landlord must inform the tenant that the waiver is temporary and that it expires at a certain point, and the tenant must be told that the waiver is temporary before the tenant acts in reliance on the temporary waiver.

(Example: Landlord may allow the tenant to pay rent late for one month so long as the tenant is informed that the rent must be on time the next month, and the tenant receives that notice before trying to pay rent late on the second month). **The temporary waiver should be given in writing.**

Renter's Insurance

While you rent, you should consider obtaining insurance for your personal property in the event of fire, theft, etc. The landlord's property insurance will not protect you against such losses. **Many rentals now require tenants to carry renter's insurance.** This is to cover any accident, caused by you or a guest that results in fire, water damages, etc. that caused damages to the owner's property. A policy may also include provisions to protect you from liability in a personal injury lawsuit if someone is injured and/or your possessions in your rental unit. You can obtain information and compare costs of various kinds of renter's insurance by contacting several insurance companies. If you have car insurance, it can usually be bundled with that.

Fire or Casualty Damage

HOME, Inc. advises tenants to contact the local rental inspections office if there is a fire or flood. The inspector can determine if the unit is safe to live in. If a rental unit is damaged by fire, flood or casualty to the extent that the unit is uninhabitable, the tenant may immediately vacate the unit, and must notify the landlord in writing within 14 days of the tenant's intention to terminate the rental agreement. In this case the rental agreement terminates as of the date the tenant vacates. If continued occupancy of the rental unit is lawful, the tenant may vacate that portion of the unit that is unusable. In this case, the tenant is responsible for paying in proportion to the reduced rental value of the unit so occupied. **The law states that if the rental agreement is terminated after a fire or casualty, the landlord shall return prepaid rent and rental deposit money.** Accounting for such rents and deposits is to occur as of the date of the fire or casualty. The landlord is to return these funds so tenants can use them to move into a new place.

Sale of a Rental Property

When a rental property is sold, the lease is transferred to the new landlord. The new landlord must keep the terms the same until the end of the lease. The full deposit may be transferred to the new landlord or returned to the tenant. If the deposit is transferred to the new landlord, the former landlord must notify the tenant of the amount transferred and the name and address of the new landlord. The tenant has 20 days after receipt of the notice to make objections concerning the amount transferred.

What Is a Noise Complaint?

The right to quiet enjoyment doesn't mean every tenant gets to live in complete silence. There is, however, a difference between normal noise and excessive noise. Normal noise is noise caused from everyday activities, like walking, talking, or doors closing. Excessive noise is the noise that doesn't fall under the "everyday" category, like constant loud music or noise from parties. While there are no hard and fast rules, complaints about normal noise — like loud footsteps from an upstairs neighbor — are going to be harder for a landlord to address and put a stop to.

"Noise disturbance" means: Any sound which unreasonably endangers or injures the health or safety or welfare of a human being; or sound which unreasonably disturbs a person of normal sensitivities; or sound which unreasonably devalues or injures personal or real property; or sound which is in excess of decibel levels set forth in this article.

The factors which may be considered in determining whether a noise disturbance exists may include, but are not limited to: The level of the noise, level and intensity of any background noise, nature of the noise is usual or unusual, origin of the noise is natural or unnatural, proximity of the source of the noise to sleeping facilities, land use, nature and zoning of the area from which the noise emanates and of the area where the noise is received, time of day or night when the noise occurs, duration of the noise or whether the noise is recurrent, intermittent or constant.

Des Moines Residential zones:

7:00 a.m. to 10:00p.m. 60 decibels

10:00 p.m. to 7:00a.m. 50 decibels

Sound is measured in decibels (dB). For reference, normal breathing is about 10 dB, a whisper or rustling leaves 20 dB, and conversation at home are around 50 dB. A washing machine registers roughly at 70 dB, and a lawnmower is around 90 dB. Very loud sounds include fireworks (150 dB) or shotgun blast (170 dB).

Ideas for Soundproofing your Space

1. Cover walls or ceilings - Wood and glass have the ability to amplify noise. By adding soft surfaces to a room, you can absorb a lot of noise. Materials like cotton, foam,

and felt are ideal.

2. Add rugs - Adding rugs or carpet to your floors will help keep sounds from bouncing.
3. Use draft guards and door seals - The crack below your door may not look like much, but it's a great place for noise to enter. Adding a door guard will help lessen unwelcome sounds.
4. Buy sound-proofing curtains - A lot of blackout curtains double as sound-proofing curtains, so you're really getting a two-for-one deal here. Of course, windows are the obvious spot to install them, but if you're trying to block out noise in a bedroom, for example, consider adding them as an extra layer behind the door. Or on the walls.
5. Add bookshelves - Bookshelves and their heavy, dense books provide excellent sound insulation.
7. Buy a white-noise machine/ headphones/ fans, ear plugs - If all else fails, drown out the noise with another less-obtrusive noise. A white-noise machine is inexpensive and compact.

TENANTS -- ENDING A TENANCY

Proper Notice of Termination to a Landlord

Termination of a tenancy depends on the type of rental agreement that is used. A written lease (for a specific period of time) should outline the procedure needed for termination. **If you terminate before the end date of the rental agreement, the tenant may be held responsible for the rent until it is re-rented to a new tenant. If the lease includes a break lease fee, you may be charged that fee. Your lease will have a requirement of either a 30 or 60 days notice, so be sure to check your lease on this.** Your non-renew/termination notice must follow the cycle of rent. This means if the lease states rent due on the first of the month, your termination notice must be in the landlord's hand no later than the first of the month. You are allowed to give it sooner than that but the move out date would remain the same.

In a month-to-month tenancy, the tenant may terminate the tenancy by providing the landlord with a **written 30 or 60 day termination notice, this requirement will be in the lease.**

If a tenant does not move on the date of termination the landlord can serve a 3 day Quit notice, and can start the court eviction process if the tenant does not leave.

A landlord may also decide to non-renew/terminate your lease. This is not an eviction, just not renewing the contract. No reason is required on a non-renew from either tenant or landlord.

Termination for Noncompliance of Landlord

If a tenant believes that the landlord has failed to follow the laws, local housing codes, or the rental agreement, the tenant may have reasons to terminate the tenancy for noncompliance.

In order to terminate a tenancy for noncompliance, the tenant must give the landlord a **written notice** that explains the specific violations. The notice should further state that the tenant will terminate the tenancy in no less than 7 days (after receipt of the notice) unless the violations are corrected within 7 days. If the landlord corrects the violations the termination notice is cancelled. If the violations are not corrected, the tenant must move out. However, if the same violations occur within 6 months (following the first notice) and the landlord has not corrected the issue, the tenant may terminate by providing 7-day Quit written notice to the landlord which explains the violations and gives the date of termination. If a tenant decides to terminate a tenancy for noncompliance, s/he should request assistance from HOME, Inc. (See a sample 7-day termination notice for non-compliance in the sample notices section)

Termination for non-payment of rent

Your lease is a legal contract and part of that agreement is to pay rent on the day stated in the lease. Some leases have a “grace period” and some do not. If you do not pay your rent, you can receive a 3 day to Cure or Quit notice. Basically, this notices means you have 3 days to pay what you owe, or 3 days to pack, clean and move out, and give the landlord your key back. It is a court requirement that the landlord serve more than one on your door, unless the landlord had you sign a copy. If you know you cannot pay, you can try contacting rental assistance agencies for help. It is best to do so before you receive a late rent notice. Keep in mind, landlords do not have to accept rent assistance. If you do not pay or leave within those 3 days, the landlord can file in court to evict you for non-payment.

