

Supplement and Final Exam Answer Grid—IA Uniform LL/Tenant Act + Final Exam Answer Grid

Course Fee: \$39 6 hours CE Credit

Name (PRINT) _____ E-Mail Address _____

Address _____ City _____ State _____ ZIP _____

Phone # () — — — — — I began this course on: (date) _____

(please complete course within 6 months of starting)

Course Content:

- Supplement and Final Exam Answer Grid (12 pages—**you must print these 8 pages from your printer**)
- “Answers” to the Supplement (4 pages—printing *optional*)
- Final Examination (8 pages—printing *optional*)
- Study Manual (36 pages—printing *optional*)

INSTRUCTIONS

1. You **must** print the Supplement and Final Exam Answer Grid from your computer printer. (12 pages total)
2. Read Chapter #1 of the Course Study Manual.
3. Answer the Chapter #1 Questions contained in the Supplement. Your handwriting must be legible. (Check your answers to the Supplement —see **Course Contents**, above.
4. Locate the Final Examination. Answer the Final Exam questions (usually 10 questions for each chapter of the Study Manual). This is an open-book final exam. Explore the Study Manual to discover the answers to the Final Examination. Place your answers on the Final Exam Answer Grid.
5. Repeat steps 2-4 for each Chapter of the Study Manual
6. Mail the Supplement and Final Exam Answer Grid (12 pages total) plus Course Fee of \$39 to: IA Real Estate Seminars, Box 1523, Waterloo Iowa 50704 Taking several courses? Mail all course Supplements together for grading.

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No photocopies permitted.
Your answers must be original ink
And/or pencil.

Article I—questions

1. What is (are) the purpose(s) of the Iowa Uniform Residential Landlord and Tenant Act?
 - A. To simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlord and tenant.
 - B. To encourage landlord and tenant to maintain and improve the quality of housing.
 - C. To insure that the right to the receipt of rent is inseparable from the duty to maintain the premises.
 - D. All of the above.

2. According to the Act, the aggrieved party has a duty to mitigate damages. What does “mitigate” mean?
Write your answer below:

3. The tenant is operating a wood working and cabinet shop in a property leased from the owner. The tenant has unsuccessfully complained to the landlord about the leaky roof during rain storms. During one such storm, the roof leaked over a pallet of expensive wood causing the wood to warp and to become unusable. Rather than move the wood to a dry location or cover the wood with a tarp, the tenant chose to leave the wood where it was and enter small claims court to receive damages from the landlord for his loss. What should the tenant have done to “mitigate damages”

Write your answer below:

4. What is the definition of “good faith” according to the Act?

Write your answer below:

5. Fill in the blanks:

A bargain is said to be unconscionable at law if it is such as no man in his _____ and not under _____ would make on the one hand, and as no _____ and _____ man would accept on the other.

6. Fill in the blanks: A person “notifies” or “gives” a notice or notification to another by taking steps reasonably _____ to inform the other in _____ course whether or _____ the other actually comes to know of it.

7. The tenant pays rent without objection but refuses to sign the lease. What effect does the rental agreement have?

Write your answer below:

8. The tenant pays rent without objection but refuses to sign the lease. What is the longest term that this lease is effective?

Write your answer below:

9. Name two provisions prohibited from Iowa residential rental agreements.

Write your answer below:

10. Name the penalties for including prohibited provisions in the lease?

Write your answer below:

Article II— questions

1. The landlord may receive a rental deposit from the tenant. Are there any limits on this rental de-

posit?

Write your answer below:

2. Why should rental deposits be held in a trust account and not commingled with personal funds of the landlord?

Write your answer below:

3. Who gets the interest on the security deposits held by the landlord?

- A. The landlord for five years and then the tenant.
- B. The tenant for five years and then the landlord.
- C. The landlord for five years; the Act doesn't say who gets it after five years.

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4. List three lawful ways in which the landlord may use the tenant's security deposit.

Write your answer below:

5. When must the landlord deliver a written statement to the tenant informing the tenant that their security deposit might be retained by the landlord as damages?

- A. Within 30 days of the termination of the tenancy.
- B. Within 30 days of the receipt of the tenant's mailing address or delivery instructions.
- C. Within 30 days of the termination of the tenancy and receipt of the tenant's mailing address or delivery instructions.

6. Seattle (AP)— The Ex-Lax didn't work, so Barry Lyn Stoller demanded a refund. He got one all right—for \$98,002. Now the company is searching for Stoller. He disappeared days after receiving the check, which was supposed to be for \$1.99, but was misprinted because of a mix-up involving Stoller's ZIP code. Stoller, 38, deposited the money on Sept. 20, 1993, and withdrew it eight days later, authorities said. He closed the account and moved out of his apartment without leaving a forwarding address. Police and a private investigator hired by the Switzerland-based Sandoz Corp. have been unable to find Stoller, who lived in a suburb of Auburn and worked as a dry wall installer. Stoller was charged March 3 with first-degree theft. A warrant for his arrest was issued on March 13. (end of AP story).

