

House File 2134 - Introduced

HOUSE FILE 2134
BY COMMITTEE ON JUDICIARY

(SUCCESSOR TO HSB 141)

A BILL FOR

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

unofficial

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 to the
5 landlord that the tenant or another resident of the dwelling unit
6 is a victim of an act that constitutes any of the following:

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

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

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

1 or physical or mental injuries resulting from an act or crime
2 listed in subsection 1. The documentation must be signed,
3 dated, and attested to by the tenant and the licensed health
4 care services provider, licensed mental health care provider, or
5 victim counselor, and must contain, in substantially the same
6 form, all of the following:

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

9 (2) Name of the victim of the act or crime listed in
10 subsection 1.

11 (3) Address of the dwelling unit.

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

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

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

18 h. Any other form of documentation that reasonably certifies
19 that the act or crime listed in subsection 1 occurred.

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

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

26 b. The names of the residents of the dwelling unit in
27 addition to the tenant.

28 c. The names of the residents of the dwelling unit to which
29 the termination of the rental agreement will apply in addition to
30 the tenant, if any.

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

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

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

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

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

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

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

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

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

3 8. Notwithstanding any provision of this section to the
4 contrary, only the leasehold interest of the tenant requesting
5 the termination pursuant to subsection 1 who provides the
6 documentation required by subsections 2 and 3 shall be
7 terminated.

8 EXPLANATION

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

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

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

33 The bill provides that a tenant who terminates a rental
34 agreement pursuant to the bill shall remain liable for rent for
35 the month in which the tenant terminated the rental agreement

1 and any prorated days of rent through the date of termination
2 stated in the notice. If the premises are rented to another
3 party prior to the end of the obligation to pay rent, the rent
4 shall be prorated.

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

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

23 The bill provides that a landlord is not allowed to
24 discriminate against a prospective tenant based solely upon the
25 prospective tenant having previously terminated a tenancy because
26 of circumstance provided in the bill.

27 The bill provides that only the leasehold interest of
28 the tenant requesting the termination and who provides the
29 documentation required by the bill shall be terminated.