

IOWA LANDLORD AND TENANT LAW SUMMARY

WATERLOO CITY CODE REQUIREMENT

On June 20, 2022, the Waterloo City Council adopted Ordinance No. 5650, which amended several sections of the Rental Property Code. This amendment included a requirement that the landlord provide information to the tenant regarding the Iowa Landlord and Tenant Law. The Waterloo City Code reads as follows:

OWNER AND TENANT RESPONSIBILITIES – 9-7-9

C. In every rental agreement entered into after the effective date of this Ordinance, the following obligation shall be imposed upon the landlord:

1. The landlord shall provide tenant with a summary of rights pursuant Iowa Code Chapter 562A.

To satisfy the requirements of this ordinance, landlords may provide this document to tenants. The information below comes from the Iowa Legal Aid website. Please direct questions about the information below to Iowa Legal Aid.

More information about landlord and tenant issues can be found on the Iowa Legal Aid website at <https://www.iowalegalaid.org/issues/housing/landlord-and-tenant-issues>

IOWA LEGAL AID SUMMARY

Iowa Landlord and Tenant Act applies to rental agreements for most houses or apartments. It does not cover all situations. A rental agreement is the understanding between the landlord and tenant. It may be in writing or oral. See other articles posted on this website and the Iowa Legal Aid publication **A Guide to Landlord Tenant Law in Iowa** for more details about landlord and tenant law.

DUTIES OF LANDLORDS (IOWA CODE 562A.15)

In most cases, the landlord has the duty to:

- Follow building and housing codes that affect health and safety in an important way;
- Make repairs to keep the house or apartment in a fit and livable condition;
- Provide for garbage receptacles and removal;
- Supply hot and cold running water and heat, unless the tenant pays the utility company directly, and the water heater and furnace are under the tenant's control;
- Keep areas used by the tenants of more than one apartment clean and safe; and
- Keep facilities and appliances such as electric wiring, plumbing, heating, and air conditioning in good and safe working order.

Only in limited cases can the landlord and tenant agree that the tenant will be responsible for any of the landlord's duties. In any case where the tenant agrees to be responsible for the landlord's duties, the agreement should be in writing, and fair to both.

DUTIES OF TENANTS (IOWA CODE 562A.17)

In addition to paying rent, the tenant must do all of the following:

- Follow any building and housing codes that apply to tenants, and that affect health and safety in an important way;
- Keep his or her living area clean and dispose of garbage properly;
- Properly use all appliances and facilities such as plumbing, heating, wiring, air conditioning;
- Not damage or abuse the apartment on purpose or carelessly, or knowingly allow someone else to do so; and
- Avoid doing things that will disturb the neighbors' peace and quiet.

LANDLORD'S REMEDIES

A landlord can take certain steps if a tenant fails to comply with the law or the rental agreement.

- If the tenant violates his or her duties in a major way, like not paying rent, the landlord may cancel the rental agreement by giving proper written notice. The length of time in the notice depends on what was done to violate the rental agreement. In most cases, the landlord has to give the tenant a chance to fix whatever the problem was. Once the landlord takes proper steps to cancel the agreement, he or she must file a court action. The court can take action to remove the tenant from the rental unit if the tenant fails to move. It is illegal for a landlord to try to force a tenant to move by any other means, such as changing locks or shutting off the utilities.
- In some cases, if a tenant damages the property, the landlord may require the tenant to pay for the necessary repairs. However, a landlord is not allowed to hold a tenant's property even if the tenant owes rent or owes money for damage to the property.

TENANT REMEDIES

If a landlord fails to perform some of his or her important duties, the tenant may end the agreement by giving a proper written notice. The length of time in the notice depends on what has happened. In some cases, the tenant must give the landlord a chance to fix the problem(s). Sometimes the tenant can make repairs and deduct the cost from rent owed to the landlord. Very specific steps must be taken to end an agreement or withhold rent. A tenant should also consider contacting the Housing Inspector if a landlord fails to make necessary repairs and maintain the house or apartment. Some cities have ordinances that require the tenant to give the landlord the written notice to fix the problem (s) before the Housing Inspector will inspect the home, except in the case of an emergency.

RENT INCREASES

If the tenant has signed a rental agreement for a set period of time (for example 6 or 12 months), the landlord can't raise the rent during that period, unless there is something in the lease that specifically allows for an increase. If a tenant rents month-to-month, the landlord must give you notice in writing that

there will be an increase in your rent. The landlord must give the notice at least 30 days before the increase happens.

ENDING THE RENTAL AGREEMENT

Normally, unless there is a violation of the agreement, neither the landlord nor the tenant can end a rental agreement during its term. For example, in most cases a six month rental agreement cannot be ended until the six months are up. To end a month-to-month agreement, written notice must be given at least 30 days before the next time rent is due (not including any grace period). For example, if rent is due on the first of the month, and the landlord gives a notice to end the agreement on the 10th of June, the earliest the tenancy could end would be the 1st of August.

RENTAL DEPOSITS (IOWA CODE 562A.12)

A landlord may not ask for more than two months' rent as a security deposit. After the tenant has moved and left a new mailing address, the landlord has 30 days to return the deposit or explain to the tenant in writing exactly why the landlord is keeping some or all of the deposit. If the landlord does not contact the tenant in writing within the 30 days, then the landlord loses his right to keep any of the deposit and the tenant may be able to recover actual damages and up to twice the monthly rental payment if the landlord acts in bad faith. Other rules apply to deposits as well.

OTHER IMPORTANT POINTS

- Except in cases of emergency, a landlord should normally give a tenant 24 hours notice of the landlord's intent to enter the house or apartment. If tenants are going to be gone for a length of time, it is a good idea to let the landlord know.
- It is illegal for a landlord to get back at a tenant for complaining about the condition of the property to the landlord or housing inspector. In such cases, the law presumes that the landlord is retaliating against (getting back at) the tenant, if within one year, the landlord tries to raise the rent or evict the tenant. An important exception, however, is that when the rent is not paid, the law does NOT presume retaliation.
- In providing housing, it is illegal to discriminate because of a person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or against a person because they have children.
- **Right to call for assistance** - 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.
- Gas or electric costs are often part of monthly rent. A rental agreement should include which utilities will be paid by the landlord, and which will be paid by the tenant. Be sure you understand what your lease provides with respect to utilities before you sign it.

Any tenant with problems involving an eviction, or if you have a question on landlord/ tenant law, you should see an attorney for advice.

IOWA LEGAL AID PROVIDES HELP TO LOW-INCOME IOWANS.

To apply for help from Iowa Legal Aid:

- Call 800-532-1275.
- Iowans age 60 and over, call 800-992-8161.
- Apply online at iowalegalaid.org

If Iowa Legal Aid cannot help, look for an attorney on “Find A Lawyer” on the Iowa State Bar Association website <https://www.iowabar.org/>. A private attorney there can talk with you for a fee of \$25 for 30 minutes of legal advice.

As you read this information, remember this article is not a substitute for legal advice.