

Senate File 412 - Reprinted

SENATE FILE 412
BY COMMITTEE ON COMMERCE

(SUCCESSOR TO SSB 1047)

(As Amended and Passed by the Senate May 12, 2025)

A BILL FOR

1 An Act relating to property law, including rent, rental
2 agreements, notice requirements, and possession of property.
3 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

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1 Section 1. Section 562A.6, subsection 10, Code 2025, is
2 amended to read as follows:

3 10. "Rent" means a payment to be made to the landlord under
4 the rental agreement, including base rent, utilities, late fees,
5 and other payments made by the tenant to the landlord under the
6 rental agreement.

7 Sec. 2. Section 562A.8, subsection 1, paragraph a, Code 2025,
8 is amended by adding the following new subparagraph:

9 NEW SUBPARAGRAPH. (7) Posting on the primary entrance door
10 of the dwelling unit, with the date the notice was posted
11 included on the notice, and service by electronic mail provided
12 that all of the following are true:

13 (a) In a separate addendum to the rental agreement executed
14 by the tenant, the tenant has expressly consented to service of
15 notice using electronic mail for purposes of this chapter.

16 (b) The landlord has delivered the notice to the tenant
17 at the electronic mail address provided by the tenant in the
18 separate addendum described in subparagraph division (a).

19 (c) The tenant has not revoked, in writing, the consent for
20 service by electronic mail, with the burden of proving such
21 revocation being on the tenant.

22 Sec. 3. Section 562A.8, subsection 1, paragraph b, Code 2025,
23 is amended by adding the following new subparagraph:

24 NEW SUBPARAGRAPH. (7) Service by electronic mail provided
25 that all of the following are true:

26 (a) In a separate addendum to the rental agreement executed
27 by the landlord, the landlord has expressly consented to service
28 of notice using electronic mail for purposes of this chapter.

29 (b) The tenant has delivered the notice to the landlord at
30 the electronic mail address provided by the landlord in the
31 separate addendum described in subparagraph division (a).

32 (c) The landlord has not revoked, in writing, the consent
33 for service by electronic mail, with the burden of proving such
34 revocation being on the landlord.

35 Sec. 4. Section 562A.11, subsection 3, Code 2025, is amended

1 to read as follows:

2 3. A provision in a rental agreement that is prohibited by
3 this section ~~included in a rental agreement~~ is unenforceable.
4 If a landlord willfully ~~uses a rental agreement containing~~
5 ~~provisions known by the landlord to be prohibited~~ enforces a
6 known prohibited provision, a tenant may recover actual damages
7 sustained by the tenant and not more than three months' periodic
8 rent and reasonable attorney fees.

9 Sec. 5. Section 562A.29A, subsection 1, paragraph c, Code
10 2025, is amended to read as follows:

11 c. Posting on the primary entrance door of the dwelling unit
12 and mailing by both regular mail and certified mail, as defined
13 in section 618.15, to the address of the dwelling unit or to the
14 tenant's last known address, if different from the address of the
15 dwelling unit. A notice posted according to this paragraph shall
16 be posted within the applicable time period for serving notice
17 and shall include the date the notice was posted. A notice
18 delivered under this paragraph that is addressed to all tenants
19 and unknown parties in possession shall be deemed to provide
20 notice to all tenants, occupants, and parties in possession of
21 the premises.

22 Sec. 6. Section 562A.29A, subsection 1, Code 2025, is amended
23 by adding the following new paragraph:

24 NEW PARAGRAPH. d. Posting on the primary entrance door of
25 the dwelling unit with the date the notice was posted included on
26 the notice, and service by electronic mail provided that all of
27 the following are true:

28 (1) In a separate addendum to the rental agreement executed
29 by the tenant, the tenant has expressly consented to service of
30 notice using electronic mail for purposes of this section.

31 (2) The landlord has delivered the notice to the tenant
32 at the electronic mail address provided by the tenant in the
33 separate addendum described in subparagraph (1).

34 (3) The tenant has not revoked, in writing, the consent for
35 service by electronic mail, with the burden of proving such

1 revocation being on the tenant.

2 Sec. 7. Section 562B.9, subsection 1, paragraph a, Code 2025,
3 is amended by adding the following new subparagraph:

4 NEW SUBPARAGRAPH. (7) Posting on the primary entrance door
5 of the dwelling unit, with the date the notice was posted
6 included on the notice, and service by electronic mail provided
7 that all of the following are true:

8 (a) In a separate addendum to the rental agreement executed
9 by the tenant, the tenant has expressly consented to service of
10 notice using electronic mail for purposes of this chapter.

11 (b) The landlord has delivered the notice to the tenant
12 at the electronic mail address provided by the tenant in the
13 separate addendum described in subparagraph division (a).

14 (c) The tenant has not revoked, in writing, the consent for
15 service by electronic mail, with the burden of proving such
16 revocation being on the tenant.

