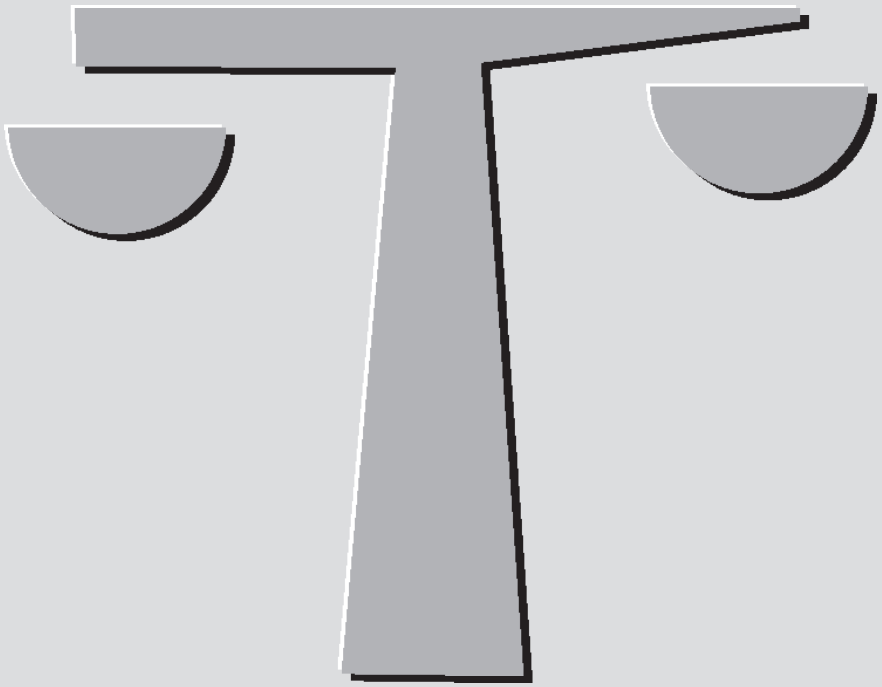
A Guide to Mobile Home Park Law in Iowa



Iowa Legal Aid
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IMPORTANT NOTICE: READ THIS INFORMATION BEFORE USING ANY PART OF THIS PUBLICATION

This booklet is a general summary of the law. It is not meant to completely explain the subjects in this booklet. IT IS NOT A SUBSTITUTE FOR LEGAL ADVICE.

The information in this booklet was correct as of the date it was printed (see the back cover). The laws may have changed. DO NOT ASSUME THAT THE INFORMATION IN THIS BOOKLET IS NOW CORRECT.

You should see a lawyer to get complete, correct, and up-to-date legal advice. Do not rely on the general information in this booklet for your specific case.

If you need a lawyer but can't afford one, contact Iowa Legal Aid. You may be able to get free legal help. Call or write Iowa Legal Aid. The address and phone numbers are on the back cover.

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Introduction

This booklet is about the law governing mobile home parks in Iowa. Please note the following comments before using it.

1. Most of the information here is from an Iowa law called the "Manufactured Home Communities or Mobile Home Parks Residential Landlord and Tenant Law." It is found in Chapter 562B of the Iowa Code. A copy of Chapter 562B is at the back of the booklet. Section numbers given throughout refer to sections of Chapter 562B, unless otherwise noted. Example: "§13" refers to Section 562B.13 of the Iowa Code.
2. Chapter 562B has been in effect since January 1, 1979. Sometimes questions arise about what certain sections mean or how they should be used. Such questions are answered only when a case reaches the Iowa Supreme Court and the Court makes a decision about the particular part of the law in question.* After more than thirty years since Chapter 562B went into effect, only a few cases concerning this law have been decided. Therefore, sometimes the information given here is limited to suggestions and arguments based on the experiences of tenant advocates, and will be noted as such.
3. The information contained here is NOT a substitute for the specific legal advice a lawyer can provide. First of all, all laws are fairly general sets of rules. Each person's situation is different, and that affects how the law is applied. A lawyer can help figure that out. Second, other legal principles may also be involved, beyond the scope of Chapter 562B. If you have a problem, you need to know all the ways that the law can help you.

Small Claims Courts and District (county) Courts also make decisions about what Chapter 562B means. But it is only when the Iowa Supreme Court decides a case that all other courts throughout Iowa must follow what it says.

What Is Covered by Chapter 562B

What is a mobile home "park?" The Manufactured Home Communities or Mobile Home Parks Act applies to any area of land where mobile homes are kept, as long as:

l. there are three or more mobile homes;

2. water, sewer and electrical services are available; and

3. rent is charged for the spaces.

Thus, one or two mobile homes on a lot would not be covered by this law. [§7(6)]. For the purposes of this booklet, manufactured homes and modular homes are considered the same as mobile homes.

Which rental situations are covered?

The Act only applies to the renting of lot space. [§7(7)]. If the mobile home itself is rented, the relationship between the owner of the mobile home and the renter is governed by Iowa's regular landlord/tenant act, Chapter 562A of the Code.

l. Chapters 562A and 562B are very similar, but there are still important differences. If you are renting your mobile home, see A Guide to Landlord-Tenant Law in Iowa, another Iowa Legal Aid booklet.

2. Sometimes a mobile home park rents both lot spaces and mobile homes. If this is your situation, don't forget that you are covered by two laws that can help.

Certain sections of Chapter 562B may not apply to a tenant who receives public housing funds (Section 8, Low Rent Housing, Rent Assistance, etc.) to help pay lot rent. Tenants receiving such funds often have extra rights and protections which go beyond Chapter 562B. Check with a lawyer or your local Iowa Legal Aid office for this information.

Be Prepared to Protect Your Rights

Most of us handle our rental arrangements in a very casual, even careless, manner. We do not act more business-like, either because we don't think it is needed, or we are afraid of looking formal or silly. But as a tenant, you cannot be too careful about protecting your right to a safe and decent place to live. Treat every landlord/tenant arrangement as if you will one day be telling your side to a judge. Always follow these basic rules:

- Put in writing any important message to your landlord (complaints, requests for repairs, etc.).
- Make and keep a copy of all such messages.
- Get a receipt for any payment.
- Keep a record of when important events took place (for example, when you first complained about the lack of snow removal).
- Have a witness present to see or hear anything which could later be the subject of a dispute.

Acting in a businesslike manner does NOT mean you cannot also be friendly and cooperative with your landlord. It just means that you recognize the importance of your home to you and your family. No one wants to go to court, but if that becomes necessary, you certainly do not want to lose because you couldn't prove your side of the story.

Rental Agreements

What are they?

A rental agreement (or "lease") is the agreement between the mobile home park and the tenant. It covers the terms and conditions of renting lot space. It also includes any other rules and regulations. [§7(10)].

Who needs 'em?

You do. Although it is possible to have an unwritten rental agreement, Chapter 562B shows a strong preference for written agreements. And that only makes sense: what better protection is there against later misunderstanding or confusion?

- The landlord must offer a tenant the opportunity to sign a written lease. [§14(1)]. If the landlord doesn't usually use a lease, it would seem that the tenant could draw up a simple agreement. It could include the terms suggested later in this section.
- If the landlord refuses to sign a rental agreement, the tenant could consider the refusal "material non-compliance" (see page 8).
- If the landlord gives the client a written lease, then the tenant must sign and return one copy within 10 days. (Remember, the tenant should have a copy, too.)
- A tenant's refusal or failure to do so can also be considered "material noncompliance" (see page 10).

What terms are included?

The Act tells us that certain terms must be included and that others cannot be used. Common sense tells us that several more are a good idea.

These items are required to be given to the tenant in writing, even if nothing else is:

- The park manager's name and address [§14(2)(a)];
- The park owner's name and address [§14(2)(b)];
- An explanation of all utility rates, charges, and services (unless the tenant makes direct payment to the utility company) [§14(6)].

NOTE: Some parks give this information to tenants in a separate "disclosure" statement, which is fine.

The following items need not be written down, if neither party minds, but they are strongly suggested:

- The names of the tenants;
- The number and address of the lot space;
- The length of time of the agreement (include move-in date);
- The amount of rent;
- When and where rent is due, and to whom it is paid;
- The amount, if any, required as a deposit;
- Who is responsible for which utility service;
- Whether pets are allowed.

If some of the suggested terms are not included in the rental agreement, the law may fill in the gaps. [§10].

- If there is no agreement on the amount of rent, the law says what the tenant should pay. It should be the "fair rental value" for use of the lot space. (This amount would be based on the lot rent paid by other tenants in the area for the same size lot and same utility services that are provided.)
- If there is no agreement on when rent is due, it should be paid at the beginning of every month.
- If there is no agreement on how long the tenant will rent the lot space, the lease is for one year.

The Act further states that a rental agreement may not contain certain prohibited terms.

- Neither landlord or tenant can be asked to give up any of their rights under the Act [§11(1)];
- Neither can be required to pay the other's attorney fees [§11(1)];
- Neither may agree not to blame the other for any wrongdoing. Neither may agree to pay for the other's misconduct [§11(1)]. Such a provision would probably use words such as "exculpation or limitation of liability" and "indemnification."

- The landlord cannot charge "entrance fees" or "exit fees" [§19(3)];
- The landlord cannot deny a tenant the right to sell his or her own mobile home [§19(3)];
- The landlord cannot require the tenant to go through a certain agent when selling his or her mobile home [§19(3)].

In addition to the prohibited terms listed above, the Act also says that a rental agreement may not include any unconscionable terms [§8]. An "unconscionable" term is one that, while not illegal, is so unfair that it "shocks the conscience."

It is not easy to predict whether a court would declare a certain lease provision unconscionable. The court would consider all the facts of the situation, this would include the people involved and the purpose of the provision in question.

Example: "Tenant A must mow all the yards in X Mobile Home Park." Unconscionable? Probably, unless A agreed to do maintenance work in exchange for lower lot rent.

Example: "All tenants at X Mobile Home Park must pay $1,000/month lot rent." Unconscionable? Very unlikely. Iowa has no rent control laws, and a landlord has the right to charge any amount of rent. It is assumed that if the rent is too high, no one will move in. Then the landlord will be forced to reduce rents.

Example: "No tenants at X Mobile Home Park may have visitors." Unconscionable? Probably. Renters have the same rights to a social life as do others.

What happens if a rental agreement contains prohibited or unconscionable terms?

The terms in question cannot be enforced against you. [§11(2)]. How does that work?

- A landlord who tried to evict a tenant for not obeying such terms would lose in court.
- In addition, a tenant could sue the landlord for any damages or expenses resulting from the use of such terms, if the landlord knew the terms were prohibited.

** See "Rules & Regulations" for more information. **

Discrimination

Illegal housing discrimination in Iowa is when a person's race, color, creed, sex, religion, national origin, physical/mental disability/handicap, sexual orientation, gender identity or presence of children are the reasons they were denied housing access or housing services.

If you think you have been discriminated against, you should talk to an attorney. The Fair Housing laws can be confusing, and have a lot of special rules, exceptions, and interpretations which often change as case law and court decisions develop. Often, a violation of state law also is a violation of federal law, but not always. Many Iowa communities also have city Fair Housing ordinances.

