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LEGISLATIVE GUIDE

Legal Services Division



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LANDLORD-TENANT LAW

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I. Introduction

A. Purpose

The purpose of this Legislative Guide is to provide a general overview of the Iowa Uniform Residential Landlord and Tenant Act (IURLTA), Iowa Code chapter 562A, and the Manufactured Home Communities or Mobile Home Parks Residential Landlord and Tenant Act (MHLTA), Iowa Code chapter 562B, as well as those chapters' interaction with Iowa's forcible entry and detainer laws in chapter 648. The Guide describes the interplay between these laws and includes a description of the obligations and remedies for landlords and tenants. The information presented in this Guide is not a guide on forcible entry and detainer laws generally.

Unless otherwise noted, a reference to a chapter or section in this Legislative Guide is a reference to that chapter or section of the 2017 Iowa Code.

B. Overview

In 1978, Iowa adopted the Iowa Uniform Residential Landlord and Tenant Act, chapter 562A, which was modeled on the Uniform Residential Landlord and Tenant Act.¹ The General Assembly also passed the Mobile Home Parks Residential Landlord and Tenant Act, chapter 562B, in 1978.² The purposes of these chapters are to simplify, clarify, modernize, and revise the law governing the rental of dwelling units, manufactured or mobile home living, and the rights and obligations of landlords and tenants; to encourage landlords and tenants to maintain and improve the quality of housing, and manufactured or mobile home living; and to insure that the right to the receipt of rent is inseparable from the duty to maintain the premises.³ The IURLTA is to be liberally construed to promote these purposes and policies.⁴ Principles of law and equity supplement the IURLTA and MHLTA unless any provision in chapter 562A or 562B, respectively, displaces those principles.⁵ The IURLTA is applicable to rental agreements that were entered into or extended or renewed after January 1, 1979.⁶

Originally, chapter 562B applied only to mobile homes, but 1994 legislation added that manufactured homes and modular homes, as those terms are defined in section 435.1, are included in the definition of "mobile home" for purposes of chapter 562B as long as the manufactured homes or modular homes are located in a mobile home park.⁷ Chapter 562B also only referenced mobile home parks, but in 2001 the General Assembly added manufactured home communities and amended the name of the Act to be the

¹ 1978 Iowa Acts, ch. 1172; 1979 Op. Iowa Att'y Gen. 436 (October 3, 1979), 1979 WL 21090, at *2.

² 1978 Iowa Acts, ch. 1173. The General Assembly later amended this chapter to include manufactured home communities. 2001 Iowa Acts, ch. 153, §§13, 14, 16.

³ Iowa Code §§562A.2(2), 562B.2.

⁴ Iowa Code §562A.2(1).

⁵ Iowa Code §§562A.3, 562B.3.

⁶ Iowa Code §562A.37.

⁷ 1994 Iowa Acts, ch. 1110, §23.



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“Manufactured Home Communities or Mobile Home Parks Residential Landlord and Tenant Act.”⁸

C. Applicability

Chapter 562A governs the relationship of a landlord and tenant as those terms are defined in that chapter. Chapter 562A defines “landlord” as an “owner, lessor, or sublessor of the dwelling unit or the building of which it is a part,” as well as a manager of the premises that is required to disclose certain information.⁹ For purposes of chapter 562A, a “tenant” is “a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of another.”¹⁰ Therefore, chapter 562A governs the relationship of a landlord and tenant when that tenant is renting a dwelling unit pursuant to a written or oral rental agreement.¹¹

Chapter 562B also governs the relationship of a landlord and tenant, but defines those terms differently. Chapter 562B defines a landlord as an “owner, lessor, or sublessor of a manufactured home community or a mobile home park” and the manager that is required to disclose certain information.¹² A tenant, according to chapter 562B, is “a person entitled under a rental agreement to occupy a mobile home space to the exclusion of others.”¹³ Therefore, chapter 562B governs the relationship of a landlord and tenant when the tenant is renting a mobile home space pursuant to a written or implied rental agreement.¹⁴

Both chapters 562A and 562B identify occupancy-related arrangements that are excluded from the landlord-tenant provisions. The following arrangements are not subject to the requirements in chapter 562A:

- Residence at a private or public institution if it is incidental to detention or provision of medical, geriatric, educational, counseling, religious, or similar service.
- Occupancy under a contract for sale of a dwelling unit or property of that dwelling unit if the occupant is the purchaser or a person who succeeds to the purchaser’s interest.
- Occupancy of a member of a fraternal or social organization.
- Transient occupancy.
- Occupancy by an employee of a landlord whose right to occupancy is conditional upon employment in and about the premises.
- Occupancy by a condominium unit owner or a holder of a proprietary lease in a cooperative.

⁸ 2001 Iowa Acts, ch. 153, §§13, 14, 16.

⁹ Iowa Code §562A.6(5).

¹⁰ Iowa Code §562A.6(16).

¹¹ See Iowa Code §562A.6(11) (defining “rental agreement”).

¹² Iowa Code §562B.7(4).

¹³ Iowa Code §562B.7(13).

¹⁴ See Iowa Code §562B.7(11) (defining “rental agreement”).



- Occupancy under a rental agreement covering premises used by the occupant primarily for agricultural purposes.
- Occupancy in housing owned by a nonprofit organization whose purpose is to provide transitional housing for persons released from drug or alcohol treatment facilities and occupancy in housing for homeless persons.¹⁵

The applicability of chapter 562A is a mixed question of fact and law and the party seeking to apply an exclusion bears the burden of proof to show that the exclusion applies.¹⁶

Chapter 562B states that its provisions do not apply to occupancy in or operation of public housing under chapter 403A, relating to municipal housing projects, or pursuant to any federal law or regulation with which it might conflict.¹⁷

II. Types of Tenancies

A tenancy for a term or a tenancy at will are two common types of tenancies in Iowa.¹⁸ An at-will tenant is a person who “holds possession [of the premises] with the landlord’s consent but without [a] fixed term [].”¹⁹ If there is an agreement for the date of termination, the tenancy is for a term and is not “at will.”²⁰

Although the term “tenancy at will” is not defined in the Iowa Code, section 562.4 states that any person in possession of real estate with the assent of the owner is presumed to be a tenant at will. However, a tenancy governed by chapter 562A likely will overcome this presumption as the chapter specifies a fixed term if one is not agreed to in the rental agreement.²¹ Since either the rental agreement or the Iowa Code provides a termination date, the tenancy would be a tenancy for a term rather than a tenancy at will.

Chapter 562B also provides a default provision for a fixed term of one year if none is provided in the rental agreement.²² Chapter 562B is silent on a tenant holding over with the consent of the landlord after the term is up, but an Attorney General’s opinion states that a tenancy for a term under chapter 562B may become a tenancy at will if the tenant chooses to stay and is allowed to stay past the one-year rental agreement without reaching any further agreement on the date of termination.²³

Chapter 562A also allows for periodic tenancies. A periodic tenancy is a tenancy “that endures for a certain period and will continue for subsequent like periods unless terminated by one of the parties at the end of the period.”²⁴ A month-to-month tenancy is an example of a periodic tenancy. Chapter 562A prescribes certain notice requirements to terminate

¹⁵ Iowa Code §562A.5.

¹⁶ 1996 Op. Iowa Att’y Gen. (August 19, 1996), 1996 WL 769286, at *2.

¹⁷ Iowa Code §562B.5.

¹⁸ *Sunset Mobile Home Park v. Parsons*, 324 N.W.2d 452, 455 (Iowa 1982).

¹⁹ *Black’s Law Dictionary* (10th ed. 2014), defining “tenancy at will.”

²⁰ 1986 Op. Iowa Att’y Gen. 83 (February 26, 1986), 1986 WL 627803, at *2.

²¹ Iowa Code §§562A.9(5), 562A.34. See 1979 Op. Iowa Att’y Gen. 279 (July 10, 1979), 1979 WL 21017 at *3, (discussing forcible entry and detainer statutes’ application on the basis of the type of tenancy).

²² Iowa Code §562B.10(5).

²³ 1986 Op. Iowa Att’y Gen. 83 (February 26, 1986), 1986 WL 627803, at *2.

²⁴ *Horizon Homes of Davenport v. Nunn*, 684 N.W.2d 221, 226 (Iowa 2004).



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periodic tenancies, depending on the length of the period.²⁵ Chapter 562B requires written notice of cancellation of a periodic tenancy to be given as specified in section 562B.10(5).²⁶

III. Chapter 562A v. Chapter 562B

Chapters 562A and 562B have many analogous provisions and similar language; however, the two chapters apply to different, although sometimes overlapping, rental situations.

Chapter 562A and chapter 562B define tenant differently, and that difference demonstrates the domain of each chapter. Chapter 562B defines a tenant as someone entitled to use a mobile home space, which is defined as a parcel of land which has been designated to accommodate a mobile home, whereas chapter 562A defines a tenant as someone entitled to occupy a dwelling unit, meaning a structure or part of a structure used as a home, residence, or sleeping place.²⁷ Chapter 562B applies to the rental of a mobile home space rather than the rental of a mobile home or manufactured home.²⁸ If the tenant is renting the mobile home space, chapter 562B governs the landlord-tenant relationship. However, if the tenant is renting the mobile home or any other type of dwelling unit, chapter 562A governs the landlord-tenant relationship.²⁹

IV. Rental Agreement

A landlord and tenant relationship is created through a rental agreement. A rental agreement may include any terms and conditions not prohibited by statute or rule of law.³⁰ A rental agreement under chapter 562A is defined as “an agreement written or oral, and a valid rule, adopted under section 562A.18, embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises.”³¹ A rental agreement governed by chapter 562B is defined as an agreement “written or those implied by law, and valid rules and regulations adopted under section 562B.19 embodying the terms and conditions concerning the use and occupancy of a mobile home space.”³²

A. Delivery of Agreements

If a rental agreement under chapter 562A is not signed and delivered by the landlord even though the tenant signed and delivered it to the landlord, and the landlord accepts rent without reservation, then the rental agreement is given the same effect as though it were signed.³³ If the tenant does not sign and deliver a written rental agreement that was

²⁵ Iowa Code §562A.34(1) - (3).

²⁶ Iowa Code §562B.30(1); *Sunset Mobile Home Park v. Parsons*, 324 N.W.2d at 457 (stating that Iowa Code §562B.10(4), renumbered as 562B.10(5), which requires 60 days' written notice to terminate a lease applies to periodic tenancies).

²⁷ Iowa Code §§562A.6(3), (16), 562B.7(13).

²⁸ Iowa Code §562B.7(11), (13) (defining “rental agreement” and “tenant” respectively).

²⁹ 1979 Op. Iowa Att’y Gen. 382 (September 12, 1979), WL 21068, at *2-3. See, e.g., *D.R. Mobile Home Rentals v. Frost*, 545 N.W.2d 302, 303, 305 (Iowa 1996) (using Iowa Code chapter 562A to determine landlord and tenant obligations and damages when the tenant was renting a mobile home).

³⁰ Iowa Code §§562A.9(1), 562B.10(1).

³¹ Iowa Code §562A.6(11); *Goff v. Brown*, No. 05-0328, 2006 WL 779904, at *3 (Iowa Ct. App. Mar. 29, 2006) (unpublished opinion) (discussing whether a document constituted a rental agreement).

³² Iowa Code §562B.7(11).

³³ Iowa Code §562A.10(1).



signed and delivered to the tenant by the landlord, the tenant's acceptance of possession without reservation gives the rental agreement the same effect as though it was signed and delivered by the tenant.³⁴ However, if a rental agreement is made effective under either of these circumstances and the agreement provides for a term of longer than one year, the agreement is only effective for one year.³⁵

B. Default Terms

Chapters 562A and 562B provide default terms if certain terms are absent from the rental agreement.³⁶ Specifically, chapter 562A provides for the calculation of the amount of rent, the term of the rental agreement, the maximum late fee, and the date and place of payment of rent if the rental agreement has not provided for those terms.³⁷ Chapter 562B states that in the absence of a rental agreement, the tenant shall pay the fair rental value for use of the mobile home space.³⁸ Chapter 562B also provides for default provisions for the date of payment of rent and the term of a rental agreement.³⁹

C. Mandatory Terms

Chapter 562B also demands that certain requirements be included in the rental agreement. Regardless of whether the rental agreement contains a fixed term or defaults to the fixed term of one year contained in section 562B.10, chapter 562B states that cancellation of rental agreements requires at least 60 days' written notice, and a landlord cannot cancel a rental agreement solely for the purpose of making the tenant's mobile home space available for another mobile home.⁴⁰ The chapter sets a maximum late fee.⁴¹ Chapter 562B provides that a rental agreement, assignment, conveyance, trust deed, or other security instrument shall not permit the receipt of rent by the landlord unless the landlord has agreed to comply with the landlord's duty to maintain a fit premises pursuant to section 562B.16, subsection 1.⁴² Chapter 562B addresses the cancellation procedure and the rights of an heir, a tenant in common, or joint tenant in a mobile or manufactured home upon a tenant's death.⁴³ The chapter also provides that improvements, except a natural lawn, purchased and installed by the tenant on the mobile home space remain the property of the tenant.⁴⁴

³⁴ Iowa Code §562A.10(2).

³⁵ Iowa Code §562A.10(3).

³⁶ Iowa Code §§562A.9, 562B.10.

³⁷ Iowa Code §562A.9(2) - (5).

³⁸ Iowa Code §562B.10(2). Iowa Code section 562A.9(2) contains a similar provision but refers to the "absence of agreement" which could mean the absence of that term (amount of rent) in the rental agreement rather than the absence of a rental agreement as Iowa Code chapter 562B provides.

³⁹ Iowa Code §562B.10(3), (5).

⁴⁰ Iowa Code §562B.10(5).

⁴¹ Iowa Code §562B.10(4).

⁴² Iowa Code §562B.12.

⁴³ Iowa Code §562B.10(6), (7).

⁴⁴ Iowa Code §562B.10(8).