According to the Act, why may Stoller not get his security deposit returned from the landlord?

Write your answer below:

7. The tenant terminates his tenancy but refuses to give the landlord future mailing address or delivery instructions. After what period of time may the landlord retain the security deposit, even if the landlord suffered no loss?

Write your answer below:

8. List two (2) other phrases which mean the same as ordinary wear and tear:
Write your answer below:

9. Fill in the blanks:

Upon _____ of a landlord's interest in the dwelling unit, the landlord or an _____ of the landlord shall, within a _____ time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the _____ of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.

Upon termination of the landlord's interest in the dwelling unit, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within _____ days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a _____ envelope addressed to landlord's _____ and may be given by mail or by personal service.

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10., 11. & 12. The landlord may withhold from the rental deposit amounts reasonably necessary to restore the dwelling unit to its condition at the commencement of the tenancy, ordinary wear and tear excepted. List five examples of wear and tear below.
Write your answer below:

List below five examples of what is not wear and tear.
Write your answer below:

13. What is one of the best ways to prove damages caused by the tenant?
Write your answer below:

14. Which of the following are responsibilities of the landlord to maintain fit premises?

- A. Comply with housing and building codes.
- B. Keep the premises in a fit and habitable condition.
- C. Keep common areas safe.
- D. All of the above are landlord responsibilities.

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Article III— questions

1. through 4. (Tenant responsibilities from Article III of the Act)

Fill in the blanks:

- 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of _____ and housing codes materially affecting _____ and _____.
- 2. Keep that part of the premises that the tenant occupies and uses as _____ and _____ as the condition of the premises permit.
- 3. _____ from the tenant's dwelling unit all ashes, _____, _____, and other waste in a clean and safe manner.
- 4. Keep all _____ fixtures in the dwelling unit or used by the tenant as _____ as their condition permits.
- 5. Use in a _____ manner all electrical, _____, sanitary, _____, ventilation, air-conditioning and other facilities and appliances including elevators in the premises.
- 6. Not deliberately or negligently destroy, _____, damage, impair or _____ a part of the premises or knowingly permit a person to do so.
- 7. _____ himself or herself in a manner that will not _____ a neighbor's _____ enjoyment of the premises.

5. A rule established by the landlord may not have the purpose of evading the obligations of the landlord.

A. True B. False.

6. What length of notice must the landlord give before entering the tenant's apartment?

Write your answer below:

7. The tenant refuses to allow the landlord's real estate agent to show the premises to a prospective purchaser. Assuming the request to show the property is reasonable, what law has the tenant broken?

Write your answer below:

8. + 9. List below those persons who have right of access into the tenant's dwelling unit.
Write your answer below:

10. & 11. The tenant is conducting a business out of the dwelling unit. This business is in violation of the landlord's rules. List below examples of businesses which landlords have successfully stopped through legal actions. (list five examples)

Write your answer below:

12. In preparation for Spring Break, the tenant buys tickets for a Carniyal Cruise (*"if my friends could see me now!"*). Within what time period must the tenant notify the landlord of this anticipated extended absence?

Write your answer below:

(follow up comment: the Cruise ended abruptly as everyone got sick; the tenant uses that as an excuse for not paying rent. How should you respond? —no answer required.)

Article IV— questions

1. Explain the "7- 7 day" notice.

Write your answer below:

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2. The "7—7 day" notice could be written to give the tenant longer than 7 days to terminate the lease and move out.

A. True. B. False.

3. The landlord makes the required repair when notified by the tenant's "7-7day" notice. The same complaint arises five months later. Which is true?

A. The tenant must again give a "7-7day" notice.

B. The tenant must give a "14-30 day" notice.

C. The tenant may give a "7 day" notice and terminate the lease whether or not the landlord makes the repair.

4. The tenant serves the landlord with a "7-7 day" notice. The landlord makes the required repair within the seven day deadline. May the tenant terminate the lease under these conditions?

Write your answer below:

-
5. The tenant places a hot iron in the middle of the living room carpet. The tenant is upset about the scorch pattern ("it doesn't match the décor of my living room!") of the iron and serves the landlord with a "7-7day" notice to fix or the tenant will leave. The landlord refuses to make the repair. May the tenant terminate the lease for this reason?

Write your answer below:

-
6. According to 562A.21 (2), what other type of relief may the tenant obtain other than the "7-7 day" notice?

