lowa

Landlord - Tenant Laws Complete Guide



Iowa Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of lowa's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in Iowa.



Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum

What This Means: 2x monthly rent

- 1. A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.
- 2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank or savings and loan association or credit union which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. Notwithstanding the provisions of chapter 543B, all rental deposits may be held in a trust account, which may be a common trust account and which may be an interest-bearing account. Any interest earned on a rental deposit during the first five years of a tenancy shall be the property of the landlord.
- 3.a. A landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the dwelling unit, the statement shall specify the nature of the damages. The landlord may withhold from the rental deposit only such amounts as are reasonably necessary for the following reasons:(1) To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.(3) To recover expenses incurred in acquiring possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification of such noncompliance pursuant to this chapter.b. In an action concerning the rental deposit, the burden of proving, by a preponderance of the evidence, the reason for withholding all or any portion of the rental deposit shall be on the landlord.
- 4. A landlord who fails to provide a written statement within thirty days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.
- 5.a. Upon termination of a landlord's interest in the dwelling unit, the landlord or an agent of the landlord shall, within a reasonable time, transfer the rental deposit, or any remainder after any



lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.b. Upon the termination of the landlord's interest in the dwelling unit and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the rental deposit.

- 6. Upon termination of the landlord's interest in the dwelling unit, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within twenty days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to the landlord's successor.
- 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 twice the monthly rental payment in addition to actual damages.
- 8. The court may, in any action on a rental agreement, award reasonable attorney fees to the prevailing party.

Iowa Code § 562A.12

Amended by 2014 lowa, ch 1026,s 123, eff. 7/1/2014. Amended by 2013 lowa, ch 97, s 4, eff. 7/1/2013. C75, 77, § 562.9 - 562.14; C79, 81, § 562A.12

93 Acts, ch 154, §13; 2010 Acts, ch 1017, §2, 11

Referred to in §562A.21, 562A.25

Security Deposit Interest:

What This Means: Interest earned from a security deposit account is the landlord's property for the 5 years of tenancy.

- 1. A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.
- 2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank or savings and loan association or credit union which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. Notwithstanding the provisions of chapter 543B, all rental deposits may be held in a trust account, which may be a common trust account and which may be an



interest-bearing account. Any interest earned on a rental deposit during the first five years of a tenancy shall be the property of the landlord.

- 3.a. A landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the dwelling unit, the statement shall specify the nature of the damages. The landlord may withhold from the rental deposit only such amounts as are reasonably necessary for the following reasons:(1) To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.(3) To recover expenses incurred in acquiring possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification of such noncompliance pursuant to this chapter.b. In an action concerning the rental deposit, the burden of proving, by a preponderance of the evidence, the reason for withholding all or any portion of the rental deposit shall be on the landlord.
- 4. A landlord who fails to provide a written statement within thirty days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.
- 5.a. Upon termination of a landlord's interest in the dwelling unit, the landlord or an agent of the landlord shall, within a reasonable time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.b. Upon the termination of the landlord's interest in the dwelling unit and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the rental deposit.
- 6. Upon termination of the landlord's interest in the dwelling unit, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within twenty days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to the landlord's successor.
- 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 twice the monthly rental payment in addition to actual damages.



8. The court may, in any action on a rental agreement, award reasonable attorney fees to the prevailing party.

Iowa Code § 562A.12

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93 Acts, ch 154, §13; 2010 Acts, ch 1017, §2, 11

Referred to in §562A.21, 562A.25

Security Deposit

Separate Security Deposit Bank Account:

What This Means: Yes

- 1. A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.
- 2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank or savings and loan association or credit union which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. Notwithstanding the provisions of chapter 543B, all rental deposits may be held in a trust account, which may be a common trust account and which may be an interest-bearing account. Any interest earned on a rental deposit during the first five years of a tenancy shall be the property of the landlord.
- 3.a. A landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the dwelling unit, the statement shall specify the nature of the damages. The landlord may withhold from the rental deposit only such amounts as are reasonably necessary for the following reasons:(1) To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.(3) To recover expenses incurred in acquiring possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification of such noncompliance pursuant to this chapter.b. In an action concerning the rental deposit, the burden of proving, by a preponderance of the evidence, the reason for withholding all or any portion of the rental deposit shall be on the landlord.