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D. Prohibited Terms

Both chapters 562A and 562B explicitly prohibit certain provisions in rental agreements. Both chapters prohibit a rental agreement from allowing the tenant or landlord to waive rights or remedies under the chapter, to agree to pay the other party's attorney fees, or to agree to exculpate or limit any liability of the other party or indemnify the other party for that liability.⁴⁵ Chapter 562A also prohibits a rental agreement from including a provision which authorizes a person to confess judgment on a claim arising from a rental agreement.⁴⁶ Chapter 562B prohibits a rental agreement provision which agrees to a designated agent for the sale of the tenant's mobile home.⁴⁷

If a prohibited provision is included in the rental agreement, the provision is unenforceable.⁴⁸ A tenant under chapter 562A may recover actual damages, limited periodic rent, and reasonable attorney fees if a landlord willfully uses a rental agreement containing prohibited provisions when that landlord knows the provisions are prohibited.⁴⁹ Under chapter 562B either party can recover actual damages if the other party uses a rental agreement containing provisions prohibited by the chapter and the party knows the provisions are prohibited.⁵⁰

E. Unconscionable Terms

A rental agreement may also be unenforceable if the court finds as a matter of law that a rental agreement or any provision thereof was unconscionable when made.⁵¹ The court may refuse to enforce the agreement, enforce the remainder of the agreement without the offending provision, or may limit the application of any unconscionable provision to avoid an unconscionable result.⁵² The court may also refuse to enforce a settlement, a part of a settlement, or may limit a settlement if the court finds a settlement in which a party waives or forgoes a claim or right under chapter 562A or 562B was unconscionable at the time it was made.⁵³ Parties will be afforded a reasonable opportunity to present evidence if unconscionability is put into issue by a party or by the court.⁵⁴

F. Subleases

A rental agreement may be subleased. While the rental agreement may require the tenant to obtain the landlord's permission before the tenant may sublease the premises, the landlord may only deny the request to sublease the premises if it is reasonable to do so.⁵⁵

If a landlord unreasonably denies a sublease request, the landlord may be liable to the tenant for damages.⁵⁶

⁴⁵ Iowa Code §§562A.11(1), 562B.11(1).

⁴⁶ Iowa Code §562A.11(1)(b).

⁴⁷ Iowa Code §562B.11(1)(d).

⁴⁸ Iowa Code §§562A.11(2), 562B.11(2).

⁴⁹ Iowa Code §562A.11(2); *Caruso v. Apts. Downtown, Inc.* 880 N.W. 2d 465, 473 (Iowa 2016).

⁵⁰ Iowa Code §562B.11(2).

⁵¹ Iowa Code §§562A.7, 562B.8.

⁵² Iowa Code §§562A.7(1)(a), 562B.8(1)(a).

⁵³ Iowa Code §§562A.7(1)(b), 562B.8(1)(b).

⁵⁴ Iowa Code §§562A.7(2), 562B.8(2).

⁵⁵ *De Stefano v. Apts. Downtown, Inc.*, 879 N.W. 2d 155, 184 (Iowa 2016).



G. Term of Tenancy

The rental agreement may terminate due to a landlord's or tenant's noncompliance with the rental agreement or other statutory obligation. However, a rental agreement may also terminate simply because the agreed lease term has expired. Both chapters 562A and 562B provide for a term of tenancy in the absence of a fixed term in the rental agreement. Chapter 562A provides that unless the rental agreement fixes a definite term, the tenancy is week-to-week in the case of a roomer who pays weekly rent, and month-to-month in all other cases.⁵⁷ Chapter 562B states that unless the rental agreement specifies otherwise, rental agreements are for a term of one year and further states that either party can cancel the rental agreement upon at least 60 days' written notice.⁵⁸

H. Mobile Home Fixed Tenancy Default

The first Iowa Supreme Court case discussing the Mobile Home Park Act newly codified in chapter 562B did not interpret the default provision of a one-year fixed tenancy to require a one-year lease.⁵⁹ The Court declared the statute neither offered tenants a minimum one-year lease term nor did it limit terminations by landlords to just cause.⁶⁰ The Court detailed the legislative history in which the General Assembly discussed a required one-year lease provision that would automatically renew at the end of the term and which the landlord could only cancel for just cause, but noted the provisions did not pass the Senate in the final version of the Mobile Home Park Act.⁶¹ The Court stated that there was a hesitant step toward a required minimum one-year lease term, but the mobile home park owners could develop their own standard form specifying a different fixed term and a tenant who continues to reside on a mobile home space after the expiration of the term without a specific agreement would be subject to termination under the 60 days' written notice procedure.⁶² The Court stated that chapter 562B provides landlords with two methods of terminating: termination for the tenant's failure to comply with statutory obligations or cancellation of the agreement upon 60 days' notice.⁶³

V. Landlord Obligations and Conduct

As part of the landlord and tenant relationship, the landlord has certain obligations to the tenant and the leased property. Most of these obligations are based on statute, but some may also exist through common law.

⁵⁶ Id.

⁵⁷ Iowa Code §562A.9(5).

⁵⁸ Iowa Code §562B.10(5).

⁵⁹ *Sunset Mobile Home Park v. Parsons*, 324 N.W.2d at 453, 456.

⁶⁰ Id. at 456.

⁶¹ Id.

⁶² Id. at 456-457.

⁶³ Id. at 459.



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A. Security Deposit ⁶⁴

Statutorily, the landlord owes a duty to the tenant regarding any security deposit a landlord may collect pursuant to the rental agreement. The federal Eighth Circuit Court of Appeals has found that in certain circumstances regarding the security deposits the landlord occupies a position of private trust with the tenant, meaning the landlord has substantial discretionary judgment.⁶⁵ The amount of a security deposit is limited to an amount equal to or less than two months' rent.⁶⁶ The landlord also must hold security deposits in a bank or savings and loan association or credit union that is insured by an agency of the federal government and may maintain an interest-bearing common trust account in such institutions for deposits of security deposits.⁶⁷ The landlord may not commingle security deposits with the landlord's personal funds.⁶⁸ The Iowa Court of Appeals determined that the landlord has the burden to produce sufficient documents to prove that the landlord complied with these statutory obligations.⁶⁹ To demonstrate compliance with the statutes, the landlord must maintain records that account for each deposit and must periodically reconcile the account.⁷⁰ In a lease governed by chapter 562A, the landlord is entitled to any interest earned on the security deposit during the first five years of the tenancy, but a landlord leasing a mobile home space under chapter 562B is entitled to any interest earned on the security deposit without the five-year limitation.⁷¹ The manner in which the interest earned on the security deposit is paid to the tenant leasing a dwelling unit is not addressed in chapter 562A.

The landlord not only has the duty to keep records and account for the security deposit and interest, but the landlord also has a duty to the tenant in returning the security deposit to the tenant. The statute requires a landlord to either return the security deposit to the tenant or send the tenant a written statement citing the reasons for withholding the whole or any portion of the security deposit within 30 days from the date of the termination of the tenancy and receipt of the tenant's mailing address or delivery instructions.⁷² A waiver in the rental agreement of the tenant's right to such notice and an opportunity to contest the reason for withholding all or any portion of the security deposit is unenforceable.⁷³ If the landlord is not provided with a mailing address or delivery instructions within one year of termination, the tenant forfeits the deposit and it reverts to the landlord.⁷⁴ The plain language of the statute makes a landlord's right to withhold the security deposit dependent

⁶⁴ Iowa Code chapters 562A and 562B use the term "rental deposit" to refer to the more common term "security deposit." "Rental deposit" is defined as "a deposit of money to secure performance" of a rental agreement and does not include advance rental payments. Iowa Code §§562A.6(12), 562B.7(12).

⁶⁵ *United States v. Miell*, 661 F.3d 995, 998-999 (8th Cir. 2011).

⁶⁶ Iowa Code §§562A.12(1), 562B.13(1).

⁶⁷ Iowa Code §§562A.12(2), 562B.13(2).

⁶⁸ Iowa Code §§562A.12(2), 562B.13(2).

⁶⁹ *Baculis v. McDougall*, 460 N.W.2d 186, 188 (Iowa Ct. App. 1990).

⁷⁰ *Id.*

⁷¹ Iowa Code §§562A.12(2), 562B.13(2).

⁷² Iowa Code §§562A.12(3), 562B.13(3).

⁷³ *De Stefano*, 879 N.W.2d at 186.

⁷⁴ Iowa Code §§562A.12(4), 562B.13(5).



on the landlord's compliance with the written notice requirement.⁷⁵ The Iowa Supreme Court declared that the 30-day statutory requirement of either returning the deposit or providing written notice of reasons for withholding the deposit is to be strictly enforced against a landlord and requires strict compliance before allowing a landlord to withhold the security deposit, even when the tenancy is wrongfully terminated by the tenant.⁷⁶ If the landlord fails to provide a written statement within 30 days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, the landlord forfeits all rights to withhold a portion of the security deposit.⁷⁷ However, this statute does not limit a landlord's ability to file a claim for damages against the tenant.⁷⁸

The landlord is allowed to withhold any portion of the security deposit as is reasonably necessary to:

- Remedy a tenant's default in payment of rent or other funds due to the landlord pursuant to the rental agreement.
- Restore the dwelling unit or mobile home space, as the case may be, to its condition at the beginning of the tenancy, except for ordinary wear and tear.⁷⁹
- In the case of the rental of a dwelling unit under chapter 562A, recover expenses incurred in acquiring possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification of noncompliance.
- In the matter of the renting of a mobile home or manufactured home space under chapter 562B, remove, store, and dispose of a manufactured or mobile home if it is abandoned.⁸⁰

A landlord's bad-faith retention of any portion of the security deposit in violation of the statutes subjects the landlord to punitive damages not to exceed twice the monthly rental payment in addition to actual damages in the case of a dwelling unit, and \$200 in addition to actual damages in the case of a mobile home space.⁸¹ The test for bad faith is subjective, such that intentional or deliberate acts alone do not establish bad faith, but rather the tenant must show that the landlord's intention was to be dishonest.⁸²

If a landlord terminates the landlord's interest in the dwelling unit, manufactured home community, or mobile home park, the landlord must either transfer the security deposit, or

⁷⁵ Whitehorn v. Lovik, 398 N.W.2d 851, 854-855 (Iowa 1987).

⁷⁶ Seifert v. Dosland, 328 N.W.2d 531, 532 (Iowa 1983).

⁷⁷ Iowa Code §§562A.12(4), 562B.13(5).

⁷⁸ Whitehorn, 398 N.W.2d at 855. See H-L Apartments v. Al-Qawiyi, 440 N.W.2d 371, 373, n.1 (Iowa 1989) (finding the landlord's failure to strictly comply with the notice requirements concerning the security deposit does not preclude the landlord from filing an independent action for damages, but any damages the landlord receives cannot be offset against any damages the tenant receives for violation of the statute requiring the landlord to return the security deposit).

⁷⁹ A landlord cannot, for example, automatically deduct from the security deposit an amount to clean a dwelling unit's carpets at the end of the lease, regardless of the condition of the carpets. De Stefano, 879 N.W.2d at 186.

⁸⁰ Iowa Code §§562A.12(3), 562B.13(3).

⁸¹ Iowa Code §§562A.12(7), 562B.13(8).

⁸² De Stefano, 879 N.W.2d at 188.



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any remainder after lawful deductions, to the landlord's successor in interest within a reasonable time or return the deposit, or any remainder after lawful deductions, to the tenant.⁸³ If the landlord transfers the security deposit to the successor in interest, the landlord must also notify the tenant of the transfer and provide the transferee's name and address.⁸⁴ After termination of an interest in the dwelling unit, manufactured home community, or mobile home park and compliance with the statutory requirement of transferring the security deposit to the successor in interest or the tenant, the landlord is relieved of further liability regarding the security deposit.⁸⁵ Upon termination of the landlord's interest, the successor in interest in the dwelling unit, manufactured home community, or mobile home park has the rights and obligations of the landlord regarding the security deposit.⁸⁶ If the tenant does not object to the stated amount of the security deposit within 20 days after written notice to the tenant of the amount of the deposit being transferred to the successor landlord in interest, then the deposit is limited to the amount contained in the written notice.⁸⁷

B. Deliver Possession — Landlord Entry

The landlord also has a duty to deliver possession of the dwelling unit or mobile home space to the tenant at the beginning of the tenancy term.⁸⁸ The landlord is allowed to bring an action for possession against someone wrongfully in possession of the unit or space.⁸⁹ The tenant has a right to peaceful possession and privacy, but this right is not absolute.⁹⁰ The landlord may still enter the leased premises under certain circumstances provided in statute.⁹¹

Sections 562A.19, 562A.29, and 562B.20 describe circumstances under which a landlord may enter the tenant's dwelling unit or mobile home space. A landlord may enter the dwelling unit or mobile home space in order to do the following:

- Inspect the premises.
- Make necessary or agreed repairs or improvements.
- Supply necessary or agreed services.
- Exhibit the dwelling unit or mobile home space to certain individuals.⁹²

A landlord may enter the dwelling unit or the mobile home owned by the tenant in the case of an emergency.⁹³ A landlord under chapter 562B may also enter a mobile home owned by a tenant to prevent damage to the mobile home space.⁹⁴

⁸³ Iowa Code §§562A.12(5)(a), 562B.13(6)(a).

⁸⁴ Iowa Code §§562A.12(5)(a), 562B.13(6)(a).

⁸⁵ Iowa Code §§562A.12(5)(b), 562B.13(6)(b).

⁸⁶ Iowa Code §§562A.12(6), 562B.13(7).

⁸⁷ Iowa Code §§562A.12(6), 562B.13(7). The written notice to the tenant must include a stamped envelope addressed to the landlord's successor.

⁸⁸ Iowa Code §§562A.14, 562B.15.

⁸⁹ Iowa Code §§562A.14, 562B.15.

⁹⁰ State v. Koop, 314 N.W.2d 384, 387 (Iowa 1982).

⁹¹ State v. Lewis, 675 N.W.2d 516, 524 (Iowa 2004).

⁹² Iowa Code §§562A.19(1), 562B.20(2).



