

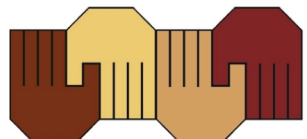
Guide
to
RENTING
in
Sioux City



SIoux
CITY

**HUMAN RIGHTS
COMMISSION**

(712) 279-6985



BEST PRACTICES

- Review the terms of your lease and KEEP A COPY.
- BEFORE you move in, document any damage to the rental unit with your landlord. (Take pictures!)
- Keep a list of important numbers (landlord, utilities, maintenance, etc.) so you know who to call in case of an emergency.
- Get receipts for EVERY transaction (security deposit, pet deposits, monthly rent payments).
- Document requests you make to your landlord, including complaints, repairs, noise complaints, yard upkeep, and discriminatory actions by other tenants.
- **Get everything in writing!**
- Pay your rent on time and make sure you get a receipt. If your landlord says he/she does not have a receipt, use one that is provided for you in this booklet, see page 19.
- Know the terms in your lease and make sure you tell your landlord if your lease is being violated.
- If your landlord is violating the lease or is failing to respond to your complaints, know your rights. A landlord must provide the basics, such as heat, running water, etc. according to Iowa law. If you are on Section 8, your case worker will not become involved unless you have first requested the maintenance in writing to your landlord.
- Know who to call if you need help.

TIPS

For Finding a Good Apartment

- Apply for Section 8 housing if you qualify for rental assistance.
- Ask friends, family or your Section 8 case worker for recommendations.
- Be realistic with your budget. Housing should only make up around 33% of your monthly income.
- Keep in mind any security deposits that your landlord requires.
- Know how much utilities will cost ahead of time. You can ask the landlord or call the utility companies to ask for average utility bills for the prior year.
- Talk to your landlord about a lease. A lease may be beneficial to both tenant and landlord if you are planning to stay for a specified period of time.
- Ask the landlord about maintenance and if someone is available for emergencies.
- Discuss the terms of your lease if you don't understand something.



OCCUPANCY STANDARDS

Municipal Code of the City of Sioux City Section 20.05.085 9(b) states:
The total number of tenants must be not more than two times the number of bedrooms, plus one person, within the dwelling unit.

Example: a two bedroom dwelling unit may have
 2×2 (number of bedrooms) = 4 + 1 (1 person) = 5 tenants.



A landlord may not set a limit on how many people can live in a unit that would be less than the standard outlined by the Municipal Code.

IT IS AGAINST THE LAW TO:

- Refuse to rent or sell housing to you.
- Tell you housing is unavailable when, in fact, it is available.
- Show you apartments or homes only in certain neighborhoods.
- Fail to design and construct housing in an accessible manner.
- Set different terms, conditions, or privileges for a dwelling.
- Provide different housing services.
- Advertise housing to preferred groups of people only.
- Refuse to provide you with information on mortgage loans, deny you a loan, or impose different terms on that loan.
- Deny you property insurance.
- Conduct property appraisals in a discriminatory manner.

RENTAL AGREEMENT

While some may prefer the security of a fixed-time agreement, the flexibility offered by week-to-week or month-to-month can appeal to others. Though it can be written or spoken, regardless of the time frame, it is best to get all agreements in writing. It should include the amount and due date of rent, to whom the rent should be paid, the time frame the agreement covers, the names of each tenant, and which utilities will be paid by the landlord or tenant and when.

It is vital that ending a rental agreement, by either the landlord or tenant, be done legally.

Important things to remember about rental agreements:

- Month-to-month agreements require the party wanting to end the agreement give a 30 day notice. Week-to-week requires a 10 day notice.
- A landlord must give at least 30 days notice before implementing a rent increase.
- Landlords cannot charge more than \$12 a day, up to \$60 a month in late fees if rent is less than \$700/month. Over \$700, landlords cannot charge more than \$20/day, up to \$100/month in late fees.
- Moving out before the term of the lease may result in the tenant being responsible for the remainder of the lease.
- If a landlord or tenant wants to break a lease sooner than 10 or 30 days because either party has not lived up to the agreement (i.e. non-payment of rent, not making necessary repairs) there are steps necessary for the ending of a lease and evictions.
- Tenants must give written notice by hand delivery, personal service, regular or certified mail or another effective way so the landlord actually receives it.

