

EVICTION PROCESS

SELECT A REASON

**NON-PAYMENT OF RENT
OR
CLEAR & PRESENT
DANGER**

SERVE 3 DAY NOTICE

WAIT 3 FULL DAYS

LEASE VIOLATION

SERVE 7/7 DAY NOTICE

WAIT 7 DAYS & INSPECT
NOTIFY TENANT OF RESULTS

IF NOT "CURED" LEASE
TERMINATES DAY OF
INSPECTION

3-DAY NOTICE
TO QUIT

NON-RENEWAL OF LEASE

NOTICE OF INTENT TO TERMINATE
LEASE GIVEN BY TENANT OR
LANDLORD 30 DAYS PRIOR TO
NEXT RENT DUE DATE

WHEN 30 DAYS ARE UP EITHER THE
TENANT HAS LEFT OR HAS STAYED.
PROCEED ACCORDINGLY

3-DAY NOTICE
TO QUIT

FILE FE&D (FORCIBLE ENTRY & DETAINER) AT CLERK OF COURT-SMALL CLAIMS
FE&D MUST BE SERVED AT LEAST 3 DAYS PRIOR TO HEARING DATE
SUBMIT RETURNS TO CLERK OF COURT-SMALL CLAIMS PRIOR TO HEARING

THIS IS NOT LEGAL ADVICE AND SHOULD NOT REPLACE A LAWYER

562A.27 Noncompliance with rental agreement -- failure to pay rent

1. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a noncompliance with section 562A.17 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 seven days after receipt of the notice if the breach is not remedied in seven days, and the rental agreement shall terminate as provided in the notice subject to the provisions of this section. If the breach is remediable by repairs 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 shall 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 seven 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 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 provided in this chapter, the landlord may recover damages and obtain injunctive relief for noncompliance by the tenant with the rental agreement or section 562A.17 unless the tenant demonstrates affirmatively that the tenant has exercised due diligence and effort to remedy any noncompliance, and that the tenant's failure to remedy any noncompliance was due to circumstances beyond the tenant's control. If the tenant's noncompliance is willful, the landlord may recover reasonable attorney's fees.

4. In any action by a landlord for possession based upon nonpayment of rent, proof by the tenant of the following shall be a defense to any action or claim for possession by the landlord, and the amounts expended by the claimant in correcting the deficiencies shall be deducted from the amount claimed by the landlord as unpaid rent:

- That the landlord failed to comply either with the rental agreement or with section 562A.15; and
- That the tenant notified the landlord at least seven days prior to the due date of the tenant's rent payment of the tenant's intention to correct the condition constituting the breach referred to in paragraph "a" at the landlord's expense; and
- That the reasonable cost of correcting the condition constituting the breach is equal to or less than one month's periodic rent; and
- That the tenant in good faith caused the condition constituting the breach to be corrected prior to receipt of written notice of the landlord's intention to terminate the rental agreement for nonpayment of rent.

562A.27A Termination for creating a clear and present danger to others.

1. Notwithstanding section 562A.27 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 a single three days' written notice of termination and notice to quit, 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, 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".

562A.29A Method of notice and service of process.

Notwithstanding sections 631.4 and 648.5, the written notice of termination required by section 562A.27, subsection 1 or 2, a notice of termination and notice to quit under section 562A.27A, a notice to quit as required by section 648.3, or a petition for forcible entry and detainer pursuant to chapter 648, may be served upon the tenant in any of the following ways:

1. By personal service.
2. By sending notice by certified or restricted certified mail, as defined in section 618.15, whether or not the tenant signs a receipt for the notice.

Definition of certified and restricted certified mail, see § 618.15

Definition of "notwithstanding"----Despite; in spite of

631.4 Service-time for appearance

2. Actions for forcible entry or detention.

- a. In an action for the forcible entry or detention of real property, the clerk shall set a date, time and place for hearing, and shall cause service as provided in this subsection.
- b. Original notice shall be served personally upon each defendant as provided in rule 56.1 of the rules of civil procedure, which service shall be made at least three days prior to the date set for hearing. Upon receipt of the prescribed costs the clerk shall cause the original notice to be delivered to a peace officer or other person for service upon each defendant.
- c. If personal service cannot be made upon each defendant, as provided in rule of civil procedure 56.1, the plaintiff may elect to post, after at least two attempts to perfect service upon each defendant, one or more copies of the original notice upon the real property being detained by each defendant at least three days prior to the date set for hearing. The attempts to perfect personal service may be made on the same day. In addition to posting, the plaintiff shall also mail, by certified mail, to each defendant, at the place held out by each defendant as the place for receipt of such communications or, in the absence of such designation, at each defendant's last known place of residence, a copy of the original notice at least three days prior to the date set for hearing. Under this paragraph, service shall be deemed complete upon each defendant by the filing with the clerk of the district court of one or more affidavits indicating that a copy of the original notice was both posted and mailed to each defendant as provided in this paragraph, whether or not the defendant signs a receipt for the notice.

