

House File 2562

S-5137

1 Amend House File 2562, as amended, passed, and reprinted by  
2 the House, as follows:

3 1. By striking everything after the enacting clause and  
4 inserting:

5 <DIVISION I

6 GROUNDS FOR TERMINATION OF TENANCY

7 Section 1. Section 562B.10, Code 2022, is amended by adding  
8 the following new subsection:

9 NEW SUBSECTION. 4A. A landlord may only terminate a tenancy  
10 if the tenant engages in any of the following or for any of the  
11 following reasons:

12 a. A material noncompliance with the rental agreement.

13 b. A material violation of the manufactured home community  
14 or mobile home park rules or regulations.

15 c. Any other violation of this chapter for which termination  
16 is a remedy.

17 d. A legitimate and material business reason the impact of  
18 which is not specific to one tenant.

19 e. A change in the use of the land if change in the use of  
20 the land is included in the rental agreement as grounds for  
21 termination or nonrenewal.

22 Sec. 2. EFFECTIVE DATE. This division of this Act, being  
23 deemed of immediate importance, takes effect upon enactment.

24 Sec. 3. APPLICABILITY. This division of this Act applies  
25 to terminations of tenancies on or after the effective date of  
26 this division of this Act.

27 DIVISION II

28 RETALIATION

29 Sec. 4. Section 562B.32, subsection 1, paragraph d, Code  
30 2022, is amended to read as follows:

31 d. For exercising any of the rights and remedies pursuant  
32 to this chapter or chapter 216.

33 Sec. 5. Section 562B.32, subsection 2, Code 2022, is amended  
34 to read as follows:

35 2. If the landlord acts in violation of subsection 1

1 of this section, the tenant is entitled to the remedies  
2 provided in section 562B.24 and has a defense in an action for  
3 possession. In an action by or against the tenant, evidence  
4 of a complaint within ~~six months~~ one year prior to the alleged  
5 act of retaliation creates a presumption that the landlord's  
6 conduct was in retaliation. The presumption does not arise  
7 if the tenant made the complaint after notice of termination  
8 of the rental agreement. For the purpose of this subsection,  
9 "presumption" means that the trier of fact must find the  
10 existence of the fact presumed unless and until evidence is  
11 introduced which would support a finding of its nonexistence.

12 Sec. 6. EFFECTIVE DATE. This division of this Act, being  
13 deemed of immediate importance, takes effect upon enactment.

14 DIVISION III

15 CONSUMER FRAUD

16 Sec. 7. Section 562B.4, Code 2022, is amended by adding the  
17 following new subsection:

18 NEW SUBSECTION. 3. A violation of this chapter by a  
19 landlord, or an agent of the landlord, is an unlawful practice  
20 under section 714.16.

21 Sec. 8. Section 714.16, subsection 2, Code 2022, is amended  
22 by adding the following new paragraph:

23 NEW PARAGRAPH. *g*. It is an unlawful practice for a landlord  
24 or the landlord's agent to violate any of the provisions of  
25 chapter 562B.

26 Sec. 9. EFFECTIVE DATE. This division of this Act, being  
27 deemed of immediate importance, takes effect upon enactment.

28 Sec. 10. APPLICABILITY. This division of this Act applies  
29 to violations of chapter 562B occurring on or after the  
30 effective date of this division of this Act.

31 DIVISION IV

32 RENT INCREASES

33 Sec. 11. Section 562B.14, subsection 7, Code 2022, is  
34 amended by striking the subsection and inserting in lieu  
35 thereof the following:

1 7. a. A landlord shall not increase the amount of rent due  
2 by any tenant in a manufactured home community or mobile home  
3 park unless the tenant is notified, in writing, of the rent  
4 increase at least one hundred eighty days before the effective  
5 date of the rent increase. The effective date of any increase  
6 in the amount of rent shall not be less than one year after  
7 either the effective date of the most recent rent increase or  
8 the beginning of the tenancy, whichever is later.