Cleaning the Unit

If possible, begin the cleaning and repairing well in ad-

vance of moving in order to avoid a last minute rush to clean and repair. **It is the tenant's responsibility to make sure that the rental unit is in as good or better condition when leaving as it was upon entering, except for any ordinary wear and tear that might have occurred.** Many leases have the cleaning requirements or the landlord may have a list. The amount of rental deposit that is returned will depend upon this. It is in the tenant's best interest to take photos/videos of the rental unit when they move in and again after cleaning before you move out. The pictures should focus on items - the carpet, walls, screens, appliances, etc. Once the tenant leaves the rental unit, s/he will not be allowed back into the unit.

Fixtures

Fixtures are basically those things that are fixed to the rental unit in such a way that they appear to be permanent. For example, if the tenant installs wall-to-wall carpeting, that may be considered as a permanent fixture if it is attached to the floor. If the tenant does install fixtures during the course of his/her tenancy, the landlord may hold the tenant responsible to return the rental unit to its original condition before the tenancy began, or to leave the fixtures. **Get written permission before installing anything and specify who gets the fixture when you move.**

The Final Day

Utilities: If any utilities have been billed directly to the tenant, the tenant should arrange to have meters read, services disconnected, and arrange for the final billing to be sent to his/her new address.

Inspection: The tenant and the landlord should inspect the unit for damages. At this time both parties should reach an understanding concerning the condition of the unit and what amount, if any, the tenant owes for damages.

A written inventory of the unit should be taken and then both the tenant and the landlord should sign the inventory and keep copies. If an inventory was made at the beginning of the tenancy it should be compared to the exit inventory to determine the damages. This written record of the condition of the rental unit will assist both parties in determining the use of the rental deposit and in avoiding court action.

Return the Keys: The tenant should return all keys to the

unit and obtain a **written receipt** for them from the landlord.

Notice of Your Forwarding Address: The last step on the final day of a tenancy is to provide a notice of your forwarding address to the landlord—this is for return your rental deposit. Be sure to keep a copy of the notice giving your forwarding address. **This notice is a requirement that must be taken care of before the landlord is obligated to return the rental deposit.** If the tenant does not notify the landlord of his/her forwarding address within one year of termination, then the landlord may keep the entire rental deposit.

Return of the Rental Deposit

Iowa law gives the landlord 30 days (after moving out, giving them your forwarding address, and return of the keys) to return the deposit. **During this time the landlord may either return the entire rental deposit or make deductions and send the tenant an itemized, written explanation of these deductions.** This is why it is so important to have pictures of the unit when you move in and move out, as proof of the conditions of the unit. The landlord may lawfully deduct: 1) the cost of unpaid rent or other money which the tenant owes as a result of the rental agreement; 2) the cost of repairing tenant related damages, **except those caused by ordinary wear and tear**; 3) the cost of cleaning the unit if it is not left in the same or better condition than the tenant found it, except for ordinary wear and tear; 4) the court cost of evicting a tenant.

If a landlord does not send an itemized list of deposit deductions, or if you disagree with this list, the tenant may file in small claims civil court, **within one year**, and show their evidence. This is when your pictures will be important. **Further information is available on our website under the FAQ section.**

Abandonment

Always let the landlord know if you must leave the unit for an extended period of time. Iowa law states that if a tenant abandons a unit, the landlord shall make reasonable efforts to re-rent the unit at a fair rental price. If the landlord does rent the unit before the expiration of the tenant's rental agreement, then the agreement is terminated as of the date the new tenancy begins and no further rent is owed. The law further explains that if the landlord fails to use reasonable efforts to re-rent the unit,

or if the landlord accepts abandonment as surrender, then the agreement is terminated as of the date that the landlord has notice of its abandonment. **If the landlord files an action against the tenant for the rent that came due after the tenant moved, the landlord is required to produce evidence of the landlord's efforts to find a new tenant before the landlord can collect from the tenant.**

Retaliatory Eviction

Iowa rental housing law prohibits retaliatory actions against the tenant in the form of rent increases, decreased services, non-renew notices or eviction actions when: 1) the tenant has complained to a governmental agency of building or housing code violations materially affecting health and safety of the tenant 2) the tenant has complained to the landlord of a housing violation or problem, or 3) the tenant has organized or become a member of a tenant's union or similar organization.

If the landlord attempts to evict the tenant for one of the above reasons, the tenant may recover actual damages and reasonable attorney fees, and have a defense against the landlord for possession. The court will then allow the landlord to evict the tenant only if the landlord can prove that the landlord was terminated because the tenant materially violated the lease or the law. **The law explains that this presumption does not arise if the tenant complained after receiving a notice of rent increase, reduction of services, or notice of termination.**

Unlawful Eviction— Failing to Use Proper Procedures to Remove a Tenant

Unless the tenant has voluntarily vacated the rental unit or abandoned the unit, the landlord must evict the tenant using the proper court procedures. The landlord **may not** “self-help” by forcing the tenant to leave by changing the locks, shutting off utilities, physically removing personal property of the tenants, diminishing any services, or by employing any other process that does not involve the courts and law enforcement. If the landlord tries to remove the tenant without following the proper procedures, the tenant may file a court action to recover possession of the unit or terminate the tenancy. In either case, the tenant may seek reimbursement for actual damages (such as lost personal property, costs of moving, costs of emergency housing, etc.), attorney fees and additional punitive damages in an amount not to exceed twice the monthly rental payment.

Tenant Organization

Many rental housing problems require group action by tenants to solve. According to Iowa's rental housing law tenants may not be evicted for organizing or becoming members of a tenant's union or similar organization.

LANDLORDS -- BEFORE YOU RENT

This handbook is not a substitute for legal advice.

Certificates of Inspection

Before a landlord can rent a house or multiple unit dwelling, the rental property must have a current Certificate of Inspection. A Certificate of Inspection is issued when the property meets the requirements of the city rental housing code. The housing code sets minimum standards for health and safety of the occupants of the rental property.

For more information concerning Inspection Certificates and the housing code in Des Moines, contact Neighborhood Inspections at 515-283-4046.

If you live outside the Des Moines area you should contact your local City Hall to find out if your area has a rental inspections housing code. In Iowa, all cities with a population of 15,000 or more must have a housing code and a method of enforcement.

Lead-Based Paint

Children can be poisoned by exposure to lead-based paint. If children will be occupying or visiting your rental property you should act to remove this hazard from the premises. The housing code describes the landlord's responsibilities regarding lead-based paint and the Housing Code Enforcement Office will provide you with information. Failure to protect your tenants from lead poisoning may result in a lawsuit for a substantial amount of money. **Additionally, federal law requires landlords to disclose lead-based hazards and provide EPA-approved pamphlets for most units built prior to 1978.**

Pest Control Ordinances

These requirements will be in your city's housing code and are not exactly the same in each city. Make sure you are familiar with what is required in your city. Below is from the Des Moines Code of Ordinances for Housing-Sec. 60-106. - Infestation

All structures shall be kept free from insect and rodent infestation. Where insects or rodents are found, they

shall promptly be exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

(1)Owner -The owner(s) or of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

(2)Single occupant. The occupant of a single-family dwelling shall be responsible for extermination.

(3)Multiple occupancy. The owner(s) of a structure containing two or more dwelling units, a multiple occupancy, or a rooming house shall be responsible for extermination.