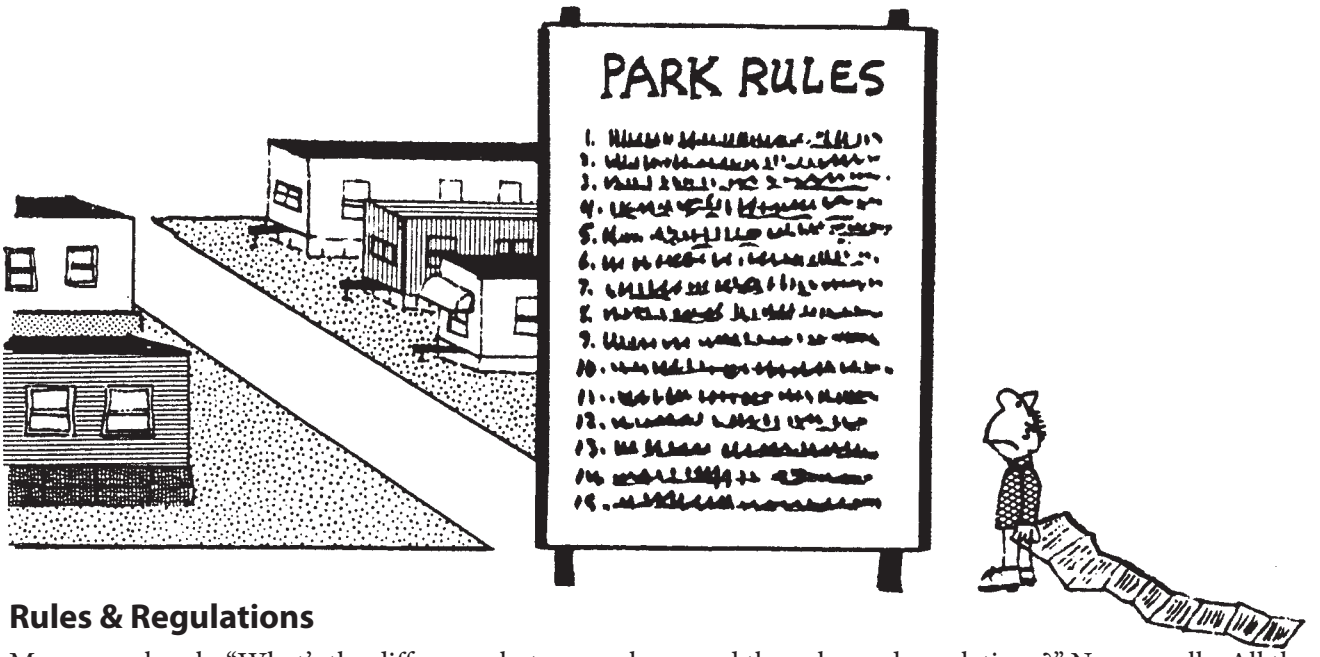
If the Iowa Fair Housing law has been violated, you can file a complaint by calling the Iowa Civil Rights Commission toll-free at 1-800-457-4416. (The local number is 515-242-6093.) You can write to the Iowa Civil Rights Commission at 400 East 14th Street, Des Moines, Iowa 50319. Complaints must be filed with the Civil Rights Commission within 300 days of the alleged discriminatory act. If you do not file with the Civil Rights Commission on time, it is possible that you may not be able to go to court later concerning violations of Iowa law. The commission's website is www.state.ia.us/government/crc

Federal law, Title VIII, allows people who are victims of housing discrimination because of their race, color, sex, religion, national origin, handicap, or familial status to file an administrative complaint. Administrative complaints are filed with U.S. Department of Housing and Urban Development (HUD), Region VII Office of Fair Housing, Gateway Tower II, 400 State Avenue, Kansas City, Kansas 66101-2406. Complaints with HUD must be filed within one year after the alleged incident. HUD's website is www.hud.gov

Under federal law, persons can file in Federal Court within two years of the alleged discriminatory act (42 U.S.C. § 3612). Also, the Federal Court can, under special circumstances, appoint an attorney to represent you. Under federal housing law it is not necessary to go first to the Iowa Civil Rights Commission. A complainant may file directly with the United States Department of Housing and Urban Development or go directly to court.

Or, if you think you have been discriminated against, you may call the NATIONAL HUD DISCRIMINATION HOTLINE at 1-800-927-9275 or TTY 1-800-927-9275, to file a federal Fair Housing complaint.

Since you only have a limited time to file a complaint, it is important to contact an attorney, Fair Housing Office, Iowa Civil Rights Commission, or U.S. Department of HUD as soon as you believe you have been discriminated against.



Rules & Regulations

Many people ask, "What's the difference between a lease and the rules and regulations?" None, really. All the information about prohibited and unconscionable terms (page 4) also applies to mobile home park rules.

As a general practice, many parks use one piece of paper (the lease or rental agreement) for each separate tenant. "Tenant A will pay $75 rent for lot 4 for a period of 1 year starting on June 1, 2011." Additional sheets of paper (the rules)are then used for extra terms that apply to everyone. For example, use of recreational or laundry facilities, parking, noise, lawn care, etc. But your landlord may choose to combine all information in a single document, which is also okay.

More so than most other rental situations, mobile home parks are known for often having lots of rules. Sometimes there are pages and pages of them. Therefore, Chapter 562B sets certain limits on the rules that can be used. [§19].

All rules must be in writing.

Each tenant must be given a copy of the rules before the rental agreement is signed.

The rules must be applied equally to all tenants.

The purpose of the rule must be:

- For the safety or convenience of other tenants; or
- To prevent harm to the landlord's property; or
- To make sure any common facilities or services (roads, parking space, playgrounds, etc.) are available to everyone; or
- To aid in management of the park.

The rule must be clear enough so the tenant knows what it means.

And again, a rule cannot be either a prohibited term or unconscionable.

WARNING: Some leases and rules have been seen which falsely state Iowa's eviction law. Do not be fooled by "rules" such as "You can be evicted upon 24 hours notice if you violate your lease." See pages 14 and 15 for the correct eviction procedure.

Changes in the Rental Agreement or Rules

Rent. The type of rental agreement a tenant has determines when the lot rent can be increased. The two types of agreements are: l) fixed term and 2) month-to-month. In either case, the tenant must receive a written notice at least 60 days before any rent increase can take effect. [§14(7)].

If the rental agreement is for a fixed period of time (6 months, 1 year, etc.), the rent cannot be increased during that time. The notice would have to be given at least 60 days before the lease term ends.

If the rental term is not for a set period, but is instead a month-to-month lease, then the notice could be given at any time. But the rent increase still cannot take effect until after the 60 days are up.

Note: A landlord cannot increase a tenant's lot rent in order to get back at or "retaliate" against a tenant. See page 12, illegal retaliation.

Other terms and rules. A tenant must receive a written notice at least 30 days before any other changes take effect. However, a new or changed rule which is really a major change in the tenant's lease cannot be enforced.

Example: "Your lease is now for 6 months, instead of 1 year." This is an obvious example of a major change, which would not be enforceable.

Example: "Pets are no longer allowed." This example is less clear, and different courts could easily rule different ways. Much would depend on the facts behind the rule change.

Example: "The laundry room will no longer be open on Sunday mornings." This change might inconvenience some tenants, but it would likely be considered minor and, therefore, enforceable.

Deposits

Amount. A mobile home park can require tenants to pay a "damage deposit" or "security deposit." But the deposit cannot be more than two months' rent. [§13(1)].(Example: If lot rent is $50, then the deposit can't be over $100.) If you are unable to pay the entire deposit, talk to your landlord. See if he/she will let you pay it in installments.

Storing the deposit. Deposits are not to be placed in the park's general bank account. They are not to be placed in the landlord's personal account. [§13(2)]. This rule is to make sure the money will be available when the tenant moves out. Any interest earned on the deposit goes to the landlord. [§13(2)].

Moving out. When moving from a mobile home park, the tenant must tell the landlord how to return the deposit. Instructions must be given in writing. An example is given below.

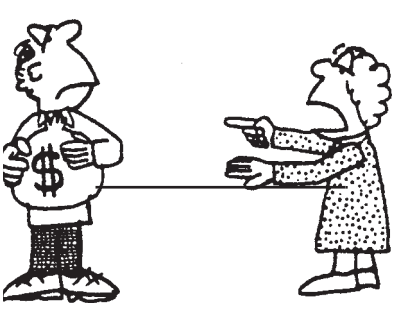
Many Small Claims hearings on deposit disputes have shown that the following guidelines are very important.

1. Always put your request in writing, even when you don't expect any problem. (You never know.)
2. Always keep a copy of your request.
3. Mail by both regular and certified mail (costs about $3). If you give notice by mail, notice is complete four days after notice is mailed.
4. If you simply can't afford to send the letter by certified mail, give it to the landlord in person, and have a witness present when you do so, or ghave the landlord sign and date a statement that they received the notice. If you deliver the notice to the landlord with a witness, note the date delivered on your copy.

Tenant's deadline. Most tenants request their deposit right away, since the money is needed. But a tenant can wait up to one year to send the request. After one year, the tenant loses all rights to the deposit. [§13(5)]. But as a practical matter, it is best to send your request right away. It is less likely you could be charged for damages caused by new tenants. Also, if court action is needed, you will better remember events as they occurred.

The landlord's response. [§13(3)]. After receiving the tenant's request, the landlord has 30 days to do one of two things. The landlord can either return the deposit or send a written statement listing any damages and the amount charged for each item. The tenant can only be charged the reasonable amounts needed for:

1. any unpaid rent or bills owing to the landlord;
2. repair of any damages to the mobile home lot (including hook-ups), in order to put it in the same condition as when the tenant moved in.



Landlord's deadline. A landlord who fails to return either the deposit or a written statement within 30 days loses the right to keep any of the deposit. [§13(5)].

Sample Letter

_____, ____
(date)

TO: _____
(landlord)

_____
(address)

_____
(city, state, zip code)

Please return my $_____ deposit from _____ to me at this address:

_____
(previous address)

As you will recall, I moved out on _____, _____.
(date)

_____
(tenant)

Copy to tenant's records

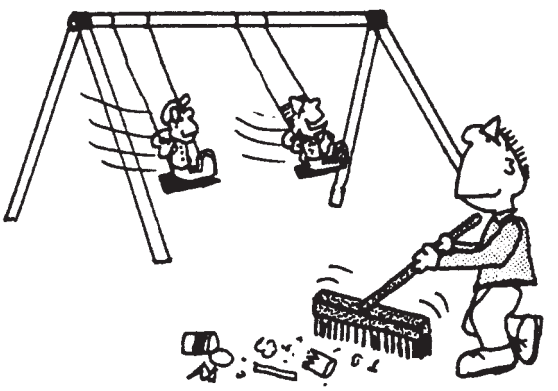
Deposit disputes. If you disagree with the amount of deposit being withheld, or if your landlord does not properly respond within 30 days, then a Small Claims action should be considered. For advice on the Small Claims Court, see Small Claims Court, another Iowa Legal Aid booklet.

You can also get information on Small Claims Court at the Iowa Legal Aid website: www.iowalegalaid.org. Go to the "Consumer and Small Claims" topic and then select "Small Claims Court."

Landlord's Duties

The law says that your landlord has certain duties to maintain the mobile home park [§16]. The duties listed below apply no matter what the rental agreement may say. They apply even if you don't have a written lease. According to Chapter 562B, the owner or manager must:

1. Obey all sections of city, county, and state health or building codes which apply to landlords;
2. Make any repairs or improvements needed to keep the lot space in good and safe condition;
3. Keep all common areas (roads, playgrounds, parking lots, etc.) clean and safe;
4. Provide trash removal;
5. Provide outlets for electric, water, and sewer services.



Tenant's Remedies

What happens if the landlord simply does not respond to repeated requests by the tenant to fix or improve something? The tenant has two choices: either move out if the repairs are not made within a certain time, or seek a court order which tells the landlord some action must be taken.

"14/30 Day Notice" Of Intent To Move

Chapter 562B states that if there is a material noncompliance with the landlord's duties according to the law or the rental agreement, then the following procedure may be used. [§22(1)]. "Material noncompliance" means the landlord fails to follow (or comply) with important duties.

Send a letter to the landlord explaining the problem(s), and that you plan to move out in 30 days if the problem is not taken care of in 14 days. See the sample notice below. There are several ways a tenant can deliver this notice to the landlord, including:

- Hand delivery to the landlord or landlord's agent. (This can be hard to prove. It is best to have a witness or have the landlord sign and date a statement that they received the notice.)
- Mailing to the landlord by both regular and certified mail (costs about $3). Be sure to keep the proof of mailing. Notice is complete four days after mailing

.

Example: Tenant gives notice on March 1st. If the needed repairs are not finished by March 15th, then the tenant can move out by April 1st. The tenant must continue paying rent during the 30 day period. If notice is by mail, the tenant must add four days after mailing.

