

**2023
HOUSINGIOWA
CONFERENCE**

**Iowa Eviction Process
Refresher Course**



About HOME, Inc.

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 referral on community and housing services; and for central Iowa we have homeownership opportunities for low income families; and acquisition and rehabilitation of housing.

HOME, Inc. is funded by donations and grants, including from the United Way of Central Iowa, Iowa Finance Authority, HUD, the City of Des Moines, 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>

CURRENT & FUTURE HOMEOWNERS

Owning - and keeping - your own home can sometimes require help. That's why we provide counseling and services for those looking to buy a home and for those who need help staying in their home. We also build and revitalize homes in the Des Moines metro as part of our mission to provide quality, affordable housing and offer homeownership options for low- to moderate-income households.



FUTURE HOMEOWNERS

Want to buy a home? Our team can help! By using our Homeownership Readiness Assessment, we can help find - and eliminate - any home buying barriers you may have. We also offer pre-purchase counseling and program referrals that can help turn your dream of buying a home into a reality.

[LEARN MORE](#)



EHOME ONLINE HOMEBUYER COURSE

Future homebuyers, take this easy online certification program through eHome America. You'll learn how to have a successful homebuyer experience, determine the best financial decisions for your household, avoid pitfalls, and make the buying process as smooth as possible.

[LEARN MORE](#)



HELP FOR HOMEOWNERS

Are you a current homeowner who could use help either to stay in your home or to make needed repairs? Our counselors are here to listen and refer you to resources that can help.

[LEARN MORE](#)

HOME / RENTERS & LANDLORDS - OVERVIEW / RENTAL HOUSING HANDBOOK

RENTAL HOUSING HANDBOOK

The more you know about your rights, the better! That's why our searchable Rental Housing Handbook offers a wide variety of information – so tenants and landlords can better understand their housing rights and responsibilities.

OUR HANDBOOK INCLUDES

- What tenants should consider before renting
- Rental agreements, deposits and eviction actions
- Housing code enforcement
- What landlords should consider before renting out their property
- Tenant and landlord rights
- And much, much more



[VIEW HANDBOOK \(PDF\)](#)

[VER MANUAL EN ESPAÑOL \(PDF\)](#)



LEGAL DISCLAIMER

The information provided in this class does not, and is not intended to, constitute legal advice.

All information, content, and materials are for general informational purposes only.



The information found in our 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>



Bills

Number Keyword

e.g. SF123, S3001

Iowa Code

Quick Search

562A

Iowa Acts

Quick Search

General Assembly: 89 (2022 Regular GA)

Ch./Bill e.g., 1, SF160

Announcements

[Iowa Redistricting 2021](#)

Currently in the Senate

Senate Video: [Live](#) | [Daily Archives](#) | [Bill Archives](#) | [Live Audio](#)

[Senate Floor Votes by Bill](#)
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Senate Floor Action

Thursday, April 13, 2023

The Senate convened at 9:01 a.m.

Prayer

Pledge

The Journal of Wednesday, April 12, 2023, was approved.

House messages received: [SF 399](#), [SF 193](#), [SF 315](#), [HF 351](#), [HF 461](#), [HF 654](#), [HF 663](#), [HF 670](#), [HF 674](#), and [HF 688](#)

The Senate adjourned at 9:05 a.m. until 1:00 p.m. on Monday, April 17, 2023.

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Senate Meeting Schedule

Standing Committees:
No meetings scheduled.

Appropriation Subcommittees:

Subcommittees on Bills:
Attendance at subcommittee meetings by lobbyists and the public is via zoom or in-person. See agenda for zoom details. Only authenticated users are permitted access.
No meetings scheduled.

Council and Interim Committees:
05/08/2023 10:30 AM [Administrative Rules Review Committee](#) Room 116

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Popular Links

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Currently in the House

House Video: [Live](#) | [Daily Archives](#) | [Bill Archives](#) | [Live Audio](#)

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House Floor Action

Thursday, April 13, 2023

[HF 707](#) by FRY of Clarke
Child Care Assistance
[HF 707](#) - Passed - 99-0

Introduction of Bills: [HF 716](#), [HF 717](#)

Immediately Messaged: [SF 494](#), [HF 711](#), [HF 710](#), [HF 709](#), [HF 683](#), [HF 708](#), [HF 352](#), [SF 549](#), [HF 701](#), [HF 700](#), [HF 713](#), [HF 707](#)

Bills withdrawn: [HF 673](#), [HF 580](#), [HF 235](#), [HF 451](#)

The House adjourned at 6:51 PM until Monday, April 17, 2023, at 1:00 PM

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House Meeting Schedule

Standing Committees:
No meetings scheduled.

