LEASING AND RENTAL AGREEMENTS

Leases
A lease is a written contract that documents the agreement made between a landlord ("lessor") and a tenant ("lessee"). It is a binding legal document that can hold you responsible for thousands of dollars in rent payments. Leasing agreements contain legal terminology. Read the entire lease and understand what you sign as you will be legally bound by its terms. Oral leases are not recommended and often lead to disputes. A written lease sets out the terms for both parties and is easily referenced when issues arise. Always keep a copy of the written lease along with any documents and correspondence you send or receive from your landlord.

Information provided here can help you understand basic rights and responsibilities regarding your lease. This information is not legal advice. If you have questions about your leasing agreement, please contact Student Legal Services (319) 335-3276 for further assistance.

Points common to typical leases

Lease Term (length)
Leases are for a defined period of time. While short-term leases are available, they are not common. Typical leases in the Iowa City/Coralville area are 12-month leases beginning on August 1 and ending on July 31. Your lease should clearly state the lease term and indicate when you need to give notice to renew or terminate that lease. If you do not want to renew your lease, you must give your landlord written notice of your intent to terminate at the end of your lease term. Be sure to keep a copy of the notice for your records.

Security Deposit
A deposit collected by the landlord to cover unpaid rent or damage by the tenant. The amount is typically equivalent to one month's rent and cannot exceed two month's rent. It is not the same as the first month's rental payment.

Rent and Late Fees
Your lease should state how much rent is due each month, when it is due, and where it is to be paid. The lease may also state method of payment. Paying with cash is not recommended. If you pay with cash, be sure to get a receipt.

Your landlord must receive your rent by the due date or late fees may apply. Allow extra time for mailed rent payments to reach your landlord.
**Utilities**
Your lease agreement should outline how and which (if any) utilities will be charged to you. Will you be required to sign up for service directly with the local utility company or will the landlord charge you each month? Does your rental unit have a separate meter? Do you control your own heat?

Cable, internet access, and phone service are typically the tenant’s responsibility in house and apartment rental units. However, single rooms for rent often do include some or all of these utilities.

**Occupants and Guests**
Landlords can limit the number of occupants and guests in a rental unit based on health and safety issues. Specific housing codes for each type of housing apply.

Landlords can limit the length of time a guest can stay in your apartment. The lease should address the time frame. Two weeks is typical and considered reasonable. If guests stay longer, the landlord has the right to consider them unauthorized occupants. This can be considered a breach of the leasing agreement and result in legal action. If you want to add a tenant to your lease, you need your landlord's written permission.

**Renters’ Insurance**
The landlord is not responsible for protecting your belongings against theft, fire, flood, or damage caused by third parties such as burglars. Some leasing agreements require tenants to obtain renters’ insurance. These policies are reasonably priced, protect your personal property, and are easily obtained through most insurance companies.

**Joint Liability**
Each tenant who signs the lease is responsible for all terms of the lease, including the full amount of the rent not just their individual portion. Choose roommates/co-tenants who will be able to pay the rent and fulfill all obligations outlined in the lease. If your roommate violates the lease or doesn’t pay rent, you can be held legally responsible. Some landlords require a co-signor. Co-signors are usually a parent of guardian and are responsible for paying rent if one or all tenants are unable to pay.

**Lease Addendum of Rules and Regulations**
Rules and regulations on how you may live in a rental unit may be part of your lease or outlined in a separate document or addendum. Items included may address issues such as noise, quiet hours, bike storage, and use of common spaces.
Other considerations

Building Security
Are guidelines outlined in the lease? Who has access to the building and community areas? Are there procedures in place for enforcement?

Parking
Is off-street parking available? How many parking spots are available per unit? Is parking assigned? Is parking included in the rent or at an additional cost per month? Is parking available for visitors?

Lawn Care and Snow Removal
Do tenants have any responsibility for cutting the grass or removing snow?

Maintenance and Repairs
What procedures are in place if your rental unit needs repairs? See Landlord Entry into Apartment/House and Repairs section for further information.

Pets
Your lease may limit the number, type, and size of pets allowed. Is there an extra deposit required? Is the deposit refundable? Any agreement regarding pet ownership needs to be in writing. Keeping an unauthorized pet is in direct violation of your lease, and can result in eviction.

Noise
Are noise guidelines in writing? What procedures apply if your neighbors are noisy?

Condition of unit upon moving in
Be sure you view and sign a lease for the actual unit you are going to live in and not a model apartment. If fresh paint, new or cleaned carpet, and needed repairs are agreed upon, be sure those items are outlines in the lease or attached in writing. Unless otherwise noted, all agreed upon improvements and repairs should be completed by your move-in date.

Things That May Not Be Included
• Agreement to give up your rights or protection under Iowa Tenant Landlord Law
• Agreement to pay other person's attorney fees
• Anything that violates Iowa Fair Housing Laws

FAIR HOUSING LAWS
Under a combination of federal, state, and local laws it is unlawful to discriminate in housing based upon race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, familial status, presence or absence of dependents, disability, gender identity, or public assistance as a source of income

Contact the Iowa City Human Rights Commission at 319-356-5022 for rental discrimination concerns

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.

UNIVERSITY OF IOWA STUDENT LEGAL SERVICES
157 Iowa Memorial Union
319-335-3276