

**562B.10 Terms and conditions of rental agreement.**

1. The landlord and tenant may include in a rental agreement terms and conditions not prohibited by [this chapter](#) or other rule of law including rent, term of the agreement and other provisions governing the rights and obligations of the parties.

2. The tenant shall pay as rent the amount stated in the rental agreement. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the mobile home space.

3. Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed periodic rent is payable at the beginning of any term and thereafter in equal monthly installments. Rent shall be uniformly apportionable from day to day.

4. For rental agreements in which the rent does not exceed seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twelve dollars per day or a total amount of sixty dollars per month. For rental agreements in which the rent is greater than seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twenty dollars per day or a total amount of one hundred dollars per month.

5. Rental agreements shall be for a term of one year unless otherwise specified in the rental agreement. Rental agreements shall be canceled by at least ninety days' written notice given by either party. A landlord shall not cancel a rental agreement solely for the purpose of making the tenant's mobile home space available for another mobile home.

6. If a tenant should die, the surviving joint tenant or tenant in common in the mobile home shall continue as tenant with all rights, privileges and liabilities as the original tenant.

7. *a.* If a tenant who was sole owner of a mobile home dies during the term of a rental agreement then that person's heirs at law or the personal representative of the decedent's estate, or the landlord shall have the right to cancel the tenant's lease by giving sixty days' written notice to the person's heirs at law or the personal representative of the decedent's estate, or to the landlord, whichever is appropriate, and the heirs at law or the personal representative of the decedent's estate, shall have the same rights, privileges, and liabilities of the original tenant, provided that such heirs at law and personal representative of the estate shall not have the right to occupy or otherwise use the home or mobile home space as a tenant unless approved by the landlord as a tenant. In the event the landlord, after such a written notice is given and the tenant's lease is canceled, brings an action for forcible entry and detainer or action for abandonment, the estate of the tenant and the person's located heirs at law or personal representative shall be named as defendants in the action. The landlord may serve notice upon such defendants pursuant to the method set forth in [section 562B.27A, subsection 1](#), paragraph "c", or by mailing notice by both regular mail and certified mail, as defined in [section 618.15](#), to the defendant's last known address.

*b.* (1) If a tenant who was sole owner of a mobile home dies during the term of a rental agreement resulting in the mobile home being abandoned as provided in [section 562B.27, subsection 1](#), and the landlord cannot, despite due diligence, locate such a tenant's heirs at law or personal representative, then the landlord may bring an action for abandonment as provided in [section 555B.3](#), naming as defendants the estate of the tenant and all unknown heirs at law of the tenant, and, upon the landlord's filing of an affidavit that personal service cannot be had on any heirs at law, personal representative, or estate of the tenant, the court shall permit original notice of such action to be served by publication pursuant to subparagraph (2).

(2) Publication of original notice shall be made once each week for three consecutive weeks in a newspaper of general circulation published in the county where the petition is filed, pursuant to the Iowa rules of civil procedure. Service is complete after the third consecutive weekly publication.

(3) In the event any tax lien or other liens exist on the mobile home, the landlord may proceed with an action for abandonment as provided in [section 555B.3](#), except that the notice shall be provided to the county treasurer as provided in [section 555B.4, subsection 3](#), if a tax lien exists, and personal service pursuant to the Iowa rules of civil procedure shall be made upon any lienholder no less than twenty days before the hearing. Any notice to a lienholder

shall state that failure to assert a claim to the mobile home is deemed a waiver of all rights, title, claims, and interest in the mobile home and is deemed consent to the sale or disposal of the mobile home. If personal service upon the lienholder cannot be completed in time to give the lienholder the minimum notice required by [this subsection](#), the court may set a new hearing date.

8. Improvements, except a natural lawn, purchased and installed by a tenant on a mobile home space shall remain the property of the tenant even though affixed to or in the ground and may be removed or disposed of by the tenant prior to the termination of the tenancy, provided that a tenant shall leave the mobile home space in substantially the same or better condition than upon taking possession.

[C79, 81, §562B.10]

[2013 Acts, ch 97, §10](#); [2022 Acts, ch 1070, §4, 6, 7, 25](#)

Referred to in [§555B.4, 562B.27A](#)

2022 amendment to subsection 5 applies to rent increases first noticed under [chapter 562B](#) occurring on or after May 17, 2022; 2022 Acts, ch 1070, §7

Subsections 5 and 7 amended