FAIR HOUSING

For Families with Children



It is illegal to refuse to rent to someone because of the presence of children in the household.

If a housing provider refuses to rent or sell to you, requires a higher security deposit, charges additional fees, limits the use of facilities, or limits families to particular floors or buildings, that could be discrimination. Housing discrimination is against the law. The only way to stop discrimination is to report it.

PROTECTED HOUSING RIGHTS

“Adults only” communities are generally not allowed. This applies to apartment complexes, mobile home parks, condos, or other residential developments. Even if a residential community has operated under “no children” rules in the past, it is now illegal to do so. The only exception is housing designated for older persons.

Families with kids may not be segregated into certain buildings or in certain areas or floors of the complex. Families can’t be restricted from upper floors because of safety concerns. The safety of the children is the parents’ responsibility and the parents determine whether the unit is suitable for their family.

Landlords cannot charge higher rent or deposit for families with children. Landlords should not charge additional fees per person, unless the landlord pays the utilities and there is a reasonable correlation between the fees and the actual costs of the utilities.

Landlords should be aware of policies and rules that could have an adverse impact on families with children. While there may be safety and liability concerns that govern rules for the use of such facilities, such as a spa or pool, rules which severely limit the participation of children in the use of property or amenities could be viewed as discriminating against families with children.

EXCEPTIONS

Housing may be exempt from the familial status law if it is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program);

OR

- Intended for, and solely occupied by persons 62 years of age or older;

OR

- Intended and operated for occupancy by persons 55 years of age or older.

Prohibitions against discrimination based on race, color, sex, national origin, creed, religion, and physical or mental disabilities still apply to any housing which falls under the above exceptions.

SIGNS OF POSSIBLE DISCRIMINATION

- Families limited to certain buildings or 1st floor.
- Occupancy is limited to one person per bedroom.
- Housing provider refuses to sell, rent or show available housing after learning you have children.
- The terms and conditions of a lease or agreement are different for families (i.e. lease terms that limit children's activities on property or charge a higher deposit).
- Statements are made that the dwelling would not be suitable for your family, children won't be safe, or neighbors don't want you there.
- Availability changes between a phone contact and in-person visit.
- Advertisements express a preference for singles or couples.

FAIR HOUSING

For Persons with Disabilities



THE FEDERAL FAIR HOUSING ACT

Prohibits discrimination in several categories, including persons with mental or physical disabilities, which may include, but is not limited to conditions such as visual, hearing or mobility impairment, HIV infection, drug addiction (except for current illegal use of or addiction to drugs), mental illness or an intellectual disability.

A person with a disability is defined as any person who has a disability that substantially limits one or more major life activities; and/or has a record of such an impairment; and/or is regarded as having such an impairment.

COMMONLY ASKED QUESTIONS & ANSWERS

What is the definition of a disability?

You must meet **one** of these three standards:

1. You must have a physical or mental impairment which substantially limits one or more major life activities. Some examples of such activities are: Caring for yourself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
2. You could have a record of having a disability. For example, you could have been diagnosed with ADHD when you were in school; then there would be a record of you having that impairment.
3. You could be regarded as being disabled even if you are not, in fact, disabled.

What is a reasonable accommodation?

Housing providers must allow reasonable accommodations requested by residents. A “reasonable accommodation” is a change, exception or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy their home.

Reasonable accommodations can include:

- Allowing a service or companion animal even if there is a “no pets” policy. (You cannot be charged a pet deposit.)
- Creating a reserved, accessible parking space closer to your unit.

What is a reasonable modification?

Housing providers must permit reasonable modifications requested by residents. It is a structural change made to the existing premises occupied or to be occupied by a person with a disability, so that they may fully use and enjoy their home. They can include structural changes to interiors and exteriors of dwellings and to the common and public use areas. The resident pays the cost of the modification. Examples include installing grab bars or ramps, lowering counter spaces, and allowing a deaf or hard of hearing tenant to install strobes. Section 504 of the Rehabilitation Act of 1973 may require landlords that receive federal funds to pay for reasonable modifications.

Can the housing provider ask for proof that I am disabled?