9 b. (1) Subject to paragraph "a", a landlord may increase  
10 the amount of rent due by any tenant in an amount greater than  
11 the average annual increase of the consumer price index for all  
12 urban consumers in the midwest region for the most recently  
13 available preceding thirty-six-month period, if the landlord  
14 demonstrates the increase is justified for all of the following  
15 conditions:

16 (a) The landlord, during the preceding twelve-month period,  
17 has not been found in violation of any provision of this  
18 chapter that threatens the health or safety of the tenants of  
19 or visitors to the manufactured home community or mobile home  
20 park that persists for more than fifteen days, beginning on the  
21 day the landlord received notice of such violation.

22 (b) The proposed rent increase is directly related to  
23 operating, maintaining, or improving the manufactured home  
24 community or mobile home park, and is justified by one or more  
25 of the following factors:

26 (i) The completion and cost of any capital improvements or  
27 repair work in the manufactured home community or mobile home  
28 park, as distinguished from ordinary repair, replacement, and  
29 maintenance.

30 (ii) An increase in property taxes due on the manufactured  
31 home community or mobile home park.

32 (iii) If the landlord is responsible for payment of one  
33 or more utilities, an increase in utility expenses within the  
34 manufactured home community or mobile home park.

35 (iv) An increase in insurance costs and financing

1 associated with the manufactured home community or mobile home  
2 park.

3 (v) An increase in reasonable operating and maintenance  
4 expenses relating to the manufactured home community or mobile  
5 home park.

6 (vi) An increase in market rent. For purposes of this  
7 section, "*market rent*" means that rent which would result from  
8 market forces absent an unequal bargaining position between the  
9 landlord and tenants. In determining market rent, relevant  
10 considerations include rents charged to recent new tenants of  
11 the manufactured home community or mobile home park or rents  
12 charged by comparable manufactured home communities or mobile  
13 home parks. To be comparable, a manufactured home community or  
14 mobile home park must be within the competitive area and must  
15 offer similar facilities, services, amenities, and management.

16 (c) The department of revenue shall monitor the consumer  
17 price index for all urban consumers in the midwest region and  
18 report the relevant data to the consumer protection division of  
19 the office of the attorney general for periodic publication.

20 *c.* The written notice of a rent increase provided to the  
21 tenant shall include the specific reasons for the increase  
22 including the justification under paragraph "*b*", if applicable.

23 *d.* A decrease in the number or quality of amenities,  
24 services, or utilities provided under the rental agreement  
25 without a corresponding and proportionate reduction in rent  
26 shall be considered a rent increase for the purposes of this  
27 chapter.

28 Sec. 12. EFFECTIVE DATE. This division of this Act, being  
29 deemed of immediate importance, takes effect upon enactment.

30 Sec. 13. APPLICABILITY. The following applies to rent  
31 increases under chapter 562B occurring on or after the  
32 effective date of this division of this Act:

33 Section 562B.14, subsection 7, paragraphs "*a*" and "*d*", as  
34 enacted in this division of this Act.

35 Sec. 14. APPLICABILITY. The following applies to rent

1 increases under chapter 562B occurring on or after July 1,  
2 2022:

3 Section 562B.14, subsection 7, paragraphs "b" and "c", as  
4 enacted in this division of this Act.

5 DIVISION V

6 LANDLORD REMEDIES AND PROCEDURES

7 Sec. 15. Section 555B.3, Code 2022, is amended to read as  
8 follows:

9 **555B.3 Action for abandonment — jurisdiction.**

10 A real property owner not requesting notification by the  
11 sheriff as provided in [section 555B.2](#) may bring an action  
12 alleging abandonment in the court within the county where the  
13 real property is located ~~provided that there is no lien on~~  
14 ~~the mobile home or personal property other than a tax lien~~  
15 ~~pursuant to [chapter 435](#)~~. The action shall be tried as an  
16 equitable action. Unless commenced as a small claim, the  
17 petition shall be presented to a district judge. Upon receipt  
18 of the petition, either the court or the clerk of the district  
19 court shall set a date for a hearing not later than fourteen  
20 days from the date of the receipt of the petition, except when  
21 there is a lien on the mobile home or personal property, other  
22 than a tax lien, the court or the clerk of the district court  
23 shall set a date for a hearing no sooner than twenty-five days  
24 from the date of the receipt of the petition so as to allow for  
25 service on the lienholder.