Determine the Kind of Rental Agreement You Want

After you have obtained an Inspection Certificate, the next step in renting is to determine what kind of rental agreement you want to offer tenants. **A rental agreement is a binding legal contract made between the landlord and the tenant which outlines the terms and conditions of the tenancy. It is best to have a written agreement.**

With an oral agreement all terms and conditions are made verbally. Usually the term or length of the tenancy is on a month-to-month basis. As long as the tenant pays rent and the landlord accepts the rent, the tenancy continues. In order to terminate an oral agreement one party must provide the other party with a written 30-day termination notice (required by Iowa law). **Although an oral agreement is legally binding, it provides no protection against violations of the agreement because there is no verification that the agreement exists.** Both parties are subject to the rights and responsibilities of the Iowa Uniform Residential Landlord and Tenant Act whether or not those obligations are put in writing. Those rights and responsibilities cannot be signed away or waived by either party.

A written agreement outlines the terms and conditions of the tenancy, clearly and concretely. A written agreement may be a month-to-month lease, but most written agreements are for a longer term, such as a year. Many landlords prefer a lease term for longer than month-to-month because it reduces their costs. However, a written agreement for a 12 month tenancy may not provide the same flexibility in termination as does the oral or written month-to-month agreement because the landlord is usually bound to the agreement for a specific period of time.

Under a written agreement for more than month-to-month, a landlord cannot terminate the tenancy unless the tenant has violated the terms and conditions of the agreement. This type of termination usually requires court action.

In developing your rental agreement you should understand that there is no standard written agreement in Iowa. Several kinds of agreements specifically drafted for use in Iowa are available from office stores, realtors, and online. Make sure it is specifically for Iowa **because generic forms may NOT comply with Iowa law.**

Terms Which Become Part of the Lease under law

The law will make these terms part of the lease if the oral or written lease does not discuss these subjects, 1) Rent will be set at the "fair rental value" if not set in the rental agreement; 2) Rent will be paid at the beginning of the rental term, which usually means the beginning of the month, if a due date is not set in the rental agreement; 3) Rent will be payable at the rental property unless otherwise specified; 4) the rental period will automatically be on a month-to-month basis unless the tenant is a "roomer" who pays rent on a weekly basis, then it is on a week-to-week basis; and 5) Garbage, heat, water, repairs, and maintenance are the landlord's responsibility. Some responsibilities may be given to the tenant of a single-family dwelling, if put in writing, such as lawn care, snow removal, and gutter cleaning.

Essential Lease Provisions

1. Address of the rental unit.
2. Name, address, and phone number of the landlord or manager.
3. Names of all tenants allowed to occupy.
4. Emergency contact for tenant. This is not used for financial reasons, it is for medical emergencies.
5. The date the rental agreement begins and ends.
6. A statement explaining the amount of rent, when it is due, where it is payable, the penalty for late payment, and persons authorized to receive it.
7. A statement explaining the amount of the rental deposit, what it will be used for, and the procedure for its return after termination.
8. Which party pays for which utilities. **A change in how tenants pay for utilities can be for new tenants or renewals only. A month to month tenant must receive a 30 day notice of any changes.**

9. Maintenance emergency number
10. Late fees and deposit amounts

Optional Provisions

1. Pet Policies –make sure you understand tenant rights for Service or ESA animals.
2. Renter’s insurance requirements
3. A statement explaining the landlord's rules regarding guests staying in the unit.
4. A statement explaining the landlord's right to access by providing a 24 hour notice.
5. A statement explaining the landlord's and the tenant's maintenance responsibilities. These may be different at a single family home, such as mowing the lawn, removing snow, removing trash, etc.
6. A statement explaining the landlord's rules regarding the tenant's use of the public or shared areas of the rental property.
7. A statement explaining the landlord's rules regarding parking.
8. A statement explaining the landlord's rules regarding subletting and assigning.
9. A statement explaining required moving out notices, such as a 30 or 60 day notice required.
10. Occupancy limits; you can obtain these from your local rental housing code office.
11. A statement explaining the transfer of deposit and rental agreement in the event of sale of the property.
12. A statement requiring the tenant to notify the landlord of extended absences and needed repairs.
13. A statement explaining the landlord's requirements regarding the cleaning of the unit for moving out.

Prohibited Rental Agreement Provisions

A rental agreement **cannot** contain any provision in which either the landlord or the tenant:

1. Waives a right under Iowa’s Landlord and Tenant Act.
2. Agrees that judgement will automatically be entered against them in a given circumstance.
3. Agrees to automatically pay the other party’s attorney fees unless otherwise authorized by the law; or
4. Agrees that the other party is relieved of liability arising under the law or that the liability will be limited.
5. Different terms for different tenants based on race, gender, religion, gender identity, etc. This is a civil rights violation.

6. Deposit exceeding 2 month's rent.
7. Mandatory carpet cleaning or repainting.
8. Late fees that are over what the Iowa code allows.
9. Increasing rent during the term of the lease.
10. Contains an incentive for early payment of rent.

If a landlord includes an illegal provision in the rental agreement, the court may award the tenant actual damages, reasonable attorney fees, and up to three times the monthly rent amount even if the landlord never tries to enforce the illegal provision.

The Iowa law also provides that if one party fails to sign a rental agreement that has been signed and delivered by the other party, this does not mean that the agreement is not binding or is invalid. If a party pays or accepts rent without signing the agreement, it has the same effect as if both parties signed it.

ALWAYS GIVE A COPY OF THIS LEGAL DOCUMENT TO THE TENANT.

Rental Application and Background Checks

It is important that a landlord decide what the policy will be regarding credit scores, previous evictions, and criminal records. Landlords can screen prospective tenants with a renter background check, but the policy needs to apply equally to all applicants. There are many 3rd party companies that can do this. Landlords may complete an internet search for tenant background checks, and choose the company and price that best fits your needs. Tenants must sign a consent form for background checks.

The Rental Deposit

A rental deposit is money paid to the landlord by the tenant as a guarantee that the landlord will be reimbursed for damages resulting from the tenant's or guests use of the property. In this case, damages refer to not only physical damages caused by the tenant, but also cleaning costs over and above normal wear and tear, money that is owed to the landlord by the tenant, and the cost of an eviction action if a tenant violates the rental agreement or law.

In Iowa, the landlord may not collect a rental deposit that is more than 2 month's rent. Once a rental deposit is collected the landlord must hold the deposit in a bank or savings and loan association or credit union which is

insured by an agency of the federal government. The deposit may not be commingled with the personal funds of the landlord, or used for any purpose other than tenant related damages. Rental deposits can be held in interest bearing accounts. If this is done the first five years of interest belongs to the landlord. Any interest earned after five years can be requested by the tenant.

The landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the dwelling unit, the statement shall specify the nature of the damages. The landlord may withhold from the rental deposit only such amounts as are reasonably necessary for the following reasons: (1) Unpaid rent or utilities (2) Restore the dwelling unit to its condition at the beginning of the tenancy, ordinary wear and tear excepted. (3) To recover court expenses incurred in acquiring possession of the premises from a tenant .

Landlords should take pictures of the unit to verify conditions before the tenant moves in and again after tenant moves out. These can be used in court to prove damages. In court, burden is on the landlord to prove that the reasons for withholding any portion of the deposit are legitimate. A landlord who fails to provide this itemized letter forfeits all rights to the deposit. Iowa law states: The bad-faith retention of a deposit by a landlord, or any portion of the rental deposit, shall subject the landlord to punitive damages not to exceed twice the monthly rental payment in addition to actual damages.

If a tenant intentionally damages, defaces, destroys or removes part of the rental unit may be charged with criminal mischief under Chapter 716 of the Iowa Code.

Normal Wear and Tear

After a tenant moves out, there's a good chance that the landlord will need to clean and make some minor repairs before the next moves in. That process is not a valid reason to deduct from the security deposit. **As HUD notes, the "costs an owner incurs for the basic cleaning and repairing of such items necessary to make a unit ready for occupancy by the next tenant are part of the costs of doing business."**

IRS Publication 527 states that carpet in a residential rental property wears out after 5 years, at least for tax purposes, based on the general depreciation system. That doesn't mean the carpet has to be replaced every five years. However, the depreciation period for carpet does provide a guideline of what carpet normal wear and tear would be.

