



**THIS IS NOT LEGAL ADVICE AND SHOULD NOT REPLACE A LAWYER**

#### UNIFORM RESIDENTIAL LANDLORD AND TENANT LAW, §562A.27

##### **562A.27 Noncompliance with rental agreement — failure to pay rent — violation of federal regulation.**

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; and b. 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; and c. That the reasonable cost of correcting the condition constituting the breach is equal to or less than one month's periodic rent; and d. 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.

[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 Sat Dec 04 06:06:16 2021 Iowa Code 2022, Section 562A.27 (16, 0)

## **UNIFORM RESIDENTIAL LANDLORD AND TENANT LAW, §562A.27A**

### **562A.27A Termination for creating a clear and present danger to others.**

1. Notwithstanding section 562A.27 or 648.3, if a tenant has created or maintained a threat constituting a clear and present danger to the health or safety of other tenants, the landlord, the landlord's employee or agent, or other persons on or within one thousand feet of the landlord's property, the landlord, after the service of a single three days' written notice of termination and notice to quit stating the specific activity causing the clear and present danger, and setting forth the language of subsection 3 which includes certain exemption provisions available to the tenant, may file suit against the tenant for recovery of possession of the premises pursuant to chapter 648, except as otherwise provided in subsection 3. The petition shall state the incident or incidents giving rise to the notice of termination and notice to quit. The tenant shall be given the opportunity to contest the termination in the court proceedings by notice thereof at least three days prior to the hearing.

2. A clear and present danger to the health or safety of other tenants, the landlord, the landlord's employees or agents, or other persons on or within one thousand feet of the landlord's property includes, but is not limited to, any of the following activities of the tenant or of any person on the premises with the consent of the tenant:

a. Physical assault or the threat of physical assault.

b. Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm. The mere possession or storage of a firearm by a tenant in the dwelling unit that the tenant rents does not constitute a clear and present danger.

c. Possession of a controlled substance unless the controlled substance was obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of the practitioner's professional practice. This paragraph applies to any other person on the premises with the consent of the tenant, but only if the tenant knew of the possession by the other person of a controlled substance.

3. a. This section shall not apply to a tenant if the activities causing the clear and present danger, as defined in subsection 2, are conducted by a person on the premises other than the tenant and the tenant takes at least one of the following measures against the person conducting the activities:

(1) The tenant seeks a protective order, restraining order, order to vacate the homestead, or other similar relief pursuant to chapter 235F, 236, 598, 664A, or 915, or any other applicable provision which would apply to the person conducting the activities causing the clear and present danger.

(2) The tenant reports the activities causing the clear and present danger to a law enforcement agency or the county attorney in an effort to initiate a criminal action against the person conducting the activities.

(3) The tenant writes a letter to the person conducting the activities causing the clear and present danger, telling the person not to return to the premises and that a return to the premises may result in a trespass or other action against the person, and the tenant sends a copy of the letter to a law enforcement agency whose jurisdiction includes the premises. If the tenant has previously written a letter to the person as provided in this subparagraph, without taking an action specified in subparagraph (1) or (2) or filing a trespass or other action, and the person to whom the letter was sent conducts further activities causing a clear and present danger, the tenant must take one of the actions specified in subparagraph (1) or (2) to be exempt from proceedings pursuant to subsection 1.

b. However, in order to fall within the exemptions provided within this subsection, the tenant must provide written proof to the landlord, prior to the commencement of a suit against the tenant, that the tenant has taken one of the measures specified in paragraph "a", subparagraphs (1) through (3). 92 Acts, ch 1211, §1; 95 Acts, ch 125, §8, 9; 98 Acts, ch 1090, §71, 84; 2004 Acts, ch 1016, §1; 2006 Acts, ch 1101, §2; 2013 Acts, ch 30, §178; 2014 Acts, ch 1107, §15; 2021 Acts, ch 35, §24 Referred to in §562A.29A Subsection 2, paragraph b amended Sun Dec 05 09