26 Sec. 16. Section 555B.4, Code 2022, is amended by adding the  
27 following new subsection:

28 NEW SUBSECTION. 4. If a lien, other than a tax lien, exists  
29 on the mobile home or personal property at the time an action  
30 for abandonment is initiated, personal service pursuant to rule  
31 of civil procedure 1.305 shall be made upon the lienholder  
32 no less than twenty days before the hearing. The notice to  
33 the lienholder shall describe the mobile home and shall state  
34 the docket, case number, date, time at which the hearing is  
35 scheduled, and the lienholder's right to assert a claim to

1 the mobile home at the hearing. The notice shall also state  
2 that failure to assert a claim to the mobile home within the  
3 judicial proceedings is deemed a waiver of all right, title,  
4 claim, and interest in the mobile home and is deemed consent to  
5 the sale or disposal of the mobile home. If personal service  
6 upon the lienholder cannot be completed in time to give the  
7 lienholder the minimum notice required by this section, the  
8 court may set a new hearing date.

9 Sec. 17. Section 555B.8, subsections 2 and 3, Code 2022, are  
10 amended to read as follows:

11 2. If Except as otherwise ordered by the court, if the  
12 mobile home owner or other claimant asserts a claim to the  
13 property, the judgment shall be satisfied before the mobile  
14 home owner or other claimant may take possession of the mobile  
15 home or personal property.

16 3. If no claim is asserted to the mobile home or personal  
17 property or if the judgment is not satisfied at the time of  
18 entry, an order shall be entered allowing the real property  
19 owner to sell or otherwise dispose of the mobile home and  
20 personal property pursuant to [section 555B.9](#). If Except as  
21 otherwise ordered by the court, if a claimant satisfies the  
22 judgment at the time of entry, the court shall enter an order  
23 permitting and directing the claimant to remove the mobile home  
24 or personal property from its location within a reasonable time  
25 to be fixed by the court. The court shall also determine the  
26 amount of further rent or storage charges to be paid by the  
27 claimant to the real property owner at the time of removal.

28 Sec. 18. Section 555B.9, subsections 1, 2, 3, and 4, Code  
29 2022, are amended to read as follows:

30 1. Pursuant to an order for disposal under section 555B.8,  
31 subsection 3, the real property owner shall dispose of the  
32 mobile home and personal property by public or private sale in  
33 a commercially reasonable manner. If the personal property,  
34 lienholder, owner, or other claimant has asserted a claim  
35 to the mobile home or personal property within the judicial

1 proceedings, that person shall be notified of the sale by  
2 restricted certified mail not less than five days before the  
3 sale. The notice is deemed given upon the mailing. The real  
4 property owner may buy at any public sale, and if the mobile  
5 home or personal property is of a type customarily sold in  
6 a recognized market or is the subject of widely distributed  
7 standard price quotations, the real property owner may buy at a  
8 private sale.

9 2. A sale pursuant to [subsection 1](#) transfers to the  
10 purchaser for value, all of the mobile home owner's rights  
11 in the mobile home and personal property, and discharges the  
12 real property owner's interest in the mobile home and personal  
13 property, and any tax lien, and any other lien. The purchaser  
14 takes free of all rights and interests even though the real  
15 property owner fails to comply with the requirements of this  
16 chapter or of any judicial proceedings, if the purchaser acts  
17 in good faith.

18 3. The proceeds of the sale of mobile home and personal  
19 property shall be distributed as follows:

20 *a.* First, to satisfy the real property owner's judgment  
21 obtained under [section 555B.8](#).

22 *b.* Second, to satisfy any tax lien for which a claim was  
23 asserted pursuant to [section 555B.4, subsection 3](#).

24 *oc.* Third, to satisfy any other lien for which a claim was  
25 asserted pursuant to section 555B.4, subsection 4.

26 *c.* Any surplus remaining after the proceeds are distributed  
27 shall be held by the real property owner for six months. If  
28 the mobile home owner fails to claim the surplus in that time,  
29 the surplus may be retained by the real property owner. If  
30 a deficiency remains after distribution of the proceeds, the  
31 mobile home owner is liable for the amount of the deficiency.