Examples of normal wear and tear:

A few small nail holes, chips, smudges, dents, scrapes, or cracks in the walls
Faded paint or slightly torn, faded wallpaper
Carpet faded or worn thin from walking
Scuffed wood floors from regular use
Doors sticking from humidity
Warped cabinet doors
Mold due to lack of proper ventilation
Loose grouting in bathroom tiles
Worn or scratched enamel in bathtubs, sinks, or toilets
Any worn appliances due to use over time

Examples of Property Damage

Gaping holes on the wall or dozens of nail holes
Unapproved paint colors, wallpaper, or unprofessional paint jobs
Holes, stains, or burns in the carpet (e.g., from food, urine, or colored liquids)
Chipped or gouged wood floors
Water stains on wood floors or windowsills
Broken doors or windows due to abuse
Mold, mildew, and grime left behind in bathroom or kitchen
Missing or cracked bathroom tiles
Damaged or cracked mirrors
Any damaged appliances due to abuse or neglect

Disclosure

The landlord must provide the following information to the tenant in writing at or before the beginning of the tenancy: 1) the name and 2) address of the landlord or manager and the person authorized to receive service of process for owner or other notices and demands. The landlord must then keep the tenant informed of any changes in the management or the address.
In addition to the above disclosure requirements, **Iowa rental housing laws require the landlord to disclose the utility rate charges and services to the tenant before**

the rental agreement is signed, unless these services are to be paid by the tenant directly to the utility company.

Federal law also requires the landlord of most residential rental properties built prior to 1978 to disclose all information about any known lead-based paint or other lead-based hazards, provide copies of relevant records and supply the tenant with an EPA pamphlet or EPA approved State substitute pamphlet. 42 U.S.C. §4852d.

Rental Housing Discrimination Laws

Before you rent you should also be knowledgeable of the Fair Housing laws regarding discrimination. **Iowa law states that the landlord may not discriminate on the basis of race, color, creed, sex, religion, national origin, ancestry, disability, or familial status (the presence of children), sexual orientation and gender identification.** For more information concerning your rights and responsibilities in this matter, contact your local human rights commission or the Iowa Civil Rights Commission 515-281-4121.

LANDLORDS -- WHILE YOU RENT

Responsibilities of the Landlord

The following is a brief list of landlord responsibilities.

1. Comply with all obligations imposed by the building and housing codes and the rental housing laws.
2. Make all repairs and do whatever is necessary to keep the premises in a fit and habitable condition.
3. Keep common areas of the property clean and safe.
4. Maintain all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances (including elevators) in a good and safe working order.
5. Provide receptacles for central collection and removal of ashes, garbage, and rubbish and arrange for their removal.
6. Supply running water, hot water, and reasonable heat at all times.
7. Take steps to protect the tenant from reasonably foreseeable harm, including the criminal activity of third parties. (Example: Change the locks if you cannot account for all the keys to the rental unit or if you think that they may have been copied.)

Rights of the Landlord

Right to Possession of the Rental Unit

After you and the tenant have agreed upon the date of occupancy, then you must deliver the unit to the tenant on that date. **The landlord is responsible to have the premises prepared for possession.** This means that the dwelling must be clean and free of pests, health and safety hazards as well as fully comply with the lease terms, the building code, and the housing code.

If you are unable to supply the premises to the tenant on the agreed date, it is best to notify the tenant as soon as possible. In this event, no rent may be charged until the tenant is able to occupy the rental unit.

Right to Access

Iowa rental housing laws provide landlords the right to enter a rental unit to inspect; make necessary repairs, decorations, alterations or improvements; supply necessary or agreed service; and show the unit to prospective buyers, tenants, workmen, and contractors.

In all cases, the landlord must provide the tenant at least 24 hours notice before entering the property. The landlord may only enter at reasonable times and may not use the right to access to harass the tenant. In the event of an emergency or when it is not possible to do so, the landlord may enter the property without advance notice to the tenant. If the tenant is absent for more than 14 days, the landlord may enter at times when reasonably necessary. If the landlord abuses the right to access, the court may award the tenant money.

Right to Sanitary Conditions

The landlord has the right to expect the tenant to maintain his/her rental unit in a clean and safe condition. Tenants should maintain in a clean and sanitary condition those parts that s/he occupies. Landlords may want to add this expectation to the lease.

Right to Repair and Bill

The Iowa law allows the landlord to repair tenant-related damages and bill the tenant for the cost on the next rent payment. In order to use this provision of the law, the landlord must notify the tenant **in writing** of the needed repair. The tenant must be allowed 7 days after receipt of the notice to make the repair. If the tenant fails to make the repair within the time limit, the landlord may have the repair made. After the repair has been made

the landlord must submit an itemized bill to the tenant of the cost. This bill may then be added to the following month's rent. **The landlord may not use this procedure to avoid landlord responsibilities.**

Right to Disconnect Utility Services

The landlord has the right to disconnect utility services only for temporary interruptions as may be necessary while actual repairs or alterations are in process, or temporarily during emergencies. Failure to pay the utility bill is not considered an emergency.

The landlord does not have the right to disconnect utility services as a retaliatory action against the tenant. If the landlord takes such action the tenant may respond with court action that may involve considerable expense for the landlord.

Other Considerations

Rules

The landlord may adopt rules describing the tenant's use and occupancy of the rental unit. A rule must have the purpose to promote the tenant's safety, convenience, or welfare or to protect the property. **According to Iowa law, rules are enforceable only if they are clearly written, are reasonably related to the purpose for which they are adopted, apply to all tenants in a fair manner and are not for the purpose of evading landlord responsibilities and are given to the tenant at the time they enter the rental agreement or are signing a new 12 month renewal lease.**

Rule changes which substantially modify an existing agreement (such as rent increases, or changes to a no pet policy) may only be made in month-to-month tenancies, and require a **written 30 day notice.**

Late Fees

The landlord may charge a fee if rent is late according to the date due on the lease. Iowa law states if the monthly rent does not exceed \$700 per month, the landlord may charge up to \$12 per day for a total of no more than \$60 per month. If the monthly rent exceeds \$700 per month, the landlord may charge up to \$20 per day for a total of no more than \$100 per month. This is why many leases state "due on the 1st, late on the 6th", as this allows the 5 days for the full late fee amounts.

Waiver

A rental agreement can be changed by the actions of both the tenant and the landlord. If this occurs, it is called a waiver. For example, if a rental agreement prohibits pets and the landlord accepts rent from the tenant with full knowledge that the tenant is keeping a pet, then that portion of the rental agreement regarding pets is changed or waived. After this occurs, the rental agreement is changed to allow pets even though no written change was made on the rental agreement. The landlord may not take retaliatory action against the tenant, in the form of a rent increase, or eviction, for keeping pets because a new rental agreement has been established which permits pets. **To avoid any problems regarding waivers, it is important that you enforce the rental agreement fairly, effectively, and promptly.**

The landlord may temporarily allow the tenant to perform in a way that varies from the rental agreement or rules without permanently waiving the right to later enforce the original rental agreement or rule. The landlord must inform the tenant that the waiver is temporary and that it expires at a certain point, and the tenant must be told that the waiver is temporary before the tenant acts in reliance on the temporary waiver. (Example: Landlord may allow the tenant to pay rent late for one month so long as the tenant is informed that the rent must be on time the next month, and the tenant receives that notice before trying to pay rent late on the second month.) **The temporary waiver should be given in writing.**

Rent Vouchers

Many agencies offer emergency financial assistance to tenants who are unable to meet their rent payment. If the landlord agrees to accept a rent voucher and the tenant is able to meet eligibility requirements, a voucher can be issued to the tenant. It is the responsibility of the landlord to submit the completed voucher to the agency. The total processing time may involve several weeks.

