



### ILA Legislative Report

The results of the election are in. The Republicans retained control of the Iowa legislature, breaking a trend set by the last two elections after redistricting when control of the legislature changed parties back in the 1980's and 1990's. Christopher Rants, (R-Sioux City), is the new Speaker of the Iowa House. Former Speaker Brent Siegrist, (R-Council Bluffs), lost his primary race to win the 5th District Congressional seat from Iowa. Chuck Gipp, (R- Decorah), is the new Majority Leader in the House. Danny Carroll, (R-Grinnell), is the new Speaker Pro Tempore of the Iowa House. An interesting piece of information about Rep. Carroll is that he is a landlord. It's great to have a landlord in such a position of power in the Iowa House of Representatives.

In the Senate Stewart Iverson (R-Dows) was reelected as Majority Leader, and Mary Kramer (R-West Des Moines) was reelected as President of the Senate. Jeff Angelo (R-Creston) is the new President Pro Tempore of the Senate.

Another result of this first election after redistricting is that the legislature has a large number of new people. Fifty-one people, or a third of the entire legislature, are new to their legislative positions. Eight of the new Senators have moved over from the Iowa House. One Senator, Doug Shull, (R-Indianola), served in the Iowa House

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**Joe Kelly**  
*ILA Lobbyist*

After countless meetings, e-mails and telephone calls to Council members and City officials, the Des Moines City Council caved in to the big spenders who have managed this City to a \$6,500,000 deficit and raised inspection fees by as much as over 200%. They passed the increased inspection fees after much debate.

### DIALOGUE WITH DIRECTORS



Many reservations were raised by council members, but talk is cheap. (In this case it will be very expensive.) While at the same council meeting, the Mayor of Des Moines declared the week of the November 17th to be Hunger & Homelessness Awareness Week. Go figure!

Many members of your ILA were involved in this debate. They showed the Council the fallacy of their some of their figures as well as pointing out the housing inspection department's expensive staff.

Participation was not fruitless; although it may seem so at the time. The Des Moines City managers will be rewriting its housing rental code in the next few months. Your ILA has been asked by the Mayor to be involved in this rewrite.

We thank all those who attended the Fall Seminar and hope all who participated came away with all their questions answered. Don't forget to turn in the evaluation sheet. We are already planning for the Spring Seminar in 2003. If you have any suggestions for speakers or different formats be sure to let us know.

Our legislative agenda is pretty well set for the coming 2003 session. We strongly encourage all members to learn who your representatives are in the legislature. It is important to promote the ILA legislative agenda. We will keep you informed when bills come up for a vote whether it is in committee or on the floor of the House or Senate. Our overall agenda will be to promote tougher penalties on tenants who damage rental property after they have received a notice; and more equity in property taxes for rental property.

*From all of us at the  
Iowa Landlord Association,  
we wish all of you  
the very best Holidays!*

### This Month's December 2002 NewsBrief .....

- Dialogue With Directors
- ILA Legislative Report
- Length of Lease Options
- Section 8 Voucher Funding
- Tenant Harassment
- MOLD
- Happy Holidays!!!
- Advertise with ILA

- Directors: • Dennis McDonald • Dave Sollenbarger
- WebSite: [www.iowalandlord.org](http://www.iowalandlord.org)
  - Email: [ilaservices@iowalandlord.org](mailto:ilaservices@iowalandlord.org)

## **MAINTENANCE**

We would like to know how much you spend on the average on maintenance and repairs per unit per year. We are trying to determine the aggregate costs so members can better determine the appropriate amount they should be spending on maintenance. Your answers will be kept in confidence; the figures will be compiled for comparison. This will help other members of your association budget for such items.

Please E-mail the ILA at [ilaservices@iowalandlord.org](mailto:ilaservices@iowalandlord.org) with your answers.

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## **Recommended Rental Clause**

The tenant is responsible for maintenance of appliances, plumbing and garbage disposals resulting from their misuse by you or your guests. Cost of repairs will be charged to the tenant.

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## **Length of Lease Options**

Nearly every landlord has adopted some form of legal written lease agreement to protect their rights and their tenant's concerns. Even a simple month-to-month agreement is a legally binding contract between the property manager and the tenant that provides agreed upon rules. Lease agreements protect the property owner, the manager, the tenant, as well as the interest of the community.

Many owners believe that property owners have no rights and property managers need to have some control.

Residential leases can be verbal contracts, but more often are in writing. Lease lengths may be month-to-month, short-term for one year or less or long-term contracts for one year or more.

Regardless of the lease type, the length of the term will vary depending upon particular requirements of the landlord and tenant. Personal or business interests, investment strategies, and economic conditions may influence the lease.

Renters have more of a say so than property owners. Long term leases provide more income security, but the wrong tenant can be a nightmare. Many landlords would rather let a property sit vacant than to let someone rent who they cannot trust.