If the landlord takes care of the problem by the end of the 14 days, then the rental agreement continues. The tenant no longer has the right to move out after 30 days.

This procedure may not be used if the problem was caused by the tenant, a family member, or guest.

Court Order.

A tenant may also ask a court for "injunctive relief" for any violation of the landlord's duties.[§22(2)]. An "injunction" is a court order. It tells the landlord to do something right or to stop doing something wrong. Further, the tenant could ask to be awarded money if the violation has caused any injury or damage.

COMMENT

Although the two procedures offered look good on paper, a mobile home park tenant will quickly see that there are disadvantages either way. Under the first method, the"solution" is to move. But that can be very expensive, especially if your mobile home is towed any distance. Many people just cannot afford the expense. It may also be impossible to move the mobile home, because there is no place to move it or because it cannot be moved. It is also a big inconvenience since your children may need to change schools, and you are leaving behind friends and familiar surroundings.

On the other hand, a tenant who wants a court order would need to hire a lawyer. That also costs money (unless help from a Legal Aid office is available). Unfortunately, injunctions cannot be issued by the Small Claims Court, where tenants can represent themselves.

SAMPLE 14/30 DAY NOTICE

June 1, 20110

TO:

Larry Landlord

418 Main Street

Your Town, Iowa 50001

FROM: Terry Tenant

245 Trailer Trek Drive, Lot #15

My Town, Iowa 50002

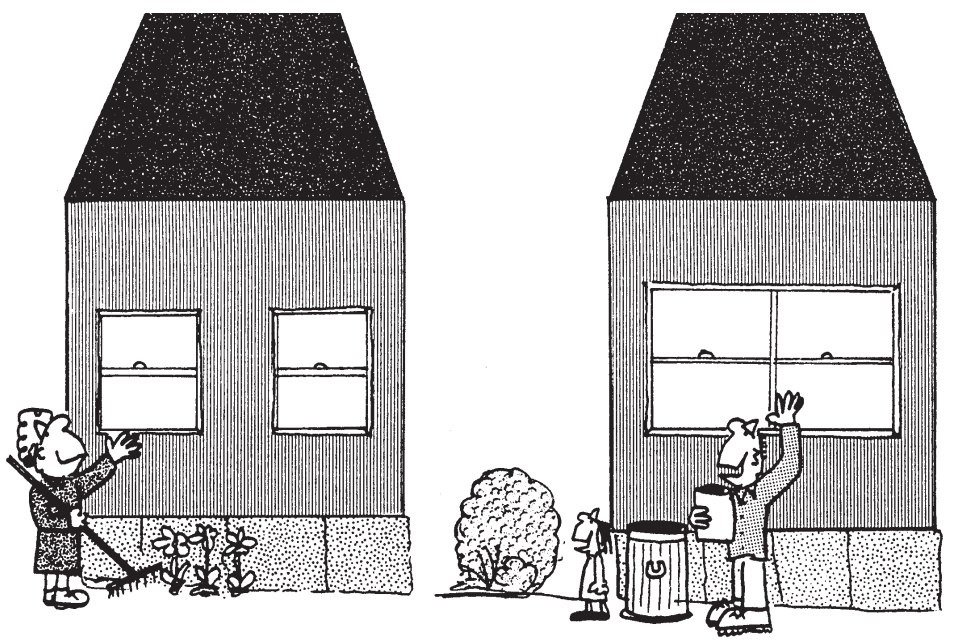
On May 10, 2010, I called you to complain because garbage is not being removed from our mobile home park, as required by state law. The garbage smells, and is attracting rats, flies, and dogs. On May 20, 2010, I sent you a letter with the same complaint. So far, nothing has been done.

This letter is to notify you that if this problem has not been taken care of by June 15, 2010, I will be moving out on June 30, 2010.

Tenant's Duties

The tenant, of course, also has certain duties to keep the mobile home park in good condition. [§18]. Those duties are:

1. Obey all city, county, and state health or building codes which apply to tenants;
2. Keep the tenant's own lot clean and safe;
3. Remove all trash from the mobile home in a clean and safe manner;
4. Never damage or destroy any mobile home park property, nor allow guests to do so;
5. Do not disturb other tenants, nor allow guests to do so; and
6. Maintain in good and safe working order all utility lines, pipes and cables extending from the mobile home to outlets provided by the landlord.



Landlord's Remedies

If there is material noncompliance with the tenant's duties as set by law or as listed in the rental agreement, then the landlord has three choices.

1. The tenant's rental agreement can be ended if the problem is not taken care of within a certain time (14/30 day notice); or
2. The landlord may enter the tenant's lot, do the needed work, and then bill the tenant along with the next lot rent payment (repair and billing); or
3. The landlord could ask for a court order.

"14/30 day notice" of intent to end rental agreement. The procedure to be followed is similar to the one a tenant can use (see page 8). [§25(1)].

1. The landlord gives the tenant a written notice explaining the problem, and telling the tenant he/she has 14 days to fix the problem, or else the rental agreement ends in 30 days.
2. If the tenant takes care of the problem by the end of the 14 days, then the rental agreement continues. The landlord no longer has the right to make the tenant move out after 30 days.
3. The tenant must continue paying rent during the 30 day period.

NOTE: This procedure does NOT apply when the tenant fails to pay rent. See page 13 for that information.

"14-day notice" of intent to end rental agreement. The "14/30 day notice" described above tells the tenant to fix a problem within 14 days, or the tenancy would be over at the end of 30 days. The law has another part if just about the same act or problem happens again within six months of the first notice. When such a problem happens again the landlord may end the rental agreement just by giving a 14-day notice. The notice must explain that the tenant has violated the rental agreement. It must give the day when the rental agreement will end.

Repair and billing. If the problem can be fixed by repairs, cleaning, etc., the landlord may decide to have the work done. [§26].

1. The landlord first gives a written notice explaining the problem, and asking the tenant to fix the problem within 14 days. If an emergency exists, the landlord can ask that the problem be fixed right away.
2. If the tenant does not do what is needed, the landlord can then enter the lot space and have the work done.
3. Finally, the landlord gives the tenant an itemized bill, listing the fair cost of each item. This bill must be paid when the next rent payment is due.

Court order. The Act also allows the landlord to seek "injunctive relief" (a court order) telling the tenant to do something. [§25(3)]. But as a practical matter, it seems unlikely that a landlord would go to such effort. It would be easier and less expensive to end the rental agreement with either a 14/30 day notice (see above) or a 60 day notice (see page 14).

Improvements

Mobile home park tenants often wish to plant flowers, build porches and decks, or put up fences. The Act has certain sections about such improvements and additions.

Required improvements. The landlord cannot require a tenant to install a permanent improvement if, when the tenant moves out, removing the improvement will damage it, the mobile home, or the lot space. [§19(3)(e)].

Example: a court probably would not enforce a requirement (lease provision or rule) that tenants install cement patios. The patio could not later be removed without breaking it.

Improvements allowed. Among those many rules referred to on pages 5 and 6 there will probably be a few concerning which improvements are allowed. ("No fences;" "Only fiberglass skirting;" "No vegetable gardens, Only Flowers.") Review that information to see whether a certain rule is enforceable.

Removing improvements. Except for the lawn, any type of improvement bought and installed by the tenant remains the tenant's property. This applies to skirting, fences, sheds, etc. When the tenant moves out, any such improvement can be taken along. However, the tenant must be sure that the lot is left in as good (or better) condition as upon moving in. [§10(7)].

Utilities and Hook-ups

Explanation of fees. Except for utilities paid directly by the tenant, the landlord must provide a written statement explaining utility rates, and all charges and services the tenant will be billed for. [§14(6)]. This statement could be part of the rental agreement or on a separate paper.

Choice of utility. Sometimes there is no direct hook-up to a utility system provided by the landlord. Then the tenant has the right to choose who will provide the service. The most common example here would be propane or LP gas. This right to choose, however, can be limited if there is some health or safety problem involved. [§16(2)].

Shutting off the utilities. It is illegal for a landlord to harass or force a tenant to move by shutting off utility service. This is true regardless of who pays the bill. See the prohibited conduct section below.

Prohibited Conduct

On page 3, various illegal lease terms and rules are discussed. The Act also makes it illegal for a landlord to do certain things. The following information can help in two ways. First, if the landlord threatens to do something illegal, you can speak out against it because you will know your rights. Second, if the landlord actually does an illegal act, you will know that you need to contact a lawyer.

Access

The landlord may never enter a tenant's mobile home without permission unless there is an emergency (fire or some other problem that will damage the lot space). [§20(1)].

The landlord may enter the tenant's lot space in certain instances:

- To inspect the lot,
- To make repairs,
- To provide services that are needed or requested,
- To show the lot to new owners, tenants, or repairpersons. [§20(2)].

The landlord cannot use these reasons as an excuse to annoy, frighten, or harass a tenant. Any entry to the lot space must be done in a reasonable manner, and at a reasonable time of day. [§31(1)].

If the landlord's right of access is used abusively, the tenant can either seek a court order ("injunction") against such conduct, or can end the rental agreement and move out. The Act also allows for an award of money up to one month's rent plus attorney's fees. [§31(2)].

Unlawful ouster

If a landlord does not use the proper steps to evict a tenant, then the court will dismiss the landlord's case. But sometimes a landlord will decide not to bother with the law and a court hearing, and simply have the tenant's mobile home removed. This does not happen very often, but it is a serious matter when it does. The tenant should contact a lawyer. The Act allows for an award of two month's rent plus twice the actual expenses or injury. [§24].

Utility shutoffs

A landlord cannot try to force a tenant out of the mobile home park by interfering with or stopping electricity, water, gas, garbage removal, or other important services. This is true regardless of whether the landlord or tenant pays for the utility or service. The same award of money applies here as for unlawful ousters.[§24].

NOTE: This section does not apply if a utility company threatens to cut off service. If you are having trouble with a utility company, you can get information on Utility Law at the Iowa Legal Aid website: www.iowalegalaid.org.

Landlord's liens and seizure of property.

Two actions have been used by landlords when they claim tenants owe them money. They are landlord's liens and seizure of a tenant's belongings. Both are explained below. Unfortunately, Chapter 562B isn't clear on the legality of either one.

Landlord's lien. A "lien" is a legal procedure, used when there is a claim for unpaid money. It affects the property of the person who owes money. For example, you moved out without paying your last month's rent. So your landlord files a lien against your mobile home. You are then unable to transfer the title to your mobile home until the debt has been paid, because the lien is noted on the title. So far, so good. But here's the problem:

- Before July 1, 1981, Chapter 562B limited the use of a landlord's lien. It could not be used unless it had been properly filed before January 1, 1979 (the date Chapter 562B went into effect). [§29].
- But the Iowa legislature "repealed" or took away this law in 1981.
- What does this change mean? Maybe landlord's liens cannot be used anymore at all. Or maybe there is no limit on their use. The courts will have to interpret the change. If your landlord claims such a lien, be sure to check with a lawyer.

Seizing property. On many occasions, a landlord has taken a tenant's property (TV, furniture, etc.) and has refused to return it until money owed is paid. This is also called "distraint" or "distress." It is easy to see that this practice can be very harmful to tenants. First, the tenant may not really owe the money. Second, even if the tenant owes money, the property taken may be worth much more than the amount owed.

- Unfortunately, Chapter 562B does not say anything about this problem. Maybe this means that seizing property is legal.
- But maybe not. Iowa's regular landlord/ tenant law, Chapter 562A, specifically states that a landlord may never seize a tenant's personal property. [§562A.31]. Since both laws are so similar, it could be argued that mobile home park tenants should have the same protection as other tenants.
- If your landlord seizes any property, be sure to check with a lawyer.

Retaliation. "Retaliation" occurs when someone tries to "pay back" or "get even with" another person. A landlord usually retaliates against a tenant by raising the rent, evicting the tenant, or threatening to do either one. Or a landlord may refuse to provide certain services, such as snow removal around the tenant's lot, or use of certain facilities. Chapter 562B offers protection against illegal retaliation. [§32].

