

**House File 547 - Introduced**

HOUSE FILE 547  
BY COMMITTEE ON JUDICIARY

(SUCCESSOR TO HSB 2)

(COMPANION TO SF 140 BY  
COURNOYER)

**A BILL FOR**

1 An Act relating to rental agreements and early termination  
2 rights of tenants who are victims of certain crimes.  
3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

1 Section 1. NEW SECTION. 562A.9A Early rental agreement  
2 termination by victim.

3 1. A tenant may terminate a rental agreement without penalty  
4 or liability if the tenant provides written notification  
5 to the landlord that the tenant or another resident of the  
6 dwelling unit is a victim of an act that constitutes any of the  
7 following:

- 8 a. Domestic abuse as defined in section 236.2.
- 9 b. Sexual abuse as defined in section 236A.2.
- 10 c. Stalking under section 708.11.
- 11 d. Elder abuse as defined in section 235F.1.
- 12 e. Crime as defined in section 915.80.

13 2. A written notice to terminate a rental agreement must  
14 have one of the following documents attached:

- 15 a. A protective order issued by court order or  
16 court-approved consent agreement entered pursuant to chapter  
17 232, 235F, or 664A.
- 18 b. A court order or court-approved consent agreement entered  
19 pursuant to chapter 236 or 236A, including a valid foreign  
20 protective order under section 236.19, subsection 3, or section  
21 236A.19, subsection 3.
- 22 c. A temporary or permanent protective order or order to  
23 vacate the homestead under chapter 598.
- 24 d. An order that establishes conditions of release or is a  
25 protective order or sentencing order in a criminal prosecution  
26 arising from a domestic abuse assault under section 708.2A.
- 27 e. A civil injunction issued pursuant to section 915.22.
- 28 f. A copy of a written report by a peace officer employed by  
29 a federal, state, or local law enforcement agency stating that  
30 the tenant or resident of the dwelling unit is a victim of an  
31 act or crime listed in subsection 1.
- 32 g. Documentation from a licensed health care services  
33 provider, licensed mental health care provider, or a victim  
34 counselor as defined in section 915.20A, subsection 1, based  
35 on information that such person received while working in the

1 person's professional capacity, to indicate that a tenant or  
2 resident of the dwelling unit is seeking assistance for abuse  
3 or physical or mental injuries resulting from an act or crime  
4 listed in subsection 1. The documentation must be signed,  
5 dated, and attested to by the tenant and the licensed health  
6 care services provider, licensed mental health care provider,  
7 or victim counselor, and must contain, in substantially the  
8 same form, all of the following:

9 (1) Name of any tenant and residents of the dwelling unit  
10 whose tenancy shall terminate.

11 (2) Name of the victim of the act or crime listed in  
12 subsection 1.

13 (3) Address of the dwelling unit.

14 (4) Name of accused perpetrator, if known and if such name  
15 may be safely disclosed.

16 (5) Date and time of incident, if known.

17 (6) Brief description of the incident or a statement as to  
18 why the tenant requests early rental agreement termination to  
19 support health and safety.

20 *h.* Any other form of documentation that reasonably certifies  
21 that the act or crime listed in subsection 1 occurred.

22 3. Written notice to terminate a rental agreement provided  
23 to the landlord must include all of the following:

24 *a.* The date the rental agreement will terminate. Such  
25 date shall be at least fourteen days after the date the tenant  
26 provides the notification with confirmation document and no  
27 more than thirty days after such date.

28 *b.* The names of the residents of the dwelling unit in  
29 addition to the tenant.

30 4. A tenant who terminates a rental agreement pursuant  
31 to this section shall remain liable for rent for the month  
32 in which the tenant terminated the rental agreement and any  
33 prorated days of rent through the date of termination stated  
34 in the notice. A tenant may notify the landlord of plans  
35 to vacate the dwelling unit prior to the rental agreement

1 termination date. If the dwelling unit is rented to another  
2 party prior to the end of the obligation to pay rent, the rent  
3 owed under this section shall be prorated.

4 5. The tenant and any resident of the dwelling unit who  
5 terminates a rental agreement pursuant to this section is all  
6 of the following:

7 a. Not liable for rent or damages to the premises incurred  
8 after the lease termination date.