32 4. Notwithstanding [subsections 1 through 3](#), the real  
33 property owner may propose to retain the mobile home and  
34 personal property in satisfaction of the judgment obtained  
35 pursuant to [section 555B.8](#). Written notice of the proposal

1 shall be sent to the mobile home owner, lienholder, or other  
2 claimant, if that person has asserted a claim to the mobile  
3 home or personal property in the judicial proceedings. If  
4 the real property owner receives objection in writing from  
5 the mobile home owner, lienholder, or other claimant within  
6 twenty-one days after the notice was sent, the real property  
7 owner shall dispose of the mobile home and personal property  
8 pursuant to subsection 1. If no written objection is received  
9 by the real property owner within twenty-one days after the  
10 notice was sent, the mobile home and personal property may be  
11 retained. Retention of the mobile home and personal property  
12 discharges the judgment of the real property owner, and any tax  
13 lien, and any other lien.

14 Sec. 19. Section 562A.9, subsection 4, Code 2022, is amended  
15 to read as follows:

16 4. For rental agreements in which the rent does not exceed  
17 seven hundred dollars per month, a rental agreement shall not  
18 provide for a late fee that exceeds twelve dollars per day or a  
19 total amount of sixty dollars per month. For rental agreements  
20 in which the rent is greater than seven hundred dollars per  
21 month but less than one thousand four hundred dollars per  
22 month, a rental agreement shall not provide for a late fee that  
23 exceeds twenty dollars per day or a total amount of one hundred  
24 dollars per month. For rental agreements in which the rent is  
25 at least one thousand four hundred dollars per month, a rental  
26 agreement shall not provide for a late fee that exceeds two  
27 percent of the rent per day or a total amount of ten percent of  
28 the rent per month.

29 Sec. 20. Section 562B.10, subsections 4 and 7, Code 2022,  
30 are amended to read as follows:

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



1 month but less than one thousand four hundred dollars per  
2 month, a rental agreement shall not provide for a late fee that  
3 exceeds twenty dollars per day or a total amount of one hundred  
4 dollars per month. For rental agreements in which the rent is  
5 at least one thousand four hundred dollars per month, a rental  
6 agreement shall not provide for a late fee that exceeds two  
7 percent of the rent per day or a total amount of ten percent of  
8 the rent per month.

9 7. a. If a tenant who was sole owner of a mobile home dies  
10 during the term of a rental agreement then that person's heirs  
11 or legal representative or the landlord shall have the right  
12 to cancel the tenant's lease by giving sixty days' written  
13 notice to the person's heirs or legal representative or to  
14 the landlord, whichever is appropriate, and the heirs or the  
15 legal representative shall have the same rights, privileges and  
16 liabilities of the original tenant.

17 b. (1) If a tenant who was sole owner of a mobile home dies  
18 during the term of a rental agreement resulting in the mobile  
19 home being abandoned as provided in section 562B.27, subsection  
20 1, and the landlord cannot, despite due diligence, locate such  
21 tenant's heirs or legal representatives, then the landlord may  
22 bring an action for abandonment as provided in section 555B.3,  
23 naming as defendants the estate of the tenant and any and all  
24 unknown heirs of the tenant and, upon the landlord's filing  
25 of an affidavit that personal service cannot be had on any  
26 heir, legal representative, or estate of the tenant, the court  
27 shall permit original notice of such action to be served by  
28 publication pursuant to subparagraph (2) of this paragraph.

29 (2) Publication of the original notice shall be made  
30 once each week for three consecutive weeks in a newspaper of  
31 general circulation published in the county where the petition  
32 is filed, as provided in rules of civil procedure 1.313 and  
33 1.314. Service is complete after the third consecutive weekly  
34 publication.

35 (3) In the event any tax lien or other lien exists on

1 the mobile home, the landlord may proceed with an action for  
2 abandonment as provided in section 555B.3, except that:

3 (a) Notice shall be provided to the county treasurer as  
4 provided in section 555B.4, subsection 3, if a tax lien exists.

5 (b) Personal service pursuant to rule of civil procedure  
6 1.305 shall be made upon any lienholder no less than twenty  
7 days before the hearing.

