

Rights & Responsibilities of Iowa Landlords and Tenants

Traditionally, leases were for farms and only gave tenants 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.

As a result, the Uniform Residential Landlord and Tenant Law was adopted by the legislature as Iowa Code Section 562A. This statute governs the residential landlord/tenant relationship. Landlords and tenants both have rights and responsibilities towards each other under this law. Very simply, the law attempts to achieve a balance between the interests of the tenant and the interests of the landlord.

At its core, a lease is an agreement giving a tenant the right to live in property owned by the landlord in exchange for a certain sum. Thus, the foundation of the agreement is the tenant is given the right to occupy the property to the exclusion of all others in exchange for the payment of rent. The lease specifies the period of time that this arrangement will be in place. At the end of the specified period of time, either party is free to terminate the arrangement. In other words, neither the landlord nor the tenant is required to renew the lease at the end of the term of the tenancy.

During the term of the lease, the landlord cannot raise the rent and is obligated to permit the tenant to stay in the property until the lease expires. Similarly, the tenant is obligated to pay rent for the entire lease term. In short, a lease is a binding legal agreement between the parties and neither landlords nor tenants may terminate the lease without the consent of the other party, unless there is a breach of the lease or the requirements of the Iowa Landlord Tenant Act and the other side refuses to cure that breach.

A key responsibility of the tenant is to pay the rent called for by the lease agreement and to pay it in a timely manner. If a tenant pays the rent late, a landlord has the right to charge late fees. If the monthly rental amount is \$700 per month or less, landlords may charge late fees of \$12 per day up to a total amount of \$60 per month. If the rent is more than \$700 per month, landlords may charge late fees of up to \$20 per day up to a total of \$100 per month. If rent remains unpaid, a landlord may seek to have the tenant evicted. To evict a tenant, the landlord must provide notice of the default and an opportunity to fix the problem. If the rent still isn't paid, a landlord must file suit against the tenant in court and follow the required legal procedures. Although the parties may mutually agree to terminate the lease, landlords cannot use self help in evicting tenants and cannot simply tell a tenant with a valid lease to leave.

Another area in which the Landlord-Tenant Act attempts to balance the interests of landlords and tenants is in the area of required maintenance and repair of the property during the term of the lease. Both parties to the lease have certain obligations and responsibilities. As a general rule, those responsibilities include the following:

Landlord:

- 1) Comply with the requirements of applicable building and housing codes materially affecting health and safety.
- 2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- 3) Keep all common areas in a clean and safe condition.
- 4) Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, and other facilities and appliances.
- 5) Provide and maintain receptacles for the central collection and removal of ashes, garbage, rubbish, and other waste.
- 6) Supply running water and reasonable amounts of hot water and heat.

Tenant:

- 1) Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- 2) Keep the leased property clean and safe.
- 3) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- 4) Keep all plumbing fixtures as clean as their condition permits.
- 5) Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, elevators, other facilities and appliances in a reasonable manner.
- 6) Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises or knowingly permit a person to do so.
- 7) Act in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

This means that 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 term. During the lease term, landlords must make repairs to the property and do maintenance within in a reasonable amount of time after problems are reported. In addition, the landlord may not charge a tenant for performing routine maintenance or repairs. However, if those repairs or maintenance were necessitated by the fact that the tenant did not use the property reasonably, because the tenant did not keep the property clean or because of some other way in which the tenant did not fulfill his or her responsibilities, then a landlord may charge the tenant for the resulting repair. For example and simply as an illustration, if the garbage disposal is not working, as a general rule, it is the landlord's responsibility to repair it at its own cost. If, on the other hand, the garbage disposal is not

working because the tenant dropped silverware into it, then the landlord may bill the tenant for the resulting repair. Similarly, if a toilet overflows and causes damage to the floor, the landlord would routinely be responsible for that repair. On the other hand, if a toilet overflowed because the tenant has flushed all of the dirt from a potted plant, the tenant would be responsible for reimbursing landlord for the cost of the resulting necessary repair.

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. Unless the tenant agrees otherwise, 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 upon. A landlord is not required to permit subleases, but if he does, he cannot unreasonably refuse a sublease. If the tenant abandons the rental unit, the landlord must make reasonable efforts to find a new tenant but the tenant can be liable for damages, which can include the lost rent and the costs of finding a new tenant. If there is more than one Tenant under the lease, and the lease says the tenants are "jointly and severally liable", this means that each tenant under the lease is responsible for the entire amount of the rent and not only his or her proportionate share.

A lease can provide for no more than two months rent as security deposit. At the end of the term of the lease, the tenant must restore the premises to its condition at the beginning of the lease term, 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, keeping in mind the tenant's obligation to keep the property clean during the lease term. 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 deductions from the security deposit to the tenant.

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. This summary is not intended as an exhaustive list of all of the rights and responsibilities of landlords and tenants but is intended as a general overview of the relationship. If you have specific questions or want a more comprehensive understanding of the Uniform Residential Landlord and Tenant Law, you should contact an attorney of your choice.