

# Legal Leases and Lease Regulations

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# Iowa Residential Landlord-Tenant Training

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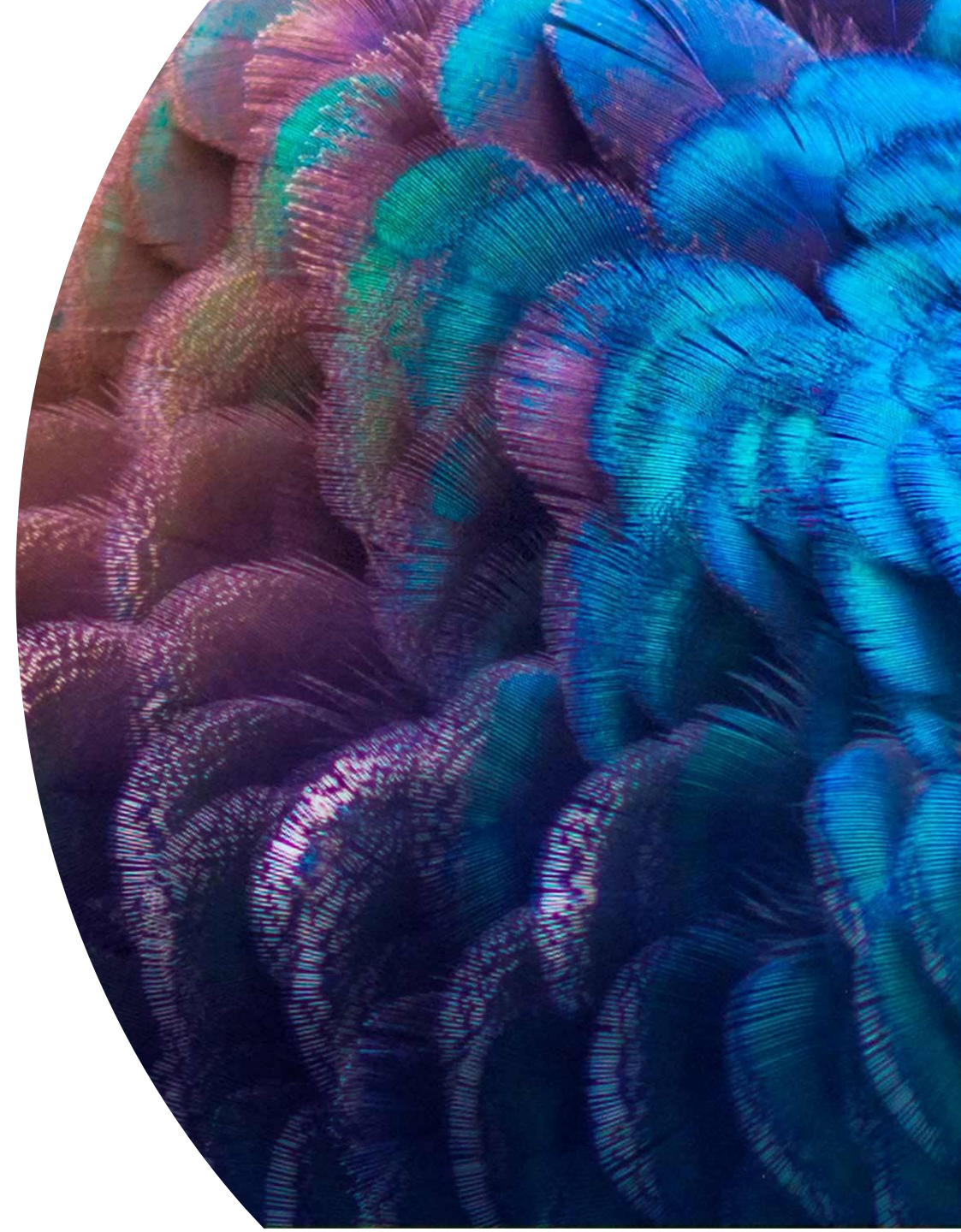
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# Roadmap

Scope of Today's Presentation

Overview of Iowa's Residential Landlord-Tenant Law

Examples

Q&A

## HCBS and Landlord-Tenant Laws

You need to understand Iowa's Residential Landlord-Tenant laws

HCBS consumers are afforded the same protections as any other tenant under Iowa law

- "... and the individual has, at a minimum, the same responsibilities and protections from eviction that tenants have under the landlord/tenant law of the State, county, city, or other designated entity."
- 42 C.F.R. § 441.301(c)(4)(vi)(A).