8 (4) Any notice to a lienholder shall state that failure  
9 to assert a claim to the mobile home is deemed a waiver of  
10 all right, title, claim, and interest in the mobile home and  
11 is deemed consent to the sale or disposal of the mobile home.  
12 If personal service upon the lienholder cannot be completed  
13 in time to give the lienholder the minimum notice required by  
14 subparagraph (3), the court may set a new hearing date.

15 Sec. 21. Section 648.5, subsection 1, Code 2022, is amended  
16 to read as follows:

17 1. An action for forcible entry and detainer shall be  
18 brought in a county where all or part of the premises is  
19 located. Such an action shall be tried as an equitable action.  
20 Upon receipt of the petition, the court shall set a date,  
21 time, and place for hearing. The court shall set the date  
22 of hearing no later than eight days from the filing date,  
23 except that the court shall set a later hearing date no later  
24 than fifteen days from the date of filing if the plaintiff  
25 requests or consents to the later date of hearing. The  
26 requirement regarding the setting of the initial hearing is not  
27 a jurisdictional requirement and does not affect the court's  
28 subject matter jurisdiction to hear the action for forcible  
29 entry and detainer.

30 DIVISION VI

31 MANUFACTURED HOUSING PROGRAM FUND

32 Sec. 22. Section 16.45, subsection 1, Code 2022, is amended  
33 to read as follows:

34 1. A manufactured housing program fund is created within  
35 the authority to further the goal of providing affordable

1 housing to Iowans. The moneys in the fund are to be used for  
2 the purpose of providing funding to financial institutions or  
3 other lenders to finance the purchase by an individual of a  
4 manufactured home that is in compliance with all laws, rules,  
5 and standards that are applicable to manufactured homes and  
6 manufactured housing. ~~The manufactured housing program fund  
7 is designed exclusively for manufactured homes sited on leased  
8 land.~~

9 DIVISION VII

10 TENANT COUNTERCLAIM FOR LANDLORD NONCOMPLIANCE

11 Sec. 23. Section 562B.25, Code 2022, is amended by adding  
12 the following new subsection:

13 NEW SUBSECTION. 5. *a.* In an action for possession based  
14 upon nonpayment of the rent or in an action for rent where the  
15 tenant is in possession, the tenant may counterclaim for an  
16 amount which the tenant may recover under the rental agreement  
17 or this chapter. In that event, the court from time to time  
18 may order the tenant to pay into court all or part of the rent  
19 accrued and thereafter accruing, and shall determine the amount  
20 due to each party. The party to whom a net amount is owed  
21 shall be paid first from the money paid into court, and the  
22 balance by the other party. If rent does not remain due after  
23 application of this section, judgment shall be entered for  
24 the tenant in the action for possession. If the defense or  
25 counterclaim by the tenant is without merit and is not raised  
26 in good faith, the landlord may recover reasonable attorney  
27 fees.

28 *b.* In an action for rent where the tenant is not in  
29 possession, the tenant may counterclaim as provided in  
30 paragraph "a", but the tenant is not required to pay any rent  
31 into court.

32 Sec. 24. EFFECTIVE DATE. This division of this Act, being  
33 deemed of immediate importance, takes effect upon enactment.

34 Sec. 25. APPLICABILITY. This division of this Act applies  
35 to actions for possession filed on or after the effective date

1 of this division of this Act.

2 DIVISION VIII  
3 UTILITY CHARGES

4 Sec. 26. Section 562B.14, subsection 6, Code 2022, is  
5 amended to read as follows:

6 6. The landlord or any person authorized to enter into  
7 a rental agreement on the landlord's behalf shall provide  
8 a written explanation of utility rates, fees, charges, and  
9 services, subject to section 562B.16, subsection 3, to the  
10 prospective tenant before the rental agreement is signed unless  
11 the utility charges are paid by the tenant directly to the  
12 utility company.