1. Protected activities. A landlord cannot retaliate against a tenant for any of the following:

a. making an honest complaint to a local housing, health, or building department about a problem affecting health and safety;

b. complaining to the landlord or owner about failing to follow their duties under the law (See page 7);

c. organizing or joining a tenant group;

d. using any of the rights or remedies allowed by Chapter 562B.

2. Using the protection. There are two ways the tenant can use the right to be protected against retaliation.

a. First, if the landlord takes the tenant to court for an eviction and the tenant proves retaliation, the landlord will lose.

b. Second, the tenant could take the landlord to court, seeking a court order to stop the illegal conduct, an award of money, or both.

3. Length of time. Chapter 562B says that if the landlord raises rent or attempts to evict a tenant within six months after the protected activity, the landlord is presumed to be retaliating. As a practical matter, it will be harder for a tenant to argue that an eviction or rent increase is retaliatory four or five months later. Harder, but not impossible. That's why it is so important to follow the rules on page 2 and keep track of all important dates.

4. Exceptions. In a few instances, a tenant will not be protected from a rent increase, eviction or other action:

a. a complaint to the housing, health or building department was not honest, or was made just to cause trouble for the landlord;

b. a complaint is made after the tenant has been notified that the rental agreement will end;

c. the health or safety problem complained of was caused by the tenant, family members or guests;

d. the rent payment is at least three days overdue.

e. the landlord proves the eviction or rent increase was not because of retaliation.

Selling Your Mobile Home

As a general rule, the landlord may not interfere with a tenant's right to sell his/her mobile home. Indeed, it has always been a basic right of Americans to buy and sell their own property as they please.

- The landlord cannot require the tenant to use a certain agent or real estate company [§11(1)(d)];
- The landlord cannot charge an "exit fee" before allowing the mobile home to be removed [§19(3)(b)];
- The tenant can decide who will buy the mobile home. The landlord can, however, decide whether to accept the buyer as a tenant [§19(3)(c)];
- The landlord cannot charge the tenant a commission (portion of the purchase price), unless the landlord acted as the agent [§19(3)(d)]. If the landlord acted as agent, there must be a written agreement showing this to be true.
- Some mobile home parks will not let tenants post "for sale" signs. Chapter 562B does not specifically mention this. But it seems that such a rule would be unenforceable under the section covering rules and regulations (see page 5).

Ending the Rental Agreement

Tenant ends the lease. A tenant may decide to move from the mobile home park for various reasons. There are two main ways to end the rental agreement. A written notice is used either way. For ways to deliver notice, see page 8.

1. 14/30 day notice of intent to move. [§22(1)]. Review the information on page 8, including the sample letter, to see if this method is available.

   a. Remember, this method only applies when there is material noncompliance with the landlord's duties.

   b. This method is generally used when the rental agreement is for a fixed period (see page 6).

2. 60-day notice. [§10(4)]. A tenant can give this notice for any reason. (Many tenants use this method, instead of the 14/30 day notice, because it gives them more time to move out.) It can be given at any time during the month.

   a. This method is generally used to end month-to-month rental agreements.

   b. If your lease is for a fixed term, you cannot break your lease with a 60-day notice unless the lease says it is OK.

NOTE: The tenant must still pay rent during the notice period.

Landlord ends the lease. Landlords have five different ways to end a tenant's rental agreement, depending on the reason. Again, all notices must be in writing. Notices can be served by one of the following ways:

- Delivering the notice to a resident at least 18 years old, if the resident signs and dates an acknowledgment of receipt.
- Personal service on an adult resident by a process server.
- Posting on the primary door, and mailing by both regular and certified mail. If this method is used, the notice is considered received four days after the notice was mailed, even if the tenant does not sign for receipt of the certified letter.

1. 3-day notice for nonpayment of rent. [§25(2)]. As soon as the rent is overdue, the landlord can give a notice stating that if the rent is not paid within three days, then the lease will end. The tenant must be given the three day period to pay overdue rent.

2. 3-day notice for clear and present danger. [§25A(1)]. This is used when a tenant or someone on the premises with the tenant's consent has created a clear and present danger to the health or safety of other tenants, the landlord, or the landlord's employees or agents.

The law does not define "clear and present danger," but it does give examples:

- Physically assaulting someone, or threatening to do so; or
- Using or threatening to use a gun or other weapon illegally, or possessing an illegal firearm; or
- Possessing a controlled substance unless the person has a valid prescription for it. The tenant could receive this notice even if a guest had possession of a controlled substance so long as the guest had the tenant's permission to be there, and the tenant knew the guest had possession of the controlled substance.

This procedure allows a landlord to give a tenant a 3-day notice that both ends the tenancy and gives the tenant notice to quit.

14/30 notice. [§25(1)]. Review the information on page 8. As a practical matter, most landlords do not use this method; they use the 60 day notice instead.

14-day notice. The law has another part if just about the same act or problem happens again within six months of the first "14/30 notice." When such a problem happens again the landlord may end the rental agreement just by giving a 14-day notice. The notice must explain that the tenant has violated the rental agreement. It must give the day when the rental agreement will end.

60-day notice. [§10(4)]. In addition to the methods of service listed above, this notice can be handed to the tenant or given by any way the tenant actually receives the notice. This notice can be used for any reason except:

a. illegal retaliation (see page 12), or

b. just to make the tenant's mobile home space available for another mobile home. A 60-day notice can be given at any time during the month. The tenant must continue to pay rent, or risk receiving a 3-day notice for nonpayment of rent.

Many landlords and tenants do not understand what happens after the notice period is up. The next step is an eviction hearing in court (see below). The tenant cannot be removed from the mobile home lot until after losing at the eviction hearing.

"Abandoned" Mobile Homes

The law considers a mobile home park tenant to have "abandoned" the mobile home if certain events take place. First, the tenant leaves for 30 days or more without a reasonable explanation. In addition to this absence, one of two things must also happen:

a. The tenant did not pay rent within three days after it was due; or,

b. The landlord ends the rental agreement.

Under the law, even if the tenant comes back, the mobile home is still considered abandoned unless the tenant takes certain steps. The tenant must pay the landlord for costs owed. This can include fees for moving the mobile home and storing it, attorneys fees, and rent and utilities. [§27]

Evictions

An "eviction" is a lawsuit in which one person (usually a landlord) asks the court to make another person (usually a tenant) move out. In Iowa, evictions are also called "Forcible Entry and Detainer Actions" or "F.E.D.'s."

A mobile home park tenant's rental agreement is ended under the terms of Chapter 562B, the Manufactured Home Communities or Mobile Home Parks Act. The eviction process, however, is covered by an entirely different law, Chapter 648, "Forcible Entry and Detention of Real Property."

Here are the steps a landlord must follow after the rental agreement has been ended.

1. Notice to quit. [§648.3]. With one exception (see below), the landlord must give a written notice, stating that the tenant has at least three days to move (or "quit") the mobile home lot. A notice to quit can be considered a warning that an eviction will be filed if the tenant does not move. (See example on page 16.)

a. THE TENANT DOES NOT HAVE TO BE OUT IN THREE DAYS. Many tenants and landlords do not understand this. Again, the notice to quit is just a warning that an eviction action can be filed after three days.

b. Exception: If the landlord already gave a notice for nonpayment of rent (see page 13), and the tenant did not pay the money owed, the landlord can skip the notice to quit, and start the court process.

If the tenant has done something which is a "clear and present danger" to another tenant, the landlord (or the landlord's employee or agent) or other persons, the landlord can get the tenant out faster than usual. The landlord can take these actions for things that happen in the mobile home or within 1,000 feet of the landlord's property. Under the "clear and present danger" section, a landlord simply could give a notice that the tenancy will end in three days (notice of termination) and that the tenant should be moved out by then (notice to quit). [§25A]

If a tenant receives a notice under the "clear and present danger" section, the tenant may need to take action right away. This is because the tenant may have gotten the notice based on the actions of guests or other household members. If so, the tenant can avoid eviction under the "clear and present danger" section by taking action to prevent the offending person from repeating the problem. However, the action must be taken before the landlord begins a Court action to evict the tenant. A tenant can:

- Ask a Court for an order protecting the tenant from the offending person. An example would be a domestic abuse injunction; or
- Report what the offending person has done to a law enforcement agency or the County Attorney in an effort to begin a criminal action against the offending person; or
- Write a letter to the offending person, telling him or her not to come back, and if he or she does come back, trespass charges may be filed. The tenant must send a copy of the letter to a law enforcement agency that has jurisdiction where the mobile home is located. However, if the tenant already sent a letter of this type before, and the offending person came back anyway, but the tenant didn't follow through and file trespass charges, report the offender to the police, get a protection order from the Court, or report the offending person to a law enforcement agency in an effort to begin criminal action, the tenant can be evicted.

The tenant must not only take one of the actions described, but also must give written proof of it to the landlord before the landlord files a Court action to evict the tenant.

If the tenant takes the action required and gives written proof to the landlord before an eviction action is filed, the landlord can't use the "clear and present danger" section to evict the tenant. However, the tenant will have to act very quickly to get all that done in the three days after the notice is served and before the landlord files an eviction action in Court.

This is an example of a Notice to Quit, not a model notice.

To: _____

You are hereby notified that, as landlord, I now demand that you vacate and remove yourself from the possession of the premises at:

within three days from the date of service of this notice upon you.

The reason for this Notice to Quit is _____

_____

_____

_____

_____

Landlord

Form 3.1. Original Notice—Action for Money Judgment

IN THE DISTRICT COURT OF IOWA
IN AND FOR _____ COUNTY, IOWA

Plaintiff(s)
_____
(Name)
_____
(Address)
_____
(Name)
_____
(Address)

Defendant(s)
_____
(Name)
_____
(Address)
_____
(Name)
_____
(Addr

ORIGINAL NOTICE

(Action for Money Judgment)

Claim No. _____

TO

YOU ARE he amount of $_____ nd).

UNLESS YOU APPEAR and answer form with the clerk of the (city), Iowa _____ (zip code), within 20 days a. on you, judgment shall be rendered against you upon p. interest and court costs.

IF YOU DENY THE CLAIM AND APPEAR by filing the ppearance and answer within 20 days after service of this original notice upo. u, you will then receive notification from the clerk's office of the place and time assigned for hearing.

_____

_____
Plaintiff(s)

Judgment Entry: _____

Renumbered from Chapter 631 App., Form 1, and amended Nov. 9, 2001, eff. Feb. 15, 2002.

Starting the court process. [§648.5].

The actual court process starts when the landlord files a paper called an "Original Notice - Action for Forcible Entry and Detainer." (See sample form on page 16.) This notice can be served by one of the following ways: -

- Delivering the notice to a resident at least 18 years old, if the resident signs and dates an acknowledgment of receipt.
- Personal service on an adult resident by a process server.

If two attempts to serve notice have been unsuccessful, by posting on the primary door and mailing by both regular and certified mail. If this method is used, the notice is considered received four days after the notices were mailed, even if the tenant does not sign for receipt of the certified letter.

3. The eviction hearing. An eviction hearing is usually set within eight days, but can be set up to 15 days after the date the landlord filed the eviction. Eviction hearings are usually held in Small Claims Court. At the hearing, both the landlord and tenant can tell their side of the story. The judge will decide who wins. (A tenant who does not show up for the hearing will lose.) If the tenant wins at the eviction hearing, then he/she can continue to stay at the mobile home park.

If the tenant loses at the hearing, then he/she must move. The landlord has the right to ask for a court order telling the sheriff to remove the tenant's mobile home. The court order is called a "writ of removal" or "writ of possession." If the judge decides the tenant should be evicted, the judge can give the tenant up to 3 days to move out before the sheriff comes to move the tenant out.

Remember . . .

- A three-day Notice to Quit is only a warning. You do not have to move out in three days.
- You must be given a chance to tell your side of the story at an eviction hearing.
- The Sheriff cannot move you out until a judge says so, which is after you have lost at the eviction hearing.

If the tenant loses at the hearing and does not appeal, then he/she must move. Even if the tenant has to move, there are steps that a tenant can take that might make the move better.