Fire and Casualty Damage

Iowa law states: If the dwelling unit or premises are damaged or destroyed by fire, floods or casualty to an extent that the dwelling unit is substantially impaired, the tenant may:

1. Immediately vacate the premises and notify the landlord in writing within fourteen days of the tenant's intention to terminate the rental agreement, in which case the

rental agreement terminates as of the date of vacating; If continued occupancy is lawful, vacate a part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

2. If the rental agreement is terminated, the landlord shall return pro-rated rent for that month and full rental deposit. Accounting for rent in the event of termination is to occur as of the date of the casualty. This is so the tenant has funds to find a another rental.

Sale of Property

In the event of a sale of the rental property all rights and responsibilities that have been established between yourself and the tenant may be transferred, depending on the content of the rental agreement, to the new landlord.

The landlord has the option of returning the rental deposit to the tenant or transferring it to the new landlord. The landlord may make lawful deductions from the rental deposit. If deductions are made, the landlord must provide a written itemized list of deductions to the tenant. In the case that the deposit is transferred to the new landlord, the tenant must be notified of the amount transferred and the name and address of the new landlord. **Until the tenant has received the rental deposit or notification of its transfer, the original landlord is still responsible for the deposit.**

A new landlord must assume the current lease, as is, until it expires, since it is a legal document. Then a new lease can be presented to the tenant, and the tenant can choose to sign and agree to the new terms, or give a 30 day notice to vacate.

Notification

Many of the provisions in the Uniform Residential Landlord and Tenant Law require that written notice of the landlord's intentions or actions be given to the tenant. Some provisions state the method of notification, others do not. When giving a notice, HOME, Inc. suggests you follow these procedures: 1) Put all notices in writing. 2) Keep copies of all notices you give to the tenant or receive from the tenant. 3) Put one on the door, one regular mail and one certified mail if the notice could lead to a court proceeding. **See delivery instructions for each type of notice in the sample notice section.**

LANDLORDS -- TERMINATING A TENANCY

Termination/Non-renew of lease

The procedure for termination of a tenancy will depend on the type of rental agreement you use. **The landlord may not terminate the tenancy until the expiration date of the agreement or unless there has been a breach of the lease or violation of the law.**

If the rental agreement is a simple oral agreement, the landlord must provide the tenant with a written 30-day non-renew/termination notice. A written lease requires the same, unless the lease states a 60 day notice required by tenant, then landlord must give 60 days. This type of notice must not end in the middle of a rental period. A rental period runs from the day that rent is due to the day before the next rent due date. The common practice is for the rental period to begin on the first day of the month and end on the last day of the month.

In order to give the tenant a **proper notice**: if rent is due on the 1st of the month, the notices must be received by the tenant on this date, and give 30 days for them to vacate. **No reason is required on a non-renew notice.**

If the tenant does not move out at the date of termination, the landlord can then serve a 3 day Quit notice the following day. If the tenant remains in the unit, the landlord can initiate an eviction action through small claims court in the county where the property is located.

Our sample notice section gives service instructions for each type of notice.

Termination for Noncompliance

If a tenant fails to comply with the rental agreement, rules, or the law, the landlord may terminate the tenancy for noncompliance. **In order to terminate a tenancy for noncompliance, the landlord must give the tenant a written notice that explains the violations and these must be in the terms of the rental agreement.** The notice should further state that the landlord will terminate the rental agreement in 7 days (after receipt of the notice) unless the violation are corrected within 7 days. After those 7 days, serve a 24 hour access notice to go to the property and see if the violation was corrected. If not, the landlord shall then serve a 3-Day Quit notice and follow eviction procedures with small claims court. If the tenant does correct the violation, the termination notice is cancelled.

However, if **the same violation** occurs again within six

months, the landlord may terminate the tenancy by providing a 7-day Quit written notice to the tenant, which explains the violations and gives the date of termination. (No right to cure is given the second time).

Termination for Clear and Present Danger

A clear and present danger to the health or safety of other tenants, the landlord, the landlord's employees or other persons on, or within one thousand feet of the landlord's property includes, but is not limited to, any of the following activities of the tenant or of any person on the premises with the consent of the tenant:

- a. Physical assault or the threat of physical assault.
- b. Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
- c. Possession of a controlled substance unless the controlled substance was obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice. This paragraph applies to any other person on the premises with the consent of the tenant, but only if the tenant knew of the possession by the other person of a controlled substance.

If the above incident or activity was caused by a person other than the tenant, this notice shall not apply if:

1. The tenant seeks a protective order, restraining order, or order to vacate the homestead or other similar relief against that person and provides proof to the landlord prior to commencement of a suit against tenant; or
2. The tenant reports the activities causing the clear and present danger to a law enforcement agency or to the county attorney in an effort to initiate a criminal action against the person conducting the activities, and provide written proof to the landlord prior to commencement of a suit against tenant; or
3. The tenant writes a letter to the person conducting the activities causing the clear and present danger. The letter must tell the person not to return to the premises and that a return to the premises may result in a trespass or other action against the person. A copy of this letter must be sent to a law enforcement agency whose jurisdiction includes the premises and written proof must be provided to the land-

lord prior to commencement of a suit against tenant. If the tenant has previously written a letter to the person as provided in this paragraph without filing a trespass or other action, and the person to whom the letter was sent conducts further activities causing a clear and present danger, the tenant must take one of the actions specified in paragraphs "1" or "2" to avoid eviction under this statute.

Non-payment of rent

When a tenant fails to pay rent on time and/or in full on the date that rent is due, the tenant must be served a Three Day Notice to Cure or Quit. This means the tenant has 3 days to pay the current month owed or 3 days to move out. The 3 days does not include the day it is placed on the door.

This notice should state that if rent is not paid or tenant does not vacate the property, the landlord can begin an eviction action in small claims court. See sample notice section. **If the tenant pays rent in full during the three day period, the landlord must accept payment.**

Retaliatory Eviction

Iowa rental housing law prohibits retaliatory actions against the tenant in the form of rent increases, decreased services, non-renew/termination, or eviction actions when:

- 1) the tenant has complained to a rental housing code inspections office
- 2) the tenant has complained to the landlord of a housing violation or lack of repairs
- 3) the tenant has organized or become a member of a tenant's union or similar organization.
- 4) Federal law prohibits retaliation if the tenant has complained to a governmental agency about discrimination.

The law further states that evidence of a legitimate complaint by the tenant within one year, before an increase in rent, non-renew/termination, creates a likelihood that the landlord is acting in a retaliatory fashion. The landlord could then be required to prove to the court that the landlord is terminating the tenant because the tenant materially violated the lease or the law. The law explains that this likelihood does not arise if the tenant complained after receiving a notice of rent increase, reduction of services, or notice of non-renew/termination.

The Final Day

Utilities: On the final day you will want to determine the status of all utilities and make arrangements with the tenant regarding billing procedures and disconnection.

Inspection: On the final day of a tenancy the landlord and tenant should inspect the unit for damages. At this time both parties should reach an understanding concerning the condition of the unit and what amount (if any) the tenant owes for damages. See previous section regarding damages vs normal wear and tear.

A written inventory of the unit should be taken and both tenant and landlord should both retain a copy. This written record of the condition of the unit will assist both parties in determining the use of the rental deposit and help to avoid court action.