A month-to-month lease works well if property managers have experienced trouble in the past with the type of renters they attracted. Income security is sacrificed to the personal satisfaction of knowing the property will be respected by a responsible tenant.

by Rick Kepple, Landlord Tenant Law Bulletin  
November 2002

## **Federal Legislation on MOLD**

Congressman John Conyers (D-MI) introduced the first piece of legislation dealing with mold. (H.R. 5040). It is called The United States Toxic Mold Safety and Protection Act. The bill would impose numerous mold-related requirements on those who sell or lease rental property. The Bill requires mold inspections for multi-unit residential property and mold inspections for all property that is purchased or leased using funds that are guaranteed by the federal government.

For more info go to: <http://www.house.gov/conyers/mold.htm>

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## **Terrorism**

Congressional negotiators have reached a tentative agreement on federal terrorism insurance legislation. The final conference report language is being drafted. Once finalized, the bill could be approved by Congress after the elections. As agreed by the negotiators, the legislation would obligate insurers to repay federal assistance where losses were below a certain amount. It would also set new standards of proof for punitive damage claims arising from terrorist activity.

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## **Section 8 Voucher Funding**

The fiscal year 2003 HUD appropriations bill (H.R. 5605) has been approved by the appropriations committees in both houses of Congress. The Senate version would increase the HUD budget by \$661 million, with the House reducing it by \$76 million. The most controversial element, however, is not the funding levels, but a provision inserted by the House Appropriations Committee that would undermine the Section 8 voucher program by changing the formula used to fund renewal vouchers. The new formula would base future voucher funding on the number of units leased as reflected on a public housing agency's most recent financial statement, which are often two years old.

Consequently, the public housing agencies may find themselves under funded. It is estimated that this change will result in 127,000 fewer voucher renewals than the executive branches request. Under-funded PHAs may be forced to terminate existing vouchers or lower payment standards. Apartment companies could see voucher payment contracts terminated and be forced to evict residents.

## Landlord Liability for Tenant Harassment

Most landlords are aware a tenant can sue for harassment if they raise the rent, threaten eviction or otherwise harass the tenant based on race, gender, nationality, religion or other characteristics protected by federal and state antidiscrimination laws. This also applies where the landlord offers to reduce the rent or otherwise provides some service to the tenant in exchange for sexual favors. Most landlords are unaware they can be sued for failing to stop one tenant from harassing another.

Generally, landlords are responsible for keeping their premises reasonably safe for tenants, which means a landlord may be responsible for a tenant's injuries on the property or for criminal activity. Some courts have extended this duty to include situations where one tenant harasses another and the landlord, after being informed of the harassment, fails to take reasonable actions to protect the harassed tenant.

In a recent case, an Asian woman in a condominium alleged she was the victim of sexual and racial/nationality harassment by the male tenant of the owner of another condo unit in the same building. She sued the landlord based on what she claimed was his failure to take appropriate action, such as eviction, when informed his tenant was harassing her. The court determined the landlord was liable under federal and state anti-discrimination laws for failing to stop the harassment and awarded the tenant \$95,000 plus attorney's fees.

The courts have typically looked to the Federal Fair Housing Act, 42 USC 3601, and state housing laws to find a legal duty on the part of the landlord to stop one tenant from harassing another. The Act makes it unlawful to coerce, intimidate, threaten or interfere with any person's rights. A landlord who knows or should have known of a harassing situation and does not investigate and take reasonable action to stop the conduct may be found in violation.

The problem for landlords is, unlike employers, they typically have little control over these events outside of eviction. Any attempt to evict a tenant based on unfounded allegations of harassment by another tenant may open the landlord up to liability for a wrongful eviction, especially if the tenant is under a lease. In addition, the eviction process is time consuming and costly for landlords, including loss of rental income the landlord might face during and after the eviction process.

Unfortunately, the law on landlord liability for tenant harassment is still developing; thus the extent of landlord obligation has not been clearly established. For example, it is reasonable to assume that in order to be actionable, the harassment must be so severe and persistent and pervasive as to interfere with the victim's tenancy. It is not clear, however, when the tenancy itself is affected. In the previous case, the tenant had called police on several occasions because of sexual harassment and threats, had reported the incidents

to condo association and the harasser was actually jailed for harassing another person at the time this case came to trial. It is not clear whether the tenant would have succeeded with her lawsuit without all of these factors.

Recommendations: Document all complaints of harassment, even those appearing to be typical tenant disputes. Always conduct an investigation immediately after the complaint is received. Develop an anti-harassment policy and enforce it. If warranted, instruct the offending tenant in writing to stop the harassment immediately or face eviction. Send a copy to the complaining tenant. Keep the complaining tenant informed of your actions. Obtain copies of all reports by outside agencies, like the police. Establish progressive action toward the offending tenant, such as: verbal and written warnings, formal hearings and the eviction itself.

From *Landlord Tenant Law Bulletin* October 2002 by Bruce R. Fox, Esq.

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### Legislative Report... – Continued from Page 1 ...

some twenty years ago. In the interim, Doug was the comptroller for the Casey's General Stores Corporation. Eight Iowa Senators have never served in the legislature.