A landlord under chapter 562A may enter the dwelling unit to make decorations or alterations, and the landlord may enter the dwelling unit of the tenant at times reasonably necessary when the tenant is absent longer than 14 days.⁹⁵ A landlord under chapter 562A may also enter the premises to remedy a tenant's noncompliance with the statutory duty to maintain the premises.⁹⁶ A landlord under chapter 562A only has the right to access the dwelling unit as allowed by statute, court order, or if the tenant has abandoned or surrendered the premises.⁹⁷ Chapter 562A provides that a landlord "shall not abuse the right to access or use it to harass the tenant" and, when not impracticable, the landlord shall provide the tenant at least 24 hours' notice of the intent to enter.⁹⁸

C. Fit and Habitable Premises

The landlord must not only deliver possession of the unit or space to the tenant, but must also maintain a fit and habitable premises. A landlord may not satisfy the requirement to maintain a fit and habitable premises by making the repairs and shifting the costs to the tenant pursuant to a rental agreement.⁹⁹

1. Dwelling Units

Chapter 562A generally requires the landlord to comply with the applicable building and housing codes materially affecting health and safety,¹⁰⁰ make all repairs and do what is necessary to put and keep the premises in a fit and habitable condition, keep common areas safe and clean, maintain electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances supplied or required to be supplied by the landlord, provide and maintain accessible and appropriate garbage, ash, and other waste receptacles incidental to the occupancy of the dwelling unit and arrange for its removal, and supply running water and reasonable amounts of hot water at all times and reasonable heat.¹⁰¹

In a rental agreement under chapter 562A, a tenant renting a single-family residence may agree in writing to provide waste receptacles and arrange for waste removal and supply running water and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction between the landlord and tenant is entered into in good faith.¹⁰² Other tenants to rental agreements applicable under chapter 562A may agree to perform specified repairs, maintenance tasks, alterations, or remodeling, but only if the agreement is entered into in good faith and does not diminish or affect the obligation

⁹³ Iowa Code §§562A.19(2), 562B.20(1).

⁹⁴ Iowa Code §562B.20(1).

⁹⁵ Iowa Code §§562A.19(1), 562A.29(2).

⁹⁶ Iowa Code §562A.28.

⁹⁷ Iowa Code §562A.19(4).

⁹⁸ Iowa Code §562A.19(3).

⁹⁹ De Stefano, 879 N.W.2d at 183.

¹⁰⁰ Iowa Code §562A.15(1)(b).

¹⁰¹ Iowa Code §562A.15(1)(a).

¹⁰² Iowa Code §562A.15(2).



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of the landlord to other tenants in the premises, and if the agreement is in a writing separate from the rental agreement and is supported by adequate consideration.¹⁰³

2. Mobile Home Space

As a landlord under chapter 562B is only renting the mobile home space, the landlord's requirements to maintain a fit premises under chapter 562B are slightly different. Chapter 562B requires the landlord to comply with the applicable state and local codes materially affecting health and safety which are primarily imposed upon the landlord; make all repairs and do what is necessary to put and keep the mobile home space in fit and habitable condition; keep common areas of the manufactured home community or mobile home park in a clean and safe condition; maintain all facilities supplied or required to be supplied by the landlord in a good and safe working order; provide for removal of garbage, rubbish, and other waste; and furnish outlets for electric, water, and sewer services.¹⁰⁴

Although the landlord must furnish outlets for the electric, water, and sewer services, the landlord may impose reasonable requirements designed to standardize methods of utility connection and hookup.¹⁰⁵ However, the landlord is not allowed to impose conditions of rental or occupancy which restrict the tenant in the choice of a seller of fuel, furnishings, goods, services, or mobile homes connected with the rental or occupancy of a mobile home space unless such condition is necessary to protect the health, safety, aesthetic value, or welfare of mobile home tenants in the manufactured home community or park.¹⁰⁶ Although the landlord may have less responsibilities when merely renting the mobile home space under the fitness and habitable statutory provision, the Iowa Court of Appeals has used this provision to determine that the landlord must replace gas lines that do not comply with applicable local codes as the failure to do so would materially affect the tenants' health and safety and the gas lines are facilities that must be maintained.¹⁰⁷ The Court also stated that a landlord could not evade the duty to replace gas lines through rules or regulations that place the responsibility on the tenant when the replacement of the gas lines was necessary to comply with the housing code and for the safety of the tenants.¹⁰⁸

3. Common Law Requirements

A landlord also has a duty to maintain a habitable premises under the common law doctrine of implied warranty of habitability. This is similar to the statutory requirement to maintain a fit premises and the common law duties often overlap the landlord's statutory obligation to maintain a fit and habitable premises.¹⁰⁹ Originally, in common law, real estate lease law grew out of property law and not contract law so the landlord had no implied warranty of habitability or fitness for the purpose leased.¹¹⁰ Prior to the enactment

¹⁰³ Iowa Code §562A.15(3).

¹⁰⁴ Iowa Code §562B.16(1).

¹⁰⁵ Iowa Code §562B.16(2).

¹⁰⁶ Iowa Code §562B.16(2).

¹⁰⁷ Parson v. Wooded Lake Mobile Home Park, 495 N.W.2d 140, 141-142 (Iowa Ct. App. 1992).

¹⁰⁸ Id. at 142.

¹⁰⁹ See, e.g., Brichacek v. Hiskey, 401 N.W.2d 44, 46 (Iowa 1987) (describing the plaintiff tenant's two separate pleadings of a statutory violation and a violation of the implied warranty of habitability as tort actions grounded in negligence).

¹¹⁰ Mease v. Fox, 200 N.W.2d 791, 793 (Iowa 1972).



of chapters 562A and 562B, however, the Court in *Mease v. Fox*, adopted the implied warranty of habitability at least to the extent of freedom from latent defects and material violations of housing code requirements when the Court allowed the tenant to withhold rent because of the landlord's violation of the implied warranty of habitability.¹¹¹ The enactment of chapter 562A was, in part, a codification of *Mease*.¹¹² The common law implied warranty of habitability was only adopted by Iowa's appellate courts in situations that covered the lease of a dwelling unit, so it is unclear whether it would apply when the landlord is leasing a mobile home space under chapter 562B.

The implied warranty of habitability exists in all oral or written leases of a dwelling unit and impliedly warrants at the outset of the lease that there are no latent defects in facilities and utilities vital to the use of the premises for residential purposes and these essential facilities and utilities must remain in condition to maintain habitability through the duration of the tenancy.¹¹³ Through the implied warranty in a lease situation, the landlord also represents there neither is nor will be for the duration of the tenancy a violation of applicable housing law, ordinance, or regulation which renders the premises unsafe, unsanitary, or unfit for living.¹¹⁴

To prove a breach of the implied warranty of habitability, the tenant must prove that the premises is unsafe or unsanitary and thus unfit for habitation.¹¹⁵ The landlord is only liable for injuries that result from either a hidden defect if the landlord knew or should have known of the defect or if there is a material violation of the housing code.¹¹⁶ However, a landlord may have a duty to discover any latent or hidden defects if it is reasonable.¹¹⁷ If the landlord had no reason to know of any defect, the landlord will not be held liable for any injury.¹¹⁸ In implied warranty cases, the Court will consider whether the landlord's actions were reasonable under the circumstances. In one such case the Court determined the landlord must furnish a workable, solid lock as required by the city's housing code, but the adequacy of the lock must be judged by whether the landlord acted as a reasonable person would under the circumstances.¹¹⁹ The Court stated that whether a landlord's conduct is reasonable is usually a fact question, and in this particular case substantial evidence supported the trial court's finding that the plaintiff had not established negligence or breach of the implied warranty of habitability.¹²⁰

¹¹¹ *Lewis v. Jaeger*, 818 N.W.2d 165, 179 (Iowa 2012); *Mease*, 200 N.W.2d at 796.

¹¹² *Lewis*, 818 N.W.2d at 179.

¹¹³ *Estate of Vazquez v. Hepner*, 564 N.W.2d 426, 429-430 (Iowa 1997) (citing *Mease*, 200 N.W.2d at 796).

¹¹⁴ *Id.*

¹¹⁵ *Id.* at 430.

¹¹⁶ *Id.*

¹¹⁷ *Id.*

¹¹⁸ *Id.* (finding the landlord was not liable when defective wiring caused a tenant's death from a fire since the landlord had no reason to know of the wiring defect and had no duty to inspect the wiring as there was no foreseeable potential danger).

¹¹⁹ *Brichacek*, 401 N.W.2d at 47.

¹²⁰ *Id.* at 47-48.



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D. Liability

A landlord's liability to the tenant is generally premised on the relationship and the obligations that arise through chapters 562A and 562B and common law. However, if a landlord and tenant relationship does not exist, chapter 562A and the implied warranty of habitability do not apply and the landowner would not owe a person a duty under those provisions as a landlord's duty is premised on the existence of the landlord and tenant relationship.¹²¹ The Iowa Supreme Court has found that a landowner's liability to a person living on the land who is not the landowner's tenant can arise from the landowner's negligence but not from any failure to perform the obligations of a landlord as set out in chapter 562A.¹²² This would likely hold true for chapter 562B as well since the landowner would have no duty arising from chapter 562B without the existence of a landlord and tenant relationship.

If a landlord conveys a premises that includes a dwelling unit subject to a rental agreement, a manufactured home community, or a mobile home park in a good-faith sale to a bona fide purchaser, the landlord is relieved of liability under the rental agreement and chapters 562A and 562B as to events occurring subsequent to written notice to the tenant of the conveyance.¹²³

E. Disclosure

The statutes also require the landlord to present the tenant with a written disclosure at or before the beginning of the tenancy disclosing the name and address of the manager of the premises and the owner or the owner's agent.¹²⁴ The landlord must keep the information current and, in the case of chapter 562B, must furnish the information upon request of the tenant.¹²⁵ The landlord or the landlord's agent must also fully explain utility rates, charges, and services to a prospective tenant before the rental agreement is signed, unless the tenant will pay the utility fees directly to the utility company.¹²⁶

Chapters 562A and 562B both require that a tenant receive written notification of any rent increase prior to the effective date of the increase; however, chapter 562A requires that the tenant be notified at least 30 days prior, and chapter 562B requires that the tenant be notified 60 days prior to the effective date.¹²⁷ Rent cannot be increased during the term of a rental agreement.¹²⁸ In 2004, legislation was enacted requiring the landlord in a chapter 562A landlord-tenant relationship to disclose in writing prior to the beginning of a tenancy if the property is listed in the comprehensive environmental response compensation and liability information system maintained by the federal Environmental Protection Agency.¹²⁹

¹²¹ Poyzer v. McGraw, 360 N.W.2d 748, 751 (Iowa 1985).

¹²² Id. at 751-752.

¹²³ Iowa Code §§562A.16(1), 562B.17(1).

¹²⁴ Iowa Code §§562A.13(1), 562B.14(2).

¹²⁵ Iowa Code §§562A.13(2), 562B.14(3).

¹²⁶ Iowa Code §§562A.13(4), 562B.14(6).

¹²⁷ Iowa Code §§562A.13(5), 562B.14(7).

¹²⁸ Iowa Code §§562A.13(5), 562B.14(7).

¹²⁹ Iowa Code §562A.13(6); 2004 Iowa Acts, ch. 1071.



F. Written Rental Agreement

Chapter 562B requires the landlord to offer the tenant the opportunity to sign a written agreement for the lease of the mobile home space.¹³⁰ If a written agreement is prepared, the landlord must tender and deliver a signed copy of the rental agreement, and the tenant must sign and deliver a fully executed copy of the rental agreement within 10 days after the agreement is executed.¹³¹ The failure of either party to deliver the agreement is a material noncompliance of the rental agreement.¹³² For more detailed information covering rental agreements, see Part IV of this Guide.

G. Bailment

The landlord may also owe the tenant a general duty of care regarding the tenant's possessions. Generally, the Court has agreed that a landlord has no duty to store or maintain a tenant's personal property after a tenant is lawfully evicted, but the landlord could become liable if a bailment occurs.¹³³ A constructive bailment can occur when a person comes into lawful possession of the personal property of another without an underlying agreement and if such is the case, the law imposes specific duties upon the person receiving the property.¹³⁴ If the landlord assumes possession and control of a tenant's personal property at some point, the landlord may be subject to liability for damages to that property.¹³⁵

H. Mobile Homes and the Park or Community

Chapter 562B also prohibits the landlord from enforcing certain conditions on the tenant through the use of rules and regulations. The chapter states generally that a landlord cannot deny rental, but also lists a few exceptions.¹³⁶ The landlord is allowed to deny rental if the prospective tenant cannot conform to the manufactured home community or park rules and regulations.¹³⁷ The statute also bars a landlord from requiring the tenant to pay an entrance or exit fee, if the fee is not for services rendered or pursuant to a written agreement, as a precondition to renting, leasing, occupying, or removing a mobile home from a mobile home space.¹³⁸ The chapter prohibits the landlord from requiring the tenant to provide permanent improvements which cannot be removed at the end of the tenant's rental agreement without damaging the improvements or the mobile home space.¹³⁹

Chapter 562B also addresses a landlord's action regarding the tenant's sale of the mobile home. The landlord cannot deny a resident the right to sell the person's mobile home at the price the tenant chooses; however, the landlord may approve or disapprove of the purchaser of the mobile home as a prospective tenant as long as the landlord's

¹³⁰ Iowa Code §562B.14(1).

¹³¹ Iowa Code §562B.14(5).

¹³² Iowa Code §562B.14(5).

¹³³ Khan v. Heritage Prop. Mgmt., 584 N.W.2d 725, 729 (Iowa Ct. App. 1998).

¹³⁴ Id. at 729-730.

¹³⁵ Id. at 730.

¹³⁶ Iowa Code §562B.19(3).

¹³⁷ Iowa Code §562B.19(3)(a).

¹³⁸ Iowa Code §562B.19(3)(b).

¹³⁹ Iowa Code §562B.19(3)(e).



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approval is not unreasonably withheld.¹⁴⁰ The landlord may require that any mobile home in a rundown condition be removed from the manufactured home community or mobile home park within 60 days of the sale of that mobile home to a third party.¹⁴¹ Chapter 562B also prohibits a landlord from requiring a commission or fee from the tenant's sale of the mobile home, unless the park owner or operator acted as the agent for the mobile home owner pursuant to a written agreement.¹⁴²

A landlord under chapter 562B may not prohibit tenants from using a park or community building open to tenants to meet to discuss mobile home living and affairs in the manufactured home community or park community as long as the meetings are held at reasonable hours and the facility is not otherwise in use.¹⁴³ The Iowa Supreme Court interprets the statute as also allowing the tenants the right to create a tenant's association without fear of reprisal.¹⁴⁴ The tenants participating in the association also have the right to discuss complaints with management as long as the tenants' conduct associated with the discussions is proper.¹⁴⁵

I. Prohibition on Retaliatory Conduct

Chapters 562A and 562B prohibit a landlord from retaliating against a tenant due to a tenant's complaints or actions. The statutes provide that a landlord may not retaliate against a tenant when the tenant complains to a governmental agency which enforces building or housing codes about a violation on the premises that materially affects health and safety, when the tenant organizes or becomes a member of a tenant's union or similar organization, or when the tenant complains to the landlord about the landlord's failure to maintain a fit premises as required by section 562A.15 or 562B.16.¹⁴⁶ Chapter 562B also prohibits a landlord from retaliating against a tenant for the tenant's exercise of any rights or remedies afforded to the tenant pursuant to chapter 562B.¹⁴⁷

The statutes presume the landlord's action is retaliatory if there is evidence of a good-faith complaint within one year prior to the landlord's alleged act of retaliation in the lease of a dwelling unit and within six months prior to the landlord's alleged act of retaliation in the lease of a mobile home space.¹⁴⁸ Once the tenant has established the presumption, the statute imposes a burden on the landlord to produce evidence of legitimate and nonretaliatory reasons for the landlord's actions taken against the tenant.¹⁴⁹ The

¹⁴⁰ Iowa Code §562B.19(3)(c).