# Applicable Iowa Code Sections Landlord-Tenant Law

Chapter 562A – Uniform  
Residential Landlord and  
Tenant Law

Chapter 562B –  
Manufactured Home  
Communities or Mobile  
Home Parks Residential  
Landlord and Tenant Law

Chapter 648 – Forcible  
Entry and Detainer  
("FED")

# Applicable Iowa Code Sections Landlord-Tenant Law

Chapter 562A – Uniform Residential Landlord and Tenant Law

Mobile Home  
Community  
Mobile  
Residential  
Landlord and Tenant Law

Chapter 562B – Eviction  
Forcible  
Detainer



# Landlord-Tenant Matters



# Landlord-Tenant Matters



# Lease Agreements

## Getting Started

### Provider Owned and Controlled:

- A setting is provider-owned or controlled when the setting in which the individual resides is a specific physical place that is owned, co-owned, and/or operated by a provider of HCBS or where a provider has a vested interest in the setting.

What does this mean for you?



# Lease Agreements

## Getting Started

Understand Iowa requirements:

- Rental amounts
- Late fees
- Security deposits
- Unlawful provisions



# Lease Agreements – Key Provisions

- Should have clear direction for when and where rent is to be paid and for how rent should be paid if payment is late
- Clearly defined rent, lease term (week-to-week, month-to-month, year), and renewal requirements
- Late fee provisions that are compliant with Iowa law
  - If rent is < \$700/month then late fee cannot exceed \$60 for one month
  - If rent is > \$700/month then late fee cannot exceed \$100 per month

# Lease Agreements – Key Provisions

- Define Lease Term, Rent, Utilities
- Security Deposit
- Use and Occupancy
- Fixtures and Improvements, Locks, Maintenance
- Abandonment, Guests, Termination, Subletting
- Landlord and Tenant Obligations
- Renter's Insurance
- Access Rights
- Breach of Lease and Notices
- Condition of Premises, etc.

# Lease Agreements

## Defined Terms

Lease Term → Week, Month, Year and Renewal

Rent → Be clear as to what this includes

Utilities → Who is paying for what

# Lease Agreements

## Security Deposits

Cannot be in excess of two months' rent

Must be properly deposited and held, cannot be commingled with personal funds

Must transfer security deposits if your property interest in leased property changes



# Consequences of Misuse of Security Deposits

Forfeiture of Full  
Deposit Amounts

Actual and Punitive  
Damages

Award of Attorneys'  
Fees

# Lease Agreements

## Security Deposit Retention

- Tenant is entitled to a written statement when deposit is being retained following termination of lease
- Must send within 30 days of date of lease termination and receipt of tenant's mailing address OR delivery instructions
- Written statement must provide specifics as to why amounts are being retained
- Bad-faith retention of a deposit can result in the tenant being awarded punitive damages and/or attorneys' fees

