SECURITY DEPOSITS

The Iowa Tenant Landlord Law allows your landlord to charge you a security deposit to “secure” your performance under the lease. If you abide by your lease and do not damage the property, the deposit is refunded to you.

Amount Charged
Typically 1 month’s rent, cannot exceed 2 month’s rent

Reasons for Landlord to Keep Deposit
• To cover repairs or replacement of property damaged by tenant(s)
  ○ Note: Excludes normal wear and tear
• To cover unpaid rent or other payments owed by tenant
• To recover expenses of removing a tenant who remains in the dwelling after proper notices to leave.
• No mailing address provided by tenant within one year of lease end.
  ○ Note: The landlord has the burden of proving the reason for deducting money from the deposit. However, tenant should be prepared to give evidence of the contrary.

Getting the Deposit Back
• Get a receipt for the deposit.
• Complete a move in inspection checklist.
  ○ Document any problems/concerns. All parties sign and date. Keep a copy.
• Inform the landlord of any damages that occur during occupancy.
• Provide prior notice to your landlord. Some landlords require 60 days or more notice of your intent to vacate premises as the end of your lease period. Check your lease agreement for policies. Notify your landlord in writing through certified mail and keep a copy for your record.
• Return the rental unit to the landlord in clean, good condition
• Return all keys and get a receipt for your files
• Provide landlord in writing your new mailing address.

Time Allowed for Landlord to Return Deposit
The landlord must return the deposit or give the tenant a written statement of deductions within 30 days of the termination of tenancy and receipt of the forwarding mailing address. Otherwise, the landlord forfeits all rights to the deposit.

Landlord Keeps Deposit Without Notification
• Send a letter to the landlord requesting the return of your deposit.
• Keep a signed and dated copy. If there is no response, seek legal advice as to your rights as a tenant. The bad faith retention of a deposit by a landlord, or
any portion of the rental deposit is subject to legal action as outlined in the Iowa Tenant Landlord Law.

DISCLAIMER
Information provided on this web site pertaining to tenant/landlord issues and procedures is general information about Iowa Tenant/Landlord Law. (See Chapter 562A Uniform Residential Landlord and Tenant Law) The information pertains to Iowa law. If you are viewing this site from another state you should be aware that this area of law may differ from state to state.
Before you take any action based on information from this site, please seek legal advice. Your questions and facts are specific to your case. Therefore, information on this site cannot substitute for legal advice from an attorney practicing in your jurisdiction. Again, you should consult an attorney before taking any legal action based on information found on this site.

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