Tenants Rights After Losing the Eviction

1. APPEALING THE EVICTION. If the tenant wants to appeal, the tenant must do so within 20 days of the court decision. There is a filing fee, which at the time this was written was $185. It may be possible to ask to file without having to pay the fee. Filing an appeal will not stop the landlord from trying to enforce the judgment. To stop the landlord, the tenant needs to ask the court to "stay" [stop] the landlord from carrying out the order of removal. The tenant has to get the stay very quickly after the eviction order. An eviction may be scheduled as early as the day after the order is issued. To get a stay, the tenant will usually need to pay a bond. The bond is to protect the landlord in case he/she is harmed by the stay. The amount of the bond may be noted at the end of the court's "judgment entry." It may give the amount as the "bond on appeal." However, the bond is not needed to take the appeal. It is needed to stop the landlord from carrying out the order while the appeal goes on. The tenant can ask the court to set a bond, allow the stay without bond, or with a lower bond. If the tenant needs to ask for no bond or a lower bond, the tenant should probably ask a lawyer for specific advice.

2. TENANT RIGHTS AFTER LOSING THE EVICTION HEARING. If the tenant does not appeal and get a stay, or loses the appeal, the landlord can carry out the eviction order. Moving a mobile home can be expensive and difficult. Some mobile homes can no longer be moved. There may be no place to move the mobile home. The landlord may ask the clerk of court to issue an eviction order immediately, but no later than three days after the judgment is entered. An eviction may occur the same day that the order is issued. However, many sheriffs prefer to allow time to give the tenant a courtesy notice of the eviction. This is not legally required and only may give the tenant another day to move. If the tenant can move the mobile home prior to the eviction, the tenant can put the mobile home in a different location. Because of the expense and difficulty of moving a mobile home, not many tenants are able to do this. It is important for the tenant to get all belongings out of the mobile home prior to the

eviction. After the eviction has taken place, the tenant may not have access to the mobile home any more. The landlord may end up with any personal property left in the mobile home or left on the property around the mobile home after the eviction. If the mobile home is still on the lot after the eviction, the landlord has some choices about what to do.

a. If both the landlord and tenant agree, the landlord can allow the mobile home to stay on the lot for 60 days. The tenant cannot stay in the mobile home. The utilities will be shut off. The 60-day delay is to allow the tenant to try to find someone to buy the mobile home, or possibly to have more time to move it. The tenant has to give 24 hours' notice to the landlord each time the tenant comes onto the property to show the unit or remove personal property, etc. Either the landlord or the tenant can ask for the 60 days, but if the tenant asks for it, the landlord has to give permission. The person who asks for the 60 day must do so within three days of the date of the eviction order. That person must also send a notice of the 60-day delay, along with a copy of the judgment, to the sheriff, the other party, each lienholder (lienholders should be listed on the card the landlord has tenants fill out), and the county treasurer. If the mobile home is not sold or moved during the 60 days, the landlord can dispose of the mobile home without having to get a court order. Section 648.22 of the Iowa Code has more details about the 60-day delay procedure. A copy of section 648.22 and section 648.22A can be found in the back of this booklet.

b. If the landlord does not use the 60-day delay procedure, the landlord may file another lawsuit under chapter 555B of the Iowa Code. (There is an exception. If the mobile home is considered "valueless" under chapter 555C of the Iowa Code, the landlord does not have to file a second lawsuit.) The tenant can put in a claim to the mobile home during the lawsuit. The tenant has to pay the landlord what is owed before the tenant can move the mobile home or regain any personal property that was left in it. The amount owed includes: cost of removing the mobile home, storage costs, notice and attorneys' fees, and any other expenses. After the court gives an order for disposal (under Section 555B.8 of the Iowa Code), the landlord can either sell the mobile home or propose just to keep it. If the landlord proposes to keep the mobile home, the tenant can object. The tenant has to object within 21 days after the notice was sent. If the tenant does object, the landlord has to sell the mobile home. When a landlord sells a mobile home, it must be done in a "commercially reasonable manner." (Section 555.9) If there is anything left over after the judgment is paid off, and any tax liens have been paid, the landlord is to hold the surplus for six months. If the tenant does not claim the amount during that time, the landlord can keep it. If the sale did not bring in enough to cover everything, the mobile home owner is liable for the balance owed.

The exact procedures used to carry out the eviction order may vary from one part of the state to another. If you are facing eviction of your mobile home, you may need to know more about what the sheriff's department will do and when. It may be helpful to call the sheriff's department (the non-emergency number) and ask what the exact procedures will be, and when they will carry out the order.

The Iowa Mobile Home Parks Residential Landlord and Tenant Act

WARNING REGARDING USE OF THE ACT

IMPORTANT: READ THIS PAGE BEFORE READING ANY OF THE LAW ON THE FOLLOWING PAGES!

Iowa's Mobile Home Parks Residential Landlord and Tenant Act from the Internet Version of the 2011 Code of Iowa, appear on the next several pages. Keep in mind while reading this law and applying it to your situation that by the time you read this booklet, the law may have changed!

The Iowa Mobile Home Parks Residential Landlord and Tenant Act may be changed from time to time by the Iowa Legislature. The following pages set forth these laws as found in the Internet Version of the 2011 Code of Iowa. Remember that you cannot assume that, at the time you read this booklet, each part of the law is the same as it was when this booklet was written.

To find out whether the law has been changed, either talk to a lawyer or look at the lawbooks themselves. The Code of Iowa can generally be found at your local library or courthouse. Recent changes in the law are contained in special books which are usually kept with the Code itself. Talk to a librarian about using these books, but when in doubt, see a lawyer.

On the Internet, you can get updated Code of Iowa information on the Iowa Legislature's website: http://www.legis.state.ia.us/IowaLaw.html

2011 IOWA CODE

Notice and Disclaimer — Unofficial Posting . The files making up this Internet Version of the 2011 Code do not constitute the official text of the law. The text in these files may not always be formatted exactly like the text in the Printed Version . The Printed Version of the Code should be consulted for all legal matters requiring reliance on the text of the law.

CHAPTER 562B
MANUFACTURED HOME COMMUNITIES OR MOBILE HOME PARKS
RESIDENTIAL LANDLORD AND TENANT LAW
Not applicable to recreational mobile home parks; see § 435.1 Eviction or distress for rent during military
service; termination of leases; § 29A.101
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562B.3 Supplementary principles of law applicable.
562B.4 Administration of remedies - enforcement.
562B.5 Exclusions from application of chapter.
562B.6 Jurisdiction and service of process.
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CHAPTER 562B
MANUFACTURED HOME COMMUNITIES OR MOBILE HOME PARKS
RESIDENTIAL LANDLORD AND TENANT LAW
Eviction or distress for rent during military service; termination of leases; §29A.101
DIVISION I

GENERAL PROVISIONS

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562B.30 Periodic tenancy — holdover remedies.
562B.31 Landlord and tenant remedies for abuse of access to mobile home space.
562B.32 Retaliatory conduct prohibited.

562B.1 Short title.
This chapter shall be known and may be cited as the "Manufactured Home Communities or Mobile Home Parks Residential Landlord and Tenant Act".
[C79, 81, §562B.1]
2001 Acts, ch 153, §16

562B.2 Purposes.
Underlying purposes and policies of this chapter are:
1. To simplify, clarify and establish the law governing the rental of manufactured or mobile home spaces and rights and obligations of landlord and tenant.
2. To encourage landlord and tenant to maintain and improve the quality of manufactured or mobile home living.

[C79, 81, §562B.2]
2001 Acts, ch 153, §15; 2001 Acts, ch 176, §80

562B.3 Supplementary principles of law applicable.
Unless displaced by the provisions of this chapter, the principles of law and equity, including the law relating to capacity to contract, mutuality of obligations, principal and agent, real property, public health, safety and fire prevention, estoppel, fraud, misrepresentation, duress, coercion, mistake, bankruptcy or other validating or invalidating cause supplement its provisions.
[C79, 81, §562B.3]

562B.4 Administration of remedies — enforcement.
1. The remedies provided by this chapter shall be so administered that the aggrieved party may recover appropriate damages. The aggrieved party has a duty to mitigate damages.

2. Any right or obligation declared by this chapter is enforceable by action unless the provision declaring it specifies a different and limited effect.

[C79, 81, §562B.4]

562B.5 Exclusions from application of chapter.

The provisions of this chapter shall not apply to an occupancy in or operation of public housing as authorized, provided or conducted pursuant to chapter 403A, or pursuant to any federal law or regulation with which it might conflict.

[C79, 81, §562B.5]

562B.6 Jurisdiction and service of process.

1. The appropriate district court of this state may exercise jurisdiction over a landlord or tenant with respect to conduct in this state governed by this chapter or with respect to any claim arising from a transaction subject to this chapter. An action under this chapter may be brought as a small claim pursuant to the provisions of chapter 631. In addition to any other method provided by rule or by statute, personal jurisdiction over a landlord or tenant may be acquired in a civil action or proceeding instituted in the appropriate district court by the service of process in the manner provided by this section.
2. If a landlord is not a resident of this state or is a corporation not authorized to do business in this state and engages in conduct in this state governed by this chapter, or engages in a transaction subject to this chapter, the landlord shall designate an agent upon whom service of process may be made in this state. The agent shall be a resident of this state or a corporation authorized to do business in this state. The designation shall be in writing and filed with the secretary of state. If no designation is made and filed or if process cannot be served in this state upon the designated agent, process may be served upon the secretary of state, but the plaintiff or petitioner shall forthwith mail a copy of this process and pleading by certified mail, return receipt requested, to the defendant or respondent at that person's last reasonably ascertained address. If there is no last reasonably ascertainable address and if the defendant or respondent has not complied with section 562B.14, subsections 1 and 2, then service upon the secretary of state shall be sufficient service of process without the mailing of copies to the defendant or respondent. Service of process shall be deemed complete and the time shall begin to run for the purposes of this section at the time of service upon the secretary of state. The defendant shall appear and answer within thirty days after completion thereof in the manner and under the same penalty as if defendant had been personally served with the summons. An affidavit of compliance with this section shall be filed with the clerk of the district court on or before the return day of the process, or within any further time the court allows.

[C79, 81, §562B.6]

562B.7 General definitions.

Subject to additional definitions contained in subsequent sections of this chapter which apply to specific sections thereof, and unless the context otherwise requires, in this chapter:

1. "Building and housing codes" include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any manufactured home community or mobile home park, dwelling unit, or manufactured or mobile home space.
2. "Business" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity which is a landlord, owner, manager, or constructive agent pursuant to section 562B.14.
3. "Dwelling unit" excludes real property used to accommodate a manufactured or mobile home.
4. "Landlord" means the owner, lessor, or sublessor of a manufactured home community or a mobile home park and it also means a manager of the manufactured home community or a mobile home park who fails to disclose as required by section 562B.14.
5. "Manufactured home community" means the same as land-leased community defined in sections 335.30A and 414.28A.
6. "Mobile home" means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public streets and highways and so designed, constructed, or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons; but shall

also include any such vehicle with motive power not registered as a motor vehicle in Iowa. References in this chapter to "mobile home" include "manufactured homes" and "modular homes" as those terms are defined in section 435.1, if the manufactured homes or modular homes are located in a manufactured home community or a mobile home park.

7. "Mobile home park" shall mean any site, lot, field or tract of land upon which three or more mobile homes, manufactured homes, or modular homes or a combination of any of these homes are placed on developed spaces and operated as a for-profit enterprise with water, sewer or septic, and electrical services available.
8. "Mobile home space" means a parcel of land for rent which has been designed to accommodate a mobile home and provide the required sewer and utility connections.
9. "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property or all or part of the beneficial ownership and a right to present use and enjoyment of the manufactured home community or the mobile home park. The term includes a mortgagee in possession.
10. "Rent" means a payment to be made to the landlord under the rental agreement.
11. "Rental agreement" means agreements, written or those implied by law, and valid rules and regulations adopted under section 562B.19 embodying the terms and conditions concerning the use and occupancy of a mobile home space.
12. "Rental deposit" means a deposit of money to secure performance of a mobile home space rental agreement under this chapter other than a deposit which is exclusively in advance payment of rent.
13. "Tenant" means a person entitled under a rental agreement to occupy a mobile home space to the exclusion of others.