Appropriation Subcommittees:

Subcommittees on Bills:
No meetings scheduled.

Council, Interim, and Public Hearings:
05/08/2023 10:30 AM [Administrative Rules Review Committee](#) Room 116

Miscellaneous Committee:
No meetings scheduled.

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Popular Publications

[Annual State Budget Analysis](#)
[Email Subscription to Legislative Documents](#)

1 UNIFORM RESIDENTIAL LANDLORD AND TENANT LAW, Ch 562A

CHAPTER 562A UNIFORM RESIDENTIAL LANDLORD AND TENANT LAW

Referred to in §231B.18, 231C.19 Eviction or distress for rent during military service; termination of leases; §29A.101

<p>ARTICLE I GENERAL PROVISIONS AND DEFINITIONS</p> <p>PART 1 SHORT TITLE, CONSTRUCTION, APPLICATION, AND SUBJECT MATTER OF THE ACT</p> <p>562A.1 Short title. 562A.2 Purposes — rules of construction. 562A.3 Supplementary principles of law applicable. 562A.4 Administration of remedies — enforcement.</p> <p>PART 2 SCOPE AND JURISDICTION</p> <p>562A.5 Exclusions from application of chapter.</p> <p>PART 3 GENERAL DEFINITIONS AND PRINCIPLES OF INTERPRETATION — NOTICE</p> <p>562A.6 General definitions. 562A.7 Unconscionability. 562A.8 Notice. 562A.8A Computation of time.</p> <p>PART 4 GENERAL PROVISIONS</p> <p>562A.9 Terms and conditions of rental agreement. 562A.10 Effect of unsigned or undelivered rental agreement. 562A.11 Prohibited provisions in rental agreements.</p> <p>ARTICLE II LANDLORD OBLIGATIONS</p> <p>562A.12 Rental deposits. 562A.13 Disclosure. 562A.14 Landlord to supply possession of dwelling unit. 562A.15 Landlord to maintain fit premises. 562A.16 Limitation of liability.</p> <p>ARTICLE III TENANT OBLIGATIONS</p> <p>562A.17 Tenant to maintain dwelling unit.</p>	<p>ARTICLE IV REMEDIES</p> <p>PART 1 TENANT REMEDIES</p> <p>562A.21 Noncompliance by the landlord — in general. 562A.22 Failure to deliver possession. 562A.23 Wrongful failure to supply heat, water, hot water or essential services. 562A.24 Landlord's noncompliance as defense to action for possession or rent. 562A.25 Fire or casualty damage. 562A.26 Tenant's remedies for landlord's unlawful ouster, exclusion, or diminution of service.</p> <p>PART 2 LANDLORD REMEDIES</p> <p>562A.27 Noncompliance with rental agreement — failure to pay rent — violation of federal regulation. 562A.27A Termination for creating a clear and present danger to others. 562A.27B Right to summon emergency assistance — waiver of rights. 562A.28 Failure to maintain. 562A.29 Remedies for absence, nonuse and abandonment. 562A.29A Method of service of notice on tenant. 562A.30 Waiver of landlord's right to terminate. 562A.31 Landlord liens — distress for rent. 562A.32 Remedy after termination. 562A.33 Recovery of possession limited.</p> <p>PART 3 PERIODIC TENANCY — HOLDOVER — ABUSE OF ACCESS</p> <p>562A.34 Periodic tenancy — holdover remedies. 562A.35 Landlord and tenant remedies for abuse of access.</p> <p>ARTICLE V RETALIATORY ACTION</p> <p>562A.36 Retaliatory conduct prohibited.</p>
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Certificates of Inspection

Before a landlord can rent a house or multiple unit dwelling, the rental property must have a current Certificate/License of Inspection. A Certificate of Inspection is issued when the property meets the requirements of the city's rental housing code.

The housing code sets minimum standards for health and safety of the occupants of the rental property.

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 are required to have a housing code and a method of enforcement.



Lead-Based Paint

Homes and other buildings built before 1978 are likely to contain lead-based paint. Renovation, repair or painting work done in those facilities could release hazardous lead dust which can be harmful.

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.