## **UNIFORM RESIDENTIAL LANDLORD AND TENANT LAW, §562A.29A**

### **562A.29A Method of service of notice on tenant.**

1. A written notice of termination required under section 562A.27, subsection 1, 2, or 5, a notice of termination and notice to quit required under section 562A.27A, a landlord's written notice of termination to the tenant required under section 562A.34, subsection 1, 2, or 3, or a notice to quit required by section 648.3, shall be served upon the tenant by one or more of the following methods:

a. Delivery evidenced by an acknowledgment of delivery that is signed and dated by a resident of the dwelling unit who is at least eighteen years of age. Delivery under this paragraph shall be deemed to provide notice to all tenants of the dwelling unit.

b. Personal service pursuant to rule of civil procedure 1.305, Iowa court rules, for the personal service of original notice.

c. Posting on the primary entrance door of the dwelling unit and mailing by both regular mail and certified mail, as defined in section 618.15, to the address of the dwelling unit or to the tenant's last known address, if different from the address of the dwelling unit. A notice posted according to this paragraph shall be posted within the applicable time period for serving notice and shall include the date the notice was posted.

2. Notice served by mail under this section is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the notice. 92 Acts, ch 1211, §2; 96 Acts, ch 1203, §3; 99 Acts, ch 155, §7, 14; 2010 Acts, ch 1017, §3, 11; 2010 Acts, ch 1193, §63, 80; 2013 Acts, ch 97, §7 Referred to in §562A.8

## **FORCIBLE ENTRY AND DETAINER, §648.5**

### **648.5 Venue — service of original notice — hearing.**

1. An action for forcible entry and detainer shall be brought in a county where all or part of the premises is located. Such an action shall be tried as an equitable action. Upon receipt of the petition, the court shall set a date, time, and place for hearing. The court shall set the date of hearing no later than eight days from the

filing date, except that the court shall set a later hearing date no later than fifteen days from the date of filing if the plaintiff requests or consents to the later date of hearing.

2. Original notice shall be served upon a defendant by one or more of the following methods:

a. Delivery evidenced by an acknowledgment of service that is signed and dated by a resident of the premises who is at least eighteen years of age. Delivery under this paragraph shall be deemed to provide notice to all tenants or residents of the premises. Service of original notice under this paragraph is invalid if the acknowledgment of service is signed and dated less than three days prior to the hearing.

b. Personal service pursuant to rule of civil procedure 1.305, Iowa court rules, for the personal service of original notice. Service of original notice under this paragraph shall not occur less than three days prior to the hearing.

c. If service cannot be made following two attempts using a method specified under paragraph "a" or "b", by posting on the primary entrance door of the premises and mailing by both regular mail and certified mail, as defined in section 618.15, to the address of the premises or to the defendant's last known address, if different from the address of the premises. An original notice posted according to this paragraph shall be posted not less than three days prior to the hearing and shall include the date the original notice was posted. Service of original notice by mailing shall occur not less than three days prior to the hearing.

3. Service of original notice by mail is deemed completed four days after the notice is deposited in the mail and postmarked for delivery, whether or not the recipient signs a receipt for the original notice.

4. If service of original notice is made by posting and mailing under subsection 2, paragraph "c", the plaintiff shall, at or before the time of the hearing, file one or more affidavits describing the time and manner in which the notice was posted and mailed. The plaintiff shall attach copies of the documents that were mailed and posted to the affidavits.

5. The notice requirements of this section shall be deemed to have been satisfied if the defendant or the defendant's attorney appears at the hearing. If the hearing will be held fewer than three days after service of the original notice or if notice is deemed satisfied pursuant to this subsection, the court shall inform the defendant that the defendant has the right to a continuance and shall grant a continuance at the defendant's request to allow the defendant to prepare for the hearing or to retain an attorney.

6. A default judgment shall not be entered against a defendant if original notice has not been served on the defendant as required in this section. If the original notice cannot be served within the time periods required in this section, the court may set a new hearing date and time.

7. At the hearing, except for actions commenced as a small claim action under chapter 631, the court shall determine whether a genuine issue of material fact exists in the action. If the court determines that a genuine issue of material fact exists, an evidentiary hearing on the petition shall be held and the court shall continue the hearing to a future date and issue all appropriate orders relating to discovery and trial preparation. [C51, §2367; R60, §3957; C73, §3616; C97, §4211; C24, 27, 31, 35, 39, §12267; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.5] 86 Acts, ch 1130, §1; 95 Acts, ch 125, §14; 2004 Acts, ch 1101, §88; 2010 Acts, ch 1017, §9, 11; 2017 Acts, ch 95, §1 Referred to in §648.19