Return of the Keys: On the final day the landlord should obtain all keys related to the unit from the tenant and provide a receipt for them. If the landlord wishes to charge a penalty for returning the keys late, this penalty should be explained in the rental agreement.

Written Notice of the Tenant's Forwarding Address: The landlord should also obtain a written notice of the tenant's forwarding address on or before the final day of the tenancy. This information is necessary in order to notify the tenant concerning his/her rental deposit. If the landlord cannot obtain a forwarding address, landlords may send the deposit letter certified mail to the unit the tenant occupied. Keep a copy of the letter with the mail receipt. Iowa law states: If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.

Abandonment and Abandoned Personal Property

Iowa law states that if a tenant abandons a unit or lease, the landlord shall make a reasonable effort to re-rent the unit as soon as possible. If the landlord does rent the unit before the expiration of the tenant's rental agreement, then the agreement is terminated as of the date the new tenancy begins. The law further explains that if the landlord accepts abandonment as surrender or fails to take steps to re-rent the unit, then the agreement is terminated as of the date that the landlord has notice of its abandonment. The law requires the landlord to produce evidence of the landlord's efforts to find a new tenant if the landlord files in court against the original tenant for lost

rent after the tenant abandoned the unit. If you think the tenant has abandoned the unit, post a 24 hour access notice and go in the next day and check if the tenant is still there. You can also call, text, or email the tenant asking if they have moved out. The tenant could be in the hospital, which is why it is always a good idea to have an emergency contact for the tenant.

Liens on Personal Property

The enactment of the Uniform Residential Landlord and Tenant Law abolished the landlord's right to a lien on the tenant's personal property. Retention of a tenant's property may result in criminal charges of theft, or civil claims for replevin or conversion.

The Due Process of Eviction—Small Claims Court

Earlier in this handbook, the proper notice procedures for ending a tenancy were described. If proper written notices have been given, and the tenant does not move, the landlord needs to file through small claims court for an eviction. (The legal term for eviction is an Action for Forcible Entry and Detainer or FED.)

An eviction should not be confused with a termination.

The termination process can be used by both a landlord or a tenant to voluntarily end a tenancy.

Unlike termination, the eviction process is a court action brought by the landlord in order to regain possession of the rental unit. The desired outcome of an eviction is for the court to give permission to the landlord to remove the tenant and belongings from the unit if the tenant fails to do so.

Another difference between a termination and an eviction is that in an eviction the landlord must show the court that s/he has reason to end the tenancy. The three most common reasons for eviction are: 1) nonpayment of rent; 2) failure to comply with the rental agreement, rules, or law; and 3) failure to move after proper notice is given.

In an eviction action the landlord must first serve the tenant with the proper **Three Day Notice**. In an action based on nonpayment of rent, the notice is called a **Three Day Notice to Cure or Quit**. In an action for non-compliance or failure to terminate, the notice is called a **Three Day Notice to Quit**. If the tenant fails to comply with the Three Day Notice, the landlord must file in small claims court for an eviction (FED). This can be done in

person or e-file online.

Your local county Small Claims court has a print out of instructions for this process, including what forms are need to be filled out, service delivery information and timeframes.

At the court hearing the judge will listen to both sides of the case. The judge will then decide if the landlord has the right to regain possession of the rental unit. If the case is decided in the tenant's favor, the case will be dismissed and the tenant will be able to remain in the unit. If the case is decided in the landlord's favor, the court will issue an **Writ of Removal**, which states the time and date the tenant must be out of the unit. This writ will enable the landlord to move the tenant's possessions on to the curb. **The Sheriff's office must serve this writ document, so you must give the Sheriff a copy to be served. The Sheriff's office has a set of rules for the landlord to follow for removal of tenant possessions.**

A TENANT CAN ONLY BE REMOVED FROM A RENTAL UNIT WITH THE PERMISSION OF THE COURT. THE LANDLORD DOES NOT HAVE THE RIGHT TO TAKE THE TENANT'S POSSESSIONS, LOCK THE TENANT OUT OF THE RENTAL UNIT, OR SHUT OFF ESSENTIAL SERVICES.

Failing to Use Court Procedures to Remove a Tenant

Unless the tenant has voluntarily vacated the rental unit or legitimately abandoned the unit, the landlord must evict the tenant using the proper court procedures and enforce removal through the sheriff's office. **The landlord may not "self-help" by forcing the tenant to leave by changing the locks, shutting off utilities, physically removing personal property of the tenants, diminishing any services, or any other process that does not involve the courts and law enforcement.** If the landlord tries to remove the tenant without following the proper procedures, the tenant may file a court action to recover possession of the unit or terminate the tenancy.

HOUSING CODE ENFORCEMENT/ INSPECTIONS

A housing code establishes minimum health and safety standards in order to insure that the housing stock in a community has a continuous maintenance program that helps prevent urban decay and the associated deterioration in the quality of life for the residents. In Iowa all cities with a population of 15,000 or more must establish a housing code and enforcement procedures. To find out

if your community has a housing code check with your local city hall.

The Des Moines housing code requires landlords to have their rental property regularly inspected and be issued a **Certificate of Inspection**. When a Certificate of Inspection has been issued it means that the property meets the minimum health and safety standards of the housing code. **Rental Dwellings that do not have a current Certificate of Inspection cannot be used for rental purposes.** If this occurs the City of Des Moines can take legal action to prevent the landlord from renting such a dwelling. The agency that inspects rental property and enforces the housing code in Des Moines is called the Neighborhood Inspections Division. A tenant or landlord can obtain more information about this office by calling 515-283-4046.

SAMPLE NOTICES

The following notices are examples that can be re-typed or hand written. HOME, Inc. can also mail or email these notices for you to use. We recommend you speak with one of our HUD-certified housing counselors when using these notices.

Notices for Tenants:

30 (OR 60) DAY NOTICE OF NON-RENEW/TERMINATION

DATE:

TO:

This is to notify you of my intention to terminate my tenancy on (date)

as I will not be renewing the lease at: (address)

Please send the deposit within 30 days of my last date of tenancy. Here is my forwarding address:

Name

Address

Phone

HOME, Inc. advises tenants to send this notice via the least expensive certified mail and allow 4 days for it to be delivered. This notice must be in your landlord's hand no later than the first of the month you will be leaving. Keep a copy of the notice with your mail receipt. You can also hand deliver to the landlord and have them sign and date your copy as proof they received it, then you will not need to count 4 days for certified mail delivery.

NOTICE TO REPAIR AND DEDUCT FROM RENT

TO: Landlord (Name)
Address

According to the Uniform Residential Landlord and Tenant Law (Code of Iowa, Chapter 562A.15.1) the landlord is to maintain fit premises. This is to notify you that repairs are needed in my rental unit located at: (property address).

The following repairs are needed: (list of all mandatory repairs).

If you fail to make the necessary repairs within the next 7 days of receipt of this notice, I will then cause the repairs to be made and deduct the cost from my (month) rental payment.

FROM: Tenant (Name)
Address
Phone

In order to repair and deduct, the cost of the repair may not exceed one month's rent. Seven days after the landlord receives the notice, the tenant may have the repairs made. However, the tenant may not use this procedure if the landlord has already served a written notice stating that the landlord intends to terminate the tenancy because the tenant has not paid rent. HOME, Inc. advises tenants to send this notice via the least expensive certified mail and allow 4 days for it to be delivered before counting the 7 days. Keep a copy of the notice with your mail receipt. You can also hand deliver to the landlord and have them sign and date your copy as proof they received it, then you will not need to count 4 days for certified mail delivery.