13 Sec. 27. Section 562B.16, Code 2022, is amended by adding  
14 the following new subsection:

15 NEW SUBSECTION. 3. A landlord that is responsible for  
16 payment of utilities being provided to the tenant shall not  
17 charge to the tenant an amount in excess of the actual cost of  
18 the utility and as specified in writing under section 562B.14,  
19 subsection 6. In addition to the actual cost of the utility,  
20 a landlord that is responsible for the payment of one or more  
21 utilities being provided to the tenant may impose a monthly  
22 utility administration fee to each tenant not to exceed five  
23 dollars per month. The amount of the utility administration  
24 fee shall not exceed five dollars per month regardless of the  
25 number of utilities being provided or the actual cost of the  
26 utilities being provided.

27 Sec. 28. Section 562B.25, Code 2022, is amended by adding  
28 the following new subsection:

29 NEW SUBSECTION. 2A. The failure of a tenant to pay utility  
30 charges that exceed the actual cost of the utility provided  
31 as required by section 562B.16, subsection 3, shall not be  
32 considered noncompliance with the rental agreement.

33 Sec. 29. Section 714H.3, subsection 2, Code 2022, is amended  
34 by adding the following new paragraph:

35 NEW PARAGRAPH. *h.* Section 562B.16, subsection 3.

1 DIVISION IX  
2 UNLAWFUL OUSTER

3 Sec. 30. Section 562B.24, Code 2022, is amended to read as  
4 follows:

5 **562B.24 Tenant's remedies for landlord's unlawful ouster,**  
6 **exclusion or diminution of services.**

7 If the landlord unlawfully removes or excludes the tenant  
8 from the manufactured home community or mobile home park or  
9 willfully diminishes services to the tenant by interrupting  
10 or causing the interruption of electric, gas, water or other  
11 essential service to the tenant, the tenant may recover  
12 possession, require the restoration of essential services or  
13 terminate the rental agreement and, in either case, recover an  
14 amount not to exceed two months' periodic rent, and twice the  
15 actual damages sustained by the tenant, and reasonable attorney  
16 fees. If the rental agreement is terminated, the landlord  
17 shall return all prepaid rent and security.

18 Sec. 31. EFFECTIVE DATE. This division of this Act, being  
19 deemed of immediate importance, takes effect upon enactment.

20 Sec. 32. APPLICABILITY. This division of this Act applies  
21 to actions under section 562B.24 filed on or after the  
22 effective date of this division of this Act.

23 DIVISION X

24 WRONGFUL FAILURE TO PROVIDE ESSENTIAL SERVICES

25 Sec. 33. NEW SECTION. **562B.23A Wrongful failure to supply**  
26 **running water or essential services.**

27 1. If contrary to the rental agreement or section 562B.16  
28 the landlord deliberately or negligently fails to supply  
29 running water or other essential services, the tenant may give  
30 written notice to the landlord specifying the breach and may  
31 do one of the following:

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

35 b. Recover damages based upon the diminution in the fair

1 market value of the mobile home or mobile home space.

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

5 2. If the tenant proceeds under this section, the tenant may  
6 not proceed under section 562B.22 as to that breach.

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

12 Sec. 34. EFFECTIVE DATE. This division of this Act, being  
13 deemed of immediate importance, takes effect upon enactment.

14 Sec. 35. APPLICABILITY. This division of this Act applies  
15 to actions under section 562B.23A filed on or after the  
16 effective date of this division of this Act.

17 DIVISION XI

18 TENANT CORRECTING DEFICIENCIES

19 Sec. 36. Section 562B.25, Code 2022, is amended by adding  
20 the following new subsection:

21 NEW SUBSECTION. 4A. In any action by a landlord for  
22 possession based upon nonpayment of rent, proof by the tenant  
23 of all of the following shall be a defense to any action or  
24 claim for possession by the landlord, and the amounts expended  
25 by the tenant in correcting the deficiencies shall be deducted  
26 from the amount claimed by the landlord as unpaid rent:

27 *a.* That the landlord failed to comply either with the rental  
28 agreement or with section 562B.16.

29 *b.* That the tenant notified the landlord at least seven  
30 days prior to the due date of the tenant's rent payment of the  
31 tenant's intention to correct the condition constituting the  
32 breach referred to in paragraph "a" at the landlord's expense.

