

House Study Bill 141 - Introduced

HOUSE FILE _____
BY (PROPOSED COMMITTEE
ON JUDICIARY BILL BY
CHAIRPERSON HOLT)

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. Elder abuse as defined in section 235F.1.
9 b. Domestic abuse as defined in section 236.2.
10 c. Sexual abuse as defined in section 236A.2.
11 d. Stalking under section 708.11.
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 *c.* The names of the residents of the dwelling unit to which
31 the termination of the rental agreement will apply in addition
32 to the tenant, if any.

33 4. A tenant who terminates a rental agreement pursuant
34 to this section shall remain liable for rent for the month
35 in which the tenant terminated the rental agreement and any

1 prorated days of rent through the date of termination stated
2 in the notice. A tenant may notify the landlord of plans
3 to vacate the dwelling unit prior to the rental agreement
4 termination date. If the dwelling unit is rented to another
5 party prior to the end of the obligation to pay rent, the rent
6 owed under this section shall be prorated.

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

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

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

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

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

28 (1) The tenant consents in writing.

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

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

35 7. A landlord, owner, or owner's agent shall not refuse

1 to rent a dwelling unit to an otherwise qualified prospective
2 tenant or refuse to continue to rent to an existing tenant
3 solely on the basis that the tenant has previously exercised
4 the tenant's rights under this section or has previously
5 terminated a tenancy because of the circumstances described in
6 this section.

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

12 EXPLANATION

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

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

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

1 household members to be released in addition to the tenant.

2 The bill provides that a tenant who terminates a rental
3 agreement pursuant to the bill shall remain liable for rent for
4 the month in which the tenant terminated the rental agreement
5 and any prorated days of rent through the date of termination
6 stated in the notice. If the premises are rented to another
7 party prior to the end of the obligation to pay rent, the rent
8 shall be prorated.

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

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

27 The bill provides that a landlord is not allowed to
28 discriminate against a prospective tenant based solely upon
29 the prospective tenant having previously terminated a tenancy
30 because of circumstance provided in the bill.

31 The bill provides that only the leasehold interest of
32 the tenant requesting the termination and who provides the
33 documentation required by the bill shall be terminated.