Seven days must pass (after the receipt of the notice) before the cost of the repair can be deducted from the rent. (Example: Rent is due on the first day of every month. The landlord received the notice on July 28. The 7 days will not expire until August 4. Therefore, the cost must be deducted from September's rent.)

It is advised that the tenant employ an independent contractor to make the repairs and the tenant should obtain a written receipt from the contractor which itemizes materials and labor.

**7-DAY TERMINATION NOTICE TO
LANDLORD FOR NON-COMPLIANCE**

TO: Landlord (Name)
 Address

You are hereby notified that you are not complying with the (rental agreement, rules and state law) because (list reasons for non-compliance).

In order to comply with the (rental agreement, rules, state law) you must (list what must be done to comply) within 7 days after receipt of this notice.

You are further notified that if you fail to come into compliance as specified above, I intend to terminate our rental agreement in no less than 7 days after receipt of this notice.

FROM: Tenant (Name)
 Address
 Phone

This notice may be used when the landlord does not follow the rental agreement, rules, or the Uniform Residential Landlord and Tenant Law. The landlord has 7 days after the receipt of the notice to comply. If the landlord does comply in the 7-day period, the rental agreement does not terminate. However, if the same problem occurs within 6 months following the first notice, the tenant may terminate the tenancy with a 7-day written notice. The second notice does not have to give the landlord the right to cure.

HOME, Inc. advises tenants to send this notice via least expensive certified mail and allow 4 days for it to be delivered before counting the 7 days. Keep a copy of the notice with your mail receipt. You can also hand deliver to the landlord and have them sign and date your copy as proof they received it, then you will not need to count 4 days for certified mail delivery.

NOTICE FOR THE RETURN OF THE RENTAL DEPOSIT

TO: Landlord (Name)
Address

This is a request for the return of the \$ (amount) rental deposit which I paid upon entering (address).

Please send the deposit to me at the following address:
(forwarding address).

If I do not receive the deposit within 30 days, I will be forced to take further legal action.

FROM: Tenant (Name)
Address
Phone

After the end of tenancy, the landlord must receive the tenant's forwarding address in order to return the rental deposit. The tenant has one year after leaving to give the landlord a forwarding address or other delivery instructions. **The landlord must return to the tenant an itemized list of deductions and the remaining deposit or the full deposit within 30 days after receipt of the forwarding address or the tenant's move out date, whichever occurs last.** If the landlord fails to deliver the deposit or an itemized list of deductions within the 30 days, or if you disagree with the itemized list, you may file in small claims court to show evidence and demand return of your deposit money.

HOME, Inc. advises tenants to take pictures/video of the unit when they move in and after they clean before moving out. This is evidence for court to show the condition of the property when you left. It is also important that you are able to prove you gave a forwarding address.

HOME, Inc. advises tenants to send this notice via certified mail and allow 4 days for it to be delivered. Keep a copy of the notice with your mail receipt. You can also hand deliver to the landlord and have them sign and date your copy as proof they received it, then you will not need to count 4 days for certified mail delivery.

ACCESS VIOLATION NOTICE

Date: _____

To: _____

You are hereby notified that you and/or your staff are not complying with Iowa Residential Landlord Tenant Laws regarding access to our home.

Iowa Code 562A.19 (3) states: before entering for a non-emergency reason, the landlord must provide a 24 hour notice and enter only at reasonable times.

If you fail to comply in the future I will take legal action.

From: _____

Address: _____

HOME, Inc. advises tenants to send this notice via certified mail and allow 4 days for it to be delivered. You can also hand deliver to the landlord and have them sign and date your copy as proof they received it, then you will not need to count 4 days for certified mail delivery. HOME, Inc. recommends a tenants keep documentation of any access violations, and can file in small claims court if access violations continue after service of this notice.

Notices for Landlords

HOME, INC. has HUD certified housing counselors that can educate landlords on notices and service. Our services are free and confidential.

Other than a 24 hour Access notice, it is recommended that the notice be in writing and that it be delivered in one of the following ways:

1. Hand delivery to the tenant and landlord obtains a written acknowledgment of delivery of the notice that is signed and dated by a resident of the rental unit. The resident that signs the acknowledgment must be at least eighteen (18) years of age.
2. Pay for personal service by Sheriff or Process Server.
3. Posting the notice on the primary entrance door of the dwelling unit and mailing by both regular mail and certified mail to the address of the dwelling unit, or to the tenant's last known address if that address is different from the address of the dwelling unit.
4. Timing and Content: A notice posted according to this paragraph must be posted within the applicable time period for serving notice and must include the date the notice was posted. Notice served by mail under this posting procedure is not deemed completed until 4 days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice.

ACCESS NOTICE TO ENTER TENANT'S RENTAL UNIT

TO: Tenant (Name)
Address

This notice is to inform you that I and/or my representatives, (name of manager or repair person), intend to enter your rental unit located at (property address) on (day, date, and time).

I need to enter your rental unit in order to (specify activity to be undertaken).

FROM: Landlord (Name)
Address

Unless impossible to do so, the tenant must have at least 24 hours advance notice of the landlord's intention to enter the tenant's rental unit. The landlord or his/her representatives have the right to enter the dwelling unit in order to: 1) make necessary or agreed repairs, alterations, or remodeling changes, 2) inspect the rental unit, or 3) show the rental unit to prospective tenants or buyers. Only in an emergency situation, such as fire or flood, may the landlord go to the tenant's rental without the tenant's permission. **This notice is to be posted on the tenant's door, but it also may help to call or text in case the tenant has not used that door recently and therefore, has not even seen it. If tenant refuses access, landlords may file in small claims court.**

Iowa Code Section 562A.35 - Landlord and tenant remedies for abuse of access. 1. If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the rental agreement. In either case, the landlord may recover actual damages and reasonable attorney's fee. 2. If the landlord makes an unlawful entry or a lawful entry in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In either case, the tenant may recover actual damages .

NOTICE TO REPAIR AND ADD TO RENT

TO: Tenant (Name)
Address

According to the Uniform Residential Landlord and Tenant Law (Code of Iowa, Chapter 562A.17) the tenant is to maintain the dwelling unit. This is to notify you that repairs are needed at your rental unit located at: (property address).

The following repairs are needed: (list of all mandatory repairs).

If you fail to make the necessary repairs within 7 days after receipt of this notice, I will cause the repairs to be made and add the cost to your (state month) rental payment.

FROM: Landlord (Name)
Address

If the tenant has not made the repairs within 7 days after receipt of the notice, the landlord may cause the repairs to be made. After the repair is made, the landlord must deliver to the tenant an itemized bill for the actual and reasonable cost of the repairs and can add the cost to the next period rent payment. (Example: The tenant received the notice on October 1. The tenant did not make the necessary repairs by October 8, so the landlord makes the repairs on October 9. Rent is due on the first day of every month so the cost of the repair would be added to November's rent.) The landlord may not use this procedure to force tenants to perform regular maintenance or other responsibilities of the landlord. The date of termination must be the day before rent is due unless the landlord agrees otherwise. The notice must be delivered to the tenant no less than 30 days before the date of termination. The day the notice is received is never counted as part of the 30-day period. If the tenant does not leave by the end of the 30th day, then the landlord must serve a separate 3-day notice to quit before filing an action for an eviction (FED). Example: Rent is due on the first day of every month. You want the tenant to move by April 1, therefore, the last day of tenancy will be March 31. The tenant must receive notice on or before March 1.

NOTICE TO TENANT OF PAST DUE RENT

(Notice to Cure or Quit)

TO: Tenant (Name)
Address

You are now in default on our rental agreement for the dwelling unit located at (property address), because of failure to pay rent when due.