Under **no** circumstances can a housing provider ask about the nature or severity of your disability. Housing providers may request information about the relationship between your disability and the need for the requested accommodation or modification. They may ask questions to clarify whether an alternative accommodation would work for you.

SERVICE AND EMOTIONAL SUPPORT ANIMALS



Housing providers have an obligation to accommodate people with disabilities who, because of their disability, require trained service dogs or other types of assistance animals to perform tasks, provide emotional support, or alleviate the effects of their disabilities.



THESE ANIMALS ARE NOT PETS

Allowing a tenant to have an assistance animal falls under the reasonable accommodation protection provided by the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, as well as the Americans with Disabilities Act.

Important things to remember when requesting an animal as an accommodation for a disability are:

- Landlords may ask for the two following questions when a request for an assistance animal is made:
 1. Does the person seeking to use and have the animal have a disability?
 2. Does the person making the request have a disability-related need for an assistance animal?

- If the need for an assistance animal is not readily apparent, the housing provider may ask for documentation of the disability (not medical records) and documentation of the disability-related need for an assistance animal. *
- Breed and weight limitations may not be applied to assistance or service animals. Animals other than dogs can be assistance animals.
- Service animals are exempt from Sioux City animal licensing requirement. Sioux City Municipal Code 7.02.030 Exemptions.
- A landlord cannot require the assistance animal to have any specific training or certification.
- Additional pet deposits or pet fees are not allowed. A tenant can be charged for actual damage to the unit by the animal, other than normal wear and tear.
- Assistance animals must be kept under the control of the tenant at all times. They do not have to wear a harness, leash or collar that identifies them as an assistance animal.
- Tenants are required to conform to the rules of the complex, i.e. picking up animal waste, obeying noise and nuisance rules.
- Landlords may deny an accommodation request **only** if the accommodation would impose a major undue financial or administrative burden, or if it would fundamentally alter the nature of the housing provider's services, or if the specific animal poses a direct threat to the health and safety of others (the specific animal would have to have a history of threatening behavior.)

* If more than one assistance animal is needed, each animal would require a verification letter.

If you feel you have been denied a reasonable accommodation
for your disability, please call
the Sioux City Human Rights Commission
at (712) 279-6985.

DOMESTIC VIOLENCE AND IOWA LANDLORD/TENANT LAW



Iowa law allows landlords to evict tenants who cause a “clear and present danger” to others.

Sometimes, a victim of domestic abuse can mistakenly become a victim of this law. Here are steps a landlord or tenant can take to prevent this from happening.

The “clear and present danger” law allows a landlord to terminate a lease agreement after the service of a single three (3) days written notice when, “a tenant has created or maintained a threat constituting a clear and present danger to the health and safety of the other tenants, the landlord, the landlord’s employees or agents, or other persons within one thousand feet of the property.” IA Code Section 562A.27A).

Subsection (3) of this statute allows innocent tenants to maintain their housing in certain instances when the person who created the “clear and present danger” is someone other than the tenant, and the tenant takes at least **one** of the following measures against the individual who created the “clear and present danger”:

- a) The tenant seeks a protective order, restraining order, order to vacate the homestead, or other similar relief pursuant to Chapter 236, 598, 915 (domestic abuse, dissolution of marriage, and victims rights), which applies to the person causing the “clear and present danger”.
- b) The tenant reports the activity to law enforcement or the county attorney.
- c) The tenant writes a letter to the person causing the “clear and present danger”, telling them to stay away from the premises and warning them of the consequences (a copy of the letter must be given to a law enforcement agency whose jurisdiction includes the rental property). This exception can only be used once. If the person causing the problem creates the “clear and

present danger” a second time, the tenant must take one of the actions described in a or in b.

The tenant must provide written proof to the landlord - before the eviction is filed in court - that the tenant has taken one of the measures listed above. The tenant has to take action right away!

Scenario #1: *Emily was treated at the hospital for a severe beating by her husband. A few days later, Emily’s apartment manager notified her that the owner was beginning termination proceedings because the police had been called to her unit.*

Scenario #2: *One night, Leslie’s former partner came to her apartment and assaulted her. The landlord heard that Leslie was assaulted. A few days later the apartment manager gave her a 3-day notice of an eviction proceeding due to the police being called to her unit.*



(*the names have been changed)

Beginning July 1, 2004 landlords now must provide notice of this exemption, in the “clear and present danger” termination notice. It must state the specific activity causing the “clear and present danger” and list the steps a tenant can take to avoid the eviction (SF 2199).