- 4. A landlord who fails to provide a written statement within thirty days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.
- 5.a. Upon termination of a landlord's interest in the dwelling unit, the landlord or an agent of the landlord shall, within a reasonable time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.b. Upon the termination of the landlord's interest in the dwelling unit and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the rental deposit.
- 6. Upon termination of the landlord's interest in the dwelling unit, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within twenty days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to the landlord's successor.
- 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 twice the monthly rental payment in addition to actual damages.
- 8. The court may, in any action on a rental agreement, award reasonable attorney fees to the prevailing party.

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93 Acts, ch 154, §13; 2010 Acts, ch 1017, §2, 11

Referred to in §562A.21, 562A.25

Non-refundable fees:

What This Means: No statute

Legal Statute:

No content available



Pet De	posits	and	Addit	ional	Fees:

What This Means: No statute

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: 30 days

- 1. A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.
- 2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank or savings and loan association or credit union which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. Notwithstanding the provisions of chapter 543B, all rental deposits may be held in a trust account, which may be a common trust account and which may be an interest-bearing account. Any interest earned on a rental deposit during the first five years of a tenancy shall be the property of the landlord.
- 3.a. A landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the dwelling unit, the statement shall specify the nature of the damages. The landlord may withhold from the rental deposit only such amounts as are reasonably necessary for the following reasons:(1) To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.(3) To recover expenses incurred in acquiring possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification of such noncompliance pursuant to this chapter.b. In an action concerning the rental deposit, the burden of proving, by a preponderance of the evidence, the reason for withholding all or any portion of the rental deposit shall be on the landlord.
- 4. A landlord who fails to provide a written statement within thirty days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions shall forfeit all rights



to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.

- 5.a. Upon termination of a landlord's interest in the dwelling unit, the landlord or an agent of the landlord shall, within a reasonable time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.b. Upon the termination of the landlord's interest in the dwelling unit and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the rental deposit.
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- 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 twice the monthly rental payment in addition to actual damages.
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93 Acts, ch 154, §13; 2010 Acts, ch 1017, §2, 11

Referred to in §562A.21, 562A.25

Permitted Uses of the Deposit:

What This Means: Default rent, restore damages beyond regular wear and tear, recover expenses.

Legal Statute:

1. A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.



- 2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank or savings and loan association or credit union which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. Notwithstanding the provisions of chapter 543B, all rental deposits may be held in a trust account, which may be a common trust account and which may be an interest-bearing account. Any interest earned on a rental deposit during the first five years of a tenancy shall be the property of the landlord.
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- 4. A landlord who fails to provide a written statement within thirty days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.
- 5.a. Upon termination of a landlord's interest in the dwelling unit, the landlord or an agent of the landlord shall, within a reasonable time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.b. Upon the termination of the landlord's interest in the dwelling unit and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the rental deposit.
- 6. Upon termination of the landlord's interest in the dwelling unit, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within twenty days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to the landlord's successor.



- 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 twice the monthly rental payment in addition to actual damages.
- 8. The court may, in any action on a rental agreement, award reasonable attorney fees to the prevailing party.

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93 Acts, ch 154, §13; 2010 Acts, ch 1017, §2, 11

Referred to in §562A.21, 562A.25

Security Deposit can be Withheld:

What This Means: Yes

- 1. A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.
- 2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank or savings and loan association or credit union which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. Notwithstanding the provisions of chapter 543B, all rental deposits may be held in a trust account, which may be a common trust account and which may be an interest-bearing account. Any interest earned on a rental deposit during the first five years of a tenancy shall be the property of the landlord.
- 3.a. A landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the dwelling unit, the statement shall specify the nature of the damages. The landlord may withhold from the rental deposit only such amounts as are reasonably necessary for the following reasons:(1) To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.(3) To recover expenses incurred in acquiring possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification of such noncompliance pursuant to this chapter.b. In an action



concerning the rental deposit, the burden of proving, by a preponderance of the evidence, the reason for withholding all or any portion of the rental deposit shall be on the landlord.