33 *c.* That the reasonable cost of correcting the condition  
34 constituting the breach is equal to or less than one month's  
35 periodic rent.

1 d. That the tenant in good faith caused the condition  
2 constituting the breach to be corrected prior to receipt of  
3 written notice of the landlord's intention to terminate the  
4 rental agreement for nonpayment of rent.

5 Sec. 37. EFFECTIVE DATE. This division of this Act, being  
6 deemed of immediate importance, takes effect upon enactment.

7 Sec. 38. APPLICABILITY. This division of this Act applies  
8 to actions by a landlord for possession filed on or after the  
9 effective date of this division of this Act.

10

DIVISION XII

11

DENIAL OF RENTAL OR REFUSAL OF SALE

12 Sec. 39. Section 562B.19, subsection 3, paragraphs a and c,  
13 Code 2022, are amended to read as follows:

14 a. Deny rental unless the tenant or prospective tenant  
15 cannot conform to manufactured home community or park rules  
16 and regulations. A decision to deny rental shall conform  
17 to recognized principles, rules, and standards generally  
18 accepted by the professional manufactured home community or  
19 park industry to ensure the commercially reasonable safety and  
20 financial security of comparable manufactured home communities  
21 or mobile home parks. A landlord shall deliver the decision  
22 in writing to the tenant or prospective tenant as soon as  
23 commercially feasible and shall provide the basis for a denial  
24 in writing to the tenant or prospective tenant at the time of  
25 the decision.

26 c. Deny any resident of a manufactured home community  
27 or mobile home park the right to sell that person's mobile  
28 home at a price of the person's own choosing, but may reserve  
29 the right to approve the purchaser of such mobile home as  
30 a tenant but such permission shall only be withheld for a  
31 legitimate business reason within the recognized principles,  
32 rules, and standards described in paragraph "a", and may not be  
33 unreasonably withheld, provided however, that the landlord may,  
34 in the event of a sale to a third party, in order to upgrade  
35 the quality of the manufactured home community or mobile home

1 park, require that any mobile home in a rundown condition or in  
2 disrepair be removed from the manufactured home community or  
3 park within sixty days. If the landlord refuses to approve the  
4 purchaser of the mobile home as a tenant, a legitimate business  
5 reason for the refusal shall be provided in writing to the  
6 resident who is selling the mobile home.

7 DIVISION XIII

8 PROHIBITED RENTAL AGREEMENT PROVISION — HOME EQUIPMENT

9 Sec. 40. Section 562B.11, subsection 1, Code 2022, is  
10 amended by adding the following new paragraph:

11 NEW PARAGRAPH. e. Agrees to modify the physical  
12 characteristics or equipment of the mobile home, manufactured  
13 home, or modular home if the modification impairs the ability  
14 of the tenant to move the home from the mobile home space,  
15 unless otherwise required by federal or state law or by local  
16 ordinance.

17 DIVISION XIV

18 RENTAL AGREEMENT TERMS

19 Sec. 41. Section 562B.11, subsection 1, Code 2022, is  
20 amended by adding the following new paragraphs:

21 NEW PARAGRAPH. f. Authorizes imposition of fines,  
22 penalties, or fees solely as a punishment or in amounts in  
23 excess of actual damages or costs incurred.

24 NEW PARAGRAPH. g. Authorizes a person to confess judgment  
25 on a claim arising out of the rental agreement.

26 NEW PARAGRAPH. h. Authorizes prohibitions, limitations,  
27 additional deposits, or other restrictive policies that are  
28 not based on ordinary wear and tear expected to occur during a  
29 tenancy or that are not based on community safety standards.

30 Sec. 42. Section 562B.11, subsection 3, Code 2022, is  
31 amended to read as follows:

32 3. A provision prohibited by [this section](#) included in a  
33 rental agreement is unenforceable. If a landlord ~~or tenant~~  
34 knowingly and willfully uses a rental agreement containing  
35 provisions known to be prohibited by [this chapter](#), the ~~other~~



1 party tenant may recover actual damages sustained by the tenant  
2 and not more than three months' periodic rent and reasonable  
3 attorney fees.