Write your answer below:

-
7. The current tenant will not move out. What actions against the landlord may the new tenant take?

Write your answer below:

-
8. The water heater is not working. The landlord will not repair or replace the water heater. If the tenant has given written notice to the landlord, what may the tenant do?

Write your answer below:

-
9. & 10. Fill in the blanks:

562A.25 Fire or casualty damage.

1. If the dwelling unit or premises are damaged or destroyed by _____ or casualty to an extent that enjoyment of the dwelling is substantially _____, the tenant may:
- A. Immediately _____ the premises and notify the landlord in _____ within _____ days of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of _____; or
- B. If continued occupancy is lawful, vacate a part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is _____ in proportion to the diminution in the fair rental value of the dwelling unit.
2. If the rental agreement is _____, the landlord shall return all prepaid rent and security recoverable under section 562A.12. Accounting for rent in the event of termination or apportionment

is to occur as of the date of the _____.

11. What English King made it illegal to evict a tenant without first going to court?

Write your answer below:

12. For what length of time has it been illegal to physically remove the tenant from the property without proper court action?

Write your answer below:

13. & 14. Give four (4) examples of illegal evictions (or landlord actions not permitted by the court).

Write your answer below:

15. If the tenant is in non-compliance with the rental agreement or the Act, what notice may the landlord serve on the tenant? (assume the tenant is current on the rent payments)

Write your answer below:

16. How does the "7-7 day" notice work when served by the landlord?

Write your answer below:

17. & 18. The tenant was served with a "7-7day" notice three (3) months ago. Now the tenant is again in same/similar non-compliance with the lease. What notice does the landlord use and what is its effect?

Write your answer below:

19. What notice does the landlord serve on the tenant who is delinquent in paying rent?

A. 7-7 day notice.

B. 30 day notice.

C. 3 day notice to pay or quit.

20. What defense may the tenant use for refusing to pay rent?

Write your answer below:

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21. What notice does the landlord give to the tenant who is a "clear and present danger?"

Write your answer below:

22. Who is a clear and present danger?

Write your answer below:

23. The tenant abandons the apartment before the end of the lease. Does the landlord have a duty to try and re-rent the property?

- A. No; it was the tenant's fault and the landlord has no duty to re-enter and relet the property.
- B. Yes; the landlord, as of the date the landlord has notice of the abandonment, must use reasonable efforts to relet the apartment.

24. What is the penalty for the landlord who does not try to relet an abandoned apartment?

Write your answer below:

25. The lease says: "No Pets!" The landlord knows the tenants have a puppy and has even complimented them on the cuteness and intelligence of the animal. The tenants were leaving for a night on the town and the landlord, who had nothing to do that evening, baby-sat the dog and confessed to having "a good time." Over the months, this turned into a repeat performance. Later, the landlord decided to evict the tenants for breaking the pet provision in the lease. What Iowa Code section would prohibit the landlord's eviction action based on wrongful possession of pets?

Write your answer below:

26. The tenant's month-to-month lease runs from the first day of the month until the last day of the month. If the tenant serves notice on March 15 to terminate the lease, to what date is the tenant liable to pay rent?

- A. April 15.
- B. March 31.
- C. April 30.
- D. December 31.

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27. The landlord refuses to follow Iowa law in giving the tenant at least 24 hours' notice before entering the tenant's apartment. The landlord's unannounced visit proved to be irritating and embarrassing to

the tenant. What penalties might the landlord receive for his behavior?

- A. Judgment for sexual harassment.
- B. Termination of lease by the tenant.
- C. Damages of at least one month's rent.
- D. Damages for reasonable attorney's fees.
- E. Injunctive relief to the tenant.
- F. One or more of the above.

Article V— questions.

1. The tenant complains to the landlord and the health department about the condition of the apartment. Numerous violations of the electrical and plumbing code are cited by the city inspector. After receiving notice requiring repairs from the city, the landlord unreasonably raises the tenant's rent and decreases services to the tenant, hoping the tenant will either move or withdraw the complaint. Assuming the condition was not caused by the tenant, what is the action of the landlord called.

Write your answer below:

2. How can the landlord defend himself against allegations of retaliatory conduct?
 - A. The landlord could show the rent was reasonably increased before receiving the tenant's complaint.
 - B. The landlord could show the rent increase was justified by the landlord's cost of operating the property.
 - C. The landlord could show that more than one year has past since the complaint was received.
 - D. The condition was caused by the tenant.
 - E. Any of the above.

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Please take a moment to rate this program.