¹⁴¹ Iowa Code §562B.19(3)(c).

¹⁴² Iowa Code §562B.19(3)(d).

¹⁴³ Iowa Code §562B.19(3)(f).

¹⁴⁴ Hillview Assocs. v. Bloomquist, 440 N.W.2d 867, 872 (Iowa 1989).

¹⁴⁵ Id.

¹⁴⁶ Iowa Code §§562A.36(1), 562B.32(1).

¹⁴⁷ Iowa Code §562B.32(1)(d).

¹⁴⁸ Iowa Code §§562A.36(2), 562B.32(1)(a), (2). There are two discrepancies between the provisions in Iowa Code chapters 562A and 562B. First, Iowa Code chapter 562A presumes retaliation if the landlord acts in a retaliatory fashion within one year after a complaint whereas Iowa Code chapter 562B presumes retaliation if the landlord acts in a retaliatory fashion within six months after a complaint. Iowa Code chapter 562A presumes retaliation if the complaint was in good faith whereas Iowa Code chapter 562B only mentions good faith when discussing a complaint to a governmental agency.

¹⁴⁹ Hillview Assocs., 440 N.W.2d at 871.



presumption of retaliatory action can be overcome if evidence is introduced which would support a finding of the retaliation's nonexistence.¹⁵⁰

Some examples of defenses that could overcome the presumption include: the landlord's action was a reasonable exercise of business judgment; the landlord desires in good faith to dispose of the entire leased property free of all tenants; the landlord desires in good faith to make different use of the leased property; the landlord lacks the financial ability to repair the leased property and wishes to have it free of any tenant; the landlord was unaware of the tenant's protected activities; the landlord did not act at the first opportunity after learning of the tenant's conduct; the landlord's action was not discriminatory; and legitimate costs and charges of owning, maintaining, or operating a dwelling unit have increased and that increase is commensurate with an increase in costs and charges.¹⁵¹

Once the landlord produces evidence of a legitimate nonretaliatory purpose for the landlord's action, the tenant is afforded a full and fair opportunity to demonstrate pretext.¹⁵² If the landlord does not meet the burden of producing evidence of a nonretaliatory reason for the action after the presumption of retaliation has arisen, the presumption compels a finding of retaliation.¹⁵³ If the landlord does produce evidence of a nonretaliatory reason for the action, the fact finder must determine whether retaliation has been proven by a preponderance of the evidence.¹⁵⁴ Although the burden of production shifts to the landlord once a tenant has offered evidence of a complaint within six months under chapter 562B leases, and one year for chapter 562A tenancies, of the landlord's alleged retaliatory action, the burden of proof remains with the tenant to establish the claim of retaliation.¹⁵⁵

The presumption of retaliation does not arise if a tenant of a dwelling unit made the complaint after receiving written notice of a proposed rent increase or diminution of services or if a tenant of a mobile home space made the complaint after a written notice of termination.¹⁵⁶

If a landlord retaliates against a tenant in violation of chapter 562A, the tenant may recover actual damages and reasonable attorney fees from the landlord, and the tenant has a defense if the landlord brings an action against the tenant for possession of the premises.¹⁵⁷ If a landlord retaliates against a tenant in violation of chapter 562B, the tenant may recover possession, require restoration of essential services, terminate the rental agreement, and may recover an amount not to exceed two months' periodic rent and twice

¹⁵⁰ Iowa Code §§562A.6(8) (defining "presumption"), 562A.36(2), 562B.32(2).

¹⁵¹ Iowa Code §562A.36(2); Hillview Assocs., 440 N.W.2d at 871 (citing Restatement (Second) of Property §14.8, cmt. f (1977)).

¹⁵² Hillview Assocs., 440 N.W.2d at 871.

¹⁵³ Id.

¹⁵⁴ Id.

¹⁵⁵ Id.

¹⁵⁶ Iowa Code §§562A.36(2), 562B.32(2).

¹⁵⁷ Iowa Code §562A.36(2).



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the actual damages sustained, and the tenant has a defense if the landlord brings an action against the tenant for possession of the mobile home space.¹⁵⁸

Despite any retaliatory action against the tenant, both chapters still allow the landlord to file an action for possession if a violation of the applicable building or housing code was caused primarily by the lack of reasonable care of the tenant or someone else in the tenant's household with the tenant's consent.¹⁵⁹ The statutes also allow the landlord to file an action for possession if the tenant defaults on rent.¹⁶⁰ Chapter 562A also allows the landlord to bring an action for possession if compliance with building or housing codes requires alteration, remodeling, or demolition which deprives the tenant of use of the dwelling unit.¹⁶¹

J. Prohibition on Penalties for Summoning Emergency Assistance

Chapters 562A and 562B prohibit a landlord from limiting a tenant's rights to summon law enforcement assistance or other emergency assistance.¹⁶² Such prohibited penalties include the actual or threatened assessment of penalties, fines, or fees, as well as the actual or threatened eviction from the premises.¹⁶³ This statutory protection cannot be waived.¹⁶⁴ Chapters 562A and 562B, however, do not prevent a landlord from recovering from a tenant the costs incurred while repairing property damage if the damage was caused by emergency personnel summoned by the tenant.¹⁶⁵ If a landlord penalizes a tenant for summoning emergency assistance, the tenant is entitled to recover a civil penalty in an amount equal to one month's rent, actual damages, reasonable attorney fees, court costs, or injunctive relief.¹⁶⁶

Similarly, chapters 562A and 562B prohibit a governmental entity from penalizing a landlord or a tenant because the landlord or tenant sought law enforcement assistance or other emergency assistance, so long as either the landlord or tenant had a reasonable belief that the emergency assistance was necessary to prevent the perpetration or escalation of the abuse, crime, or emergency, or the emergency assistance was actually needed.¹⁶⁷ If a governmental entity penalizes a landlord or tenant for summoning emergency assistance, the landlord or tenant may recover an order requiring the governmental entity to cease and desist the unlawful practice, other equitable relief,

¹⁵⁸ Iowa Code §562B.32(2). See Iowa Code §562B.24 (describing the damages to which a tenant may be entitled).

¹⁵⁹ Iowa Code §§562A.36(3)(a), 562B.32(3)(a).

¹⁶⁰ Iowa Code §§562A.36(3)(b), 562B.32(3)(b). Iowa Code section 562B.32(3)(b) notes, however, that the tenant's default on rent does not relieve the landlord from liability if the landlord failed to comply with the rental agreement or if the landlord failed to maintain a fit premises.

¹⁶¹ Iowa Code §562A.36(3)(c). This provision, like Iowa Code section 562B.32(3)(b), further provides that the landlord's maintenance of an action does not relieve the landlord from liability if the landlord failed to comply with the rental agreement or if the landlord failed to maintain a fit premises.

¹⁶² Iowa Code §§562A.27B(1), 562B.25B(1).

¹⁶³ Iowa Code §§562A.27B(1)(c), 562B.25B(1)(c).

¹⁶⁴ Iowa Code §§562A.27B(1)(d), 562B.25B(1)(d).

¹⁶⁵ Iowa Code §§562A.27B(1)(e), 562B.25B(1)(e).

¹⁶⁶ Iowa Code §§562A.27B(3), 562B.25B(3).

¹⁶⁷ Iowa Code §§562A.27B(2), 562B.25B(2).



including the reinstatement of a rental certificate, actual damages, and court costs, and, in a case brought by a tenant, reasonable attorney fees.¹⁶⁸

VI. Tenant Obligations and Conduct

A. Maintain Dwelling Unit/Premises

The tenant also has certain obligations to uphold as part of the landlord and tenant relationship. Chapters 562A and 562B prescribe a tenant's duty to maintain the dwelling unit or the mobile home space.¹⁶⁹ Chapters 562A and 562B require the tenant to comply with all obligations primarily imposed on tenants by building and housing codes which materially affect health and safety.¹⁷⁰ A tenant also must keep the area the tenant occupies and uses as clean and safe as the condition of the premises permits and the tenant is prohibited from disposing of ashes, rubbish, garbage, and other waste in an unclean or unsafe manner.¹⁷¹ A tenant also must refrain from deliberately or negligently destroying, defacing, damaging, impairing, or removing a part of the premises or knowingly permitting another person to do so.¹⁷² A tenant of a dwelling unit is required to keep all plumbing fixtures as clean as possible and to use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances in a reasonable manner.¹⁷³ A tenant of a mobile home space who owns the mobile home must maintain in safe, working order the utility lines, pipes, and cables extending from the mobile home to outlets provided by the landlord.¹⁷⁴

Besides the maintenance of the dwelling unit or the mobile home space and the things associated with the unit or space, tenants are also obligated to respect the other tenants within the community or premises. Tenants are statutorily required to act in a manner that will not disturb a neighbor's peaceful enjoyment of the dwelling unit, manufactured home community, or mobile home park.¹⁷⁵

B. Rental Agreement and Rules

Tenants have an obligation to comply with the rental agreement, including paying rent when due, and to comply with the landlord's written rules and regulations regarding the tenant's use and occupancy of the premises. A landlord's written rule is enforceable if its purpose is acceptable under the statute, it is reasonably related to the purpose, it applies fairly to all tenants, it is sufficiently explicit to provide the tenant with notice, it is not for the purpose of evading the obligations of the landlord, and the tenant has notice of the rule at the time the tenant enters into the rental agreement.¹⁷⁶ Proper purposes for a rule are to promote the convenience, safety, or welfare of the tenants, to preserve the landlord's property from abusive use, to make a fair distribution of services and facilities for all

¹⁶⁸ Iowa Code §§562A.27B(4), 562B.25B(4).

¹⁶⁹ Iowa Code §§562A.17, 562B.18.

¹⁷⁰ Iowa Code §§562A.17(1), 562B.18(1).

¹⁷¹ Iowa Code §§562A.17(2), (3), 562B.18(2), (3).

¹⁷² Iowa Code §§562A.17(6), 562B.18(4).

¹⁷³ Iowa Code §562A.17(4), (5).

¹⁷⁴ Iowa Code §562B.18(6).

¹⁷⁵ Iowa Code §§562A.17(7), 562B.18(5).

¹⁷⁶ Iowa Code §§562A.18(1)(a)-(f), 562B.19(1)(a)-(f).



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tenants, and, in the case of a mobile home park or manufactured home community, to facilitate the community or park management.¹⁷⁷

A rule adopted after the tenant enters into the rental agreement can still be enforced against a tenant if reasonable notice is given to the tenant and it does not substantially modify the rental agreement.¹⁷⁸ Under chapter 562B, notice of a change to the rules and regulations must be given to tenants 30 days before the change becomes effective.¹⁷⁹

C. Landlord Access

Tenants are statutorily obligated to allow the landlord's access into the dwelling unit or mobile home space under certain conditions.¹⁸⁰ Tenants leasing a dwelling unit pursuant to chapter 562A have less leeway in allowing or denying access to the dwelling unit as the landlord owns the unit whereas tenants leasing a mobile home space pursuant to chapter 562B retain more control in allowing or denying the landlord access since the landlord only owns the mobile home space rather than the unit.

Under chapter 562A, a tenant may not unreasonably withhold the tenant's consent to allow the landlord access to inspect the premises, make repairs, decorations, alterations, or improvements, supply necessary or agreed services, or to exhibit the dwelling unit.¹⁸¹ The landlord may also enter the dwelling unit without the tenant's consent in an emergency.¹⁸²

Under chapter 562B, the landlord does not have the right of access to the mobile home owned by the tenant unless the access is necessary to prevent damage to the mobile home space or to respond to an emergency.¹⁸³ The landlord is allowed to enter onto the mobile home space, but not the unit, to inspect the mobile home space, make necessary or agreed repairs or improvements, supply necessary or agreed services, or exhibit the mobile home space to certain persons.¹⁸⁴

D. Use and Occupy

A tenant does not possess unlimited use of a premises.¹⁸⁵ The tenant generally has an obligation to use and occupy the dwelling unit or mobile home only as a dwelling unit, although chapters 562A and 562B provide for some exceptions.¹⁸⁶ A tenant renting a dwelling unit must use the dwelling unit as a dwelling unit unless the landlord and tenant have agreed otherwise.¹⁸⁷ The rental agreement under chapter 562A may also require the tenant to notify the landlord of an anticipated extended absence.¹⁸⁸ A tenant renting a

¹⁷⁷ Iowa Code §§562A.18(1)(a), 562B.19(1)(a).

¹⁷⁸ Iowa Code §§562A.18(2), 562B.19(2).

¹⁷⁹ Iowa Code §562B.19(2).

¹⁸⁰ Iowa Code §§562A.19, 562B.20.

¹⁸¹ Iowa Code §562A.19(1).

¹⁸² Iowa Code §562A.19(2).

¹⁸³ Iowa Code §562B.20(1).

¹⁸⁴ Iowa Code §562B.20(2).

¹⁸⁵ *State v. Mann*, 463 N.W.2d 883, 884 (Iowa 1990).

¹⁸⁶ Iowa Code §§562A.20, 562B.21.

¹⁸⁷ Iowa Code §562A.20.

¹⁸⁸ Iowa Code §562A.20.



mobile home space is only allowed to rent the mobile home to another upon written agreement with the management of the mobile home park.¹⁸⁹

VII. Remedies

Chapters 562A and 562B also provide for the administration of remedies in such a manner that an aggrieved party may recover appropriate damages.¹⁹⁰ However, both chapters require the aggrieved party to mitigate damages.¹⁹¹ Both chapters also provide that rights or obligations under the chapter are enforceable through a legal action unless a provision specifies otherwise or limits the action.¹⁹² Any prevailing party in an action on a rental agreement under chapter 562A may be awarded reasonable attorney fees.¹⁹³

A. Tenant's Remedies

Chapters 562A and 562B provide the remedies available to tenants if a landlord violates the rental agreement or other statutory obligations.