4 DIVISION XV

5 RENTAL DEPOSITS

6 Sec. 43. Section 562B.7, subsection 12, Code 2022, is  
7 amended to read as follows:

8 12. "*Rental deposit*" means a deposit of money to secure  
9 performance of a ~~mobile home space~~ rental agreement under this  
10 chapter ~~other than a deposit which is exclusively in advance~~  
11 ~~payment of rent.~~

12 Sec. 44. Section 562B.13, subsection 2, Code 2022, is  
13 amended to read as follows:

14 2. All rental deposits shall be held by the landlord for  
15 the tenant, who is a party to the agreement, in a bank, credit  
16 union, or savings and loan association which is insured by an  
17 agency of the federal government. Rental deposits shall not be  
18 commingled with the personal funds of the landlord. All rental  
19 deposits may be held in a trust account, which may be a common  
20 trust account and which may be an interest-bearing account.  
21 Any interest earned on a rental deposit during the first five  
22 years of a tenancy shall be the property of the landlord.

23 Sec. 45. Section 562B.13, Code 2022, is amended by adding  
24 the following new subsection:

25 NEW SUBSECTION. 9. The court may, in any action on a rental  
26 agreement, award reasonable attorney fees to the prevailing  
27 party.

28 DIVISION XVI

29 LANDLORD SALES

30 Sec. 46. NEW SECTION. 562B.17A Sale of mobile home by  
31 landlord.

32 1. Any sale of a mobile home located in a manufactured  
33 home community or mobile home park by a landlord or landlord's  
34 agent shall be by written agreement and the landlord shall  
35 produce and assign the current certificate of title obtained

1 from the department of transportation. The agreement shall  
2 state the basic terms of sale, including the total cost of  
3 the mobile home, finance charges, annual percentage rate, and  
4 the frequency and amount of each installment payment. Such  
5 agreement shall comply with the finance charge rate limitation  
6 in section 103A.58, subsection 1.

7 2. Any such sale that does not comply with this section  
8 may be voided by the buyer and the buyer may recover damages  
9 incurred, amounts paid as a rental deposit in excess of two  
10 months' rent for the mobile home, and reasonable attorney fees.

11 3. A claim under subsection 2 may be combined with an action  
12 under chapter 648.

13 Sec. 47. Section 648.19, subsection 1, Code 2022, is amended  
14 to read as follows:

15 1. An action under [this chapter](#) shall not be filed in  
16 connection with any other action, with the exception of a claim  
17 for rent or recovery as provided in [section 555B.3](#), [562A.24](#),  
18 [562A.32](#), [562B.17A](#), [562B.22](#), [562B.25](#), or [562B.27](#), nor shall it  
19 be made the subject of counterclaim.

20 DIVISION XVII

21 NONJUDICIAL FORECLOSURE

22 Sec. 48. Section 654.18, Code 2022, is amended by adding the  
23 following new subsection:

24 NEW SUBSECTION. 5. Actions under this section initiated  
25 on or after July 1, 2022, shall not be allowed for property  
26 consisting of a mobile home as defined in section 562B.7.

27 Sec. 49. Section 655A.9, Code 2022, is amended to read as  
28 follows:

29 **655A.9 Application of chapter.**

30 1. [This chapter](#) does not apply to real estate used for  
31 an agricultural purpose as defined in [section 535.13](#), or to  
32 a one or two family dwelling which is, at the time of the  
33 initiation of the foreclosure, occupied by a legal or equitable  
34 titleholder.

35 2. Actions under this chapter initiated on or after July 1,

1 2022, shall not be allowed for property consisting of a mobile  
2 home as defined in section 562B.7.

3     Sec. 50. EFFECTIVE DATE. This division of this Act, being  
4 deemed of immediate importance, takes effect upon enactment.>

5     2. Title page, by striking lines 1 through 8 and inserting  
6 <An Act relating to property law by modifying provisions  
7 relating to rental properties, manufactured home communities,  
8 mobile home parks, and manufactured mobile home communities,  
9 modifying provisions governing actions relating to such  
10 properties, making penalties applicable, and including  
11 effective date and applicability provisions.>

---

ZACH WAHLS

---

SARAH TRONE GARRIOTT