What I liked about this course:

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Course Strengths:

What I disliked about this course: (other than, "*Too much writing!*")

Course Weaknesses:

Answer Sheet

Iowa Uniform Landlord/Tenant Act

Instructions:

- #1 Locate the Final Examination. It is just before the Study Manual.
- #2 Answer the questions to the final examination. Read the Study Manual to help you answer the Final Examination questions.
- #3 Mark your answers to the Final Examination on the Answer Grid below.

You must score 48 questions correct (80%) to pass.

Some questions may have less than four possible answers.

The Final Exam questions may have changed since the last printing of this course.

	A	B	C	D		A	B	C	D		A	B	C	D		A	B	C	D
1.	0	0	0	0	16.	0	0	0	0	31.	0	0	0	0	46.	0	0	0	0
2.	0	0	0	0	17.	0	0	0	0	32.	0	0	0	0	47.	0	0	0	0
3.	0	0	0	0	18.	0	0	0	0	33.	0	0	0	0	48.	0	0	0	0
4.	0	0	0	0	19.	0	0	0	0	34.	0	0	0	0	49.	0	0	0	0
5.	0	0	0	0	20.	0	0	0	0	35.	0	0	0	0	50.	0	0	0	0
6.	0	0	0	0	21.	0	0	0	0	36.	0	0	0	0	51.	0	0	0	0
7.	0	0	0	0	22.	0	0	0	0	37.	0	0	0	0	52.	0	0	0	0
8.	0	0	0	0	23.	0	0	0	0	38.	0	0	0	0	53.	0	0	0	0
9.	0	0	0	0	24.	0	0	0	0	39.	0	0	0	0	54.	0	0	0	0
10.	0	0	0	0	25.	0	0	0	0	40.	0	0	0	0	55.	0	0	0	0
11.	0	0	0	0	26.	0	0	0	0	41.	0	0	0	0	56.	0	0	0	0
12.	0	0	0	0	27.	0	0	0	0	42.	0	0	0	0	57.	0	0	0	0
13.	0	0	0	0	28.	0	0	0	0	43.	0	0	0	0	58.	0	0	0	0
14.	0	0	0	0	29.	0	0	0	0	44.	0	0	0	0	59.	0	0	0	0
15.	0	0	0	0	30.	0	0	0	0	45.	0	0	0	0	60.	0	0	0	0

Before beginning,
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Last page of 12 pages

No photocopies permitted.
Your answers must be original ink
And/or pencil.

Acknowledgment: I have completed this course and final examination by myself and am solely responsible for all answers found on this Supplement and Final Exam answer grid. If I received help completing this course, I participated in every detail of its completion.

(Signature and phone number)

Return this Supplement and Final Exam answer grid plus Course Fee of \$39 to:

Iowa Real Estate Seminars
Box 1523, Waterloo, Iowa 50704

Are you completing more than one course? Help us by returning all completed courses together for grading and continuing education certificates. Certificates will be sent to you by First Class Mail. Thank You!

Answers to questions found in the Supplement

The Iowa Uniform Residential Landlord and Tenant Act

Article I-- answers

1. D.
2. Mitigate means to lessen, ease or reduce.
3. Move or cover the wood.
4. "Good faith" means honesty in fact in the conduct of the transaction concerned.
5. A bargain is said to be unconscionable at law if it is such as no man in his senses and not under delusion would make on the one hand, and as no honest and fair man would accept on the other.
6. A person "notifies" or "gives" a notice or notification to another by taking steps reasonably calculated to inform the other in ordinary course whether or not the other actually comes to know of it.
7. It has the same effect as if it had been signed.
8. One (1) year.
9. Any two (2) of the following will work:
 - a) foregoing remedies or rights available through the Act.
 - b) forcing someone to sign a confession of judgment.
 - c) requiring one to pay the other's attorney fees.
 - d) exculpatory clauses.
10. a) actual damages, and b) not more than three (3) months' rent, and
c) reasonable attorney's fees.

Some students print this
page to help check their
answers to the Supplement

Article II-- answers

1. The landlord may not receive or demand more than two months' rent.
2. If the money is commingled in the landlord's personal account, this money could be lost to the landlord's creditor should there be a judgment against the landlord.
3. C.
4. A. non-payment of rent
B. restoration of property to original condition except for ordinary wear and tear.
C. acquiring possession from a tenant acting in bad faith.
5. C.
6. Probably because he moved out of his apartment without leaving a forwarding address.
7. one (1) year.
8. Ordinary wear and tear has also been called: (any two of the following will do)
Depreciation by use, wear, and tear
Natural wear and tear
Normal wear and tear
Ordinary wear and tear
Reasonable wear and tear
Usual wear and tear
9.
Upon termination of a landlord's interest in the dwelling unit, the landlord or an agent of the landlord shall, within a reasonable time, transfer the rental deposit, or any remainder after any lawful deductions to the landlord's successor in interest and notify the tenant of the transfer and of the transferee's name and address or return the deposit, or any remainder after any lawful deductions to the tenant.

