

IN THE IOWA DISTRICT COURT IN AND FOR JOHNSON COUNTY

ELIZABETH REETZ,)	
<i>Plaintiff,</i>)	CASE NO. _____
)	
vs.)	PETITION at LAW
)	<i>and in EQUITY</i>
)	
BBCS-HAWKEYE HOUSING, LLC.)	CLASS ACTION
<i>Defendant.</i>)	<i>(pending)</i>

COMES NOW, Elizabeth Reetz, by and through his attorney, Christopher Warnock, and in support of her cause of action against Defendant BBCS-Hawkeye Housing, LLC, states to the Court as follows:

1. In the instant case, the Plaintiff Elizabeth Reetz (“Tenant”) is suing her landlord, -Hawkeye Housing, LLC. ("Landlord")
2. Landlord has a standard lease, lease rules and addenda (“Lease”) which are attached hereto.
3. The lease contains provisions that violate Iowa Code Chapter 562A, the Iowa Uniform Residential Landlord Tenant Act. (“IURLTA”).
4. Specifically, Tenants contend that Landlord:
 - (A) violated Iowa Code §562A.7 by using leases with unconscionable lease provisions, in particular, but not limited to, immediate termination of lease if student status is lost;
 - (B) violated Iowa Code §562A.9 by including in leases terms and conditions prohibited by Chapter 562A or other rule of law;
 - (C) violated Iowa Code §562A.11(1) by using leases and lease rules that that limit Landlord's liability and that waive and forego tenants’ rights under the IURLTA, in particular, but not limited to, charging fines, liquidated damages, subleasing and other

fees rather than Landlord's actual damages and using check in list to waive the landlord's repair and maintenance responsibilities;

(D) violated Iowa Code §562A.11(2) by willfully using a lease containing provisions known by the Landlord to be prohibited, in particular, but not limited to the exculpation and limitation of Landlord's liability and requiring tenants to pay Landlord's attorney fees;

(E) violated Iowa Code §§562A.12 by using leases that wrongfully withhold Tenant's security deposit and do so in bad faith;

(F) violated Iowa Code §562A.13 by disclosing a manager and/or owner with an out of state address which unlawfully prevents tenants from providing notice and serving process upon;

(G) violated Iowa Code §§562A.14 & 562A.22 by using leases that waive tenants' right to possession and legal remedies for lack of possession;

(H) violated Iowa Code §562A.18 by using lease rules that were for an improper purpose, unfair, unreasonable and/or evaded the obligations of Landlord;

(I) violated Iowa Code §562A.25 by using leases that violate tenants' rights, including immediate lease termination where there is fire or casualty damage to the premises:

(J) violated Iowa Code §§562A.27 & 562A.32 by using leases, in particular, but not limited to, charging penalties, fines, liquidated damages, and subleasing and other fees other than Landlord's actual damages and by providing for 3 day notice as opposed to the legally required 7 day notice for non-rent breaches of the lease;

(K) violated Iowa Code §562A.29 by using leases that waive tenants' rights to proper mitigation of damages when the premises are abandoned.

WHEREFORE, Plaintiff seeks declaratory judgment as to the legality of Landlord's lease, plus actual damages, which are in excess of five thousand dollars,¹ for the use of illegal lease provisions, including the knowing and willful use of a rental agreement containing prohibited clauses and the bad faith retention of security deposits, plus punitive damages, attorneys fees and the costs of this action. In addition, Plaintiff requests that Defendant be permanently enjoined from including the aforereferenced illegal provisions in his leases or lease rules and from enforcing said illegal lease provisions or lease rules.

Respectfully submitted,



CHRISTOPHER WARNOCK AT0009679
532 Center Street
Iowa City, IA 52245
(319) 358-9213
chriswarnock@gmail.com

ATTORNEY FOR PLAINTIFF

¹ A motion for certification of a class action has been filed with this petition. In *Ackerman v. IBM*, 337 N.W.2d 486 at ¶32 (Iowa 1983) the Supreme Court held, "...claims in a uniform rule class action may be aggregated for the purposes of determining whether the minimum jurisdictional exception applies."