- 4. A landlord who fails to provide a written statement within thirty days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.
- 5.a. Upon termination of a landlord's interest in the dwelling unit, the landlord or an agent of the landlord shall, within a reasonable time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.b. Upon the termination of the landlord's interest in the dwelling unit and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the rental deposit.
- 6. Upon termination of the landlord's interest in the dwelling unit, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within twenty days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to the landlord's successor.
- 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 twice the monthly rental payment in addition to actual damages.
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93 Acts, ch 154, §13; 2010 Acts, ch 1017, §2, 11

Referred to in §562A.21, 562A.25

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes



- 1. A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.
- 2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank or savings and loan association or credit union which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. Notwithstanding the provisions of chapter 543B, all rental deposits may be held in a trust account, which may be a common trust account and which may be an interest-bearing account. Any interest earned on a rental deposit during the first five years of a tenancy shall be the property of the landlord.
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- 4. A landlord who fails to provide a written statement within thirty days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.
- 5.a. Upon termination of a landlord's interest in the dwelling unit, the landlord or an agent of the landlord shall, within a reasonable time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.b. Upon the termination of the landlord's interest in the dwelling unit and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the rental deposit.
- 6. Upon termination of the landlord's interest in the dwelling unit, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within twenty days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount



contained in the notice. The notice shall contain a stamped envelope addressed to the landlord's successor.

- 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 twice the monthly rental payment in addition to actual damages.
- 8. The court may, in any action on a rental agreement, award reasonable attorney fees to the prevailing party.

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93 Acts, ch 154, §13; 2010 Acts, ch 1017, §2, 11

Referred to in §562A.21, 562A.25

Receipt of Security Deposit:

What This Means: No statute

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: Yes

- 1. A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.
- 2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank or savings and loan association or credit union which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. Notwithstanding the provisions of chapter 543B, all rental deposits may be held in a trust account, which may be a common trust account and which may be an interest-bearing account. Any interest earned on a rental deposit during the first five years of a tenancy shall be the property of the landlord.



- 3.a. A landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the dwelling unit, the statement shall specify the nature of the damages. The landlord may withhold from the rental deposit only such amounts as are reasonably necessary for the following reasons:(1) To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.(3) To recover expenses incurred in acquiring possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification of such noncompliance pursuant to this chapter.b. In an action concerning the rental deposit, the burden of proving, by a preponderance of the evidence, the reason for withholding all or any portion of the rental deposit shall be on the landlord.
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- 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 twice the monthly rental payment in addition to actual damages.
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93 Acts, ch 154, §13; 2010 Acts, ch 1017, §2, 11

Referred to in §562A.21, 562A.25

Failure to Comply:

What This Means: The landlord may be liable for up to 2x monthly rental amount + damages, and attorney fees.

- 1. A landlord shall not demand or receive as a security deposit an amount or value in excess of two months' rent.
- 2. All rental deposits shall be held by the landlord for the tenant, who is a party to the agreement, in a bank or savings and loan association or credit union which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. Notwithstanding the provisions of chapter 543B, all rental deposits may be held in a trust account, which may be a common trust account and which may be an interest-bearing account. Any interest earned on a rental deposit during the first five years of a tenancy shall be the property of the landlord.
- 3.a. A landlord shall, within thirty days from the date of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the rental deposit to the tenant or furnish to the tenant a written statement showing the specific reason for withholding of the rental deposit or any portion thereof. If the rental deposit or any portion of the rental deposit is withheld for the restoration of the dwelling unit, the statement shall specify the nature of the damages. The landlord may withhold from the rental deposit only such amounts as are reasonably necessary for the following reasons:(1) To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.(2) To restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted.(3) To recover expenses incurred in acquiring possession of the premises from a tenant who does not act in good faith in failing to surrender and vacate the premises upon noncompliance with the rental agreement and notification of such noncompliance pursuant to this chapter.b. In an action concerning the rental deposit, the burden of proving, by a preponderance of the evidence, the reason for withholding all or any portion of the rental deposit shall be on the landlord.
- 4. A landlord who fails to provide a written statement within thirty days of termination of the tenancy and receipt of the tenant's mailing address or delivery instructions shall forfeit all rights to withhold any portion of the rental deposit. If no mailing address or instructions are provided to the landlord within one year from the termination of the tenancy the rental deposit shall revert to the landlord and the tenant will be deemed to have forfeited all rights to the rental deposit.