Upon termination of the landlord's interest in the dwelling unit, the landlord's successor in interest shall have all the rights and obligations of the landlord with respect to the rental deposits, except that if the tenant does not object to the stated amount within twenty days after written notice to the tenant of the amount of rental deposit being transferred or assumed, the obligations of the landlord's successor to return the deposit shall be limited to the amount contained in the notice. The notice shall contain a stamped envelope addressed to landlord's successor and may be given by mail or by personal service.

10., 11. & 12.

Examples of Wear and Tear (any five will do)

well-worn keys
depressurized fire extinguisher with an unbroken seal
loose/inoperable faucet handle
rusty refrigerator shelf
loose grout around ceramic tile
carpet seam unraveling
threadbare carpet in hallway
rusty shower curtain rod
window cracked by settling or by high wind
sun-damaged drapes.

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Not wear and tear (any five will do)

missing keys
key broken off inside lock
depressurized fire extinguisher with broken seal but not used to put out fire
burn in plastic countertop
sink discolored by clothing dye
missing faucet handle
missing refrigerator shelf
carpet burns
gouge in wooden floor
tear in linoleum
broken toilet tank lid
hole in door
missing door
hole in ceiling
crayon marks on wall
missing light fixture globe
burned out or missing lightbulb
window cracked by movers
torn shade
drapery rod with missing parts
missing/bent/torn window screen.

13. Require the tenant to list all damage to the property before moving in. This list will be compared to the damage list when vacating the property. In comparing the move-in list to the move-out list, the landlord may be able to determine damages.

14. D.

Article III-- answers

1. through 4.

The tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

2. Keep that part of the premises that the tenant occupies and uses as clean and safe as the condition of the premises permit.

3. Dispose from the tenant's dwelling unit all ashes, rubbish, garbage, and other waste in a clean and safe manner.

4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.

5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises.

6. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the premises or knowingly permit a person to do so.

7. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.

5. A. True

6. At least 24 hours' notice and enter only at reasonable times.

7. 562A.19 (1).

8. + 9.

Landlord, purchasers, mortgagee (banker), tenants, workmen, contractors.

10. & 11. (any five of the following)

Artist's studio, child care, clinical psychologist, day care, dressmaking shop, club, intermittent contact with patients, medical practice, nursery school, professional consultation, astrological consultation, prostitution.

12. Not later than the first day of the extended absence.

Some students print this page to help check their answers to the Supplement

Article IV-- answers

1. When the landlord is in violation of the lease, the tenant may give the landlord seven days to remedy the violation or the tenant's lease is over in not less than seven days.

2. A. True

3. C.

4. No.

5. No. The damage was done by the tenant.

6. Damages and injunctive relief.

7. Terminate the new tenant's lease, demand performance and/or recover damages.

8. A) make the repair and deduct the cost from the rent, B) recover damages C) get a refund of some of the rent already paid.

9 & 10.

562A.25 Fire or casualty damage.

1. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling is substantially impaired, the tenant may:

a. Immediately vacate the premises and notify the landlord in writing within fourteen days of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

b. If continued occupancy is lawful, vacate a part of the dwelling unit rendered unusable by the fire or casualty, in which case the tenant's liability for rent is reduced in proportion to the diminution in the fair rental value of the dwelling unit.

2. If the rental agreement is terminated, the landlord shall return all prepaid rent and security recoverable under section 562A.12. Accounting for rent in the event of termination or apportionment is to occur as of the date of the casualty.

11. Richard II

12. Approximately 700 years.

13. & 14.

Such illegal ousters may consist of the following: (any four of the following will be sufficient).

- ✓ changing locks on doors and windows without notification to the tenant.
- ✓ removing the doors and windows during inclement weather.
- ✓ demolishing the housing unit without legal permission to end the tenancy.
- ✓ pad-locking the door.
- ✓ physically removing the tenant from the property.
- ✓ burning the property.

15. "7-7 day" notice.

16. The tenant has 7 days to comply or the lease ends in at least 7 days.

17. & 18. "7 day" notice; because it was the same violation of the lease within six (6) months, the lease ends within at least 7 days whether or not the tenant comes within compliance with the lease.

19. C.

20. The landlord failed to maintain the premises and the tenant placed the landlord on notice.

21. A single three days' written notice.

22. A tenant or visitor who assaults others, threatens to assault others, illegally possesses a weapon or has illegal activities regarding controlled substances.