Go to epa.gov to download free pamphlets

TOXIC EFFECTS OF LEAD ON CHILDREN



BRAIN
& NERVE
DAMAGE



SPEECH
LANGUAGE
& BEHAVIOR
PROBLEMS



REDUCED
GROWTH



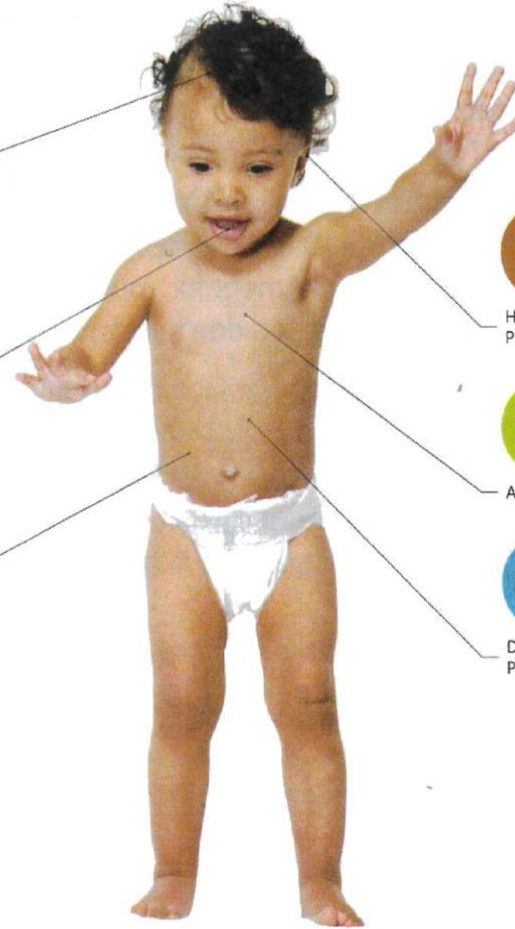
HEARING
PROBLEMS



ANEMIA



DIGESTIVE
PROBLEMS





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 re-infestation.

(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. (30 days DSM)

(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.



TENANT AND LANDLORD RIGHTS AND RESPONSIBILITIES



LEASES ARE LEGAL CONTRACTS

- ❖ **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.**
- ❖ 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 may require court action.**



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.



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 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 Code 562A.15 states: Landlord is to maintain in good and safe working order and condition 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 Code 562A.36 states: landlord may not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession after:**
 - a. **The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety;**
 - b. The tenant has complained to the landlord of a violation under section 562A.15; or
 - c. The tenant has organized or become a member of a tenants' union or similar



Right to Repair and Deduct or Terminate

When a landlord fails to make repairs or maintain the rental unit, a tenant may send a written 7 day non-compliance notice to landlord.

- ❖ The 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 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.**
- ❖ Tenant can also chose a 7 day non-compliance notice to terminate lease notice if the landlord is non-compliant on repairs. If repairs are still not made, the tenant must move out.
- ❖ Sample notices are in our handbook.
- ❖ HOME Inc. recommends either notice to be sent via certified mail, and keep the mail receipt with your copy of the notice. You must add 4 days for the certified mail service.



Right to Privacy - Access

- ❖ 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.
- ❖ 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. 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.



Right to Sublet or Assign

- ❖ 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 new law that tells landlords that they cannot evict a tenant for calling the police for help 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:
 - a) The person calling is the victim of crime,
 - b) The person calling is a victim of domestic abuse,
 - c) The person calling is having a medical emergency,
 - d) The person is calling on behalf of someone in need.



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/ habitable to live in or not. 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 to move into a new place.



Return of the Rental Deposit

- ❖ Iowa law gives the landlord 30 days, after moving out and giving them a 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 at 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 the tenant disagrees with this list, the tenant may file in small claims civil court, within one year, and show their evidence. This is when any pictures will be important.

Further information is available on our website under the FAQ section.



LANDLORD RIGHTS AND RESPONSIBILITIES

Iowa Code 562A.15 states:

- ❖ Comply with all obligations imposed by the building and housing codes, and the rental housing laws.
- ❖ Make all repairs and do whatever is necessary to keep the premises in a fit and habitable condition.
- ❖ Keep common areas of the property clean and safe.
- ❖ **Maintain all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances (including elevators) in a good and safe working order.**
- ❖ Provide receptacles for central collection and removal of ashes, garbage, and rubbish and arrange for their removal.
- ❖ Supply running water, hot water, and reasonable heat at all times.
- ❖ 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.)