The information contained in this brief was correct as of the date it was printed. As you read this information, remember that it is not a substitute for legal advice.

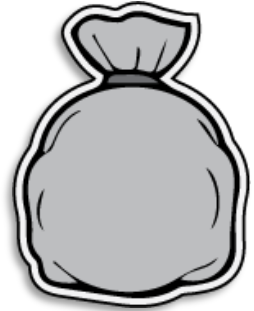
TENANT AND LANDLORD DUTIES

- **Tenants must** use and maintain the unit in a clean and safe manner. This includes all the fixtures and facilities provided to them by the landlord. Tenants must notify the landlord of any damage or necessary repairs as soon as possible.

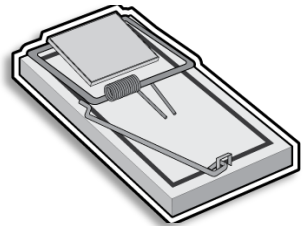


- **Tenants must not** purposely damage or destroy the unit, or let anyone else do so.

- **Tenants must** store and dispose of garbage in a sanitary manner.



- **Tenants must** exterminate cockroaches, rodents or other insects/pests that are known to spread disease within their own unit. If there is an infestation of 2 or more units, the landlord is responsible for extermination.



- **A tenant must** provide a forwarding mailing address to the landlord where the deposit can be mailed. This must be provided within 1 year of moving out, or the tenant forfeits the right to have the deposit returned.



- **Landlords must** keep the home up to housing code requirements. That includes making all necessary repairs so that the housing unit is in a fit and livable condition.
- **Landlords must** provide and maintain containers for garbage and arrange for collection.
- **Landlords must** provide necessary and essential services (hot & cold water, heating equipment to maintain all rooms to 68 degrees Fahrenheit) as well as keep common areas maintained (if there is more than 1 apartment) and maintain major appliances and wiring in safe, working order.



- **Landlords must** inform a tenant at least 24 hours before they plan to enter the rental unit and do so at a reasonable time of day. Exceptions—in cases of emergency, abandonment or a 14 day absence by the tenant.

- **All housing units must** have at least 1 smoke detector in working order on each level of the unit. A tenant can be responsible for the replacement of batteries, as needed.



- **Landlords may not** charge more than 2 months rent as a security deposit. They must keep that deposit in a special account for the duration of the rental agreement. Once the rental agreement has ended, the landlord must return all money owed to the tenant (less damages or unpaid rent) within 30 days after a tenant has moved out.
- **A landlord must** explain in detail why they are keeping any or all of the deposit.

EVICCTIONS



If the tenant breaks one of the main terms of the rental agreement, a landlord may begin the eviction process.

Except in cases that warrant a “clear and present danger” exception, the first step must be a written notice that the tenant is in violation of the rental agreement.

If the violation is non-payment of rent, the landlord must deliver a **Written Notice of Nonpayment of Rent**. The notice must state that the rent has not been paid and that the tenant has 3 days to pay the rent or the landlord plans to end the agreement.

If the eviction is for a different reason (not an emergency or unpaid rent), the landlord must give the tenant a **Written Notice of Lease Violation**. The notice will address the violation and give the tenant 7 days to comply with the terms in the rental agreement.

A **Notice to Quit** is served to the tenant, usually by the county sheriff or deputy, and informs the tenant that they have to be out of the rental unit within 3 days. The tenant does not have to move after 3 days. The Notice to Quit is just the beginning in the eviction process, until the eviction hearing can be scheduled in court.

If a tenant, or someone close to a tenant, creates a “clear and present danger” to the well-being of other tenants or the landlord, the landlord may serve a **Notice of Termination and Notice to Quit**. This notice informs the tenant that their tenancy will end in 3 days and that they must move out within that time.