- 5.a. Upon termination of a landlord's interest in the dwelling unit, the landlord or an agent of the landlord shall, within a reasonable time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.b. Upon the termination of the landlord's interest in the dwelling unit and compliance with the provisions of this subsection, the landlord shall be relieved of any further liability with respect to the rental deposit.
- 6. Upon termination of the landlord's interest in the dwelling unit, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within twenty days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to the landlord's successor.
- 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 twice the monthly rental payment in addition to actual damages.
- 8. The court may, in any action on a rental agreement, award reasonable attorney fees to the prevailing party.

Amended by 2014 lowa, ch 1026,s 123, eff. 7/1/2014. Amended by 2013 lowa, ch 97, s 4, eff. 7/1/2013. C75, 77, § 562.9 - 562.14; C79, 81, § 562A.12

93 Acts, ch 154, §13; 2010 Acts, ch 1017, §2, 11

Referred to in §562A.21, 562A.25



Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: At the beginning of the month or each term i.e week to week unless otherwise stated in the rental agreement.

Legal Statute:

- 1. The landlord and tenant may include in a rental agreement, terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.
- 2. In absence of agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.
- 3. Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly apportionable from day-to-day.
- 4. 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.
- 5. Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week in case of a roomer who pays weekly rent, and in all other cases month-to-month.

Iowa Code § 562A.9

Amended by 2013 lowa, ch 97, s 3, eff. 7/1/2013.C79, 81, § 562A.9.

Referred to in §562A.34

Payment Methods:

What This Means: No statute

Legal Statute:

No content available



Rent Increase Notice:

What This Means: 30 day notice required

Legal Statute:

- 1. The landlord or a person authorized to enter into a rental agreement on behalf of the landlord shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of:a. The person authorized to manage the premises.b. An owner of the premises or a person authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands.
- 2. The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against a successor landlord, owner, or manager.
- 3. A person who fails to comply with subsection 1 becomes an agent of each person who is a landlord for the purpose of:a. Service of process and receiving and receipting for notices and demands.b. Performing the obligations of the landlord under this chapter and under the rental agreement and expending or making available for that purpose all rent collected from the premises.
- 4. The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall fully explain utility rates, charges and services to the prospective tenant before the rental agreement is signed unless paid by the tenant directly to the utility company.
- 5. Each tenant shall be notified, in writing, of any rent increase at least thirty days before the effective date. Such effective date shall not be sooner than the expiration date of original rental agreement or any renewal or extension thereof.
- 6. The landlord or a person authorized to enter into a rental agreement on behalf of the landlord shall disclose to each tenant in writing before the commencement of the tenancy if the property is listed in the comprehensive environmental response compensation and liability information system maintained by the federal environmental protection agency.

Iowa Code § 562A.13

C79, 81, § 562A.13 2004 Acts, ch 1071, §1

Referred to in §562A.6, 562A.8

Late Fees:

What This Means: \$12/day maximum \$60/month for rent that doesn't exceed \$700/month. If the rent exceeds \$700/month then the late fee can be \$20/day up to \$100/month.



Legal Statute:

1. The landlord and tenant may include in a rental agreement, terms and conditions not prohibited by this chapter or other rule of law including rent, term of the agreement, and other

provisions governing the rights and obligations of the parties.

2. In absence of agreement, the tenant shall pay as rent the fair rental value for the use and

occupancy of the dwelling unit.