1. Landlord's Noncompliance with Rental Agreement or Failure to Maintain Fit Premises

If the landlord failed to comply with the rental agreement and that failure was material to the rental agreement or if the landlord failed to comply with the obligation to maintain a fit premises according to the statute and that failure materially affected health and safety, the tenant may terminate the rental agreement, obtain injunctive relief and damages, and may, in some cases, recover reasonable attorney fees.¹⁹⁴

a. Material Breaches. A tenant may terminate the rental agreement if the landlord materially breached the rental agreement or failed to maintain a fit premises as required by statute. However, a tenant is not allowed to terminate the rental agreement for a condition caused by the tenant, the tenant's family, or another person on the premises with the tenant's consent through a deliberate or negligent act or omission.¹⁹⁵ If the tenant opts to pursue termination of the rental agreement, the tenant must first deliver a written notice to cure to the landlord which lists the acts or omissions which constitute the landlord's breach.¹⁹⁶ The tenant must also list the proposed date the rental agreement will terminate.¹⁹⁷ A tenant renting a dwelling unit pursuant to chapter 562A must state in the written notice to cure that the agreement will terminate on a date which is not less than seven days after the receipt of the notice if the breach is not remedied in seven days.¹⁹⁸ A tenant renting a mobile home space pursuant to chapter 562B must include in the notice to cure that the agreement will

¹⁸⁹ Iowa Code §562B.21.

¹⁹⁰ Iowa Code §§562A.4(1), 562B.4(1).

¹⁹¹ Iowa Code §§562A.4(1), 562B.4(1).

¹⁹² Iowa Code §§562A.4(2), 562B.4(2).

¹⁹³ Iowa Code §562A.12(8).

¹⁹⁴ Iowa Code §§562A.21, 562B.22.

¹⁹⁵ Iowa Code §§562A.21(1)(c), 562B.22(1)(b).

¹⁹⁶ Iowa Code §§562A.21(1), 562B.22(1).

¹⁹⁷ Iowa Code §§562A.21(1), 562B.22(1).

¹⁹⁸ Iowa Code §562A.21(1).



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terminate not less than 30 days after receipt of the notice if the breach is not remedied in 14 days.¹⁹⁹ If the landlord fails to cure the breach within the time allotted, the rental agreement terminates; if the landlord adequately remedies the breach within the time allotted, the rental agreement does not terminate.²⁰⁰

b. Subsequent Breaches. Under chapter 562A, regardless of whether the landlord's initial breach is remedied, the tenant of a dwelling unit can terminate the rental agreement if, within the next six months, the landlord acts or fails to act in a way that is substantially similar to the action causing the prior noncompliance as long as the tenant gave the landlord the written notice to cure the prior noncompliance.²⁰¹ The agreement will not terminate if the landlord exercised due diligence and effort to remedy the breach. If the tenant chooses to terminate the rental agreement based on the recurrence of a material breach of the rental agreement or the landlord's failure to maintain the unit, the tenant must give the landlord seven days' written notice of termination specifying the breach and the date of termination. The tenant's written notice to the landlord upon recurrence of a breach or noncompliance is a notice to terminate, not a notice to cure, although the landlord may avoid the termination of the agreement if the landlord has exercised due diligence and an effort to remedy the breach.²⁰² Upon the termination of the agreement, the landlord of a dwelling unit pursuant to chapter 562A must return all prepaid rent and security as required by other statutory provisions.²⁰³

c. Other Remedies. The tenant of a dwelling unit or mobile home space has other options besides or in addition to termination of the rental agreement upon the landlord's material breach of the rental agreement or violation of the statutory obligation to maintain a fit premises.²⁰⁴ The tenant of a dwelling unit is allowed to pursue an action for damages or an injunction unless the landlord affirmatively demonstrates that the landlord has exercised due diligence and an effort to remedy the noncompliance and the failure to remedy the noncompliance was due to circumstances beyond the landlord's reasonable control.²⁰⁵ Chapter 562B contains no such limitation, but simply allows a tenant to pursue an action for damages or an injunction.²⁰⁶

The tenant renting a dwelling unit pursuant to chapter 562A may also recover reasonable attorney fees upon the landlord's material breach of the rental agreement

¹⁹⁹ Iowa Code §562B.22(1).

²⁰⁰ Iowa Code §§562A.21(1), 562B.22(1).

²⁰¹ Iowa Code §562A.21(1)(b).

²⁰² Iowa Code §562A.21(1)(b). See generally *Jack Moritz Co. Mgmt v. Walker*, 429 N.W.2d 127, 130 (Iowa 1988) (finding that when the landlord offered the tenant a chance to remedy a breach even when the tenant was not statutorily authorized to remedy and avoid termination, the landlord waived the right to terminate on that breach). Although the agreement does not terminate if the landlord exercises due diligence and effort to remedy the breach, the tenant's written notice to the landlord upon recurrence of a breach is a notice of termination.

²⁰³ Iowa Code §562A.21(4).

²⁰⁴ Iowa Code §§562A.21(2), (3), 562B.22(2), (3).

²⁰⁵ Iowa Code §562A.21(2).

²⁰⁶ Iowa Code §562B.22(2).



or noncompliance with the obligation to maintain a fit premises if the landlord's noncompliance or breach was willful.²⁰⁷

Besides affirmatively making a claim for damages or an injunction or terminating the rental agreement, the tenant renting a dwelling unit under chapter 562A may also use the landlord's noncompliance as a defense if the landlord has an action against the tenant for possession or rent.²⁰⁸ The tenant may file a counterclaim for the amount which the tenant would otherwise be able to recover.²⁰⁹ However, if the tenant does not raise this counterclaim in good faith, the landlord may recover reasonable attorney fees.²¹⁰

2. Landlord's Failure to Provide Essential Services

Chapter 562A also details other remedies for more specific instances of a landlord's material breach of the rental agreement or failure to comply with the statutory obligation to maintain a fit premises. If the landlord either "deliberately or negligently fails to supply running water, hot water, or heat, or essential services," the tenant may procure the services and deduct rent, recover damages, or recover rent.²¹¹ If the tenant chooses to pursue one of these remedies more specific to the landlord's failure to provide essential services, the tenant may not also proceed to use one of the other statutory remedies (i.e. terminating the agreement, recovering damages, enjoining the landlord's actions) allowed for a landlord's general failure to comply with the rental agreement or failure to maintain a fit premises for the same breach.²¹²

If the tenant chooses to pursue an action against the landlord under the statute which provides remedies for the landlord's failure to provide essential services, the tenant is allowed to procure reasonable amounts of hot water, running water, heat, or essential services during the period of the landlord's noncompliance. The tenant may then deduct the actual and reasonable cost of procuring these services from the rent.²¹³ If the tenant chooses not to procure the essential services, the tenant can still recover any rent already paid for the period of the landlord's noncompliance on a pro rata reimbursement rate or recover damages based on the diminution in the fair rental value of the unit.²¹⁴

The tenant must also provide the landlord with written notice of the condition before the tenant's right to a remedy for the landlord's failure to supply essential services arises.²¹⁵ The tenant's right to a remedy for the landlord's failure to provide essential services does not arise for a condition caused by a deliberate or negligent act or omission of the tenant, the tenant's family, or another person on the premises with the tenant's consent.²¹⁶

²⁰⁷ Iowa Code §562A.21(2).

²⁰⁸ Iowa Code §562A.24.

²⁰⁹ Iowa Code §562A.24.

²¹⁰ Iowa Code §562A.24(1).

²¹¹ Iowa Code §562A.23(1).

²¹² Iowa Code §562A.23(2).

²¹³ Iowa Code §562A.23(1)(a).

²¹⁴ Iowa Code §562A.23(1)(b), (c).

²¹⁵ Iowa Code §562A.23(3).

²¹⁶ Iowa Code §562A.23(3).



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3. Landlord's Failure to Deliver Possession

If the landlord fails in the obligation to deliver physical possession of the dwelling unit or mobile home space to the tenant, rent abates until possession is delivered.²¹⁷ Both chapters 562A and 562B allow a tenant, upon the landlord's failure to deliver possession, to terminate the agreement or demand performance of the rental agreement.²¹⁸ If the tenant chooses to terminate the rental agreement, the tenant must provide written notice of the intent to terminate to the landlord, and chapter 562A specifies that a tenant renting a dwelling unit must provide at least five days' written notice prior to termination.²¹⁹ Upon termination the landlord must return all prepaid rent and security or deposits.²²⁰

If the tenant chooses to demand performance of the rental agreement, the tenant may also choose to maintain an action for possession of the dwelling unit or mobile home space against the landlord and recover the damages sustained.²²¹ Chapter 562A also allows the tenant to maintain an action for possession against a person wrongfully in possession of a dwelling unit and recover damages sustained.²²² Chapter 562B allows the tenant to recover reasonable attorney fees and court costs while maintaining an action for possession and damages against the landlord.²²³ A tenant of a dwelling unit may only obtain reasonable attorney fees for the landlord's failure to deliver possession if the landlord's failure was willful and not in good faith.²²⁴

Chapter 562B specifies that if the landlord delivers physical possession but fails to provide a fit premises in compliance with the landlord's statutory duty to maintain the mobile home space, rent does not abate, but the tenant may proceed with the statutory remedies provided in section 562B.22 for the landlord's noncompliance.²²⁵

4. Fire or Casualty Damage

Chapter 562A also lists the tenant's options if a dwelling unit or the premises is damaged by fire or casualty to the extent that the tenant's enjoyment of the dwelling unit is substantially impaired.²²⁶ Chapter 562B contains no such equivalent provision. In the event of this type of fire or casualty damage, the tenant may immediately vacate the premises and provide the landlord with written notification within 14 days of the incident of the tenant's intent to terminate the rental agreement.²²⁷ If the tenant chooses to terminate, the termination occurs the date the tenant vacates and the landlord is required to return all prepaid rent and security as required by statute.²²⁸ As long as continued occupancy is

²¹⁷ Iowa Code §§562A.22(1), 562B.23(1).

²¹⁸ Iowa Code §§562A.22(1), 562B.23(1).

²¹⁹ Iowa Code §§562A.22(1)(a), 562B.23(1)(a). Iowa Code chapter 562B does not specify a timeframe for the notice of the intent to terminate.

²²⁰ Iowa Code §§562A.22(1)(a), 562B.23(1)(a).

²²¹ Iowa Code §§562A.22(1)(b), 562B.23(1)(b).

²²² Iowa Code §562A.22(1)(b).

²²³ Iowa Code §562B.23(1)(b).

²²⁴ Iowa Code §562A.22(2).

²²⁵ Iowa Code §562B.23(2).

²²⁶ Iowa Code §562A.25.

²²⁷ Iowa Code §562A.25(1)(a).

²²⁸ Iowa Code §562A.25(1)(a), (2).



lawful, the tenant may also choose to merely vacate the part of the unit rendered unusable, and the tenant's liability for rent is reduced proportionally to the diminution in the fair rental value of the unit.²²⁹ Accounting for rent upon the termination or apportionment is to occur as of the date of the casualty.²³⁰

5. Unlawful Ouster, Exclusion, or Diminution of Service

Both chapters 562A and 562B list the tenant's remedy in the event of an unlawful ouster, exclusion, or diminution in service. If the landlord proceeds to unlawfully remove or exclude the tenant from the premises, manufactured home community, or mobile home park, or the landlord willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water, or other essential services, the tenant may recover possession or may terminate the rental agreement.²³¹ Chapter 562B also allows a tenant renting a mobile home space to restore the essential services.²³² The tenant may recover damages, but chapters 562A and 562B differ on the amount. Chapter 562A allows the tenant to recover actual damages sustained as well as reasonable attorney fees, all prepaid rent and security if the rental agreement is terminated, and punitive damages not to exceed twice the monthly rental payment.²³³ Chapter 562B allows the tenant to recover an amount not to exceed two months' periodic rent and twice the actual damages sustained by the tenant but is silent on recovery of any attorney fees.²³⁴

6. Landlord's Abuse of Access

The Code also provides remedies if the landlord abuses the landlord's access to the tenant's mobile home space or dwelling unit.²³⁵ If the landlord makes an unlawful entry, a lawful entry in an unreasonable manner, or repeated demands for entry that would otherwise be lawful but is an unreasonable harassment of the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or the tenant may terminate the rental agreement. Regardless of whether the tenant chooses to terminate the agreement or obtain an injunction, the tenant may recover actual damages of not less than one month's rent as well as reasonable attorney fees.

B. Landlord's Remedies

The Code provides the remedies available to a landlord when the tenant has violated an obligation owed to the landlord. The Code also sets out the requirements that a landlord must follow in order to obtain the remedy.

1. Tenant's Noncompliance with Rental Agreement or Failure to Maintain Premises

a. Termination of Rental Agreement. Similar to the tenant's remedy, the Code provides a landlord with the right to terminate the rental agreement in the case of the

²²⁹ Iowa Code §562A.25(1)(b).

²³⁰ Iowa Code §562A.25(2).

²³¹ Iowa Code §§562A.26, 562B.24.

²³² Iowa Code §562B.24.

²³³ Iowa Code §562A.26.

²³⁴ Iowa Code §562B.24.

²³⁵ Iowa Code §§562A.35(2), 562B.31(2).