Right to Possession of the Rental Unit

- ❖ After the landlord and the tenant have agreed upon the date of occupancy, then the landlord 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 landlord is 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.
- ❖ **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.
- ❖ This should be a term in 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.



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.**
- ❖ **Term/rule changes which substantially modify an existing agreement (such as rent increases, utility changes) can only be presented in a new lease after the other lease expires; or 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 lease can be changed by the actions of both the tenant and the landlord.**
- ❖ 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 to enforce the rental agreement fairly and effectively and promptly.**



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. 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.
- ❖ HOME, Inc. advises 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.**



The Due Process of Eviction—Small Claims Court

- ❖ **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 (3 types)** . 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.

Eviction In Iowa

The legal process and requirements

Ericka Petersen, Iowa Legal Aid

1-800-532-1503

iowalegalaid.org

- ✓ Housing
- ✓ Family Law (for victims of domestic violence)
- ✓ Employment
- ✓ Healthcare
- ✓ Government Benefits
- ✓ Disability Benefits
- ✓ Consumer Debt
- ✓ Collateral Consequences



Eviction

- Eviction is a process by which someone who has no valid right to possess real property is removed.
- The vast majority of evictions in Iowa fall under Iowa Code Chapter 648, “Forcible Entry and Detainer.”
- Iowa Code Chapters 562A and 562B govern landlord tenant and manufactured housing evictions.
- A forcible entry and detainer action under Chapter 648 is an expedited summary remedy and therefore strict compliance with every rule and technicality is **REQUIRED**.

In Iowa, the tenant has a right to possess until a court orders otherwise

- ✓ Constructive eviction is illegal.
- ✓ Self help eviction is illegal.



The Eviction Process: An Overview

1. Landlord serves pre-suit notice to terminate
 - a) 3 day for nonpayment
 - b) 3 day for clear and present danger
 - c) 7 day for breach + 3 day to quit
 - d) 30 / 60 day for holdover + 3 day to quit
2. If tenant does not cure, FED original notice is filed & court sets hearing
3. Tenant is served with FED original notice
4. Hearing date – one of several outcomes
 - a) Case dismissed by LL before hearing
 - b) No one appears. Case dismissed by court
 - c) LL appears, tenant does not. Writ of possession issues by default (usually)
 - d) Both parties appear. Trial. Judge finds for one or the other.
 - e) Both parties appear and mediate.
 - i. Agreement to make payments and remain
 - ii. Agreement to leave

Grounds for Eviction in Iowa

- Nonpayment of rent
- Holdover
- Lease violations
- Clear and Present Danger
- (a few others not relevant here)

Proper Written Notice Is Required To Evict

- 3-Day to Cure for Nonpayment of Rent
- 7-Day to Cure for a Lease Violation
- 3-Day Notice to Quit for Clear and Present Danger
 - Domestic Abuse protections
 - Very specific requirements
 - Frequently misused
- 30 (90) Day Notice to Terminate
 - 30 days prior to rent due
 - Followed by 3-Day Notice to Quit

Notices and Court Filings Must be Properly Served

- Personal Service
 - Sheriff or process server
 - NOT the landlord or affiliates
- Accepted and Signed by Tenant
- Certified Mail, Regular Mail AND Posting
 - Must be all three
 - Tenant not considered served for four days



The Eviction Process: An Overview

4. Hearing date – one of several outcomes
 - a) Case dismissed by LL before hearing
 - b) No one appears. Case dismissed by court
 - c) LL appears, tenant does not. Writ of possession issues by default (usually)
 - d) Both parties appear. Trial. Judge finds for one or the other.
 - e) Both parties appear and mediate.
 - i. Agreement to make payments and remain
 - ii. Agreement to leave

5. **If** the tenant is evicted, the Clerk of Court will issue the Writ of Possession. The County Sheriff will execute the Writ of Possession (sometimes the Sheriff will provide the tenant with a notice indicating when the execution of the writ will take place). **A tenant cannot be removed until the sheriff executes the writ.**

Rent Assistance May Also Be Available

- 211
- Houseiowa.org
- General Assistance
- Local Churches
- Local Housing Authority

Often, the inability to pay rent is a symptom of a legal issue. Iowa Legal Aid may be able to help!

- ✓ Housing
- ✓ Family Law (for victims of domestic violence)
- ✓ Employment
- ✓ Healthcare
- ✓ Government Benefits
- ✓ Disability Benefits
- ✓ Consumer Debt
- ✓ Collateral Consequences



1-800-532-1503

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Questions?