3. Rent shall be payable without demand or notice at the time and place agreed upon by the

parties. Unless otherwise agreed, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly

installments at the beginning of each month. Unless otherwise agreed, rent shall be uniformly

apportionable from day-to-day.

4. 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.

5. Unless the rental agreement fixes a definite term, the tenancy shall be week-to-week in case

of a roomer who pays weekly rent, and in all other cases month-to-month.

Iowa Code § 562A.9

Amended by 2013 lowa, ch 97, s 3, eff. 7/1/2013.C79, 81, § 562A.9.

Referred to in §562A.34

Application Fees:

What This Means: No statute

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute

Legal Statute:

No content available



Returned Check Fees:

What This Means: \$30 maximum

Legal Statute:

- 1. The holder of a dishonored check, draft, or order may assess against the maker of that check, draft, or order a surcharge not to exceed thirty dollars.
- 2. The surcharge authorized by this section shall not be assessed unless the holder clearly and conspicuously posts a notice at the usual place of payment, or in the billing statement of the holder, stating that a surcharge will be assessed and the amount of the surcharge. However, the surcharge shall not be assessed against the maker if the reason for the dishonor of the check, draft, or order is that the maker has stopped payment pursuant to section 554.4403.

Iowa Code § 554.3512

95 Acts, ch 137, §2; 2003 Acts, ch 10, §1

Referred to in §331.553, 537.2501, 554.3513

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: Yes

Legal Statute:

1. If contrary to the rental agreement or section 562A.15 the landlord deliberately or negligently fails to supply running water, hot water, or heat, or essential services, the tenant may give written notice to the landlord specifying the breach and may:a. Procure reasonable amounts of hot water, running water, heat and essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;b. Recover damages based upon the diminution in the fair rental value of the dwelling unit; orc. Recover any rent already paid for the period of the landlord's noncompliance which shall be reimbursed on a pro rata basis.2. If the tenant proceeds under this section, the tenant may not proceed under section 562A.21 as to that breach.3. The rights under this section do not arise until the tenant has given notice to the landlord or if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the consent of the tenant.

Iowa Code § 562A.23



C79, 81, § 562A.23

Tenant Allowed to Repair and Deduct Rent:

What This Means: Yes

Legal Statute:

1. If contrary to the rental agreement or section 562A.15 the landlord deliberately or negligently fails to supply running water, hot water, or heat, or essential services, the tenant may give written notice to the landlord specifying the breach and may:a. Procure reasonable amounts of hot water, running water, heat and essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent;b. Recover damages based upon the diminution in the fair rental value of the dwelling unit; orc. Recover any rent already paid for the period of the landlord's noncompliance which shall be reimbursed on a pro rata basis.2. If the tenant proceeds under this section, the tenant may not proceed under section 562A.21 as to that breach.3. The rights under this section do not arise until the tenant has given notice to the landlord or if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the consent of the tenant.

Iowa Code § 562A.23

C79, 81, § 562A.23

Self-Help Evictions:

What This Means: Not allowed

Legal Statute:

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.

Iowa Code § 562A.26

Amended by 2013 lowa, ch 97, s 6, eff. 7/1/2013.C79, 81, § 562A.26.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Yes



Legal Statute:

- 1. The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least ten days prior to the termination date specified in the notice.
- 2. The landlord or the tenant may terminate a month-to -month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.
- 3. The landlord or the tenant may terminate a tenancy having a term longer than month-to-month by a written notice given to the other at least thirty days prior to the end of the first or subsequent term of the tenancy specified in the notice.
- 4. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover the actual damages sustained by the landlord and reasonable attorney fees. If the landlord consents to the tenant's continued occupancy, section 562A.9, subsection 5 applies.

Iowa Code § 562A.34

C79, 81, § 562A.34 2006 Acts, ch 1037, §1

Referred to in §562A.14, 562A.29A

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: Yes

- 1. If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence as provided in section 562A.20, and the tenant willfully fails to do so, the landlord may recover actual damages from the tenant.
- 2. During an absence of the tenant in excess of fourteen days, the landlord may enter the dwelling unit at times reasonably necessary.
- 3. If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning prior to the expiration of the rental agreement, it is deemed to be terminated as of the date the new tenancy begins. The rental agreement is deemed to be terminated by the landlord as of the date the landlord has notice of the abandonment, if the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender. If the tenancy is from month-to-month, or week-to-week, the term of the rental agreement for this purpose shall be deemed to be a month or a week, as the case may be.