648.1 Grounds.

A summary remedy for forcible entry or detention of real property 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.

648.3 Notice to quit.

Before action can be brought in any except the first of the above classes, 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.

**Iowa Judicial
Branch**

Instructions for Filing a Petition for Forcible Entry and Detainer

I. Forms to Complete.

The forms you must use in Iowa Small Claims Court are available in fillable format on the Iowa Judicial Branch website under the "Court Rules and Forms" tab.

You (Plaintiff) will need the following forms to evict someone from your real estate.

A. Original Notice and Petition for Forcible Entry and Detainer (eForm 3.6).

1. At the top of the Original Notice form, fill in the name of the county where you are filing the lawsuit. You should electronically file the lawsuit in the county where the real estate is located.
2. Fill in your full name and specific address where indicated.
3. Fill in the full name of the person (defendant) you want to vacate the real estate. Fill in the specific address where defendant can be located. If there is more than one defendant, you must include the full name and current address of each defendant.
4. **Do not** fill in the "Small Claims No." blank or the telephone number blank in the disability assistance notice in the caption.
5. Fill in the address of the real estate you want defendant to vacate.
6. State briefly the reason you want defendant to vacate the real estate.
7. Electronically sign the Original Notice at the bottom of the page. Electronically file it in the county where the real estate is located.

B. Three-Day Notice. In most cases, a Three-Day Notice to Quit, or a Three-Day Notice of Non-Payment of Rent, must be served on defendant before the Action for Forcible Entry and Detainer is filed. If you did not give this notice, you should consult an attorney.

C. Verification of Account (Form 3.27). You must complete a separate Form 3.27 for each defendant. You must attach an itemized statement showing how you arrived at the amount of your claim.

For help registering and filing electronically, see the Iowa Judicial Branch website eFiling link and click on Training Documents, or go to the eFile (EDMS) Login page and click on User Guides and Training Documents.

A filing fee of \$85.00 will be collected when you electronically file. If you are filing an Action for Money Judgment, you may file it at the same time as the Forcible Entry and Detainer with the one filing fee of \$85.00. If filed later, a second \$85.00 filing fee will apply.

II. How to Serve the Original Notice.

Each defendant must be informed of your lawsuit by receiving the Original Notice before a trial is held. When you electronically file your Small Claims Petition and Original Notice, the signed Petition and Original Notice, along with a conformed Small Claims Answer and Appearance to serve on each defendant is posted in the My Filings page of your eFiling account. Defendant may be served with the Original Notice in the following manner:

- A. **Service by Sheriff.** If you choose the sheriff to serve defendant, contact the sheriff in the county where the real estate is located to determine payment arrangements. The clerk of court may deliver the Original Notice to the sheriff for service. Defendant must be served at least three days before the hearing.
- B. **Delivery to a person who lives at the real estate who is at least 18 years old.** Defendant must sign an acknowledgement of service dated at least three days before the hearing.
- C. **Posting the Original Notice on the entry door of the premises.** If you have first made two unsuccessful attempts to serve defendant, you may post the Original Notice on the entry door to the property to be vacated. You must also mail notice by regular **and** certified mail to defendant's last-known address.

III. What Happens After Filing Your Case.

- A. The clerk of court will set a hearing date no later than eight days from the filing date. If you request a later date, the clerk of court may set the hearing date up to fifteen days from the filing date.
- B. You must appear in person at the hearing, unless an attorney appears on your behalf.
- C. At the hearing, you should be prepared to produce proof of service of the Original Notice and the Three-Day Notice to Quit on defendant. You should bring a copy of any lease or rental agreement with defendant that you have.
- D. If you have witnesses, make sure they are present at the hearing.
- E. If you disagree with the court's decision or judgment after hearing, you may file a Notice of Appeal (eForm 3.26) with the appropriate filing fee. The court may require you to provide a bond to delay execution of the Judgment.

For more information see Iowa Code chapter 648, the Iowa Judicial Branch website at www.iowacourts.gov, The Iowa Bar Association website at www.iowabar.org, or the clerk of court office in your county (clerks of court cannot give legal advice).

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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, 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, § 1; 95 Acts, ch 125, §8, 9; 98 Acts, ch 1090, §71, 84

**3-DAY NOTICE OF TERMINATION AND NOTICE TO QUIT
CLEAR AND PRESENT DANGER 562A.27A**

TO: _____

You and each of you are hereby notified that, pursuant to Iowa Code 562A.27A which provides for this single notice combined form, your Rental Agreement is terminated effective three (3) days from the date of this Notice, and it is demanded that you vacate and surrender within that three (3) days the possession of the premises described as follows:

This Combined Notice of Termination and Notice to Quit is being given to you for the reason that you or persons on the premises with your consent have created circumstances, or maintained a threat, constituting 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, and includes any of the following activities. (Check all that apply and state the incident or incidents giving rise to this Notice of Termination and Notice to Quit.)