17 Sec. 8. Section 562B.9, subsection 1, paragraph b, Code 2025,
18 is amended by adding the following new subparagraph:

19 NEW SUBPARAGRAPH. (7) Service by electronic mail provided
20 that all of the following are true:

21 (a) In a separate addendum to the rental agreement executed
22 by the landlord, the landlord has expressly consented to service
23 of notice using electronic mail for purposes of this chapter.

24 (b) The tenant has delivered the notice to the landlord at
25 the electronic mail address provided by the landlord in the
26 separate addendum described in subparagraph division (a).

27 (c) The landlord has not revoked, in writing, the consent
28 for service by electronic mail, with the burden of proving such
29 revocation being on the landlord.

30 Sec. 9. Section 562B.11, subsection 3, Code 2025, is amended
31 to read as follows:

32 3. A provision in a rental agreement that is prohibited by
33 ~~this section included in a rental agreement~~ is unenforceable.

34 ~~If a landlord or tenant knowingly uses a rental agreement~~
35 ~~containing provisions known to be prohibited by this chapter~~

1 willfully enforces a known prohibited provision, the other party
2 may recover actual damages sustained.

3 Sec. 10. Section 562B.20, subsection 1, Code 2025, is amended
4 to read as follows:

5 1. A landlord shall not have the right of access to a mobile
6 home owned by a tenant unless such access is necessary to
7 prevent damage to the mobile home space, ~~or~~ is in response to
8 an emergency situation, or after entry of an order of removal of
9 the tenant, is for the purpose of making safe the mobile home or
10 mobile home space, including securing or winterizing the mobile
11 home or mobile home space.

12 Sec. 11. Section 562B.27A, subsection 1, paragraph c, Code
13 2025, is amended to read as follows:

14 c. Posting on the primary entrance door of the dwelling unit
15 and mailing by both regular mail and certified mail, as defined
16 in section 618.15, to the address of the dwelling unit or to the
17 tenant's last known address, if different from the address of the
18 dwelling unit. A notice posted according to this paragraph shall
19 be posted within the applicable time period for serving notice
20 and shall include the date the notice was posted. A notice
21 delivered under this paragraph that is addressed to all tenants
22 and unknown parties in possession shall be deemed to provide
23 notice to all tenants, occupants, and parties in possession of
24 the premises.

25 Sec. 12. Section 562B.27A, subsection 1, Code 2025, is
26 amended by adding the following new paragraph:

27 NEW PARAGRAPH. d. Posting on the primary entrance door of
28 the dwelling unit, with the date the notice was posted included
29 on the notice, and service by electronic mail provided that all
30 of the following are true:

31 (1) In a separate addendum to the rental agreement executed
32 by the tenant, the tenant has expressly consented to service of
33 notice using electronic mail for purposes of this section.

34 (2) The landlord has delivered the notice to the tenant
35 at the electronic mail address provided by the tenant in the

1 separate addendum described in subparagraph (1).

2 (3) The tenant has not revoked, in writing, the consent for
3 service by electronic mail, with the burden of proving such
4 revocation being on the tenant.

5 Sec. 13. Section 648.3, subsection 2, paragraphs a and c,
6 Code 2025, are amended to read as follows:

7 a. Delivery evidenced by an acknowledgment of delivery that
8 is signed and dated by a resident of the premises who is at least
9 eighteen years of age. Delivery A notice delivered under this
10 paragraph that is addressed to all tenants and unknown parties in
11 possession shall be deemed to provide notice to the defendant all
12 tenants, occupants, and parties in possession of the premises.

13 c. Posting on the primary entrance door of the premises and
14 mailing by both regular mail and certified mail, as defined
15 in section 618.15, to the address of the premises or to the
16 defendant's last known address, if different from the address of
17 the premises. A notice posted according to this paragraph shall
18 be posted within the applicable time period for serving notice
19 and shall include the date the notice was posted. A notice
20 delivered under this paragraph that is addressed to all tenants
21 and unknown parties in possession shall be deemed to provide
22 notice to all tenants, occupants, and parties in possession of
23 the premises.

24 Sec. 14. Section 648.3, subsection 2, Code 2025, is amended
25 by adding the following new paragraph:

26 NEW PARAGRAPH. d. Posting on the primary entrance door of
27 the premises, with the date the notice was posted included on the
28 notice, and service by electronic mail provided that all of the
29 following are true:

30 (1) In a separate addendum to the rental agreement executed
31 by the tenant, the tenant has expressly consented to service of
32 notice using electronic mail for purposes of this section and
33 sections 648.4 and 648.5.

34 (2) The landlord has delivered the notice to the tenant
35 at the electronic mail address provided by the tenant in the

1 separate addendum identified in subparagraph (1).

2 (3) The tenant has not revoked, in writing, the consent for
3 service by electronic mail, with the burden of proving such
4 revocation being on the tenant.