23. B.

24. The lease is terminated as of the date the landlord has notice of the abandonment.

25. 562A.30

26. C. April 30.

27. F.

Article V-- answers

1. Retaliatory conduct.

2. E.

Some students print this
page to help check their
answers to the Supplement

Final Examination—Iowa Uniform Residential Landlord and Tenant Act

Instructions: When finished, transfer your answers to the Answer Grid on the last page of the Supplement. Do NOT return this examination booklet. Only return the Supplement.

1. A benefit of having a *Uniform landlord and tenant* law is that by becoming familiar with the laws in one state, the agent may be able to function more professionally in another state.
A. True. B. False.
2. A purpose of the Iowa Uniform Residential Landlord and Tenant Act is to simplify, clarify, modernize and revise the law governing the rental of dwelling units and the rights and obligations of landlords and tenants.
A. True. B. False.
3. Until the passage of the Uniform Residential Landlord and Tenant Act, it was said that tenants had only one right: the right to pay rent.
A. True. B. False.
4. What does “mitigate” mean?
A. Lessen.
B. Ease.
C. Reduce.
D. All of the above are meanings of “mitigate.”
5. Which case listed below caused courts and law making bodies to take a careful look at housing conditions in the landlording industry?
A. Hilgendorf vs. Hauge.
B. Ferguson vs. Bovee.
C. Mease vs. Fox.
D. Marvin vs. Marvin.
6. The central air conditioning in the tenant’s apartment is on the blink. The tenant opens the refrigerator door to help chill the apartment. Has the tenant “mitigated” the damages?
A. Yes. B. No; the tenant should notify the landlord.
7. A purpose of the Iowa Uniform Residential Landlord and Tenant Act is to insure that the right to the receipt of rent is inseparable from the duty to maintain the premises.
A. True. B. False.
8. Two lawyers rent a farm from a retired farmer. The lease is for a long period of time and for an amount far below fair market rent. What word describes the action of the lawyers?
A. Honest. B. Unconscionable. C. Shrewd. D. Frugal.
9. It is illegal to include which of the following clauses in an Iowa residential lease?
A. Sub-lease clause. B. Alienation or due-on-sale clause. C. Exculpatory clause. D. Re-direct clause.
10. The landlord accepts rent without objection but will not sign the five year lease. What is the longest period of time that this lease will be enforceable?
A. 2 years. B. 4 years. C. 1 year. D. 10 years.

11. Security deposits should be kept in an account separate from the landlord's personal funds; this protects the deposits from the landlord's creditors who may levy on the personal funds of the landlord.
- A. True. B. False.
12. The tenant moves out. When must the landlord send a letter to the tenant stating the reasons for keeping the security deposit for unpaid damages. (indicate the most complete answer)
- A. Within thirty days of receiving the tenant's termination and social security number.
B. Within thirty days of the tenant's deposition and small claims action.
C. Within thirty days of receiving the tenant's termination and mailing address (or delivery instructions.)
D. Within sixty days of the tenant absconding from the jurisdiction.
13. Which of the following are(is a) penalties (penalty) for willfully including an illegal provision in an Iowa residential lease?
- A. Actual damages.
B. Not more than three months' periodic rent.
C. Reasonable attorney's fees.
D. All of the above.
14. The rent is \$750 per month. The rent is 10 days past the due date. What is the maximum amount of late fee the landlord may collect?(562A.9 3A)
- A. \$60. B. \$70. C. \$85 D. \$100
15. The rent is \$699 per month. The rent is 10 days past the due date. What is the maximum amount of late fee the landlord may collect? (562A.9 3A)
- A. \$60. B. \$70. C. \$85 D. \$100
16. According to the Iowa Uniform Residential Landlord and Tenant Act, who receives the interest on the security deposit?
- A. The Iowa Title Guarantee division.
B. The landlord.
C. It escheats to the State.
D. The Civil Rights Commission.
17. The landlord demands a security deposit from the prospective tenant. What is the maximum legal amount that the landlord may receive?
- A. Two month's rent. B. One month's rent. C. One month's rent plus pet deposit.
18. The tenant relocates due to job transfer. In packing her belongings, she removes a picture from the living room wall which has been hanging in the same place for five (5) years. The paint under the picture frame is the original shade compared to the faded paint on the surrounding walls. The landlord will not be able to recover a painting fee because this is an example of:
- A. Normal wear and tear. B. Ordinary wear and tear. C. Usual wear and tear. D. All of the preceding.
19. Which of the following is normal wear and tear?
- A. Rusty shower curtain rod.
B. Hole in the door.
C. Missing shower curtain rod.