[C79, 81, §562B.7]

94 Acts, ch 1110, §23; 97 Acts, ch 121, §32; 2001 Acts, ch 153, §13

562B.8 Unconscionability.

1. If the court, as a matter of law, finds that:
   a. A rental agreement or any provision thereof was unconscionable when made, the court may refuse to enforce the agreement, enforce the remainder of the agreement without the unconscionable provision, or limit the application of any unconscionable provision to avoid an unconscionable result.
   b. A settlement in which a party waives or agrees to forego a claim or right under this chapter or under a rental agreement was unconscionable at the time it was made, the court may refuse to enforce the settlement, enforce the remainder of the settlement without the unconscionable provision, or limit the application of any unconscionable provision to avoid any unconscionable result.
2. If unconscionability is put into issue by a party or by the court upon its own motion the parties shall be afforded a reasonable opportunity to present evidence as to the setting, purpose and effect of the rental agreement or settlement to aid the court in making the determination.

[C79, 81, §562B.8]

562B.9 Notice.

1. Notices required under this chapter, except those notices identified in section 562B.27A, shall be served as follows:
   a. A landlord shall serve notice on a tenant by one or more of the following methods:
      (1) Hand delivery to the tenant.
      (2) 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 subparagraph shall be deemed to provide notice to all tenants of the dwelling unit.
      (3) Personal service pursuant to rule of civil procedure 1.305, Iowa court rules, for the personal service of original notice.
      (4) Mailing by both regular mail and certified mail, as defined in section 618.15, to the address of the dwelling unit or to an address provided by the tenant for mailing.
      (5) Posting on the primary entrance door of the dwelling unit. A notice posted according to this subparagraph shall be posted within the applicable time period for serving notice and shall include the date the notice was posted.
      (6) A method of providing notice that

results in the notice actually being received by the tenant.

b. A tenant shall serve notice on a landlord by one or more of the following methods:

(1) Hand delivery to the landlord or the landlord's agent designated under section 562B.14.

(2) Delivery evidenced by an acknowledgment of delivery that is signed and dated by the landlord or the landlord's agent designated under section 562B.14.

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

(4) Delivery to an employee or agent of the landlord at the landlord's business office.

(5) Mailing by both regular mail and certified mail, as defined in section 618.15, to the address of the landlord's business office or to an address designated by the landlord for mailing.

(6) A method of providing notice that results in the notice actually being received by the landlord.

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.

[C79, 81, §562B.9]
96 Acts, ch 1203, §4, 5; 99 Acts, ch 155, §8, 14; 2001 Acts, ch 153, §14; 2010 Acts, ch 1017, §4, 11
Section stricken and rewritten

562B.9A Computation of time.

The calculation of all time periods required under this chapter shall be made in accordance with section 4.1, subsection 34.
99 Acts, ch 155, §9, 14

562B.10 Terms and conditions of rental agreement.

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. The tenant shall pay as rent the amount stated in the rental agreement. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the mobile home space.
3. Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed periodic rent is payable at the beginning of any term and thereafter in equal monthly installments. Rent shall be uniformly apportionable from day to day.
4. Rental agreements shall be for a term of one year unless otherwise specified in the rental agreement. Rental agreements shall be canceled by at least sixty days' written notice given by either party. A landlord shall not cancel a rental agreement solely for the purpose of making the tenant's mobile home space available for another mobile home.
5. If a tenant should die, the surviving joint tenant or tenant in common in the mobile home shall continue as tenant with all rights, privileges and liabilities as the original tenant.
6. If a tenant who was sole owner of a mobile home dies during the term of a rental agreement then that person's heirs or legal representative or the landlord shall have the right to cancel the tenant's lease by giving sixty days' written notice to the person's heirs or legal representative or to the landlord, whichever is appropriate, and the heirs or the legal representative shall have the same rights, privileges and liabilities of the original tenant.
7. Improvements, except a natural lawn, purchased and installed by a tenant on a mobile home space shall remain the property of the tenant even though affixed to or in the ground and may be removed or disposed of by the tenant prior to the termination of the tenancy, provided that a tenant shall leave the mobile home space in substantially the same or better condition than upon taking possession.

[C79, 81, §562B.10]

562B.11 Prohibited provisions in rental agreements.

1. A rental agreement shall not provide that the tenant or landlord does any of the following:

a. Agrees to waive or to forego rights or remedies under this chapter.

b. Agrees to pay the other party's attorney fees.
c. Agrees to the exculpation or limitation of any liability of the other party arising under law or to indemnify the other party for that liability or the costs connected therewith.
d. Agrees to a designated agent for the sale of tenant's mobile home.

2. A provision prohibited by subsection 1 of this section included in a rental agreement is unenforceable. If a landlord or tenant knowingly uses a rental agreement containing provisions known to be prohibited by this chapter, the other party may recover actual damages sustained.

Nothing in this chapter shall prohibit a rental agreement from requiring a tenant to maintain liability insurance which names the landlord as an insured as relates to the mobile home space rented by the tenant.
[C79, 81, §562B.11]

562B.12 Separation of rents and obligations to maintain property forbidden.
A rental agreement, assignment, conveyance, trust deed or security instrument shall not permit the receipt of rent, unless the landlord has agreed to comply with section 562B.16, subsection 1.
[C79, 81, §562B.12]

DIVISION II
LANDLORD OBLIGATIONS

562B.13 Rental deposits.

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, credit union, or savings and loan association which is insured by an agency of the federal government. Rental deposits shall not be commingled with the personal funds of the landlord. 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 shall be the property of the landlord.
3. 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 manufactured or mobile home space, 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:
   a. To remedy a tenant's default in the payment of rent or of other funds due to the landlord pursuant to the rental agreement.
   b. To restore the manufactured or mobile home space to its condition at the commencement of the tenancy, ordinary wear and tear excepted.
   c. To remove, store, and dispose of a manufactured or mobile home if it is abandoned as defined in section 562B.27.
4. 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.
5. 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.
6. Upon termination of a landlord's interest in the manufactured home community or mobile home park, the landlord or the landlord's agent 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.
   Upon the termination of the landlord's interest in the manufactured home community or mobile home park and compliance with the provisions of this subsection, the landlord shall be relieved

of any further liability with respect to the rental deposit.

7. Upon termination of the landlord's interest in the manufactured home community or mobile home park, 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.
8. 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 two hundred dollars in addition to actual damages.

[C79, 81, §562B.13]
88 Acts, ch 1138, §15; 93 Acts, ch 154, §14; 2001 Acts, ch 153, §15, 16; 2001 Acts, ch 176, §80; 2010 Acts, ch 1017, §5, 11
Subsection 7 amended

562B.14 Disclosure and tender of written rental agreement.

1. The landlord shall offer the tenant the opportunity to sign a written agreement for a mobile home space.
2. The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall disclose to the tenant in writing at or before entering into the rental agreement the name and address of:

a. The person authorized to manage the manufactured home community or mobile home park.
b. The owner of the manufactured home community or mobile home park 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.

3. The information required to be furnished by this section shall be kept current and refurnished to the tenant upon the tenant's request. When there is a new owner or operator this section extends to and is enforceable against any successor landlord, owner or manager.
4. A person who fails to comply with subsections 1 and 2 becomes an agent of each person who is a landlord for the following purposes:

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 the purpose all rent collected from the manufactured home community or mobile home park.

5. If there is a written rental agreement, the landlord must tender and deliver a signed copy of the rental agreement to the tenant and the tenant must sign and deliver to the landlord one fully executed copy of such rental agreement within ten days after the agreement is executed. Noncompliance with this subsection shall be deemed a material noncompliance by the landlord or the tenant, as the case may be, of the rental agreement.
6. The landlord or any person authorized to enter into a rental agreement on the landlord's behalf shall provide a written explanation of utility rates, charges and services to the prospective tenant before the rental agreement is signed unless the utility charges are paid by the tenant directly to the utility company.
7. Each tenant shall be notified, in writing, of any rent increase at least sixty days before the effective date. Such effective date shall not be sooner than the expiration date of the original rental agreement or any renewal or extension thereof.

[C79, 81, §562B.14]
2001 Acts, ch 153, §16

562B.15 Landlord to deliver possession of mobile home space.

At the commencement of the term the landlord shall deliver possession of the mobile home space to the tenant in compliance with the rental agreement and section 562B.16. The landlord may bring an action for possession against a person wrongfully in possession and may recover the damages provided in section 562B.30, subsection 2.
[C79, 81, §562B.15]
88 Acts, ch 1158, §94; 2001 Acts, ch 153, §16; 2002 Acts, ch 1050, §60, 65

562B.16 Landlord to maintain fit premises.

1. The landlord shall:

a. Comply with the requirements of all applicable city, county and state codes materially affecting health and safety which are primarily imposed upon the landlord.
b. Make all repairs and do whatever is necessary to put and keep the mobile home space in a fit and habitable condition.
c. Keep all common areas of the manufactured home community or mobile home park in a clean and safe condition.
d. Maintain in good and safe working order and condition all facilities supplied or required to be supplied by the landlord.
e. Provide for removal of garbage, rubbish, and other waste from the manufactured home community or mobile home park.
f. Furnish outlets for electric, water and sewer services.

2. A landlord shall not impose any conditions of rental or occupancy which restrict the tenant in the choice of a seller of fuel, furnishings, goods, services or mobile homes connected with the rental or occupancy of a mobile home space unless such condition is necessary to protect the health, safety, aesthetic value or welfare of mobile home tenants in the manufactured home community or park. The landlord may impose reasonable requirements designed to standardize methods of utility connection and hookup. If any such conditions are imposed which result in charges for such goods or services, the charges shall not exceed the actual cost incurred in providing the tenant with such goods or services.

[C79, 81, §562B.16]
2001 Acts, ch 153, §16

562B.17 Limitation of liability.

1. A landlord who conveys a manufactured home community or mobile home park in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this chapter as to events occurring subsequent to written notice to the tenant of the conveyance.
2. A manager of a manufactured home community or mobile home park is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of the person's management, except such notice shall not terminate any agreement or legal liability arising prior to the notice.

[C79, 81, §562B.17]
2001 Acts, ch 153, §16

DIVISION III
TENANT OBLIGATIONS

562B.18 Tenant to maintain mobile home space — notice of vacating.

A tenant shall maintain the mobile home space in as good a condition as when the tenant took possession and shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of city, county and state codes materially affecting health and safety.
2. Keep that part of the manufactured home community or mobile home park that the tenant occupies and uses reasonably clean and safe.
3. Dispose from the tenant's mobile home space all rubbish, garbage and other waste in a clean and safe manner.
4. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the manufactured home community or mobile home park or knowingly permit any person to do so.
5. Act and require other persons in the manufactured home community or mobile home park with the tenant's consent to act in a manner that will not disturb the tenant's neighbors' peaceful enjoyment of the manufactured home community or mobile home park.
6. Maintain in good and safe working order all utility lines, pipes, and cables extending from the mobile home to outlets provided by the landlord for electric, water, sewer, and other services. This subsection shall not apply to a tenant who does not own the mobile home.

[C79, 81, §562B.18]
85 Acts, ch 67, §51; 99 Acts, ch 155, §10, 14; 2001 Acts, ch 153, §16

562B.19 Rules and regulations.

1. A landlord may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the manufactured home community or mobile home park. Such rules or regulations are enforceable against the tenant only if they are written and if:
   a. Their purpose is to promote the convenience,

safety or welfare of the tenants in the manufactured home community or mobile home park, to preserve the landlord's property from abuse, to make a fair distribution of services and facilities held out for the tenants generally, or to facilitate manufactured home community or mobile home park management.

b. They are reasonably related to the purpose for which adopted.

c. They apply to all tenants in the manufactured home community or mobile home park in a fair manner.

d. They are sufficiently explicit in prohibition, direction or limitation of the tenant's conduct to fairly inform that person of what must or must not be done to comply.

e. They are not for the purpose of evading the obligations of the landlord.

f. The prospective tenant is given a copy of them before the rental agreement is entered into.