9 b. Not subject to a negative credit reference, a negative  
10 character reference, or any fee or penalty solely because of  
11 termination of the rental agreement.

12 c. Not required to forfeit any rental deposit or advance  
13 rent paid due to the termination. A tenant who terminates  
14 a rental agreement pursuant to this section shall not be  
15 considered for any purpose, by reason of the termination, to  
16 have breached the rental agreement. Any retention of the  
17 rental deposit or portion thereof shall only be pursuant to  
18 section 562A.12.

19 6. a. A landlord shall not disclose to a third party  
20 or enter into a shared database any information provided to  
21 the landlord by a tenant under this section, the address or  
22 location to which the tenant has relocated, or the status  
23 of the tenant as a victim of violence unless the disclosure  
24 satisfies any of the following:

25 (1) The tenant consents in writing.

26 (2) The disclosure is required by law or order of the court.

27 b. A landlord's communication to a licensed health care  
28 services provider, licensed mental health care provider, or  
29 victim counselor who provides documentation to verify the  
30 contents of that documentation is not disclosure for purposes  
31 of this subsection.

32 7. A landlord, owner, or owner's agent shall not refuse  
33 to rent a dwelling unit to an otherwise qualified prospective  
34 tenant or refuse to continue to rent to an existing tenant  
35 solely on the basis that the tenant has previously exercised

1 the tenant's rights under this section or has previously  
2 terminated a tenancy because of the circumstances described in  
3 this section.

4 EXPLANATION

5 The inclusion of this explanation does not constitute agreement with  
6 the explanation's substance by the members of the general assembly.

7 This bill allows a victim of certain crimes to terminate a  
8 rental agreement early. The bill allows a tenant to terminate  
9 a rental agreement without penalty or liability if the tenant  
10 provides written notification to the landlord that a tenant  
11 or household member is a victim of an act of domestic abuse,  
12 sexual abuse, stalking, elder abuse, or other crime that  
13 poses a substantial threat of personal injury or death and is  
14 punishable as a felony or misdemeanor.

15 The bill provides that the written notice provided to the  
16 landlord shall contain one of the following documents: a  
17 copy of a protective order, a copy of a written report by a  
18 peace officer stating that a tenant or household member is a  
19 victim of an act or crime, documentation from a qualified third  
20 party based on information received by a licensed health care  
21 services provider, licensed mental health care provider, or a  
22 victim counselor that a tenant or household member is seeking  
23 assistance for abuse or physical or mental injuries resulting  
24 from an act or crime, or any other form of documentation that  
25 reasonably certifies that the act or crime occurred. Written  
26 notice provided to a landlord to terminate a lease agreement  
27 must contain the date the lease will terminate and the names of  
28 household members to be released in addition to the tenant.

29 The bill provides that a tenant who terminates a rental  
30 agreement pursuant to the bill shall remain liable for rent for  
31 the month in which the tenant terminated the rental agreement  
32 and any prorated days of rent through the date of termination  
33 stated in the notice. If the premises are rented to another  
34 party prior to the end of the obligation to pay rent, the rent  
35 shall be prorated.

1 The bill provides protections for a tenant who terminates  
2 a rental agreement under the bill. A tenant is not liable  
3 for rent or damages to premises incurred after the lease  
4 termination date, and is not subject to a negative credit  
5 reference, a negative character reference, or any fee or  
6 penalty solely because of termination of the rental agreement.  
7 A tenant shall not be required to forfeit any security  
8 deposit money or advance rent paid due to that termination.  
9 A tenant who terminates a rental agreement pursuant to the  
10 bill shall not be considered for any purpose, by reason of the  
11 termination, to have breached the lease or rental agreement.

12 The bill provides for victim confidentiality by the  
13 landlord. A landlord shall not disclose to a third party any  
14 information provided to the landlord by a tenant, unless the  
15 tenant consents in writing or the disclosure is required by  
16 law or order of the court. A landlord's communication to a  
17 qualified third party who provides documentation to verify the  
18 contents of that documentation is not considered disclosure.

19 The bill provides that a landlord is not allowed to  
20 discriminate against a prospective tenant based solely upon  
21 the prospective tenant having previously terminated a tenancy  
22 because of circumstance provided in the bill.