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tenant's material noncompliance with the rental agreement or noncompliance with the duty to maintain the dwelling unit or mobile home space when the tenant's noncompliance materially affects health and safety. The landlord is required to deliver a written notice to cure the breach to the tenant which also specifies when the rental agreement will terminate if the breach is not remedied.²³⁶ Chapter 562A allows the landlord of a dwelling unit to terminate the agreement not less than seven days after receipt by the tenant of the notice if the breach is not remedied within seven days; whereas chapter 562B allows the landlord of the mobile home space to terminate the agreement not less than 30 days after receipt by the tenant of the notice if the breach is not remedied within 14 days.²³⁷ The rental agreement does not terminate if the tenant adequately remedies the breach prior to the date specified in the notice.²³⁸ Nonetheless, the landlord still retains the right to terminate the rental agreement if substantially the same act constituting prior noncompliance, of which the tenant was given a notice to cure, recurs within six months.²³⁹ The landlord must provide the tenant with written notice of the recurrence of the act, specifying the act and the date of termination.²⁴⁰ The landlord leasing a dwelling unit must provide at least seven days' notice of termination in this circumstance, but a landlord leasing a mobile home space must provide at least 14 days' notice of termination.²⁴¹ The notice sent upon recurrence of a breach within six months must definitively declare the landlord's intent to terminate.²⁴² If the landlord allows the tenant the opportunity to remedy the breach in the written notice to the tenant, the landlord may have waived the right to terminate upon the recurrence of a subsequent breach. However, chapter 562A adds that a landlord is not prohibited from granting a waiver for a term of days.²⁴³

A landlord renting a dwelling unit or a mobile home space may also lose this right to terminate if the landlord accepts performance by the tenant that varies from the rental agreement terms or rules subsequently adopted by the landlord.²⁴⁴ The landlord renting a mobile home space waives the right to terminate the agreement for a breach of those terms or rules unless otherwise agreed to after the breach has occurred.²⁴⁵

b. Recovery of Damages and Injunctive Relief. In addition to termination, the landlord also may recover damages and obtain injunctive relief to remedy the tenant's noncompliance with the rental agreement or the statutory obligation to maintain the unit or mobile home space.²⁴⁶ However, under chapter 562A, if the tenant who was leasing the dwelling unit affirmatively demonstrates that the tenant exercised due diligence and an effort to remedy the noncompliance and that the failure to remedy

²³⁶ Iowa Code §§562A.27(1), 562B.25(1).

²³⁷ Iowa Code §§562A.27(1), 562B.25(1).

²³⁸ Iowa Code §§562A.27(1), 562B.25(1).

²³⁹ Iowa Code §§562A.27(1), 562B.25(1).

²⁴⁰ Iowa Code §§562A.27(1), 562B.25(1).

²⁴¹ Iowa Code §§562A.27(1), 562B.25(1).

²⁴² Jack Moritz Co. Mgmt., 429 N.W.2d at 130.

²⁴³ Iowa Code §562A.30(2).

²⁴⁴ Iowa Code §§562A.30(1), 562B.28.

²⁴⁵ Iowa Code §562B.28.



was due to circumstances beyond the tenant's control, the landlord will not be able to recover damages or obtain an injunction.²⁴⁷ Chapter 562B does not contain a similar provision. The landlord leasing a dwelling unit to a tenant under chapter 562A may also recover reasonable attorney fees if the tenant's noncompliance was willful; however, the Iowa Court of Appeals has noted that not every breach of the tenant constitutes a willful breach that results in an attorney fee award.²⁴⁸ A landlord leasing a mobile home space under chapter 562B may also recover possession of the mobile home space pursuant to a forcible entry and detainer action under chapter 648 for any material noncompliance by the tenant with the rental agreement or with the tenant's statutory duty to maintain the mobile home space.²⁴⁹

c. Public Housing Violations. The Code additionally provides that if a tenant renting a dwelling unit violates a rental agreement when that violation is also a violation of a federal regulation governing the tenant's eligibility for or participation in a public housing program, the municipal housing agency may issue a 30-day notice of termination of the lease, but, unlike the landlord, the municipal housing agency is not required to give the tenant the right or opportunity to cure the violation.²⁵⁰

2. Tenant's Failure to Pay Rent

The Code also dictates a landlord's remedies if a tenant fails to pay rent, although a rental agreement may provide additional remedies. If the tenant fails to pay rent due and then fails to pay rent within three days of the landlord's written notice of nonpayment and intention to terminate the rental agreement if the rent is not paid, the landlord may terminate the rental agreement.²⁵¹

a. Tenant Defenses. Chapter 562A also lists a defense for a tenant to any action the landlord pursues for possession based upon nonpayment of rent. The tenant must prove four elements to establish the defense: the landlord failed to comply with the rental agreement or the landlord's statutory duty to maintain a fit premises; the tenant notified the landlord at least seven days prior to the date rent was due of the tenant's intent to correct the condition constituting the landlord's breach at the landlord's expense; the reasonable cost of correcting the condition constituting the breach is equal to or less than one month's periodic rent; and the tenant, in good faith, caused the condition constituting the breach to be corrected prior to receipt by the tenant of written notice of the landlord's intent to terminate the rental agreement for nonpayment of rent.²⁵² If the tenant proves the defense, the amounts expended to remedy the landlord's noncompliance are deducted from the amount the landlord claims as unpaid rent.²⁵³

²⁴⁶ Iowa Code §§562A.27(3), 562B.25(3).

²⁴⁷ Iowa Code §562A.27(3).

²⁴⁸ Iowa Code §562A.27(3); *Seldin Co. v. Calabro*, 702 N.W.2d 504, 509 (Iowa Ct. App. 2005).

²⁴⁹ Iowa Code §562B.25(3).

²⁵⁰ Iowa Code §562A.27(5).

²⁵¹ Iowa Code §§562A.27(2), 562B.25(2).

²⁵² Iowa Code §562A.27(4)(a)-(d).

²⁵³ Iowa Code §562A.27(4).



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b. Liquidated Damages. Many rental agreements also contain other remedies if the tenant fails to pay rent, and these remedies are enforceable as long as the agreement provision does not constitute a penalty.²⁵⁴ An acceleration clause or liquidated damages clause, in which the total amount of rent payable during the term of the lease becomes immediately due and payable upon the tenant's default in payment of rent or failure to perform some other obligation under the lease, is one such remedy.²⁵⁵ Specifically, the Iowa Supreme Court has stated that an accelerated damages clause is enforceable when the amount of damages is uncertain and the amount fixed in the acceleration clause is fair and reasonable in light of the anticipated or actual loss caused by the breach and the difficulties of proof of loss.²⁵⁶ An acceleration clause that fixes unreasonably large liquidated damages is unenforceable on the grounds of public policy as unreasonably large liquidated damages that amount to a penalty.²⁵⁷ Even though a rental agreement may include an accelerated damages clause, the landlord retains the duty to mitigate damages, and the damages obtained due to an acceleration clause must be offset by any amounts received in reletting the property.²⁵⁸ A landlord who has regained possession of property may not keep both the accelerated rent and rent received from renting to a new tenant.²⁵⁹

3. Tenant's Failure to Maintain Premises

The landlord has a general remedy for the failure of a tenant to comply with the rental agreement and failure of the tenant to comply with the statutory obligation to maintain the dwelling unit or the mobile home space; however, the Code also provides for a more specific remedy. The Code states that if the tenant fails to comply with the statutory obligation to maintain the dwelling unit or mobile home space and that noncompliance materially affects health and safety, the landlord may enter the dwelling unit or mobile home space, cause the work to be done in a skillful manner, and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value as additional rent on the next date when periodic rent is due, or if the rental agreement has terminated, for immediate payment.²⁶⁰ The landlord may only enter the unit or mobile home space to remedy the breach if the breach is remediable by repair or replacement and the tenant fails to comply as promptly as conditions require in an emergency or within the applicable period as stated in the landlord's written notice to the tenant specifying the breach and providing the time period for remedying the breach (i.e., seven days if renting a dwelling unit and 14 days if renting a mobile home space).²⁶¹ The landlord's use of a remedy to restore the

²⁵⁴ *Aurora Business Park Assocs., L.P. v. Michael Albert, Inc.*, 548 N.W.2d 153, 156 (Iowa 1996) (concerning commercial lease which was not governed by Iowa Code chapter 562A).

²⁵⁵ *Id.* at 155 (citing Restatement (Second) of Property Landlord & Tenant §12.1 cmt. k (1977)).

²⁵⁶ *Id.* at 156.

²⁵⁷ *In re Vanzandt*, 326 B.R. 737, 747-748 (Bankr. S.D. Iowa 2004).

²⁵⁸ *Aurora Business Park Assocs.*, 548 N.W.2d at 157.

²⁵⁹ *Id.* at 158.

²⁶⁰ Iowa Code §§562A.28, 562B.26.

²⁶¹ Iowa Code §§562A.28, 562B.26.



premises does not preclude a criminal action against the tenant for any intentional acts against the premises.²⁶²

4. Clear and Present Danger

a. Generally. The Code provides the landlord with the option to terminate the rental agreement if the tenant has created or maintained a threat constituting a clear and present danger to the health or safety of other tenants, the landlord, the landlord's employees or agents, or other persons on or within 1,000 feet of the landlord's property.²⁶³ The landlord can terminate the rental agreement more quickly if the termination is due to the creation of a clear and present danger versus a termination for other types of breaches by the tenant, such as failure to pay rent or failure to maintain the unit or mobile home space. If the tenant creates or maintains a threat constituting a clear and present danger, the landlord may terminate the rental agreement and file suit against the tenant for possession of the premises after service to the tenant of a single three days' written notice of termination and notice to quit specifying the activity causing the clear and present danger and providing the tenant with notice of the available statutory exemptions from the creation of clear and present danger.²⁶⁴ In the landlord's petition to regain possession, the landlord must state the incident that led to the notice of termination and notice to quit. The Code provides that the tenant shall be given the opportunity to contest the termination in court with at least three days' notice prior to the hearing.²⁶⁵

The Code also lists activities rising to the level of clear and present danger. This list includes but is not limited to the threat of or actual physical assault, the threat of or actual illegal use of a firearm or other weapon or the possession of an illegal firearm, the tenant's possession of a controlled substance unless obtained pursuant to a valid prescription, or another person's possession of a nonprescription controlled substance if the tenant consented to that person's presence on the premises and knew of the person's possession of the controlled substance.²⁶⁶

b. Exemptions. The Code also lists exemptions when activities causing the clear and present danger will not give rise to the landlord's remedy of termination and possession of the premises. The Code states that the Code section does not apply against a tenant when the activities causing the clear and present danger are conducted by a person other than the tenant and the tenant seeks a protective order, restraining order, order to vacate the homestead, or other similar relief against the person conducting the activities causing the clear and present danger.²⁶⁷ The tenant is also exempt if the tenant reports the activities causing the clear and present danger to law enforcement or the county attorney in an effort to initiate a criminal action against the person creating a clear and present danger.²⁶⁸ Finally, the landlord has no

²⁶² Mann, 463 N.W.2d at 884.

²⁶³ Iowa Code §§562A.27A, 562B.25A.

²⁶⁴ Iowa Code §§562A.27A(1), 562B.25A(1).

²⁶⁵ Iowa Code §§562A.27A(1), 562B.25A(1).

²⁶⁶ Iowa Code §§562A.27A(2), 562B.25A(2).

²⁶⁷ Iowa Code §§562A.27A(3)(a)(1), 562B.25A(3)(a)(1).

²⁶⁸ Iowa Code §§562A.27A(3)(a)(2), 562B.25A(3)(a)(2).



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remedy against a tenant who writes a letter to the person creating the clear and present danger telling the person not to return to the premises and stating that a return may result in a trespass or other action, and the tenant sends a copy of the letter to the appropriate law enforcement agency.²⁶⁹ However, if the tenant has previously written a letter to this person without seeking some sort of restraining order or contacting law enforcement to initiate a criminal action, or filing a trespass action, and the person continues acting in a way that causes a clear and present danger, the tenant must either file a restraining order or other such relief or must contact law enforcement or the county attorney to initiate criminal proceedings to be exempt from termination of the rental agreement and the possession action.²⁷⁰

The tenant must provide the landlord with written proof prior to the landlord's commencement of a lawsuit against the tenant demonstrating that the tenant has taken one of the actions described above in order for the exemption to apply.²⁷¹

5. Tenant's Absence, Nonuse, Abandonment

The Code also provides a landlord with remedies for absence, nonuse, or abandonment; however, the terms and remedies are different for landlords renting a dwelling unit versus landlords renting a mobile home space.

a. Dwelling Unit. A landlord renting a dwelling unit may recover actual damages from a tenant who has an anticipated extended absence and willfully fails to provide the landlord with notice of that absence if the rental agreement so requires.²⁷² The landlord may also enter the dwelling unit as is reasonably necessary if the tenant is absent in excess of 14 days.²⁷³

The Code also allows the landlord to terminate the agreement and provides that the date of termination of the rental agreement is determined based on the landlord's actions. If a tenant renting a dwelling unit under chapter 562A abandons the unit, the landlord must make reasonable efforts to rerent the unit at a fair value.²⁷⁴ If the landlord is able to rerent the unit prior to the expiration of the prior rental agreement, that rental agreement is deemed terminated as of the date of the new tenancy. However, if the landlord fails to use reasonable efforts to rerent the unit or if the landlord accepts the abandonment as a surrender of the dwelling unit, the rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is a month-to-month tenancy or a week-to-week tenancy, the term of the rental agreement is a month or week, respectively, for purposes of determining the date of termination of the rental agreement upon the abandonment of the tenant.²⁷⁵ The Iowa Supreme Court has found that the landlord's showing of diligence in reletting the premises is an essential element of the landlord's

²⁶⁹ Iowa Code §§562A.27A(3)(a)(3), 562B.25A(3)(a)(3).

²⁷⁰ Iowa Code §§562A.27A(3)(a)(3), 562B.25A(3)(a)(3).

²⁷¹ Iowa Code §§562A.27A(3)(b), 562B.25A(3)(b).

²⁷² Iowa Code §562A.29(1).

²⁷³ Iowa Code §562A.29(2).

²⁷⁴ Iowa Code §562A.29(3).