☐ Physical assault or the threat of physical assault. _____

☐ Illegal use of a firearm or other weapon, the threat to use a firearm or other weapon illegally, or possession of an illegal firearm. _____

☐ Possession of a controlled substance not obtained directly from or pursuant to a valid prescription or order by a licensed medical practitioner while acting in the course of a practitioner's professional practice, by you or a person on the premises with your consent and knowledge. _____

☐ Other (specify) _____

You will, therefore, take action and govern yourself accordingly.

THIS WRITTEN NOTICE WILL REMAIN IN FORCE UNLESS EXPRESSLY WITHDRAWN IN WRITING. YOU MAY NOT RELY ON ANY VERBAL COMMUNICATION CONCERNING IT.

Dated this _____ day of _____, 20 _____.

_____ (Landlord)

By _____ Address: _____

**NOTICE OF NONPAYMENT OF RENT,
TERMINATION OF RENTAL AGREEMENT**

TO: _____

Tenant

REGARDING: _____

Address

You, and each of you, are hereby notified in accordance with Iowa Code S648.3, S648.4, and S562.27(2) of the Uniform Residential Landlord and Tenant Act, that there has been a nonpayment of rent in the amount of \$ _____ as of the _____ day of _____, 20____, and the Landlord intends to terminate your rental agreement if the unpaid rent is not paid in full within three (3) days after receipt by you of this notice. If the unpaid rent is not paid in full within three (3) days after receipt by you of this notice, the rental agreement will terminate at the expiration of the three (3) day period and you shall vacate and surrender to the Landlord the possession of the premises now occupied by you and described above.

You should, therefore, govern yourself accordingly.

Landlord

By: _____
Attorney for Landlord

In the Iowa District Court for _____ County

Plaintiff(s)

(Name)

(Address)

(Name)

(Address)

vs.

Defendant(s)

(Name)

(Address)

(Name)

(Address)

**Original Notice and Petition
for Forcible Entry and Detainer
(Iowa Code chapter 648)**

To Defendant(s):

1. **You are notified** that Plaintiff(s) demand(s) from you possession of (state exact address of real property): _____

because (state basis of demand): _____

2. **Hearing is set for** the date, time, and court location listed on the last page of this Original Notice and Petition. The court will electronically record the hearing. If either party desires that a certified court reporter report the hearing, that party must arrange and pay for the costs of reporting. **Failure to appear at the hearing may result in judgment entered against you for possession of the property and court costs.**

Plaintiff(s): The court shall set the date of hearing to occur within **8 days** from the filing date of the Original Notice unless you check the box below:

☐ Plaintiff(s) request(s) or consent(s) to the court setting the date of hearing to occur no later than **15 days** from the filing of the Original Notice.

/s/ _____

Filing Plaintiff or Attorney

Law firm, or entity for which filing is made, if applicable

Mailing address

Telephone number

Email address

Additional email address, if applicable

/s/ _____

Second Plaintiff, if applicable

Law firm, or entity for which filing is made, if applicable

Mailing address

Telephone number

Email address

Additional email address, if applicable

Small Claims Form 3.27: Verification of Account, Identification of Judgment Debtor, and Certificate Re Military Service

In the Iowa District Court for _____ County

Plaintiff(s)

(Name)

(Name)

vs.

Defendant(s)

(Name)

(Name)

**Verification of Account,
Identification of Judgment
Debtor, and Certificate
Re Military Service**

Small Claim No. _____

For defendant: _____

This form required for each Defendant.

1. I, _____, am a party or an employee of Plaintiff(s) whose claim(s) is (are) shown in the attached statement(s). I have personal knowledge that the attached statement(s) is (are) a true copy of the original creditor's records showing the balance due is true and correct. I further state that the sum of \$_____ is the balance due and owing as of _____ from Defendant(s) to Plaintiff(s) and any interest amount owing is accurately stated in the Petition or Original Notice.

2. I further state that Defendant resides at _____, is employed at _____, and Defendant's occupation is _____.

3. Check A, B, **or** C for Defendant

- ☐ A. Defendant **is not** in the military service of the United States government, I have verified this fact by (check one):
- ☐ Checking the Defense Manpower Data Center (DMDC) (requires name and SSN or name and date of birth).
- ☐ Contacting Defendant who informed me.
- ☐ Regularly seeing Defendant and believing Defendant is are not active in the U.S. military.

Or ☐ B. I have investigated, and I am unable to determine whether or not Defendant is in the military service of the United States government.

Or ☐ C. Defendant **is** in the military service of the United States government.

4. I also state to the best of my knowledge (check one):

- ☐ Defendant **is** under a disability or confined in a reformatory, jail, or penitentiary.
- ☐ Defendant **is not** under a disability or confined in a reformatory, jail, or penitentiary.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that these facts are true and correct.

Date: _____

Signature of Affiant

Phone number

/s/ _____
Filing Plaintiff or Attorney

Email address

Law firm, or entity for which filing is made, if applicable

Additional email address, if applicable

Mailing Address