

## CHAPTER 97

### LANDLORD AND TENANT LAW — FORCIBLE ENTRY AND DETAINER

H.F. 495

**AN ACT** relating to the residential landlord and tenant laws and related forcible entry and detainer laws and making penalties applicable.

*Be It Enacted by the General Assembly of the State of Iowa:*

Section 1. Section 535.2, subsection 7, Code 2013, is amended to read as follows:

7. This section does not apply to a charge imposed for late payment of rent. ~~However, in the case of a residential lease, a late payment fee shall not exceed ten dollars a day or forty dollars per month.~~

Sec. 2. Section 562A.6, Code 2013, is amended by adding the following new subsections:

NEW SUBSECTION. 7A. “*Presumption*” means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.

NEW SUBSECTION. 11A. “*Resident*” means an occupant of a dwelling unit who is at least eighteen years of age.

Sec. 3. Section 562A.9, Code 2013, is amended by adding the following new subsection:

NEW SUBSECTION. 3A. For rental agreements in which the rent does not exceed seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twelve dollars per day or a total amount of sixty dollars per month. For rental agreements in which the rent is greater than seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twenty dollars per day or a total amount of one hundred dollars per month.

Sec. 4. Section 562A.12, subsection 7, Code 2013, is amended to read as follows:

7. The bad faith retention of a deposit by a landlord, or any portion of the rental deposit, in violation of this section shall subject the landlord to punitive damages not to exceed ~~two hundred dollars~~ twice the monthly rental payment in addition to actual damages.

Sec. 5. Section 562A.17, subsection 6, Code 2013, is amended to read as follows:

6. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises or knowingly permit a person to do so. If damage, defacement, alteration, or destruction of property by the tenant is intentional, the tenant may be criminally charged with criminal mischief pursuant to chapter 716.

Sec. 6. Section 562A.26, Code 2013, is amended to read as follows:

**562A.26 Tenant’s remedies for landlord’s unlawful ouster, exclusion, or diminution of service.**

If the landlord unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, the tenant may recover possession pursuant to section 648.1, subsection 1, or terminate the rental agreement and, in either case, recover the actual damages sustained by the tenant, punitive damages not to exceed twice the monthly rental payment, and reasonable attorney fees. If the rental agreement is terminated, the landlord shall return all prepaid rent and security.

Sec. 7. Section 562A.29A, subsection 1, unnumbered paragraph 1, Code 2013, is amended to read as follows:

A written notice of termination required under section 562A.27, subsection 1, 2, or 5, a notice of termination and notice to quit required under section 562A.27A, a landlord’s written notice of termination to the tenant required under section 562A.34, subsection 1, 2, or 3, or a notice to quit required by section 648.3, shall be served upon the tenant by one or more of the following methods:

Sec. 8. Section 562A.30, Code 2013, is amended to read as follows:

**562A.30 Waiver of landlord's right to terminate.**

1. Acceptance of performance by the tenant that varies from the terms of the rental agreement or rules subsequently adopted by the landlord constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, ~~unless otherwise agreed after the breach has occurred.~~

2. Nothing in this section shall prohibit a landlord from granting a waiver for a term of days, provided the landlord gives notice of the breach and temporary waiver to a tenant consistent with section 562A.8 prior to a tenant acting or failing to act in reliance on the grant of a temporary waiver.

Sec. 9. Section 562A.36, subsection 2, Code 2013, is amended to read as follows:

2. If the landlord acts in violation of subsection 1 of this section, the tenant may recover from the landlord the actual damages sustained by the tenant and reasonable attorney fees, and has a defense in action against the landlord for possession. In an action by or against the tenant, evidence of a ~~good faith~~ good-faith complaint within one year prior to the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of a proposed rent increase or diminution of services. Evidence by the landlord that legitimate costs and charges of owning, maintaining or operating a dwelling unit have increased shall be a defense against the presumption of retaliation when a rent increase is commensurate with the increase in costs and charges. ~~"Presumption" means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.~~

Sec. 10. Section 562B.10, Code 2013, is amended by adding the following new subsection:

NEW SUBSECTION. 3A. For rental agreements in which the rent does not exceed seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twelve dollars per day or a total amount of sixty dollars per month. For rental agreements in which the rent is greater than seven hundred dollars per month, a rental agreement shall not provide for a late fee that exceeds twenty dollars per day or a total amount of one hundred dollars per month.

Sec. 11. Section 562B.27A, subsection 1, unnumbered paragraph 1, Code 2013, is amended to read as follows:

A landlord's written notice of termination to the tenant required under section 562B.10, subsection 4, a notice of termination required under section 562B.25, a notice of termination and notice to quit required under section 562B.25A, or a notice to quit required by section 648.3, shall be served upon the tenant according to one or more of the following methods:

Approved May 9, 2013