²⁷⁵ Iowa Code §562A.29(3).



right to recover.²⁷⁶ The landlord must allege and prove what was done in attempting to rerent the dwelling unit upon abandonment when the landlord knew or should have known of the abandonment.²⁷⁷

b. Liquidated Damages. The landlord also may have the right to liquidated damages if the rental agreement contains a valid acceleration clause. If the rental agreement contains a valid acceleration clause and the tenant abandons the dwelling unit, the landlord is entitled to liquidated damages equal to the amount of rent reserved in the lease plus any other consequential damages, minus the amounts received in reletting the property.²⁷⁸ See Part VII, section B, subsection 2, of this Guide for more on liquidated damages.

c. Mobile Home Abandonment. The abandonment section in chapter 562B has been substantially rewritten since its enactment.²⁷⁹ Unlike chapter 562A, chapter 562B provides for a determination of abandonment. A tenant is determined to have abandoned a mobile home when the tenant is absent from the mobile home without a reasonable explanation for 30 or more days and during which time there is either a default of rent three days after rent is due or the rental agreement is terminated due to the tenant's failure to pay rent or comply with the rental agreement.²⁸⁰ Even if a tenant returns to the mobile home, that does not change the mobile home's status as abandoned unless the tenant pays all costs incurred for the mobile home space, including costs of removal, storage, notice, attorney fees, and all rent and utilities due and owing to the landlord.²⁸¹

Upon the tenant's abandonment of a mobile home on a mobile home space, the landlord leasing the mobile home space is required to notify the mobile home owner or other claimant, including a holder of a lien as described in chapter 555B, relating to disposal of abandoned mobile homes, that the person is liable for any costs incurred for the mobile home space, including rent and utilities that are due and owing.²⁸² The mobile home owner or other claimant is liable for the costs incurred within 90 days before the landlord's notification and the costs incurred after the landlord's notification. A mobile home cannot be removed from a mobile home space after abandonment unless the landlord has signed a written agreement clearing the mobile home for removal and affirming that all debts are paid in full or the landlord has reached an agreement with the mobile home owner or other claimant. As long as no lien exists on

²⁷⁶ D.R. Mobile Home Rentals v. Frost, 545 N.W.2d 302, 305 (Iowa 1996).

²⁷⁷ Id.

²⁷⁸ Aurora Business Park Assocs., 548 N.W.2d at 157.

²⁷⁹ 1983 Iowa Acts, ch. 102, §1; 1988 Iowa Acts, ch. 1138, §16.

²⁸⁰ Iowa Code §562B.27(1).

²⁸¹ Iowa Code §562B.27(1).

²⁸² Iowa Code §562B.27(2)(a). See generally Iowa Code §562B.27(3). The statute requires the tenant to complete the required standardized registration form upon rental of a mobile home space which would list the mobile home make, year, and serial number and would note whether the mobile home is paid for or whether there is a lien on the home and, if so, the identity of the lienholder, and the name of the legal owner of the mobile home. The tenant is also required to update the form if any information relating to a lien against the mobile home changes. The tenant has 10 days to notify the landlord of any new lien, change to the existing lien, or settlement of a lien. The landlord would have this form on file and would therefore know who to contact in the case of abandonment.



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the mobile home, other than a tax lien, the landlord may follow the statutory procedure to dispose of an abandoned mobile home.²⁸³ Upon the abandonment of the mobile home, the landlord may pursue an action to dispose of the abandoned mobile home along with an action for possession or an action for damages due to a willful holdover.²⁸⁴

6. Tenant's Failure to Allow Access

The Code allows the landlord to enter a dwelling unit or mobile home space under certain circumstances, and the Code also provides the landlord with remedies if the tenant refuses to allow the landlord lawful access. Landlords leasing a dwelling unit and landlords leasing a mobile home space may terminate the rental agreement and recover actual damages if the tenant refuses to allow lawful access.²⁸⁵ However, a landlord leasing a dwelling unit has more options available upon the tenant's refusal to allow lawful access. Under chapter 562A, a landlord may also obtain injunctive relief to compel access in addition to recovering actual damages.²⁸⁶ Whether the landlord leasing a dwelling unit chooses either to obtain injunctive relief or terminate the agreement, the landlord may recover both actual damages and reasonable attorney fees.²⁸⁷

7. Prohibited Remedies

Chapter 562A specifically excludes certain remedies. Chapter 562A states that a landlord's lien on the tenant's household goods is not enforceable unless it was perfected prior to January 1, 1979.²⁸⁸ The Iowa Court of Appeals noted that distraint for rent has been abolished, so a landlord cannot lawfully hold a tenant's personal property for security purposes.²⁸⁹ The Code further prohibits a landlord from taking possession of a dwelling unit except in the case of abandonment, surrender, or as otherwise specifically permitted by chapter 562A.²⁹⁰

8. Landlord's Duty to Mitigate

Chapters 562A and 562B provide that an aggrieved party has a duty to mitigate damages.²⁹¹ The landlord's failure to mitigate damages may result in the landlord losing the right to recover any damages.²⁹²

9. Landlord's Remedy After Termination

A landlord leasing a dwelling unit may have a claim for possession of the unit and rent, and a separate claim for actual damages for breach of the rental agreement and

²⁸³ Iowa Code §562B.27(2)(b). See Iowa Code chapter 555B, "Disposal of Abandoned Mobile Homes and Personal Property."

²⁸⁴ Iowa Code §562B.27(2)(c).

²⁸⁵ Iowa Code §§562A.35(1), 562B.31(1).

²⁸⁶ Iowa Code §562A.35(1).

²⁸⁷ Iowa Code §562A.35(1).

²⁸⁸ Iowa Code §562A.31(1).

²⁸⁹ Khan, 584 N.W.2d at 730 n.4. See Iowa Code §562A.31(2) (abolishing distraint).

²⁹⁰ Iowa Code §562A.33.

²⁹¹ Iowa Code §§562A.4(1), 562B.4(1).

²⁹² D.R. Mobile Home Rentals, 545 N.W.2d at 305.



reasonable attorney fees if the tenant's noncompliance with the rental agreement was willful.²⁹³

VIII. Forcible Entry and Detainer

The remedies in chapters 562A and 562B often allow the landlord to terminate the rental agreement. Chapter 648, the forcible entry and detainer chapter, is the next step in that process. Chapter 648 allows a landlord to gain possession of the dwelling unit or mobile home space when a lessee holds over after the termination of a lease, when the lessee holds possession contrary to the terms of the lease, or when the lessee fails to pay rent when due.²⁹⁴

The forcible entry and detainer chapter existed long before the General Assembly's adoption of the IURLTA and the MHRLTA. Chapter 648, which has been in effect in some form since 1851, provides the statutory remedy enabling a person entitled to possession to obtain possession from anyone illegally possessing the property.²⁹⁵ A judgment in a forcible entry and detainer action is used to obtain possession by removing the defendant from the premises and placing the plaintiff in possession of the premises.²⁹⁶ The removal of the defendant's personal property located on or in the real estate is included in the removal.²⁹⁷ Sections 562B.27 and 648.22A and chapters 555B and 555C address the issue of removal of mobile homes and personal property.

A. Notice to Quit

Prior to bringing an action for forcible entry and detainer, the landlord pursuing the action due to the tenant's failure to pay rent, noncompliance with the rental agreement, or holdover after termination, must give the tenant written notice.²⁹⁸ Chapter 648 contains two provisions regarding notice of the action: the notice to quit and the notice terminating the tenancy when the tenancy is at will. The written notice to quit is a condition precedent to a forcible entry and detainer action but is not the commencement of the action.²⁹⁹ However, if the landlord has given a tenant three days' written notice to pay rent and has terminated the tenancy as provided in chapter 562A or 562B, the landlord may bring the forcible entry and detainer action without giving this three-day notice to quit as notice has already been provided.³⁰⁰ Chapter 648 also provides the method of serving notice and the date the notice is deemed complete if the notice is mailed.³⁰¹

In 1981, the General Assembly added a sentence to the notice to quit provision in chapter 648 detailing exceptions to the required statutory notice to quit in light of the

²⁹³ Iowa Code §562A.32.

²⁹⁴ Iowa Code §648.1(2), (3), (5).

²⁹⁵ 1979 Op. Iowa Att'y Gen. 279 (July 10, 1979), 1979 WL 21017, at *1.

²⁹⁶ Iowa Code §648.22.

²⁹⁷ 1989 Op. Iowa Att'y Gen. 25 (June 15, 1989), 1989 WL 264905, at *1.

²⁹⁸ Iowa Code §648.3(1).

²⁹⁹ Iowa Code §648.3(1); 1979 Op. Iowa Att'y Gen. 279 (July 10, 1979), 1979 WL 21017, at *2. The notice to quit is not required to bring a forcible entry and detainer action when the defendant has detained the real property through force, intimidation, fraud, or stealth.

³⁰⁰ Iowa Code §648.3(1).

³⁰¹ Iowa Code §648.3(2), (3).



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required notices of termination set out in chapters 562A and 562B.³⁰² Although the notices in chapters 562A and 562B are separate and distinct from the notice to quit in chapter 648, the Code does not require that a landlord give the tenant both the notice in chapters 562A and 562B, which function as a demand for rent payment prior to termination of the rental agreement, and the notice under section 648.3, which serves as a condition precedent to the commencement of a forcible entry and detainer action. The 1981 legislation rewrote section 648.3 to allow the notices in sections 562A.27, subsection 2, and 562B.25, subsection 2, to take precedence over the three-day notice to quit in section 648.3.

Unlike the provision in chapter 648 requiring the landlord to serve the notice to quit, the provision describing the notice terminating the tenancy if the tenancy is at will was not amended after the passage of the IURLTA and the MHRLTA. The notice provision states that when the landlord is terminating the tenancy due to the nonpayment of rent and the tenancy is at will, the landlord only needs to provide the tenant with the “three-day notice” before bringing the forcible entry and detainer action.³⁰³ According to an opinion of the Attorney General, as the three-day notice to terminate or quit referred to in section 648.4 only applies to tenancies at will and the three-day written notice in section 562A.27, subsection 2, only applies to tenancies for a term, these statutory requirements are considered separate and distinct.³⁰⁴ Chapter 562B also provides a default term for a tenancy, but the Code is silent on what occurs after the tenancy expires.³⁰⁵ The notice to terminate required by section 562B.25, subsection 2, and the notice to terminate or quit required by section 648.4 may overlap if the chapter 562B tenancy has become an at-will tenancy, and then the landlord would likely be required to serve both notices to the tenant, the notice to terminate or quit required by section 648.4 and the notice to terminate as required by section 562B.25, subsection 2.³⁰⁶ See Part II of this Guide for more information on at-will tenancies and tenancies for a term.

B. 30-Days’ Peaceable Possession

The forcible entry and detainer chapter also bars a forcible entry and detainer action if the tenant has 30-days’ peaceable possession with the plaintiff’s knowledge after the cause of action accrues.³⁰⁷ Iowa courts have addressed this statute in relation to chapters 562A and 562B several times. The crux of most cases discussing the 30-days’ peaceable

³⁰² 1981 Iowa Acts, ch. 183, §2. See 1988 Op. Iowa Att’y Gen. 65 (December 31, 1987), 1987 WL 119639, at *3.

³⁰³ Iowa Code §648.4. The Iowa Code does not specify which three-day notice it is referring to in this section although presumably the three-day notice to quit provided in Iowa Code section 648.3 is meant as that was the only relevant three-day notice requirement when Iowa Code section 648.4 was enacted.

³⁰⁴ 1979 Op. Iowa Att’y Gen. 279 (July 10, 1979), 1979 WL 21017 at *3.

³⁰⁵ Iowa Code §562B.10(5). See 1986 Op. Iowa Att’y Gen. 83 (February 26, 1986), 1986 WL 627803, at *2 (opining that after expiration of a Iowa Code chapter 562B tenancy, the tenancy becomes a tenancy at will).

³⁰⁶ 1979 Op. Iowa Att’y Gen. 279 (July 10, 1979), 1979 WL 21017, at *2. The Attorney General opinion states that the notices in Iowa Code sections 648.3 and 648.4 are separate and distinct notices from the notices in Iowa Code section 562A.27(2), which is similar to the notice in Iowa Code section 562B.25(2). These notices serve different purposes as the notice to quit under Iowa Code chapter 648 is a condition precedent to the forcible entry and detainer action and the Iowa Code chapters 562A and 562B notices function as a demand for rent prior to the termination of the rental agreement.

³⁰⁷ Iowa Code §648.18.



possession statute concerns when a cause of action accrues.³⁰⁸ The court has held that the cause of action accrues at the end of the notice period or the termination of the lease rather than when the reason for the termination occurred.³⁰⁹

C. Joinder

Chapter 648 also has a prohibition on joinder of any other claim with a forcible entry and detainer action or filing a forcible entry and detainer action as a counterclaim. The prohibition on joinder dates back to 1851 and was enacted with legislation applying generally to the forcible entry and detainer action affecting real property.³¹⁰ In order to provide a speedy remedy in possession of real property actions, a forcible entry and detainer action, originally, could not be brought with any other action except for collection of rent and it could not be made the subject of a counterclaim.³¹¹ The General Assembly amended this provision after adopting the IURLTA and MHRLTA to provide for exceptions to the joinder prohibition in accordance with chapters 562A and 562B.³¹² Chapter 648 now includes the statutory rights provided in sections 555B.3, 562A.24, 562A.32, 562B.22, 562B.25, and 562B.27.

A plaintiff may file an action for forcible entry and detainer with a claim for rent or recovery as allowed in the following Code sections:³¹³

- 555B.3: Allows the landlord to file an action for abandonment of a mobile home or personal property in the mobile home.
- 562A.24: Allows a tenant leasing a dwelling unit to counterclaim for an amount which the tenant may recover under the rental agreement.
- 562A.32: Allows a landlord renting out a dwelling unit a claim for possession and rent, after the termination of the rental agreement, and a separate claim for actual damages for breach of the rental agreement along with possible attorney fees.
- 562B.22: Allows a tenant leasing a mobile home space to recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or the statutory obligation to maintain a fit premises.
- 562B.25: Allows the landlord leasing a mobile home space to recover damages, obtain injunctive relief, or recover possession of the mobile home space for the tenant's material noncompliance with the rental agreement or with the tenant's statutory obligation to maintain the mobile home space.
- 562B.27: Provides remedies for a landlord leasing a mobile home space when the mobile home is abandoned by the tenant.

³⁰⁸ Hillview Assocs., 440 N.W.2d at 873; Garrison v. Fetters, 383 N.W.2d 550, 552 (Iowa 1986); AHEPA 192-1 Apartments v. Smith, No. 11-0167, 2011 WL 6669744, at *5-7 (Iowa Ct. App. Dec. 21, 2011).

³⁰⁹ Hillview Assocs., 440 N.W.2d at 873 (stating the cause of action accrued at the end of the 60-day notice period required when terminating a lease for a mobile home space).

³¹⁰ Palmer v. Tandem Mgmt. Servs., Inc., 505 N.W.2d 813, 815 (Iowa 1993).

³¹¹ Id.

³¹² Id. at 815-816.

³¹³ Iowa Code §648.19(1).