In the House, thirty-four of the representatives are new. However, one of the representatives is coming over from the Senate, and three are returning, after having lost a previous race for the Iowa House. Thirty of the House members have never served in the Iowa legislature.

All these new faces mean there is quite a bit of work for us to do. We must get to these new legislators and introduce our organization to them. We must find out how they stand on private property rights issues, as well as on issues relating specifically to landlord tenant matters.

There is continuing talk about the property tax mess in Iowa. The Iowa League of Cities is calling for a revamping of the property tax system, as is the Association of Business and Industry and the Iowa Farm Bureau. Last year, the Iowa Landlord Association was joined by a group of fifteen developers, who hired their own lobbyist, in petitioning the legislature to do something about the commercial property rate on rental housing. We no doubt had some impact last year even though we didn't get a bill passed. It is a positive development to see other groups calling for property tax reform. A legislative rewrite of the entire property tax system is our best bet to get property tax relief for rental housing.

Another issue identified by the Iowa Landlord Association is to ask for a change in the law so that damage to rental property would be considered a criminal offense. Landlords would be able to post this notice in their rental properties and to put the warning in their leases or rules and regulations.

**Would you like to list your property on the Iowa Landlord Association Apartment Rental Search but you're not on the Internet?**



**Iowa Landlord Association  
Apartment Search Service  
Listing Form**

*Make copies of this form, fill out the form and FAX to: 515-255-0675*

You can mail or fax in your listing directly to our office if this would be easier for you.

To list your property, please fill out this form and send a picture of your property to our office.

Have you a rental property you wish to sell? Advertise it on the web site! Call us for details.

Interested in banner ads on our website?

**ILA Rental Property Search Listing Rates**

- Listing Prices = Members - \$50/mo., Non-Members - \$100/mo.
- Pictures/Logo inclusion = \$10/submission
- Picture/Logo image preparation (if needed) = \$35/hr.
- Photography Services = \$50 trip fee; \$35/hr after 1 hour; Materials at cost; Service available in the Des Moines metro and Polk County surrounding areas; Services are on a scheduled basis; Contact [information@iowalandlord.org](mailto:information@iowalandlord.org) for arrangements.

Your Company: \_\_\_\_\_  
 Your Name: \_\_\_\_\_  
 Your Company Address \_\_\_\_\_  
 Your Phone number for contact \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Property City, Zip: \_\_\_\_\_

**Monthly Rent Price:** \$ \_\_\_\_\_ / Month  
**Number of Bedrooms:**  Studio/Efficiency  1  2  3  4+

**Type of Housing:**  Condos, Townhomes, or Duplexes  
 Unfurnished Apartments  Furnished Apartments  
 Single Family Dwelling  Short Term Rentals  Senior Community

**Utility Arrangements:**  None Supplied  Some Paid  All Paid

**Accommodations and General Amenities** – Please check the items associated with this property:

Air Conditioning: .....	<input type="checkbox"/>	Dishwasher: .....	<input type="checkbox"/>	Wheelchair Accessible: ..	<input type="checkbox"/>
Microwave: .....	<input type="checkbox"/>	Stove: .....	<input type="checkbox"/>	Trash Compactor: .....	<input type="checkbox"/>
Balcony / Patio: .....	<input type="checkbox"/>	Refrigerator: .....	<input type="checkbox"/>	Garbage Disposal: .....	<input type="checkbox"/>
Dining Room: .....	<input type="checkbox"/>	Fireplace: .....	<input type="checkbox"/>	Pet Friendly: .....	<input type="checkbox"/>
Computer High				Laundry Type:	
Speed Broadband				<input type="checkbox"/> Washer / Dryer	
Internet Accessibility: ..	<input type="checkbox"/>	Cable Ready: ...	<input type="checkbox"/>	<input type="checkbox"/> Washer / Dryer Connections	
		Garage:	<input type="checkbox"/>	<input type="checkbox"/> Laundry Facility	

**Community Accommodations and Amenities**

Club House: .....	<input type="checkbox"/>	Storage Facilities:	<input type="checkbox"/>	Gated Access: .....	<input type="checkbox"/>
Public Transportation: ..	<input type="checkbox"/>	Tennis Courts: ....	<input type="checkbox"/>	Playground: .....	<input type="checkbox"/>
Fitness Center: .....	<input type="checkbox"/>	Swimming Pool: ..	<input type="checkbox"/>	Whirlpool / Spa: .....	<input type="checkbox"/>

**Run Dates of Your Listing**

Date Begin: \_\_\_\_\_ Date End: \_\_\_\_\_

Your Email Address:  
 \_\_\_\_\_

*Additional Information About This Rental:*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*\*\*\* Don't Have A F.A.X. - - Just copy and mail your form to us. \*\*\**



**(HINT!** For the cost of an ILA membership - Non-members can purchase their membership, save money and experience ALL the benefits of ILA membership!)

**Need to Rent ???**  
 advertise your rental at:  
**[www.vacancy4rent.net](http://www.vacancy4rent.net)**