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A written rental agreement between the landlord and the tenant is not necessary if the lease will last less than a year. However, it is recommended that a written agreement be used for all transactions regarding the renting of property. Having the agreement in writing protects both the landlord and the tenant. Items to include in a written agreement are: the term of the agreement, the rent amount, day of month when rent shall be due, amount of security deposit, name and address of the manager, a list of who pays which utilities, and any other provisions decided between landlord and tenant.

Security deposits cannot be greater than two months rent. The landlord must keep the security deposits in a bank account separate from personal funds. It is the landlord's responsibility to return the security deposit within 30 days from termination of the tenancy. If the tenant has unpaid rent or has damaged the property, the landlord can keep all or part of the security deposit, but must submit a statement specifying the exact reasons for keeping the deposit. In the case of damage done to the property the tenant has a right to look over the property and submit the tenants own statement of damage. It is a good idea for both the landlord and the tenant to make a list and come to an agreement on the damages to the property before the tenant moves in so that when the tenant moves out s/he will not be charged with those damages. If the landlord fails to return the security deposit or submit a statement to the tenant within the 30 days, the landlord forfeits all rights to the deposit. If the tenant does not give the landlord a forwarding address within one year of the termination of tenancy, then the tenant forfeits all rights to the deposit.

It is the responsibility of the landlord to keep the property in a habitable condition. This means making any needed repairs, arranging for the removal of garbage, and making sure that all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities are in good working order. If the tenant is to be responsible for the maintenance of the property it should be so stated in the rental agreement.

It is the tenant's responsibility to keep the dwelling unit as clean and safe as possible, which includes disposing of all garbage and other waste. The tenant must do all that is possible to keep appliances and other facilities in good working condition.

After the rental agreement has been signed, the landlord may adopt new rules as long as they are in writing, they apply to all tenants living on the property, and their purpose is to create a better and safer living environment.

The landlord should give the tenant at least 24 hours notice that the landlord intends to enter the tenant's dwelling unit. The exception to this rule is in the case of an emergency. The tenant must let the landlord enter the dwelling if tenant has received a fair warning that the landlord will do so, or in the case of an emergency.

If the tenant wishes to use the dwelling unit for anything other than a dwelling unit the landlord must consent. The landlord may require the tenant to notify the landlord when the tenant takes any extended absences from the dwelling.

If the landlord does not fulfill the rental agreement in anyway the tenant has the right to terminate the agreement. If the tenant wishes to continue the agreement and fulfill the landlord's duties, the tenant has the right to deduct the amount spent from the rent owed to the landlord.

If the tenant does not pay the rent or breaches the rental agreement in any way, the landlord has the right to send notice to the tenant stating how the tenant breached the agreement. The landlord cannot terminate the agreement for at least seven days after the tenant was served the notice. If the tenant remedies the breach within the seven days the agreement cannot be terminated.

The landlord has the right to terminate the agreement if the tenant creates a danger to the health and safety of others. The Landlord must send a written notice of termination and a notice to quit to the tenant. Three days after serving the documents on the tenant the landlord may take the issue to court and file suit against the tenant to recover possession of the property. This gives the tenant the

opportunity to contest the matter.

If the tenant abandons the dwelling unit, the landlord has the right to seek other tenants and the first rental agreement will be terminated when the new tenants sign a new rental agreement.

When the landlord gives written notice of termination and notice to quit, the documents must be served on the tenant by either personal service or by sending notice by certified or restricted certified mail.

To terminate a rental agreement, whether landlord or tenant, enough time should be given to the other party of the termination of the agreement. If the tenancy is week-to-week 10 days notice must be given for termination. At least 30 days notice is needed in a month-to-month tenancy.

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