

# **Landlord & Tenant Law in Iowa**

**Todd Schmidt, Iowa Legal Aid**  
**799 Main Street, Suite 280**  
**Dubuque Iowa 52001**  
**Phone: (563) 588-4653**  
**Email: [tschmidt@iowalaw.org](mailto:tschmidt@iowalaw.org)**

## **Landlord and Tenant Duties**

### **Tenant Duties:**

1. Pay the rent on time
2. Keep the dwelling unit in a safe and healthy condition.
3. Don't carelessly or intentionally damage the dwelling unit.
4. Don't disturb the neighbor's peace and quiet.
5. Tell the landlord if something needs to be fixed.
6. Obey the lease.
7. Let the LL in with 24 hours notice to repair OR inspect, or right away in emergencies.

### **Landlord's Duties:**

1. Make repairs.
2. Provide heat, running water, etc.
3. Keep general areas clean.
4. Keep appliances safe and in working order.

*What should you do if the landlord fails to deliver possession or the dwelling unit isn't livable at the start of the lease?*

1. **5 day notice**: You can end the lease with a 5 day notice. After the 5 days the landlord must return all prepaid rent and security.
2. **Demand Performance**: The tenant can demand performance from the LL, and if the tenant elects, may file a lawsuit for possession of the dwelling unit against the LL or person wrongfully in possession.

*What should you do if the landlord doesn't make repairs?*

1. **7 day notice**: You can give the LL 7 days to fix an essential service (pests, heat, water) in writing. The notice should be sent by regular AND certified mail. The law assumes it takes 4 days for mail to be received. The tenant must move out after the 7<sup>th</sup> day (11<sup>th</sup> day if you count the 4 days for mailing - or another date specified in the notice) if the landlord doesn't make the repairs.
2. **Repair & deduct**: You may fix the problem without the landlord and deduct from the rent. Procedure: notify LL in writing 7 days before rent due, fix the problem and keep a receipt to give the LL a copy when the rent is due. Generally it is advisable to give the landlord an opportunity to fix the problem, unless the repair is an emergency. You cannot repair and deduct more than 1 months' rent each month.
3. **Housing inspector**: Call the housing inspector. The inspector will come look at the problem. If the unit is not up to code, the inspector will tell the LL to fix the problems within a certain amount of time or pay a fine.
4. **Sue the Landlord**: You can sue the landlord to force him or her to make repairs. Typically this is only a good option for very serious violations, like when an essential service isn't working.

*What late fees can a landlord legally charge a tenant?*

The amount of late fees a landlord may charge was raised a few years ago. Previously a landlord could only charge \$40 per month in late fees. The late fees a landlord is now permitted to charge depends upon the tenant's monthly rent amount:

<u>Rent</u>	<u>Late Fee</u>
\$700 or less	\$12/day up to \$60/month
More than \$700	\$20/day up to \$100/month

### **Evictions:**

*For what reasons can a landlord evict a tenant?*

1. If you break an important term of the lease – for example, if you have a pet, are too noisy, or do not get the utilities in your name that the tenant agreed to be responsible for – then the landlord must give you a 7 day notice. If you don't fix the problem in 7 days the landlord can terminate the lease and file an eviction case.
2. If you don't pay the rent, your LL must give you a 3 day notice. The notice must give you 3 days to pay the rent. If you don't pay in 3 days, the lease ends and the LL can file an eviction case.
3. If you stay past when your lease ends, then your LL must give a 3 day notice to quit. If you are not out in 3 days the LL can file an eviction case.
4. Clear and present danger: If you have illegal drugs in the apartment, or assault the landlord or a neighbor, the landlord can give you a 3 day notice to quit. If it's a guest, you can write them a letter and ask them to stay away. Give a copy of the letter to your landlord and law enforcement.

*For what reasons CAN'T a landlord evict a tenant?*

1. Retaliation for complaining to the housing authority or to the LL about the LL's failure to make repairs, or because the tenant has become a member of a renter's union.
  - a. There is a presumption of retaliation for up to a year after the tenant has made a complaint, unless the tenant is behind on rent.
  - b. The tenant cannot raise a retaliation claim if s/he is behind on the rent.
2. Discrimination based on:
  - a. Race/Color/National Origin
  - b. Familial Status (you are pregnant or live with children)
  - c. Disability
  - d. Sex/Gender
  - e. Sexual Orientation
  - f. Gender Orientation
  - g. Religious Beliefs/Creed

*How does the landlord legally evict a tenant?*

1. LL must give you a valid notice. This gives you a chance to move before it becomes a court case (and public record). You do not have to move, however. If you move after getting a nonpayment of rent notice, the LL can still sue you for the money later.
2. The landlord's notices can be served by the following methods:
  - (1) Personal Service by the sheriff;
  - (2) Tenant signs for the notice;
  - (3) Regular and certified mail AND posting on the front door (the law presumes that it takes 4 days for a notice that is mailed to be received).
3. The landlord must file an eviction case with the court and you must be served with notice of the case at least 3 days before the hearing.
4. The judge must order eviction. At the hearing the judge will first decide if you got a valid notice before the case was filed. If you did not get proper notice the case should be dismissed.
5. The most time the judge can give you to move is 3 days, unless the LL agrees to give you more time.
6. The sheriff will issue a "Writ of Removal" that lets the LL evict you.

***"Self help" evictions are illegal in Iowa.***

1. The LL can't just lock you out or remove your property without filing a court case and going before a judge.
2. The LL can't keep your things if you don't pay rent.
3. The LL can't turn off your water/heat if you don't pay rent.

*What can the tenant do if the landlord uses illegal eviction techniques?*

A tenant may sue the landlord to get possession of the apartment back, their utilities turned back on, and/or for money damages:

1. If the landlord illegally changes the locks or shuts off a tenants' utilities, the tenant may sue the landlord for actual damages and punitive damages up to two months' rent.
2. The law provides that if a landlord makes an unlawful entry the tenant may sue for actual damages not less than one months' rent.

**IMPORTANT NOTICE: This pamphlet is a general summary of the law. It is not meant to completely explain the subjects in the pamphlet. IT IS NOT A SUBSTITUTE FOR LEGAL ADVICE.**

**The information in this pamphlet was correct as of the date it was printed (March 2018). The laws may have changed since that time. DO NOT ASSUME THAT THE INFORMATION IN THIS PAMPHLET IS NOW CORRECT.**

**You should talk to a lawyer to get complete, correct, and up-to-the-date legal advice. Do not rely on the general information in this booklet for your specific case.**

**If you need a lawyer but can't afford one, contact Iowa Legal Aid.**