C79, 81, § 562A.29

Referred to in §562A.19



Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: Lease agreements longer than month-to-month required a 30-day noticed. Usually, a fixed-term lease simply expires so a notice isn't required.

Legal Statute:

- 1. The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least ten days prior to the termination date specified in the notice.
- 2. The landlord or the tenant may terminate a month-to -month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.
- 3. The landlord or the tenant may terminate a tenancy having a term longer than month-to-month by a written notice given to the other at least thirty days prior to the end of the first or subsequent term of the tenancy specified in the notice.
- 4. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover the actual damages sustained by the landlord and reasonable attorney fees. If the landlord consents to the tenant's continued occupancy, section 562A.9, subsection 5 applies.

Iowa Code § 562A.34

C79, 81, § 562A.34 2006 Acts, ch 1037, §1

Referred to in §562A.14, 562A.29A

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: 10-day notice required

- 1. The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least ten days prior to the termination date specified in the notice.
- 2. The landlord or the tenant may terminate a month-to -month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.



- 3. The landlord or the tenant may terminate a tenancy having a term longer than month-to-month by a written notice given to the other at least thirty days prior to the end of the first or subsequent term of the tenancy specified in the notice.
- 4. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover the actual damages sustained by the landlord and reasonable attorney fees. If the landlord consents to the tenant's continued occupancy, section 562A.9, subsection 5 applies.

C79, 81, § 562A.34 2006 Acts, ch 1037, §1

Referred to in §562A.14, 562A.29A

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: 30-day notice required

Legal Statute:

- 1. The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least ten days prior to the termination date specified in the notice.
- 2. The landlord or the tenant may terminate a month-to -month tenancy by a written notice given to the other at least thirty days prior to the periodic rental date specified in the notice.
- 3. The landlord or the tenant may terminate a tenancy having a term longer than month-to-month by a written notice given to the other at least thirty days prior to the end of the first or subsequent term of the tenancy specified in the notice.
- 4. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and if the tenant's holdover is willful and not in good faith the landlord, in addition, may recover the actual damages sustained by the landlord and reasonable attorney fees. If the landlord consents to the tenant's continued occupancy, section 562A.9, subsection 5 applies.

Iowa Code § 562A.34

C79, 81, § 562A.34 2006 Acts, ch 1037, §1

Referred to in §562A.14, 562A.29A



Notice to Terminate Lease due to Sale of Property:

What This Means: No statute

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: 7-day notice to remedy or quit.

- 1. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with section 562A.17 materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than seven days after receipt of the notice if the breach is not remedied in seven days, and the rental agreement shall terminate as provided in the notice subject to the provisions of this section. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate the rental agreement upon at least seven days' written notice specifying the breach and the date of termination of the rental agreement.
- 2. If rent is unpaid when due and the tenant fails to pay rent within three days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement.
- 3. Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief for noncompliance by the tenant with the rental agreement or section 562A.17 unless the tenant demonstrates affirmatively that the tenant has exercised due diligence and effort to remedy any noncompliance, and that the tenant's failure to remedy any noncompliance was due



to circumstances beyond the tenant's control. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney fees.

