

Rights & Responsibilities of Iowa Landlords and Tenants

Traditionally, leases were for farms and only gave the tenant the right to use the land rented, everything else, including repairs and maintenance was the tenant's responsibility. In the early 1970s legislatures and courts across the country, including Iowa, realized that this did not accurately reflect the relationship between residential landlords and tenants. The Iowa legislature and courts, following this national trend, adopted a new view of landlord and tenant relations, recognizing that most tenants rented on a short term or yearly basis and needed a safe, clean and well maintained place to live, which the landlord would provide in return for timely payment of rent.

Landlords and tenants both have rights and responsibilities towards each other under Iowa law. A key responsibility of tenants is to pay their rent and to pay it in a timely manner. If rent is due on the 1st of each month, then it is considered late as of the 2nd of the month. Landlords are allowed by law to charge late fees, but tenants can request the late fee be dropped. If rent is unpaid, a landlord can have the tenant evicted. Eviction can only take place by going to court and following the required legal procedures. Landlords cannot use self help in evicting tenants and cannot simply tell a tenant with a valid lease to leave.

One of the most important responsibilities of landlords is to maintain and repair the rental unit and common areas. Tenants, by law, have the right to safe and sanitary rental premises and for all electrical, plumbing, heating, cooling and other systems to be in working order. Landlords must provide clean, safe premises that are in good repair at the beginning of the lease. During the lease term Landlords must make repairs and do maintenance within in a reasonable amount of time after they are reported. If the landlord does not make these repairs, the tenant needs to follow the law and issue the proper notice to in order to make a legal claim. Tenants have the responsibility to keep their part of the rental premises clean and not cause damage to the premises or disturb their neighbors. If a tenant or their guest causes damage, they made be held responsible both civilly and criminally (if intentionally damaged) for these items. Most times, having good relationships, the landlord and tenant can easily work these items out and make the necessary repairs.

The landlord has the right to enter the rental unit in order to inspect, make repairs, supply necessary services, or show the unit. The landlord cannot enter without the tenant's permission, but the tenant must be reasonable and cooperate with the landlord. The landlord needs to ask for permission at least 24 hours before they wish to enter. In case of an emergency the landlord may enter the unit without the permission of the tenant.

Both the landlord and tenant have the responsibility to follow the lease once it is agreed to. The landlord cannot raise the rent during the lease term, but neither the landlord nor the tenant are required to renew the lease at the end of the tenancy. Neither landlords nor tenants may terminate the lease except if there is a (1) serious breach of the lease or the

(2) health and safety requirements of the Iowa Landlord Tenant Act and the other side refuses to repair or mitigate the breach.

A landlord is not required to permit subleases, but if they do, cannot unreasonably refuse a sublease. If the tenant abandons the rental unit or terminates the lease, the landlord must make reasonable efforts to find a new tenant. If the rental unit is abandoned or the lease is terminated, the tenant can be liable for damages, which can include the lost rent and costs of finding a new tenant.

A lease can provide for no more than two months rent as security deposit, including pet deposits. A landlord may have a pet charge or pet rent which is not refundable. At the end of the lease the tenant must restore the premises to their condition at the beginning of the lease, except for ordinary wear and tear. The landlord can charge a tenant's security deposit for unpaid rent, late fees and other charges due under the lease and for cleaning and damage beyond ordinary wear and tear. A landlord may not charge the security deposit for automatic carpet cleaning, but may charge for cleaning a carpet that is dirty beyond ordinary wear and tear. The tenant must provide a working mailing address and the landlord must, within 30 days after the tenancy ends, either send the security deposit back or give an itemized list of security deposit deductions to the tenant.

In Iowa City, the tenant is legally responsible for extermination of pests in houses and for single unit infestation in a multi-unit building. However, Apts. Downtown, Apts. Near Campus and Apts Near Iowa have agreed with the Tenants Project that they will cover the extermination cost for the first 90 days in a house or single infestation in a multi-unit building and 50% of the costs after 90 days, but the tenant must take all necessary steps to assist with stopping reinfestation, including keeping units clean, encasing mattresses, not bringing in used furniture, etc.

The landlord is not allowed to charge tenants fees or fines not permitted by law. However, the landlord can charge its actual damages for breach of the lease or the Landlord Tenant Act.

Pets that are found within no pet buildings that are not allowed due to the law, the landlord may request to have removed. The landlord may not fine you for the pet, but can charge you for the actual damages, including time and costs incurred to rectify the situation. Pet damage to the rental may also be charged to the tenant, but the landlord shall not charge more than their actual cost for the repairs. It is not a good idea to bring a pet into a rental without your landlord's consent.

Make sure you read the lease before you sign it. The lease terms can be enforceable as long as they are not illegal. If you feel the lease is illegal, please contact the Tenant Project for further consultation.

The landlords and tenants have the right to go to court to enforce their rights under Iowa law. Most landlord tenant cases take place in small claims court. But it is in the best interest of both the landlord and tenant to work together to resolve issues. Causing

conflict may cause more issues and a court ordered resolution may not be what either side expects.