2. Notice of all such additions, changes, deletions or amendments shall be given to all mobile home tenants thirty days before they become effective. Any rule or condition of occupancy which is unfair and deceptive or which does not conform to the requirements of this chapter shall be unenforceable. A rule or regulation adopted after the tenant enters into the rental agreement is enforceable against the tenant only if it does not work a substantial modification of that person's rental agreement.

3. A landlord shall not:

a. Deny rental unless the tenant or prospective tenant cannot conform to manufactured home community or park rules and regulations.

b. Require any person as a precondition to renting, leasing or otherwise occupying or removing from a mobile home space in a manufactured home community or mobile home park to pay an entrance or exit fee of any kind unless for services actually rendered or pursuant to a written agreement.

c. Deny any resident of a manufactured home community or mobile home park the right to sell that person's mobile home at a price of the person's own choosing, but may reserve the right to approve the purchaser of such mobile home as a tenant but such permission may not be unreasonably withheld, provided however, that the landlord may, in the event of a sale to a third party, in order to upgrade the quality of the manufactured home community or mobile home park, require that any mobile home in a rundown condition or in disrepair be removed from the manufactured home community or park within sixty days.

d. Exact a commission or fee with respect to the price realized by the tenant selling the tenant's mobile home, unless the manufactured home community or park owner or operator has acted as agent for the mobile home owner pursuant to a written agreement.

e. Require tenant to furnish permanent improvements which cannot be removed without damage thereto or to the mobile home space by tenant at expiration of the rental agreement.

f. Prohibit meetings between tenants in the manufactured home community or mobile home park relating to mobile home living and affairs in the manufactured home community or park community or recreational hall if such meetings are held at reasonable hours and when the facility is not otherwise in use.

[C79, 81, §562B.19]

562B.20 Access.

1. A landlord shall not have the right of access to a mobile home owned by a tenant unless such access is necessary to prevent damage to the mobile home space or is in response to an emergency situation.

2. The landlord may enter onto the mobile home space in order to inspect the mobile home space, make necessary or agreed repairs or improvements, supply necessary or agreed services or exhibit the mobile home space to prospective or actual purchasers, mortgagees, tenants, workers or contractors.

[C79, 81, §562B.20]

562B.21 Tenant to occupy as a dwelling unit — authority to sublet.

The tenant shall occupy the tenant's mobile home only as a dwelling unit and may rent the mobile home to another, only upon written agreement with the park management.
[C79, 81, §562B.21]
DIVISION IV
REMEDIES

562B.22 Noncompliance by the landlord.

1. Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. If there is a noncompliance by the landlord with section 562B.16 materially affecting health and safety, the tenant may deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in fourteen days. The rental agreement shall terminate and the mobile home space shall be vacated as provided in the notice subject to the following:
   a. If the breach is remediable by repairs or the payment of damages or otherwise and the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate.
   b. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family or other person in the manufactured home community or mobile home park with the tenant's consent.
2. Except as provided in this chapter, the tenant may recover damages, and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or with section 562B.16.
3. The remedy provided in subsection 2 of this section is in addition to any right of the tenant arising under subsection 1 of this section.

[C79, 81, §562B.22]
2001 Acts, ch 153, §16

562B.23 Failure to deliver possession.

1. If the landlord fails to deliver physical possession of the mobile home space to the tenant as provided in section 562B.15, rent abates until possession is delivered and the tenant may do either of the following:
   a. Upon written notice to the landlord, terminate the rental agreement and at that time the landlord shall return all deposits.
   b. Demand performance of the rental agreement by the landlord and, if the tenant elects, maintain an action for possession of the mobile home space against the landlord and recover the damages sustained by the tenant plus reasonable attorney fees and court costs.
2. If the landlord delivers physical possession to the tenant but fails to comply with section 562B.16 at the time of delivery, rent shall not abate. The tenant may also proceed with the remedies provided for in section 562B.22.

[C79, 81, §562B.23]
2001 Acts, ch 153, §16; 2002 Acts, ch 1050, §60, 65

562B.24 Tenant's remedies for landlord's unlawful ouster, exclusion or diminution of services.
If the landlord unlawfully removes or excludes the tenant from the manufactured home community or mobile home park 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, require the restoration of essential services or terminate the rental agreement and, in either case, recover an amount not to exceed two months' periodic rent and twice the actual damages sustained by the tenant.
[C79, 81, §562B.24]
2001 Acts, ch 153, §16

562B.25 Noncompliance with rental agreement by tenant — failure to pay rent.

1. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement, the landlord may deliver a writ-

ten 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 thirty days after receipt of the notice if the breach is not remedied in fourteen days. If there is a noncompliance by the tenant with section 562B.18 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 thirty days after receipt of the notice if the breach is not remedied in fourteen days. However, if the breach is remediable by repair 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 will 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 fourteen 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 of 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 otherwise provided in this chapter, the landlord may recover damages, obtain injunctive relief, or recover possession of the mobile home space pursuant to an action in forcible entry and detainer under chapter 648 for any material noncompliance by the tenant with the rental agreement or with section 562B.18.
4. The remedy provided in subsection 3 of this section is in addition to any right of the landlord arising under subsection 1 of this section.

[C79, 81, §562B.25]
93 Acts, ch 154, §15; 2004 Acts, ch 1101, §82

562B.25A Termination for creating a clear and present danger to others.

1. Notwithstanding section 562B.25 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.
   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. 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:

a. The tenant seeks a protective order, restraining order, order to vacate the homestead, or other similar relief pursuant to chapter 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.

b. 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.

c. 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 paragraph, without taking an action specified in paragraph "a" or "b" 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 paragraph "a" or "b" to be exempt from proceedings pursuant to subsection 1.

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 paragraphs "a" through "c".

92 Acts, ch 1211, §3; 95 Acts, ch 125, §11, 12; 98 Acts, ch 1090, §72, 84; 2004 Acts, ch 1016, §2; 2006 Acts, ch 1101, §3

562B.26 Failure to maintain by tenant.

If there is noncompliance by the tenant with section 562B.18 materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning and the tenant fails to comply as promptly as conditions require in case of emergency or within fourteen days after written notice by the landlord specifying the breach and requesting that the tenant remedy it within that period of time, the landlord may enter the mobile home space, and cause the work to be done in a skillful manner and submit an itemized bill for the actual and reasonable cost or the fair and reasonable value thereof as additional rent on the next date when periodic rent is due, or if the rental agreement was terminated, for immediate payment.

[C79, 81, §562B.26]

562B.27 Remedies for abandonment — required registration.

1. A tenant is considered to have abandoned a mobile home when the tenant has been absent from the mobile home without reasonable explanation for thirty days or more during which time there is either a default of rent three days after rent is due, or the rental agreement is terminated pursuant to section 562B.25. A tenant's return to the mobile home does not change its status as abandoned unless the tenant pays to the landlord all costs incurred for the mobile home space, including costs of removal, storage, notice, attorney fees, and all rent and utilities due and owing.
2. When a mobile home is abandoned on a mobile home space:
   a. If a tenant abandons a mobile home on a mobile home space, the landlord shall notify the mobile home owner or other claimant of the mobile home and communicate to that person that the person is liable for any costs incurred for the mobile home space, including rent and utilities due and owing. A claimant includes a holder of a lien as defined in section 555B.2. However, the person is only liable for costs incurred ninety days before the landlord's communication. After the landlord's communication, costs for which liability is incurred shall then become the responsibility of the mobile home owner or other claimant of the mobile home. The mobile home shall not be removed from the mobile home space without a signed written agreement from the landlord showing clearance for removal, and that all debts are paid in full, or an agreement reached with the mobile home owner or other claimant

and the landlord.

b. If there is no lien on the mobile home other than a lien for taxes, the landlord may follow the procedure in chapter 555B to dispose of the mobile home.

c. An action pursuant to chapter 555B may be combined with an action for possession under chapter 648 or an action for damages under section 562B.30.

3. A required standardized registration form shall be filled out by each tenant upon the rental of a mobile home space, showing the mobile home make, year, serial number, and also showing if the mobile home is paid for, if there is a lien on the mobile home, and if so the lienholder, and the name of the legal owner of the mobile home. The registration forms shall be kept on file with the landlord as long as the mobile home is on the mobile home space within the mobile home park. The tenant shall give notice to the landlord within ten days of any new lien, change of existing lien, or settlement of lien.

[C79, 81, §562B.27; 81 Acts, ch 183, §1]
83 Acts, ch 102, §1; 88 Acts, ch 1138, §16; 93 Acts, ch 154, §16, 17; 99 Acts, ch 155, §11, 14

562B.27A Method of service of notice on tenant.

1. A written notice of termination required under section 562B.25, a notice of termination and notice to quit under section 562B.25A, or a notice to quit required by section 648.3, shall be served upon the tenant according to 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, §4; 96 Acts, ch 1203, §6; 99 Acts, ch 155, §12, 14; 2010 Acts, ch 1017, §6, 11
Section stricken and rewritten

562B.28 Waiver of landlord's right to terminate.

Acceptance of performance by the tenant that varied from the terms of the rental agreement or rules subsequently adopted by the landlord constitutes a waiver of the landlord's right to terminate the rental agreement for that breach, unless otherwise agreed after the breach has occurred.
[C79, 81, §562B.28]

562B.29

Repealed by 81 Acts, ch 183, § 3.

562B.30 Periodic tenancy — holdover remedies.

1. The landlord may terminate a tenancy only as provided in this chapter.
2. Notwithstanding section 648.19, 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 recover actual damages. If the tenant's holdover is willful and not in good faith, the landlord in addition may recover an amount not to exceed two months' periodic rent and twice the actual damages sustained by the landlord. In any event, the landlord may recover reasonable attorney fees and court costs.

[C79, 81, §562B.30]

562B.31 Landlord and tenant remedies for abuse of access to mobile home space.

1. If the tenant refuses to allow lawful access to the mobile home space, the landlord may terminate the rental agreement and may recover actual

damages.

2. If the landlord makes an unlawful entry or a lawful entry to the mobile home space in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement. In either case, the tenant may recover actual damages not less than an amount equal to one month's rent plus attorney fees.

[C79, 81, §562B.31]

562B.32 Retaliatory conduct prohibited.

1. Except as provided in this section, a landlord shall not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action for possession or by failing to renew a rental agreement after any of the following:
   a. The tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the manufactured home community or mobile home park materially affecting health and safety. For this subsection to apply, a complaint filed with a governmental body must be in good faith.
   b. The tenant has complained to the landlord of a violation under section 562B.16.
   c. The tenant has organized or become a member of a tenant's union or similar organization.
   d. For exercising any of the rights and remedies pursuant to this chapter.
2. If the landlord acts in violation of subsection 1 of this section, the tenant is entitled to the remedies provided in section 562B.24 and has a defense in an action for possession. In an action by or against the tenant, evidence of a complaint within six months prior to the alleged act of retaliation creates a presumption that the landlord's conduct was in retaliation. The presumption does not arise if the tenant made the complaint after notice of termination of the rental agreement. For the purpose of this subsection, "presumption" means that the trier of fact must find the existence of the fact presumed unless and until evidence is introduced which would support a finding of its nonexistence.
3. Notwithstanding subsections 1 and 2 of this section, a landlord may bring an action for possession if either of the following occurs:
   a. The violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant or other person in the household or upon the premises with the tenant's consent.
   b. The tenant is in default of rent three days after rent is due. The maintenance of the action does not release the landlord from liability under section 562B.22, subsection 2.