- 4. In any action by a landlord for possession based upon nonpayment of rent, proof by the tenant of the following shall be a defense to any action or claim for possession by the landlord, and the amounts expended by the claimant in correcting the deficiencies shall be deducted from the amount claimed by the landlord as unpaid rent:a. That the landlord failed to comply either with the rental agreement or with section 562A.15; andb. That the tenant notified the landlord at least seven days prior to the due date of the tenant's rent payment of the tenant's intention to correct the condition constituting the breach referred to in paragraph \"a\" at the landlord's expense; andc. That the reasonable cost of correcting the condition constituting the breach is equal to or less than one month's periodic rent; andd. That the tenant in good faith caused the condition constituting the breach to be corrected prior to receipt of written notice of the landlord's intention to terminate the rental agreement for nonpayment of rent.
- 5. Notwithstanding any other provisions of this chapter, a municipal housing agency established pursuant to chapter 403A may issue a thirty-day notice of lease termination for a violation of a rental agreement by the tenant when the violation is a violation of a federal regulation governing the tenant's eligibility for or continued participation in a public housing program. The municipal housing agency shall not be required to provide the tenant with a right or opportunity to remedy the violation or to give any notice that the tenant has such a right or opportunity when the notice cites the federal regulation as authority.

Iowa Code § 562A.27

C79, 81, § 562A.27 95 Acts, ch 125, §6, 7; 2003 Acts, ch 154, §2

Referred to in §562A.27A, 562A.29A, 562A.32, 648.3

Notice for Lease Violation:

What This Means: 7-day notice to remedy or quit

Legal Statute:

1. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with section 562A.17 materially affecting health and safety, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than seven days after receipt of the notice if the breach is not remedied in seven days, and the rental agreement shall terminate as provided in the notice subject to the provisions of this section. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not terminate. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the landlord may terminate



the rental agreement upon at least seven days' written notice specifying the breach and the date of termination of the rental agreement.

- 2. If rent is unpaid when due and the tenant fails to pay rent within three days after written notice by the landlord of nonpayment and the landlord's intention to terminate the rental agreement if the rent is not paid within that period of time, the landlord may terminate the rental agreement.
- 3. Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief for noncompliance by the tenant with the rental agreement or section 562A.17 unless the tenant demonstrates affirmatively that the tenant has exercised due diligence and effort to remedy any noncompliance, and that the tenant's failure to remedy any noncompliance was due to circumstances beyond the tenant's control. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney fees.
- 4. In any action by a landlord for possession based upon nonpayment of rent, proof by the tenant of the following shall be a defense to any action or claim for possession by the landlord, and the amounts expended by the claimant in correcting the deficiencies shall be deducted from the amount claimed by the landlord as unpaid rent:a. That the landlord failed to comply either with the rental agreement or with section 562A.15; andb. That the tenant notified the landlord at least seven days prior to the due date of the tenant's rent payment of the tenant's intention to correct the condition constituting the breach referred to in paragraph \"a\" at the landlord's expense; andc. That the reasonable cost of correcting the condition constituting the breach is equal to or less than one month's periodic rent; andd. That the tenant in good faith caused the condition constituting the breach to be corrected prior to receipt of written notice of the landlord's intention to terminate the rental agreement for nonpayment of rent.
- 5. Notwithstanding any other provisions of this chapter, a municipal housing agency established pursuant to chapter 403A may issue a thirty-day notice of lease termination for a violation of a rental agreement by the tenant when the violation is a violation of a federal regulation governing the tenant's eligibility for or continued participation in a public housing program. The municipal housing agency shall not be required to provide the tenant with a right or opportunity to remedy the violation or to give any notice that the tenant has such a right or opportunity when the notice cites the federal regulation as authority.

Iowa Code § 562A.27

C79, 81, § 562A.27 95 Acts, ch 125, §6, 7; 2003 Acts, ch 154, §2

Referred to in §562A.27A, 562A.29A, 562A.32, 648.3

Required Notice before Entry:

What This Means: 24-hour notice and entry must be within reasonable times.



- 1. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- 2. The landlord may enter the dwelling unit without consent of the tenant in case of emergency.
- 3. The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least twenty-four hours' notice of the landlord's intent to enter and enter only at reasonable times.4. The landlord does not have another right of access except by court order, and as permitted by sections 562A.28 and 562A.29, or if the tenant has abandoned or surrendered the premises.

C79, 81, § 562A.19

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Yes

Legal Statute:

- 1. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- 2. The landlord may enter the dwelling unit without consent of the tenant in case of emergency.
- 3. The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least twenty-four hours' notice of the landlord's intent to enter and enter only at reasonable times.4. The landlord does not have another right of access except by court order, and as permitted by sections 562A.28 and 562A.29, or if the tenant has abandoned or surrendered the premises.

