

562B.23A Wrongful failure to supply running water or essential services.

1. If contrary to the rental agreement or [section 562B.16](#) the landlord deliberately or negligently fails to supply running water or other essential services, the tenant may give written notice to the landlord specifying the breach and may do one of the following:

a. Procure reasonable amounts of water or other essential services during the period of the landlord's noncompliance and deduct the actual and reasonable cost from the rent.

b. Recover damages based upon the diminution in the fair market value of the mobile home space.

c. Recover any rent already paid for the period of the landlord's noncompliance which shall be reimbursed on a pro rata basis.

2. If the tenant proceeds under [this section](#), the tenant may not proceed under [section 562B.22](#) as to that breach.

3. The rights under [this section](#) do not arise until the tenant has given notice to the landlord or if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the consent of the tenant.

[2022 Acts, ch 1070, §9, 10](#)