[C79, 81, §562B.32; 82 Acts, ch 1100, §25]
2001 Acts, ch 153, §16

CHAPTER 648
FORCIBLE ENTRY AND DETAINER

648.1 Grounds.

A summary remedy for forcible entry and detainer is allowable:

1. Where the defendant has by force, intimidation, fraud, or stealth entered upon the prior actual possession of another in real property, and detains the same.
2. Where the lessee holds over after the termination of the lease.
3. Where the lessee holds contrary to the terms of the lease.
4. Where the defendant continues in possession after a sale by foreclosure of a mortgage, or on execution, unless the defendant claims by a title paramount to the lien by virtue of which the sale was made, or by title derived from the purchaser at the sale; in either of which cases such title shall be clearly and concisely set forth in the defendant's pleading.
5. For the nonpayment of rent, when due.
6. When the defendant or defendants remain in possession after the issuance of a valid tax deed.

[C51, §2362, 2363; R60, §3952, 3953; C73, §3611, 3612; C97, §4208; C24, 27, 31, 35, 39, §12263; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.1]
2004 Acts, ch 1101, §87

648.1A Nonprofit transitional housing exempted.
This chapter shall not apply to occupancy in housing owned by a nonprofit organization whose purpose is to provide transitional housing for persons released from drug or alcohol treatment facilities or to provide housing for homeless persons. Absent an applicable provision in a lease, contract, or other agreement, a person who unlawfully remains on the premises of such housing may be subject to criminal trespass penalties pursuant to section 716.8.
2003 Acts, ch 154, §3

648.2 By legal representatives.
The legal representative of a person who, if alive, might have been plaintiff may bring this action after the person's death.
[C51, §2364; R60, §3954; C73, §3613; C97, §4209; C24, 27, 31, 35, 39, §12264; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.2]

648.3 Notice to quit.
1. Before action can be brought under any ground specified in section 648.1, except subsection 1, three days' notice to quit must be given to the defendant in writing. However, a landlord who has given a tenant three days' notice to pay rent and has terminated the tenancy as provided in section 562A.27, subsection 2, or section 562B.25, subsection 2, if the tenant is renting the manufactured or mobile home or the land from the landlord, may commence the action without giving a three-day notice to quit.
2. A notice to quit required under subsection 1 shall be served on the defendant according to 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 premises who is at least eighteen years of age. Delivery under this paragraph shall be deemed to provide notice to the defendant.
   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 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. 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.
3. A notice to quit 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.

[C51, §2365; R60, §3955; C73, §3614; C97, §4210; C24, 27, 31, 35, 39, §12265; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.3; 81 Acts, ch 183, §2]
84 Acts, ch 1054, §1; 2001 Acts, ch 153, §15; 2001 Acts, ch 176, §80; 2010 Acts, ch 1017, §8, 11
Owner, landlord and tenant provisions, chapters 562, 562A, 562B
Section amended

648.4 Notice terminating tenancy.
When the tenancy is at will and the action is based on the ground of the nonpayment of rent when due, no notice of the termination of the tenancy other than the three-day notice need be given before beginning the action.
[C24, 27, 31, 35, 39, §12266; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.4]
Farm tenancies, §562.5 – 562.8
See also §562.4, chapters 562A, 562B

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. 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.

6. 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
Section stricken and rewritten

648.6 Notice to lienholders.
In cases covered by chapter 562B, a plaintiff shall send a copy of the petition, prior to the date set for hearing, by regular, certified, or restricted certified mail to the county treasurer and to each lienholder whose name and address are of record in the office of the county treasurer of the county where the mobile home or manufactured home is located.
98 Acts, ch 1107, §31; 2003 Acts, ch 154, §4

648.7 and 648.8 Repealed by 72 Acts, ch 1124, § 282.

648.9 Change of venue.
In any such action a change of place of trial may be had as in other cases.
[C51, §2367; R60, §3957; C73, §3616; C97, §4212; C24, 27, 31, 35, 39, §12270; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.9]

648.10 Service by publication.
Repealed by 2010 Acts, ch 1017, §10, 11.

648.11 through 648.14 Repealed by 72 Acts, ch 1124, § 282.

648.15 How title tried.
When title is put in issue, the cause shall be tried by equitable proceedings.

[C97, §4216; C24, 27, 31, 35, 39, §12276; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.15]

648.16 Priority of assignment.
Such actions shall be accorded reasonable priority for assignment to assure their prompt disposition. No continuance shall be granted for the purpose of taking testimony in writing.
[C97, §4216; C24, 27, 31, 35, 39, §12277; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.16]

648.17 Remedy not exclusive.
Nothing contained in sections 648.15 and 648.16 shall prevent a party from suing for trespass or from testing the right of property in any other manner.
[C51, §2371; R60, §3961; C73, §3620; C97, §4216; C24, 27, 31, 35, 39, §12278; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.17]

648.18 Possession — bar.
Thirty days' peaceable possession with the knowledge of the plaintiff after the cause of action accrues is a bar to this proceeding.
[C51, §2372; R60, §3962; C73, §3621; C97, §4217; C24, 27, 31, 35, 39, §12279; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.18]

648.19 No joinder or counterclaim — exception.
1. An action under this chapter shall not be filed in connection with any other action, with the exception of a claim for rent or recovery as provided in section 555B.3, 562A.24, 562A.32, 562B.22, 562B.25, or 562B.27, nor shall it be made the subject of counterclaim.
2. When filed with an action for rent or recovery as provided in section 555B.3, 562A.24, 562A.32, 562B.22, 562B.25, or 562B.27, notice of hearing as provided in section 648.5 is sufficient.
3. An action under this chapter that is filed in connection with another action in accordance with this section shall be treated only as a joint filing of separate cases assigned separate case numbers, but with a single filing fee. The court shall not merge the causes of action. The court shall consider the jointly filed cases separately and shall consider each case according to the rules applicable to that type of case.

[C51, §2373; R60, §3963; C73, §3622; C97, §4218; C24, 27, 31, 35, 39, §12280; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.19]
86 Acts, ch 1130, §3; 88 Acts, ch 1138, §17; 93 Acts, ch 154, §22; 2000 Acts, ch 1210, §1

648.20 Order for removal.
The order for removal can be executed only in the daytime.
[C51, §2374; R60, §3964; C73, §3623; C97, §4219; C24, 27, 31, 35, 39, §12281; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.20]

648.21
Repealed by 72 Acts, ch 1124, § 282.

648.22 Judgment — execution — costs.
If the defendant is found guilty, judgment shall be entered that the defendant be removed from the premises, and that the plaintiff be put in possession of the premises, and an execution for the defendant's removal within three days from the judgment shall issue accordingly, to which shall be added a clause commanding the officer to collect the costs as in ordinary cases.
[C51, §2370; R60, §3960; C73, §3619; C97, §4221; C24, 27, 31, 35, 39, §12283; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.22]
86 Acts, ch 1130, §4; 95 Acts, ch 125, §15

648.22A Executions involving mobile homes and manufactured homes.
1. In cases covered by chapter 562B, prior to the expiration of three days from the date the judgment is entered pursuant to section 648.22, the plaintiff or defendant may elect to leave a mobile home or manufactured home and its contents in the manufactured home community or mobile home park for up to sixty days after the date of the judgment provided all of the following occur:
   a. The plaintiff consents and the plaintiff has complied with the provisions of section 648.6.
   b. The party making the election files a written notice of such election with the court and sends a copy of the notice of election with a copy of the judgment to the sheriff, the other party at the other party's last known

address, each record lienholder, and the county treasurer in the same manner as in section 648.6.

c. All utilities to the mobile home or manufactured home are disconnected prior to expiration of three days from the filing of the election. Payment of any reasonable costs incurred in disconnecting utilities and protecting the home from damage is the responsibility of the defendant.

2. During the sixty-day period the defendant may have reasonable access to the home site to show the home to prospective purchasers, prepare the home for removal, remove any personal property, or remove the home, provided that the defendant gives the plaintiff at least twenty-four hours' notice prior to each exercise of the defendant's right of access. The plaintiff may also have reasonable access to the home site to disconnect utilities and to show the home to prospective purchasers sent by the defendant. The plaintiff shall not have the right to sell the home during the sixty-day period unless the defendant enters into a written agreement for the plaintiff to sell the home.

3. During the sixty-day period the defendant shall not occupy the home or be present on the premises between the hours of seven p.m. and seven a.m. A violation of this subsection shall be punishable as contempt.

4. If the plaintiff or defendant finds a purchaser of the home, who is a prospective tenant of the manufactured home community or mobile home park, the provisions of section 562B.19, subsection 3, paragraph "c", shall apply.

5. If, within the sixty-day period, the home is not sold to an approved purchaser or removed from the manufactured home community or mobile home park, the plaintiff may sell or dispose of the home in accordance with the provisions of section 555B.9 without an order for disposal, or chapter 555C, and may do so free and clear of all liens, claims, or encumbrances of third parties except any tax lien, at which time all of the following shall occur:

   a. The proceeds from the sale shall first be applied to any judgments against the defendant obtained by the plaintiff, any unpaid rent or additional costs incurred by plaintiff, and reasonable attorney fees. Any remaining proceeds shall next be applied to any tax lien with the remainder to be held in accordance with section 555B.9, subsection 3, paragraph "c".

   b. Any money judgment against the defendant and in favor of the plaintiff relating to the previous tenancy shall be deemed satisfied, except those arising from independent torts.

   c. If plaintiff elects to retain the home pursuant to section 555B.9, the county treasurer, upon receipt of a fee equal to the fee specified in section 321.42 for replacement of certificates of title for motor vehicles, and upon receipt of an affidavit submitted by the plaintiff verifying that the home was not sold to an approved purchaser or removed within the time specified in this subsection, shall issue to the plaintiff a new title for the home.

6. A purchaser of the home shall be liable for any unpaid sums due the plaintiff, sheriff, or county treasurer. For the purposes of this section, "purchaser" includes a lienholder or other claimant acquiring title to the home in whole or in part by reason of a lien or other claim.

7. Nothing in this section shall prevent the defendant from removing the mobile home or manufactured home prior to the expiration of three days after entry of judgment, after which time a mobile home or manufactured home shall not be removed without the prior payment to the plaintiff of all sums owing at the time of entry of judgment, interest accrued on such sums as provided by law, and per diem rent for that portion of the sixty-day period which has expired prior to removal, and payment of any taxes due on the home which are not abated pursuant to subsection 5.

8. In any case where this section has become operative, section 648.18 does not apply.

9. This section does not preclude the exercise of a lienholder's rights under section 648.22B.

98 Acts, ch 1107, §32; 2001 Acts, ch 153, §16; 2003 Acts, ch 154, §5

648.22B Cases where mobile or manufactured home is the subject of a foreclosure action.

1. When a mobile or manufactured home located

in a manufactured home community or mobile home park is the subject of an action by a lienholder to foreclose a lienhold interest, the plaintiff may advance all moneys due and owing to the landlord and enter into an agreement with the court to pay to the landlord before delinquency all rent, reasonable upkeep, and other reasonable charges thereafter accruing on the home and space that it occupies, in which case any writ of execution on a judgment under this chapter will be stayed until the home is sold in place as provided by law or removed from the manufactured home community or mobile home park at the plaintiff's expense.

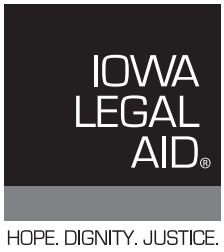
2. When the conditions of subsection 1 have been satisfied, the clerk of court shall so notify the sheriff of the county in which the mobile or manufactured home is located.
3. The landlord shall have standing to intervene in the foreclosure proceedings or to file a separate action to compel compliance with the lienholder's undertaking pursuant to subsection 1 and shall be entitled to recover costs and attorney fees incurred.
4. All expenditures made by a lienholder pursuant to subsection 1 shall be recoverable from the lien debtor in the foreclosure proceedings as protective disbursements whether or not provision is made for such recovery in the documentation of the subject lien.
5. In any case where this section has become operative, the provisions of section 648.18 shall not apply.

2000 Acts, ch 1210, §2; 2001 Acts, ch 153, §16

648.23 Restitution.

The court, on the trial of an appeal, may issue an execution for removal or restitution, as the case may require.

[C51, §2376; R60, §3966; C73, §3624; C97, §4222; C24, 27, 31, 35, 39, §12284; C46, 50, 54, 58, 62, 66, 71, 73, 75, 77, 79, 81, §648.23]



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