# Security Deposit Retention

Cannot retain for  
ordinary wear and tear

Get estimate/keep  
receipts of costs related  
to damages

Tenant has 1 year to  
provide a mailing  
address or delivery  
instructions

# Lease Agreements

## Guests, Abandonment, and Termination

Guests → When do they become unauthorized occupants

Abandonment → Be careful of self help

Termination → Be clear about notice requirements

# Landlord and Tenant Obligations

Can only shift *some* obligations for single family residences

Best to take straight from Iowa statute

Know and understand the obligations

# Lease Agreements

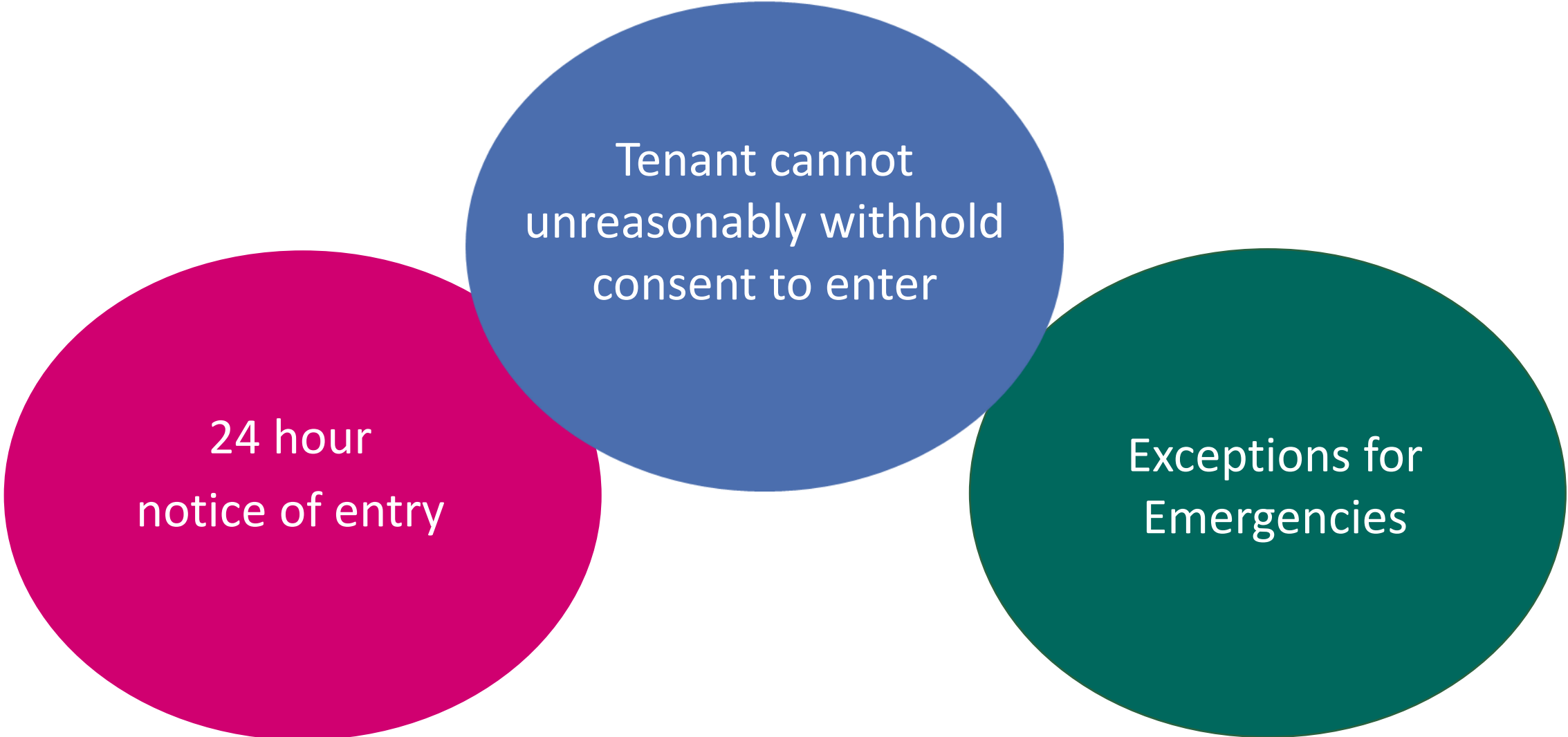
## Guests, Abandonment, and Termination

Guests → When do they become unauthorized occupants

Abandonment → Be careful of self help

Termination → Be clear about notice requirements

# Access Rights

A diagram consisting of three overlapping circles. The top circle is blue and contains the text 'Tenant cannot unreasonably withhold consent to enter'. The bottom-left circle is magenta and contains the text '24 hour notice of entry'. The bottom-right circle is dark green and contains the text 'Exceptions for Emergencies'.