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The statute provides that an action for possession under chapter 648 that is filed with another action is treated only as a joint filing of separate cases assigned separate numbers, but with a single filing fee. The court cannot merge the causes of action and must consider the jointly filed cases separately.³¹⁴

The Iowa Supreme Court has stated that the General Assembly likely intended for section 648.19, which prohibits joinder, and chapters 562A and 562B to be linked so that the statutory law is compatible.³¹⁵ The Court opined that the General Assembly recognized these exceptions to the general prohibition of joinder of other actions so that landlord and tenant disputes involving the same subject matter may be settled at one time.³¹⁶ However, not all landlord and tenant disputes will qualify for the exception.³¹⁷

IX. Notice

As part of pursuing a remedy, an aggrieved party generally must give the other party notice of the intended action. Chapters 562A, 562B, and 648 set out the requirements for the timing, substance, and method of the notice required in each situation. The calculation of time periods is made using the general legislative rule found in section 4.1, subsection 34.³¹⁸ Sections 562A.8 and 562B.9 prescribe the notice delivery requirements for general notices whereas sections 562A.29A and 562B.27A provide the notice delivery requirements for specific notices.

Sections 562A.8 and 562B.9 cover all notices required in the respective chapters, unless the notice has been specifically identified as falling into the specific notice requirements of sections 562A.29A or 562B.27A. Appendix A contains a nonexhaustive list of notices governed by the delivery methods of sections 562A.8 and 562B.9.

The methods of serving notice have been ever evolving since the passage of the IURLTA and the MHLTA.³¹⁹ Sections 562A.8 and 562B.9 provide the current method for landlords and tenants to serve a general notice required under the chapter. A landlord serving a general notice on a tenant must use one or more of the following methods:

- Hand delivery to the tenant.³²⁰
- Delivery evidenced by acknowledgement of delivery signed and dated by a resident who is at least 18.³²¹
- Personal service.³²²

³¹⁴ Iowa Code §648.19(3).

³¹⁵ Palmer, 505 N.W.2d at 816.

³¹⁶ Id.

³¹⁷ Khan, 584 N.W.2d at 728 (finding a tenant could not bring a counterclaim to the landlord's forcible entry and detainer action when the tenant's counterclaim for damages was based on the landlord's negligence).

³¹⁸ Iowa Code §§562A.8A, 562B.9A.

³¹⁹ 1996 Iowa Acts, ch. 1203, §§1, 2, 4, 5; 1999 Iowa Acts, ch. 155, §§5, 8, 14; 2010 Iowa Acts, ch. 1017, §§1, 4, 11.

³²⁰ Iowa Code §§562A.8(1)(a)(1), 562B.9(1)(a)(1).

³²¹ Iowa Code §§562A.8(1)(a)(2), 562B.9(1)(a)(2). This type of delivery of notice is deemed to provide notice to all tenants of the dwelling unit or mobile home space.

³²² Iowa Code §§562A.8(1)(a)(3), 562B.9(1)(a)(3). The statute requires personal service in compliance with Iowa Rule of Civil Procedure 1.305.



- Mailing by both regular and certified mail at the tenant's dwelling unit or the address provided by the tenant for mailing.³²³
- Posting on primary entrance door of dwelling unit.³²⁴
- A method of notice that results in the tenant receiving actual notice.³²⁵

The Code allows for a tenant to serve a general notice on a landlord using one or more of the following methods:³²⁶

- Hand delivery to the landlord or the landlord's agent.
- Delivery evidenced by an acknowledgement of delivery signed and dated by the landlord or landlord's agent.
- Personal service.³²⁷
- Delivery to an employee or agent of the landlord at the landlord's business office.
- Mailing by both regular and certified mail to the address of the landlord's business office or an address designated by the landlord for mailing.
- A method of notice that results in the landlord receiving actual notice.

Sections 562A.29A and 562B.27A provide for the method of serving notice for specific types of notices that arise in landlord-tenant relationships. Appendix B contains the types of notices that fall within these statutes. In all of these circumstances, the tenant, rather than the landlord, is the intended recipient of the notice. The Code allows the landlord or other entity providing the notice to use one or more of the following methods when serving the tenant:

- Delivery evidenced by an acknowledgement of delivery signed and dated by a resident of the dwelling unit who is at least 18.³²⁸
- Personal service.³²⁹
- Posting on the primary entrance door of the dwelling unit and mailing by both regular mail and certified mail to the address of the dwelling unit or to the tenant's last known address if different from the address of the dwelling unit.³³⁰

³²³ Iowa Code §§562A.8(1)(a)(4), 562B.9(1)(a)(4). See Iowa Code §§562A.8(2) and 562B.9(2) (stating notice served by mail is deemed complete four days after notice is deposited in the mail and postmarked for delivery regardless of whether the recipient signs a receipt for the notice).

³²⁴ Iowa Code §§562A.8(1)(a)(5), 562B.9(1)(a)(5). When a landlord posts the notice, the notice must be posted within the applicable time period for serving notice and must include the date of posting on it.

³²⁵ Iowa Code §§562A.8(1)(a)(6), 562B.9(1)(a)(6).

³²⁶ Iowa Code §§562A.8(1)(b), 562B.9(1)(b).

³²⁷ Iowa Code §§562A.8(1)(b)(3), 562B.9(1)(b)(3). The statute requires personal service in compliance with Iowa Rule of Civil Procedure 1.305.

³²⁸ Iowa Code §§562A.29A(1)(a), 562B.27A(1)(a). This type of delivery is deemed to provide notice to all tenants in the dwelling unit. See Iowa Code §648.3(2)(a) (stating that when serving a notice to quit, this method of service also provides notice to a defendant).

³²⁹ Iowa Code §§562A.29A(1)(b), 562B.27A(1)(b). The statute requires personal service in compliance with Iowa Rule of Civil Procedure 1.305.



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These methods of service are identical to the method of service for a notice to quit as provided in section 648.3, subsections 2 and 3.

Although the Code allows for the use of some of the same methods of notice in the general notice requirements and the specific notice requirements, the specific notice requirements are more stringent or official. Unlike in the general notice requirements, sections 562A.29A and 562B.27A do not contain a catchall provision for other types of service of notice that result in the tenant receiving actual notice.

³³⁰ Iowa Code §§562A.29A(1)(c), 562B.27A(1)(c). When posting the notice, the notice must be posted within the applicable time period for serving notice and must include the date of posting on it. See also Iowa Code §§562A.29A(2) and 562B.27A(2) (stating notice served by mail is deemed complete four days after notice is deposited in the mail and postmarked for delivery regardless of whether the recipient signs a receipt of the notice).



APPENDIX A — LANDLORD AND TENANT NOTICES AND TIME FRAMES GOVERNED BY §§562A.8 (DWELLING UNITS) AND 562B.9 (MOBILE HOME SPACES)

Statute (dwelling units)	Description	Time Limits
562A.12(5), (6)	Landlord's written notification to tenant of transfer of rental deposit to the landlord's successor.	No specific time listed
562A.13(5)	Landlord's written notice to tenant of any rent increase .	Notice required at least 30 days before increase is effective
562A.16	Landlord or manager's written notice to tenant upon conveyance of the dwelling unit which relieves the landlord or manager of liability under rental agreement as to subsequently occurring events.	No specific time listed
562A.18(2)	Landlord's reasonable notice to tenant of a rule adopted after the tenant entered into rental agreement.	No specific time listed
562A.19(3)/ 562A.28	Landlord's notice to tenant of intent to enter dwelling unit .	Tenant should be given 24 hours' notice, if not unreasonable
562A.20/ 562A.29(1)	Tenant's notice to landlord of anticipated extended absence if rental agreement requires notice.	Notice required not later than the first day of extended absence
562A.21(1)(u1)	Tenant's written notice to landlord specifying the acts constituting the landlord's noncompliance of rental agreement or failure to maintain premises and setting the date of termination if not remedied.	Tenant may terminate 7 days after notice if breach not remedied within 7 days
562A.21(1)(b)	Tenant's written notice to landlord specifying the acts constituting the landlord's subsequent noncompliance or failure to maintain and setting the date of termination.	Tenant may terminate 7 days after notice, unless landlord has exercised due diligence and effort to remedy breach
562A.22(1)(a)	Tenant's written notice to landlord of landlord's failure to deliver possession .	Tenant may terminate 5 days after written notice
562A.23(1)(u1), (3)/ 562A.27(4)(b)	Tenant's written notice to landlord of landlord's failure to provide essential services as required by rental agreement or landlord's statutory obligation to maintain fit premises . Among other remedies, the notice allows tenant to procure the service and deduct the cost from the rent.	Tenant may use landlord's failure to provide service as defense in tenant's failure to pay rent if tenant notified landlord at least 7 days prior to due date of rent payment



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562A.25(1)(a)	Tenant's written notice of tenant's intent to terminate rental agreement after the unit or premises is damaged or destroyed by fire or casualty to the extent that enjoyment of the unit is substantially impaired.	Tenant must notify within 14 days of fire or casualty
562A.34(1)	Tenant's written notice of intent to terminate a week-to-week tenancy.	Notice required at least 10 days prior to termination date set out in notice
562A.34(2)	Tenant's written notice of intent to terminate month-to-month tenancy.	Notice required at least 30 days prior to periodic rental date
562A.34(3)	Tenant's written notice of intent to terminate a tenancy with a term longer than month-to-month.	Notice required at least 30 days prior to the end of the first or subsequent term of the tenancy specified in the notice

Statute (mobile home spaces)	Description	Time Limits
562B.10(5)	Tenant's written notice of intent to cancel rental agreement.	Notice required at least 60 days prior to cancellation
562B.10(7)	The heirs or legal representative of a deceased tenant owner of a mobile home in a mobile home space or the landlord's written notice of intent to cancel lease.	Notice required at least 60 days prior to cancellation
562B.13(6), (7)	Landlord or landlord's agent's written notice to tenant of transfer of rental deposit upon termination of the landlord's interest in manufactured home community or mobile home park.	No specific time listed
562B.14(7)	Landlord's written notice to tenant of any rent increase.	Notice required at least 60 before increase is effective
562B.17	Landlord or manager's written notice to tenant upon conveyance of the manufactured home community or mobile home park which relieves the landlord or manager of liability under rental agreement as to subsequently occurring events.	No specific time listed
562B.19(2)	Landlord or agent's notice to tenant of all additions, changes, deletions, or amendments to rules.	Notice required 30 days before the rule becomes effective
562B.22(1)	Tenant's written notice to landlord specifying the acts constituting the landlord's noncompliance of rental agreement or failure to maintain premises and setting the date of termination if not remedied.	Tenant may terminate 30 days after notice if breach not remedied within 14 days
562B.23(1)(a)	Tenant's written notice to landlord of landlord's failure to deliver possession.	No specific time listed



562B.27(2)(a)	Landlord’s notice to mobile home owner or other claimant that the person is liable for any costs incurred for the mobile home space due to the abandonment of the mobile home .	No specific time listed, but the tenant or claimant is only liable for costs incurred 90 days before, and subsequent to, the landlord’s notice
562B.27(3)	Tenant’s notice to landlord of any new lien , change to existing lien, or settlement of lien so landlord can update the required standardized registration form.	Notice required within 10 days of the change

APPENDIX B — LANDLORD NOTICES AND TIME FRAMES GOVERNED BY §§562A.29A (DWELLING UNITS) AND 562B.27A (MOBILE HOME SPACES)³³¹

Statute (dwelling units)	Description	Time Limits
562A.27(1)	Landlord’s written notice to tenant specifying acts constituting a breach with rental agreement or maintenance of dwelling unit and setting the date of termination if breach is not remedied.	Landlord may terminate 7 days after notice if breach is not remedied within 7 days
562A.27(1)	Landlord’s written notice to tenant specifying the acts constituting a subsequent breach by the tenant for noncompliance or failure to maintain and setting the date of termination.	Landlord may terminate 7 days after notice
562A.27(2)	Landlord’s written notice to tenant of nonpayment of rent when due and intent to terminate if rent remains unpaid.	Landlord may terminate 3 days after notice if rent remains unpaid
562A.27(5)	A chapter 403A municipal housing agency’s notice to tenant of lease termination for tenant’s violation of rental agreement when the violation is also a violation of the federal regulation governing the tenant’s eligibility for or continued participation in a public housing program.	Lease terminates 30 days after issuance of notice
562A.27A(1)	Landlord’s written notice to quit to tenant and notice of the intent to terminate rental agreement because of a clear and present danger.	Landlord may terminate 3 days after notice
562A.34(1)	Landlord’s written notice of intent to terminate a week-to-week tenancy .	Notice required at least 10 days prior to termination date set out in notice

³³¹ Any notice not identified in Iowa Code sections 562A.29A or 562B.27A but required by Iowa Code chapter 562A or 562B is required to be served in accordance with Iowa Code sections 562A.8 or 562B.9.



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562A.34(2)	Landlord's written notice of intent to terminate month-to-month tenancy .	Notice required at least 30 days prior to periodic rental date
562A.34(3)	Landlord's written notice of intent to terminate a tenancy with a term longer than month-to-month.	Notice required at least 30 days prior to the end of the first or subsequent term of the tenancy specified in the notice

Statute (mobile home spaces)	Description	Time Limits
562B.10(5)	Landlord's written notice of intent to cancel rental agreement .	Notice required at least 60 days prior to cancellation
562B.25(1)	Landlord's written notice to tenant specifying acts constituting a breach with rental agreement or maintenance of dwelling unit and setting the date of termination if breach is not remedied.	Landlord may terminate 30 days after notice if breach is not remedied within 14 days
562B.25(1)	Landlord's written notice to tenant specifying the acts constituting a subsequent breach by the tenant for noncompliance or failure to maintain and setting the date of termination.	Landlord may terminate 14 days after notice
562B.25(2)	Landlord's written notice to tenant of nonpayment of rent when due and intent to terminate if rent remains unpaid.	Landlord may terminate 3 days after notice if rent remains unpaid
562B.25A(1)	Landlord's written notice to tenant of the intent to terminate rental agreement because of a clear and present danger.	Landlord may terminate 3 days after notice
562B.25A(1)	Landlord's notice to quit to tenant because of clear and present danger.	Landlord may terminate 3 days after notice

Statute (forcible entry and detainer)	Description	Time Limits
648.3	Landlord's written notice to quit to tenant. This notice may be superseded by a notice to terminate in 562A.27, subsection 2, or 562B.25, subsection 2.	Landlord may file action for forcible entry and detainer 3 days after notice
648.4	Landlord's notice to terminate a tenancy at will for the nonpayment of rent.	Landlord may file action for forcible entry and detainer 3 days after notice