SENATE FILE 412
BY COMMITTEE ON COMMERCE

(SUCCESSOR TO SSB 1047)

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

_____ and [= New Language by the Senate

* = Language Stricken by the Senate

A BILL FOR

An Act relating to property law, including rent, rental agreements, notice requirements, and possession of property.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 4. Section 562A.11, subsection 3, Code 2025, is amended to read as follows:

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

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

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

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

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

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

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

(3) The tenant has not revoked, in writing, the consent for

service by electronic mail, with the burden of proving such revocation being on the tenant.

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

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

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

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

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

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

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

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

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

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

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

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

If a landlord or tenant ~~knowingly uses a rental agreement containing provisions known to be prohibited by this chapter~~ willfully enforces a known prohibited provision, the other party may recover actual damages sustained.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

and sections 648.4 and 648.5.

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

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

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

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

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

c. If service cannot be made following two attempts using a method specified under paragraph "*a*" or "*b*", by posting on the primary entrance door of the premises and mailing by both regular mail and certified mail, as defined in section 618.15, to the address of the premises or to the defendant's last known address, if different from the address of the premises. An original notice posted according to this paragraph shall be posted not less than three days prior to the hearing and shall

include the date the original notice was posted. Service of original notice by mailing shall occur not less than three days prior to the hearing, but may otherwise occur prior to the two attempts using a method specified under paragraph "a" or "b".

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

648.18 Possession — bar.

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

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

648.22 Judgment — execution — costs.

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

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

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

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

1. *a.* The action was filed against the defendant for nonpayment of rent and the defendant prevailed on the merits of the case or the case was dismissed because the plaintiff

failed to appear. A defendant is deemed to have prevailed on the merits of the case including but not limited to when a court determines that the action for forcible entry and detainer was filed by a plaintiff against a defendant who was not in violation of the lease due to clerical error, mistaken identity, or other demonstrable error of the plaintiff, or was filed by the plaintiff in violation of section 562A.36 or 562B.32.

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

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

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

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

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

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

internet site.

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