Tenant cannot unreasonably withhold consent to enter

24 hour notice of entry

Exceptions for Emergencies

# Common Unlawful Provisions



Includes legal fees provision

Provisions that shift landlord obligations onto tenant

Provisions that do not align with Iowa law

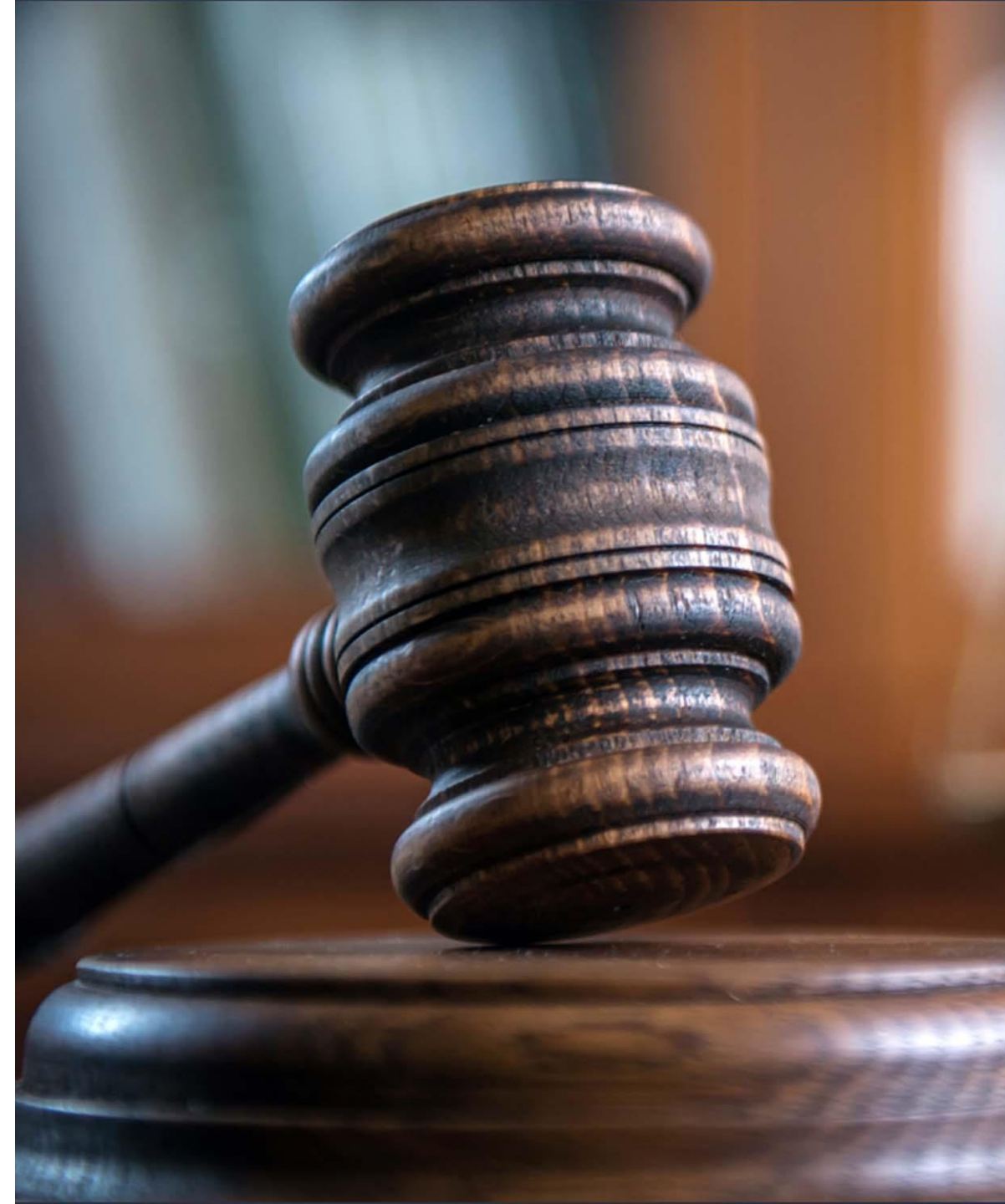


# Lease Agreement Tips

Be mindful of what goes in the lease v. tenant handbook/policies

Take language directly from Iowa law when applicable

Regularly review and update lease



# Lease Agreements – What is needed for an HCB lease?

- Lease agreement should include all rights and obligations provided to tenants under Iowa law
- Include provisions requiring tenant to be an eligible HCBS recipient
- Include provisions related specifying rent subsidy and redetermination of eligibility requirements for ongoing tenancy
- Disclosure of agent or manager

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# Thank You!

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QUESTIONS?