- D. Missing living room carpeting.
20. What is one of the best ways to prove damages caused by the tenant?
- A. Ask the tenant's friends what they think in this matter.
 - B. Make inquiries of the tenant's lawyer.
 - C. Compare the move-in sheet with the move-out sheet.
21. The tenant terminates his tenancy but refuses to give the landlord future mailing address or delivery instructions. The landlord recovers the rental in perfect condition! After what period of time may the landlord retain the security deposit, even if the landlord suffered no loss?
- A. 2 years. B. 1 year. C. 7 years. D. 3 years.
22. Which of the following is normal wear and tear?
- A. Gouge in wooden floor.
 - B. Missing light bulb.
 - C. Sink discolored by clothing dye.
 - D. Loose grout around ceramic tile.
23. Which of the following is normal wear and tear?
- A. Key broken off inside lock.
 - B. Burn in plastic counter top.
 - C. Broken toilet tank lid.
 - D. Sun-damaged drapes.
24. The tenant needs to keep that part of the premises that the tenant occupies and uses as clean and safe as the condition permits. Is this true according to your study manual?
- A. Yes. B. No.
25. What is meant by: "a rule established by the landlord may not have the purpose of evading the obligations of the landlord."?
- A. A landlord can not make rules to reduce her responsibilities under the lease.
 - B. A landlord cannot make rules to reduce his obligations under the lease.
 - C. Both of the above are correct.
 - D. None of the above is correct.
26. The tenant, according to this course, should conduct himself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
- A. Generally true but not according to this course.
 - B. Somewhat true but only in another country.
 - C. This is not taught anywhere in this course.
 - D. Yes.
27. The landlord wishes to enter the tenant's apartment. Which answer below is the most correct answer according to the Iowa Uniform Residential Landlord and Tenant Act?
- A. The landlord may always enter the tenant's apartment while the tenant is at work.
 - B. In cases of an emergency, the landlord may enter the apartment immediately.
 - C. The landlord can enter at any time because the landlord owns the property.
28. The landlord wishes to inspect the tenant's apartment. What length of notice must the landlord give?

(respond to the most complete answer that is correct.)

- A. 24 hours.
- B. 24 hours and only at reasonable times.
- C. At least 24 hour's notice and only at reasonable times.
- D. 24 hours during the evening or 12 hours before sundown.

29. The tenant is operating a business from the rental apartment with the landlord's permission. A business patron purchases Mary Kay Cosmetics from the tenant, leaves the apartment, catches their shoe on a frayed piece of carpet in the hallway and tumbles down the stairs. The pneumatic door closer has malfunctioned and has smashed the patrons fingers when trying to stand up. Who will probably be responsible for the patron's injury?

- A. The landlord and the tenant.
- B. The maker of the carpet.
- C. Mary Kay Cosmetics.
- D. The inventor of the malfunctioning door closer.

30. The agent is having difficulties persuading the tenant to allow her to view the property. The agent says the law allows prospective tenants to see the inside of the property. The tenant says that, since he has paid rent, he cannot be forced to allow strangers into the property. Who is correct according to this course?

- A. The tenant.
- B. The agent.

31. Which persons listed below have legal access to the tenant's rental?

- A. Workmen and contractors.
- B. The banker and future tenants.
- C. The landlord and purchasers.
- D. All of the above have access.

32. The property is zoned commercial. The tenant is operating a day care business and has numerous children come to the rental every day. The landlord mandates that the tenant stop this business immediately; the tenant refuses claiming he has the right to operate a business under the commercial zoning. Who is correct according to the Iowa Uniform Residential Landlord and Tenant Act?

- A. The tenant; the property is zoned commercial.
- B. The tenant; day care is a valid business to help raise the children of working parents.
- C. The landlord; according to 562A.20, the landlord must agree to the business; the tenant can only use the property for a dwelling and uses incidental to dwelling.
- D. The tenant always has liberty to use the property for business purposes.

33. The tenant receives free tickets to the Australian Open. What might a careful landlord include in the lease?

- A. The lease may require the tenant to notify the landlord of their trip within 5 days after departure.
- B. The lease may require the tenant to notify the landlord of their trip within 15 days after departure.
- C. The lease may require the tenant to notify the landlord of their trip 1 day after departure.
- D. The lease may require the tenant to notify the landlord of their trip no later than the first day of their absence.

34. The landlord is in serious violation of the lease. What notice may the tenant give the landlord to bring him within the provisions of the lease?

A. 30 day notice. B. 14-30 day notice. C. 7-7 day notice. D. 3 day notice.

35. What actions may a future tenant take against the landlord if the present tenant will not move out?

- A. Terminate the lease.
- B. Demand performance under the rental agreement.
- C. Recover damages.
- D. Any of the above actions can be taken by the future tenant in this situation.

36. Which of the following is the landlord normally required to supply?

- A. Water. B. Reasonable amounts of hot water. C. Reasonable heat. D. All of the preceding.

