



ILA Legislative Report

EDITOR'S NOTE: The Iowa Legislature has just returned to the Capitol. Now that the Iowa General Assembly has convened, Joe will be back in our next issue with a report about legislative actions on the hill.



Joe Kelly
ILA Lobbyist

Service-members' Civil Relief Act

On December 19, 2003 this act became law. It clarifies and makes amendments to the Soldiers' and Sailors' Civil Relief Act of 1940. This Act applies to military service members who are in an active duty status. This includes members of the Armed Forces, as well as the Reserves and National Guard when they are called to active duty.

There are two provisions that apply to landlords and tenants. The first concerns itself with terminating premise leases. This provision applies to both the service member and their dependents. The service-member and their dependents may terminate leases entered into prior to entering into the qualifying

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The Welcome Mat

The Iowa Landlord Association is pleased to announce the latest members to join ILA.

Members:

Scott Hessenius from West Des Moines
 Todd Omundson from Bondurant

Associate Members:

We encourage our members to use the knowledge and expertise of our Associate Member(s) to help solve landlording issues and problems.

DIALOGUE WITH DIRECTORS



January was a cold month. With all of us bundled up, and nesting in our warm homes we are not always aware that many things are going on around us.

And so it is with ILA. Already Joe Kelly is busy up on the Hill working with the new Legislature. Locally, we continue our efforts to identify and pursue fair solutions concerning Des Moines Inspection Fees for landlords. As we announced last month, we have asked an attorney to begin an investigation into these inspection fees. Right now the investigation has just begun. But to support this endeavor, we have started the ILA-Legal Defense Fund. Of course, using legal counsel is not free, so we hope everyone will contribute what they believe would be appropriate to the ILA-LDF. We ask that every member contribute at least \$2 per unit owned (managed) or more if possible. This issue affects us all, and we would like to see all our membership support our efforts to help your business.

And while we are talking politics here, in January we saw the true beginnings of a very political year starting with the Iowa Caucuses. We hope that our members will actively support candidates from Presidential down to the local dog catcher (if applicable) who champion the causes of Landlords.

Nevertheless, until the elections, you can still help by contacting your elected and appointed officials with your concerns. As representatives of you, we feel it is very important that the legislators hear from landlords about the importance of reclassifying residential rental property to residential as opposed to commercial. We need to tell our legislators, as Joe says, just how unfair the current system is to apartment owners and tenants.

Inside this edition of NewsBrief, we proudly report the results of the Fall 2003 Educational Seminar evaluation. As we tabulated the responses, we were delighted with the favorable comments. But more pleasing to us was

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- Directors: • Dennis McDonald • Dave Sollenbarger
- WebSite: www.iowalandlord.org
 - Email: ilaservices@iowalandlord.org

Ask an Attorney: Legal Q & A



by **Mark V. Hanson**, Attorney at Law, Whitfield & Eddy, P.L.C. hanson@whitfielddlaw.com

Q: I got a call from the landlord with the question on serving money judgments. He was confused by my answer point #4, under money judgments (in last month's article).

A: To clarify, when I say "there is no provision to serve money judgment petitions by posting", that means YOU CANNOT DO IT.

Under Iowa law and civil procedure, you are only able to do things which the law says you may do, and do them only in the way the law or civil procedures are specified. Since there is no provision under Iowa statute or civil procedure allowing you to post money judgment petitions, you may not post them. You have to do it only according to the ways which are allowed:

1. Personal service. Done by the sheriff or process server. Defendant has 20 days to answer.
2. Certified mail, restricted delivery, return receipt, by having the clerk of court mail copy of original notice/petition and an answer form. Defendant has 20 days to answer.
3. If no longer a resident of Iowa, but subject to Iowa jurisdiction, there are other methods as approved by court order or service on the secretary of state, but these are not generally residential rental situations. Defendant has 60 days to answer.

I didn't realize when I stated "there is no provision", that people would think without the Iowa statute or civil procedure saying anything, then you could serve by posting, because it did not say you couldn't.. Exactly the opposite is true - you need to have the statute or civil procedure specifically give you permission to do something.

Bottom line: Since Iowa Statute and civil procedure do not give you permission to post money judgment petitions, then you cannot.

Editors Note: If you have legal questions you would like covered in this article, please forward them to: dennis@iowalandlord.org. Opinions and advice contained should be individually considered, and if you have specific questions concerning your operation or legal responsibility you should seek qualified legal assistance of an attorney of your choice.

"The determination of the need for legal services and the choice of a lawyer are extremely important decisions and should not be based solely upon advertisements or self-proclaimed expertise. This disclosure is required by the rule of the Supreme Court of Iowa."

The ILA Fall Seminar



At the 2003 Fall Educational Seminar, we asked our attendees to fill out a Seminar Evaluation

sheet. We are pleased to share the results with you.