A landlord must get a court order to remove a tenant. The order is called an **Action for Forcible Entry and Detainer**. This order includes the reason for the eviction, date of eviction hearing, and the signature of the landlord or their lawyer. The hearing should take place within 7 days from when the judge issues the order and a tenant must be notified at least 3 days before the hearing. A landlord cannot shut off electricity or other utilities to try to get a tenant to move out. They cannot change locks or remove the property of a tenant before the hearing.

There are defenses to evictions. Proper notice, as mentioned above, must be given to tenants. Notice must state what the law requires, be in the right order, and give enough time to address the issue(s) before another action is started. If a landlord has allowed a violation in the past, allowing a pet for example, they waive their right to seek an eviction for a tenant violating that part of the agreement. A landlord who does not use the 7-day notice correctly could also lose an eviction hearing.

There are many defenses to an eviction. The Human Rights Commission **does not** provide legal assistance in landlord/tenant cases. It is best to seek the advice of a private lawyer or Legal Aid when faced with an eviction.

Iowa Legal Aid
712-277-8686

Iowa Bar Association Attorney Referral Service
800-532-1108

IOWA'S PROTECTED CLASSES FOR HOUSING

- Color
 - Creed
 - Familial Status
 - Gender Identity
 - Mental Disability
 - National Origin
 - Physical Disability
 - Race
 - Religion
 - Retaliation
 - Sex
 - Sexual Orientation
-

SIOUX CITY HUMAN RIGHTS COMMISSION FAIR HOUSING COMPLAINT PROCESS FAQs

What can you do if you believe you have been discriminated against?

Contact our office to find out about filing a discrimination complaint. Our staff will listen to your issue and, if you have grounds to file a complaint, we will make an appointment for you to come to our office and file a formal complaint.

A complaint must be filed with the Commission within 365 days of the incident.

We are a neutral, investigatory agency and there is no charge for our services.

What happens after a complaint is filed?

A complaint is filed when a signed, written complaint is received by the Commission. The person or company against whom the complaint is filed will be notified of the complaint, and will be given an opportunity to respond.

The complaint will be assigned to an investigator, who will conduct an impartial and thorough investigation. Witnesses are interviewed and relevant records are examined. The parties are offered the opportunity to negotiate a voluntary, no-fault settlement.

After the investigation, the Commission will determine whether it appeared that discrimination occurred. If the Commission believes that discrimination did not occur, a "no probable cause" finding is issued and the case is closed.

If a "probable cause" finding is issued, the parties can have their dispute resolved in district court, or in a public hearing before an administrative law judge (ALJ).

MONTHLY RENT RECEIPT

Tenant Name _____

Landlord Name _____

Property Address _____

Date ___/___/___ Rent for month of _____

Other, (ex: garage fee) _____

Tenant (Signature) Landlord or Agent (Signature)

*Return to Tenant upon receipt of payment

TENANT REQUEST

Tenant Name _____

Property Address _____

Date ___/___/___ Mode of Contact: *Phone Oral*
Writing Email Message Other

Request Made _____

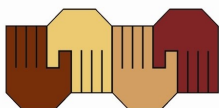
Landlord Response _____

If you believe you may have experienced housing discrimination, call us.

Our professional staff can explain your fair housing rights, conduct an investigation when appropriate, and advise you on your options.

Our services are FREE and confidential.

Landlords and Property Managers are welcome to call if you have questions.



**SIoux
CITY**

**HUMAN RIGHTS COMMISSION
(712) 279-6985**

405 6th Street Room 410 • Sioux City, IA 51102

www.sioux-city.org/human-rights

HELPFUL PHONE NUMBERS:

Iowa Legal Aid — (800) 532-1275 — 507 7th Street, Suite 402

For legal assistance regarding landlord/tenant issues. You must meet certain income guidelines.

Inspection Services Department — 224-5216 — City Hall, Rm 309

If your landlord is not keeping building up to code, you can file a complaint.

Community Action Agency — 274-1610 — 2700 Leech Avenue

For rental, utility, or energy assistance. Call for an appointment. Proof of income is required.

Housing Services (Section 8) — 279-6348 — City Hall, Rm 107

To obtain help paying your rent.

Neighborhood Services — 279-6328 — City Hall, Room 305

Security deposit assistance program, rapid rehousing program, street outreach.
(Call Coordinated Entry at 712-301-7427 for the Rapid Rehousing program.)