Rent in the amount of \$(rent due) for the period from (beginning date for rent owed) to (ending date for rent owed) is now past due.

YOU HAVE THE RIGHT TO CURE THIS DEFAULT BY DELIVERING FULL PAYMENT WITHIN THREE DAYS AFTER RECEIPT OF THIS NOTICE OR QUIT THE LEASE AND VACATE THE PROPERTY WITHIN THREE DAYS.

No further notice will be given. If you fail to pay or vacate the property by the above date, a court action for Forcible Entry and Detainer (eviction) can be brought against you.

FROM: Name, Address, Phone

This notice is to be used when a tenant is in default in rent. If the tenant fails to pay full rent or move during the three-day period, the landlord is required to file an eviction (FED) in small claims court. If the tenant pays full rent during the three day period, the landlord must accept the rent. The day that the notice is received is never counted as part of the three day period.

LANDLORD 7-DAY NON-COMPLIANCE
TERMINATION NOTICE

TO: Tenant (Name)
 Address

You are hereby notified that you are not complying with the (rental agreement, state law, rules) because (list reasons for non-compliance).

In order to comply with the (rental agreement, state law, rules) you must (list what must be done to comply) within 7 days after receipt of this notice.

You are further notified that if you fail to come into compliance as specified above, I intend to terminate our rental agreement in no less than 7 days after receipt of this notice.

FROM: Landlord (Name)
 Address

This notice may be used when the tenant does not comply with the rental agreement, rules or the Uniform Residential Landlord and Tenant Law. The tenant has 7 days after receipt of the notice to comply. If the tenant does not comply, the rental agreement terminates in no less than 7 days after receipt of the notice. If the tenant does comply within the 7-day period, the rental agreement does not terminate. If the tenant does not either cure or leave by the end of the 7th day, then the landlord must serve a separate 3-day notice to quit before filing an action for an eviction (FED). However, if the same problem occurs within 6 months following the notice, the landlord may terminate the tenancy with a 7-day written notice which does not have to give the tenant a second chance to come into compliance.

THREE-DAY NOTICE TO QUIT

TO: Tenant (Name)
Address

This is to notify you and all residents occupying property located at:

of my intention to terminate your tenancy.

The tenancy will terminate on _____. No further notice will be given. If you fail to vacate the property by the above date, a court action for Forcible Entry and Detainer (Eviction) can be brought against you.

FROM: Landlord (Name)
Address

This type of notice must be used after the tenant does not comply with the seven-day noncompliance notice or a 30-day notice of termination of the tenancy. If the tenant fails to move during the three-day period, the landlord is required to file an eviction (FED) in small claims court .

SEVEN DAY NOTICE TO QUIT

TO:

This is to notify you and all residents occupying property located at:

_____ of my intention to terminate your tenancy effective

_____.

DUE TO:

The tenancy will terminate 7 days after receipt of this notice. No further notice will be given. If you fail to vacate the property by the above date, a court action for Forcible Entry and Detainer (eviction) can be brought against you.

DATE:

FROM:

30-DAY TERMINATION/ NON-RENEW

NOTICE TO TENANT

TO: Tenant (Name)
Address

This is to notify you and all residents occupying (property address), of my intention to terminate your tenancy.

The tenancy will terminate on (day, date of termination).
This notice does not eliminate your obligation to pay rent for the month of (last month of tenancy).

FROM: Landlord (Name)
Address

**3 DAY NOTICE OF
CLEAR AND PRESENT DANGER**

To:

Date:

You are hereby notified that, pursuant to Iowa Code Section 562A.27A, your Rental Agreement is terminated effective three (3) days from the date of this Notice, and it is demanded that you vacate and surrender within that three (3) days.

This Notice of Termination and Notice to Quit is being given to you for the reason that you or persons on the premises with your consent have created circumstances, or maintained a threat, constituting a clear and present danger to the health or safety of other tenants, the landlord, or the landlord's employees or agents. A clear and present danger to the health or safety of other tenants, the landlord, or the landlord's employees or agents includes any of the following activities if they took place within 1000 feet of the landlord's property. (check all that apply)

- Physical assault or threat of physical assault.
- Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm.
- Possession of a controlled substance not obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice by you or a person on the premises with your consent and knowledge.
- Other (Specify)

The specific incident or activity that caused this notice to be served is/was:

If the above incident or activity was conducted by a person other than the tenant, this notice shall not apply if:

- (1) the tenant seeks a protective order, restraining order, or order to vacate the unit or other similar relief against that person and provides proof to the landlord prior to commencement of a suit against tenant; or
- (2) the tenant reports the activities causing the clear and present danger to a law enforcement agency in an effort to initiate a criminal action against the person conducting the activities, and provides written proof to the landlord prior to commencement of a suit against tenant; or
- (3) the tenant writes a letter to the person conducting the activities causing the clear and present danger. The letter must tell the person not to return to the premises and that a return to the premises may result in a trespass against the person. A copy of this letter can be sent to a law enforcement agency whose jurisdiction includes the premises and written proof must be provided to the landlord prior to commencement of a suit against tenant. If the tenant has previously written a letter to the person as provided in this paragraph without filing a trespass or other action, and the person to whom the letter was sent conducts further activities causing a clear and present danger, the tenant must take one of the actions specified in paragraphs "1" or "2" to avoid eviction under this statute.

(page 2 of 2)

NOTICE OF MUTUAL RESCISSION OF LEASE AGREEMENT

Date:

Mutual rescission of lease agreement for property
at: _____

As per mutual agreement, the above parties do by their signatures below indicate their decision to terminate the lease agreement for the above property entered into by both parties. For reasons known by both parties, the parties below do declare the lease agreement to be mutually terminated. The tenant(s) does intend to leave the property in the same or better condition than which they found it. The tenant shall vacate the property on or before _____, with the understanding that the tenant has no further obligation as lessee of the above property and the rental deposit will be returned to tenant within thirty days of the last day of tenancy or when the landlord is in receipt of tenant's mailing address or delivery instructions.

Landlord/Owner signature:

Tenant signature(s):

NOTICE TO TENANT RENT INCREASE

TO: Tenant (Name)
Address

This is to notify you that the rental rate of your rental unit located at: (property address), will be increased from \$(previous amount) to \$(new amount).

This increase will take effect on (date to start increase).

FROM: Landlord (Name)
Address

TENANT: (Tenant's signature)
DATE: (day and date received)

The landlord may not increase the rent before the expiration date of the original rental agreement or any extension. The landlord must notify the tenant in writing at least 30 days prior to the periodic rental date. The periodic rental date runs from the day that the rent is due to the day before the next rent due date. (Example: Rent is due on the first day of every month. The landlord intends to increase the rent in May, therefore, the tenant must receive notice before April 1st.)

Itemized Security Deposit Deduction Letter

Date:

Tenant's Name:

Address of Rental Unit:

Security Deposit Received \$ _____

List of Damaged Property with Amount Deducted

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Cleaning Expenses

_____ \$ _____

_____ \$ _____

_____ \$ _____

Deducted from Security Deposit \$ _____

Amount to be Returned to Tenant \$ _____

Landlord Signature:

LOCAL RENTAL INSPECTIONS OFFICES

Des Moines, Neighborhood Inspections—515-283-4046

West Des Moines—515-222-3630

Clive—515-223-6220

Urbandale—515-278-3930

Grimes—515-986-3036

Norwalk—515-981-9530

Indianola—515-961-9430

Altoona—515-967-5138

Ankeny—515-963-3550

Johnston—515-727-7778

Ames—515-239-5153

Adel—515-993-4525

Call your local city hall for other cities.