5 Sec. 15. Section 648.5, subsection 1, paragraph a, Code 2025,
6 is amended to read as follows:

7 a. An action for forcible entry and detainer shall be brought
8 in a county where all or part of the premises is located. Such
9 an action shall be tried as an equitable action. Upon receipt
10 of the petition, the court shall set a date, time, and place
11 for hearing. The court shall set the date of hearing no later
12 than eight days from the filing date, except that the court
13 shall set a later hearing date no later than fifteen days from
14 the date of filing if the plaintiff requests or consents to the
15 later date of hearing. Upon motion by any party, proceedings,
16 including any court-ordered pretrial mediation, may be conducted
17 by video conference with the parties and other participants if
18 the hearing is able to be conducted in an efficient manner, does
19 not prejudice a substantial right of any party, and appropriate
20 technology is available. A nonmoving party may attend any such
21 hearing in person without further notice, motion, or leave of
22 court.

23 Sec. 16. Section 648.5, subsection 2, paragraph c, Code 2025,
24 is amended to read as follows:

25 c. If service cannot be made following two attempts using a
26 method specified under paragraph "a" or "b", by posting on the
27 primary entrance door of the premises and mailing by both regular
28 mail and certified mail, as defined in section 618.15, to the
29 address of the premises or to the defendant's last known address,
30 if different from the address of the premises. An original
31 notice posted according to this paragraph shall be posted not
32 less than three days prior to the hearing and shall include the
33 date the original notice was posted. Service of original notice
34 by mailing shall occur not less than three days prior to the
35 hearing, but may otherwise occur prior to the two attempts using

1 a method specified under paragraph "a" or "b".

2 Sec. 17. Section 648.18, Code 2025, is amended to read as
3 follows:

4 **648.18 Possession — bar.**

5 ~~Thirty~~ Sixty days' peaceable possession with the knowledge of
6 the plaintiff after the cause of action accrues is a bar to this
7 proceeding.

8 Sec. 18. Section 648.22, Code 2025, is amended to read as
9 follows:

10 **648.22 Judgment — execution — costs.**

11 1. If the defendant is found guilty, judgment shall be
12 entered that the defendant be removed from the premises, and
13 that the plaintiff be put in possession of the premises, and
14 an execution for the defendant's removal within three days from
15 the judgment shall issue accordingly, to which shall be added a
16 clause commanding the officer to collect the costs as in ordinary
17 cases.

18 2. Any personal property of the defendant remaining on the
19 premises after the defendant's removal under this section may
20 be immediately disposed of by the plaintiff. Personal property
21 under this subsection does not include a mobile home as defined
22 in section 562B.7, or the contents therein, unless the mobile
23 home is the premises.

24 Sec. 19. NEW SECTION. **648.24 Expungement — sealing of**
25 **court records.**

26 Upon application of a defendant in an action for forcible
27 entry and detainer, the court shall enter an order sealing
28 the court records of the action under any of the following
29 circumstances:

30 1. a. The action was filed against the defendant for
31 nonpayment of rent and the defendant prevailed on the merits
32 of the case or the case was dismissed because the plaintiff
33 failed to appear. A defendant is deemed to have prevailed on
34 the merits of the case including but not limited to when a
35 court determines that the action for forcible entry and detainer

1 was filed by a plaintiff against a defendant who was not in
2 violation of the lease due to clerical error, mistaken identity,
3 or other demonstrable error of the plaintiff, or was filed by the
4 plaintiff in violation of section 562A.36 or 562B.32.

5 b. Expungement of all records by order of the court pursuant
6 to this subsection shall occur within three days of a properly
7 filed application by the defendant requesting expungement of
8 records of an action for nonpayment of rent where the defendant
9 had prevailed on the merits of the case or the case had been
10 dismissed because the plaintiff failed to appear.

11 c. This subsection does not apply if the action was dismissed
12 by the plaintiff for reasons other than a failure to appear on
13 the part of the plaintiff.

14 2. a. The defendant was found guilty in the action for
15 nonpayment of rent and less than seven years has passed, and the
16 defendant's application requesting expungement is accompanied by
17 the plaintiff's notarized written consent for expungement of all
18 records on the action and, in such consent, the plaintiff attests
19 that the defendant has made satisfactory payment of unpaid rent
20 and fees owed to the plaintiff under the lease agreement and the
21 defendant has made satisfactory payment of all money judgments
22 associated with the action.

23 b. A landlord shall not be obligated to consent to the
24 request of a tenant to expunge all records on the action under
25 this subsection.

26 c. A tenant may only request expungement of all records
27 on an action for forcible entry and detainer pursuant to this
28 subsection once in a seven-year period.

29 d. The supreme court shall prescribe a plaintiff consent
30 form that may be used for purposes of this subsection and shall
31 provide the form to the public on the judicial branch's internet
32 site.

33 3. Seven or more years have passed since the defendant was
34 found guilty in an action for forcible entry and detainer based
35 on the grounds of nonpayment of rent when due.