Iowa Code § 562A.19

C79, 81, § 562A.19

Emergency Entry Allowed without Notice:

What This Means: Yes



- 1. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- 2. The landlord may enter the dwelling unit without consent of the tenant in case of emergency.
- 3. The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least twenty-four hours' notice of the landlord's intent to enter and enter only at reasonable times.
- 4. The landlord does not have another right of access except by court order, and as permitted by sections 562A.28 and 562A.29, or if the tenant has abandoned or surrendered the premises.

C79, 81, § 562A.19

Entry Allowed During Tenant's Extended Absence:

What This Means: Yes

Legal Statute:

- 1. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- 2. The landlord may enter the dwelling unit without consent of the tenant in case of emergency.
- 3. The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least twenty-four hours' notice of the landlord's intent to enter and enter only at reasonable times.4. The landlord does not have another right of access except by court order, and as permitted by sections 562A.28 and 562A.29, or if the tenant has abandoned or surrendered the premises.

Iowa Code § 562A.19

C79, 81, § 562A.19

Entry Allowed with Notice for Showing the Property:

What This Means: Yes



- 1. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
- 2. The landlord may enter the dwelling unit without consent of the tenant in case of emergency.
- 3. The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impracticable to do so, the landlord shall give the tenant at least twenty-four hours' notice of the landlord's intent to enter and enter only at reasonable times.4. The landlord does not have another right of access except by court order, and as permitted by sections 562A.28 and 562A.29, or if the tenant has abandoned or surrendered the premises.

C79, 81, § 562A.19

Notice to Tenants for Pesticide Use:

What This Means: No staute

Legal Statute:

No content available

Lockouts Allowed:

What This Means: No

Legal Statute:

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in this chapter.

Iowa Code § 562A.33

C79, 81, § 562A.33

Utility Shut-offs Allowed:

What This Means: No



Legal Statute:

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including willful diminution of services to the tenant by interrupting or causing the interruption of electric, gas, water or other essential service to the tenant, except in case of abandonment, surrender, or as permitted in this chapter.

Iowa Code § 562A.33

C79, 81, § 562A.33

Electronic Notices Allowed:

What This Means: No statute

Legal Statute:

No content available

Quick Reference Guide

Key Iowa Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in lowa.

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Links To Statutes

- lowa Code § 562A.4 Administration of remedies enforcement
- lowa Code § 562A.9 Terms and conditions of rental agreement
- lowa Code § 554.3512 Holder's recourse for dishonor
- Iowa Code § 562A.11 Prohibited provisions in rental agreements
- Iowa Code § 562A.12 Rental deposits
- lowa Code § 562A.13 Disclosure



- lowa Code § 562A.13(4) Disclosure (utility rates)
- lowa Code § 562A.13(5) Disclosure (rent increase)
- lowa Code § 562A.13(6) Disclosure (environmental liability)
- lowa Code § 562A.15 Landlord to maintain fit premises
- Iowa Code § 562A.17 Tenant to maintain dwelling unit
- lowa Code § 562A.19 Access
- lowa Code § 562A.20 Tenant to use and occupy
- lowa Code § 562A.23 Wrongful failure to supply heat, water, hot water or essential services
- lowa Code § 562A.24 Landlord's noncompliance as defense to action for possession or rent
- lowa Code § 562A.26 Tenant's remedies for landlord's unlawful ouster, exclusion, or diminution of service
- lowa Code § 562A.27 Noncompliance with rental agreement failure to pay rent – violation of federal regulation
- lowa Code § 562A.27A Termination for creating a clear and present danger to others
- lowa Code § 562A.29 Remedies for absence, nonuse and abandonment
- lowa Code § 562A.33 Recovery of possession limited
- Iowa Code § 562A.34 Periodic tenancy holdover remedies
- Iowa Code § 562A.36 Retaliatory conduct prohibited
- lowa Code § 648.5 Venue service of original notice hearing
- lowa Code § 614.1 Period