24 percent of you gave the seminar an overall rating of excellent, with the remaining 76 percent giving it a good rating. 100% of attendees who had questions during the seminar thought they had received the answers to their concern(s).



Individual presentations did very well by your responses. Our Keynote speaker, Don McNulty gave an excellent presentation on Mold Removal and Crime Scene clean-up. At a 51% excellent rating, with an additional 40% rating the presentation as good, we are privileged to have heard him.



From Washington, D.C., Deane Dolben, the President of NAA, and Jerry Molique, a former past president, spoke about the National Landlord Association, its programs and benefits. 24% rated this presentation as excellent, with 52% a good rating.



Debbie Haukenberry, Executive Officer of the Apartment Association of Kansas City spoke about Landlord participation with association functions and programs. 27% rated her discussion as excellent, while another 57% gave her a good rating.

ILA Director, Dave Sollenbarger gave a talk on Tenant Screening. Landlords rated this seminar at 34% excellent, and 53% as good. Mark Hanson and Joe Kelley spoke on legal, legislative and property tax issues. This useful discussion prompted favorable 32% excellent and 64% good responses.



100% of responding attendees liked their lunch! 52% thought Saturday was the best day to have seminars, with 57% expressing they would like two seminars per year, but 26% thought we should have four.

Our Fall Seminar attendees gave us many topic suggestions for upcoming seminars. Moreover, we were delighted with the comments we received; "Very worth the time and money", "very interesting meeting", "liked the Breakfast meetings this summer", "would like more vendors at seminar", "good Seminar", "looking forward to the next one." We thank you for attending.

Force Majeure Clauses

There are a number of standard clauses in contracts referred to as 'boilerplate' that affect property managers and owners. The parties to the contract usually agree to these clauses with little discussion because they are so common and lawyers insist on putting them in the contract. The force majeure clause is one of these clauses. The force majeure clause is normally found in property management contracts. Few property managers know what the term means or what it does.

Force majeure clauses affect performance obligations of the two parties under the contract and can be used to the advantage of the property manager when faced with a breach of a contract claim. Force majeure means "greater force". A force majeure clause will excuse a party from liability if some unforeseen event, beyond the control of that party, prevents it from performing its duties under the contract. Force majeure clauses apply to events such as: natural disasters, acts of God, war, terrorism or riots. Force majeure clauses do not apply to other situations such as: employee illness, mechanical failures or actions by a third party such as a plumber or electrician.

All contracts should contain a force majeure clause that applies equally to the property manager as it does to the other party of the contract. The clause should provide a description of force majeure events. When deciding whether or not an event is a force majeure event, remember the clause is intended to excuse a party from performing only if it could not reasonably have been avoided.

Run Until It Rents!



They are popping up all over. We are very pleased by the acceptance of our new signage program for Vacancy4Rent.com. Many ILA member landlords have already taken advantage of the "It Runs Until You Rent" program. We have seen these signs sprouting on all over. You may have seen them too!

Because of the success of this program, we are extending the "It Runs Till You Rent" offer that we announced last month through the end of this month. (See Our Coupon)

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the value that our members received from the very insightful speakers we had at the seminar. Additionally, the remarks and requests of the membership to have more Vendor participation at our events was very encouraging – we again thank our Associate Members who played a part in the Seminar. With the replies we received, we know you will want to plan to attend the 2004 Spring Seminar in May. Details will be forthcoming in future NewsBriefs, but we can tell you that we have been busy setting up speakers that you will find very interesting to listen to as well as profit by. Besides yourself, you will want to have your support staff and employees attend.

In addition, we have been planning other activities and events for our membership. We will be give details about those functions in future issues of NewsBreif as well. We at ILA anticipate a very busy and rewarding year this year for you and your staff.

Service-members Civil Relief Act – Continued from Page 1 ... military service. Once the service member is on active duty status, this same provision can be invoked upon receiving permanent change of station orders or if deploying with a military unit for at least 90 days.

To terminate a lease, the service member or dependent provides written notice of termination and a copy of the military orders. For leases providing for monthly payment of rent, termination is effective 30 days after the first date on which the next rental payment is due, once notice is given. The landlord must return advanced rents paid and account for unused portions of the security deposit as required by law. Service-member are encouraged to give the landlord as much advance notice as possible; but sometimes the service member's date of departure changes due to military necessity.

The second provision has to do with protection against eviction. The protection applies to both service-members and their dependents. The premises must be used as a residence. This protection applies to rental units that have a monthly rent of \$2400 or less. During the period of qualifying military service, the landlord cannot evict without a court order. The service member or their dependent may petition any court to stay any eviction proceeding for up to 90 days, or longer if the court decides a longer period is fair. The court may also make any other adjustment needed to preserve the interest of all parties in the lease.

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 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.com**](http://www.vacancy4rent.com)