37. The winter has been bitterly cold. To reduce heating bills, the tenant stripped off the oak woodwork, doors and wood paneling and used them for fuel in a wood burning stove to warm the house. Later, the tenant became dissatisfied with the appearance of the rental home and served the landlord with a "7-7 day" notice to restore the property to its condition at the inception of the lease. Is this a valid use of that notice?

- A. Absolutely; that's what it was designed for.
- B. No. The tenant cannot use this notice for damages caused by the tenant.
- C. In some cases, yes.
- D. Sometimes *yes* and sometimes *no*; the rest of the time *maybe*.

38. The furnace is not working. The landlord refuses to repair or replace this appliance. If the tenant has given notice to the landlord, what may the tenant do?

- A. Make the repair and deduct the cost from the rent.
- B. Recover damages.
- C. Get a refund of some of the rent already paid.
- D. All of the above.

39. The landlord performs a "lock-out" of a tenant who refuses to pay rent. The locks were changed; the landlord did not receive permission from the court for his actions. For what period of time has this type of non-judicial eviction been illegal?

- A. It isn't illegal; landlords do this all the time consequently it must be okay. There are landlords who also pull out the electric meter which causes all kinds of inconvenience for the tenant who doesn't pay rent. Tenants should expect this type of thing if they are not going to pay the rent!
- B. 5 years. C. 3.25 years. D. Approximately 700 years and during the reign of Richard II.

40. In the 7-7 day notice, what does the first "7" stand for?

- A. The landlord has 7 days to comply with the lease.
- B. The landlord must record the lease within 7 days.
- C. The landlord must sign the lease within 13 days.
- D. The landlord must sign up for homestead within 7 days.

41. In the 7-7 day notice, what does the second "7" stand for?

- A. The landlord must record the lease within 7 days.
- B. The landlord must sign up for homestead within 7 days.
- C. The tenant may cancel the lease in as little as 7 days if the landlord does not comply with the lease or 562A.

42. The landlord makes the required repair when notified by the tenant's 7-7 day notice. The same complaint arises five months later. Which is true?

- A. The tenant must again give a 7-7 day notice.
 - B. The tenant must give a 14-30 day notice.
 - C. The tenant may give a single 7 day notice and terminate the lease whether or not the landlord makes the repair.
43. The tenant serves the landlord with a 7-7 day notice. The landlord makes the required repair within the seven day deadline. The tenant may terminate the lease in this situation.
- A. True. B. False.
44. In the early 1800's, a landlord disassembled a log home causing it to be uninhabitable. The landlord's actions were without the permission of the court and motivated by the tenant's unwillingness to pay rent in a timely fashion. Which person/group listed below made it illegal to perform an ouster of the tenant without first going to court?
- A. Mick Jagger. B. The Beatles. C. Richard II. D. Robert the Bruce.
45. The tenant is current on his rent but is in substantial non-compliance with his lease. What notice will the landlord likely serve the tenant?
- A. 30 day notice. B. 14-30 day notice. C. 7-7 day notice. D. 3 day notice.
46. If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that enjoyment of the dwelling is substantially impaired, the tenant may immediately vacate the premises and notify the landlord in writing within fourteen days of the tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating.
- A. True B. False.
47. In the 7-7 day notice served by the landlord, what does the first "7" stand for?
- A. The tenant has 7 days to comply with the lease.
 - B. The tenant must record the lease within 7 days.
 - C. The tenant must sign up for homestead within 7 days.
48. May this course be used as a substitute for competent legal advice?
- A. No. B. No. C. No. D. No.
49. The tenant complies with the lease when notified by the landlord's 7-7 day notice. The same complaint arises five months later. Which is true?
- A. The landlord must again give a 7-7 day notice.
 - B. The landlord must give a 14-30 day notice.
 - C. The landlord may give a 7 day notice and terminate the lease whether or not the tenant complies with the lease.
50. When should the landlord serve a three (3) day notice to pay or quit?
- A. When the tenant has not paid the rent.
 - B. Never.
 - C. When the tenant has pets; possession of pets is contrary to the lease.
51. What is a "clear and present danger" tenant?
- A. A tenant who assaults others or threatens to assault others.
 - B. A tenant who wrongfully possesses a weapon.

- C. A tenant who engages in illegal activities with a controlled substance.
- D. All of the above.

52. According to 562A.27A (2.), activities within what distance of the landlord's property may be considered when evicting a clear and present danger tenant?

- A. 1000 feet. B. One (1) mile. C. Only the surrounding immediate neighborhood. D. Two (2) miles.

53. What type of notice should the landlord serve to start eviction proceedings against a "clear and present danger" tenant?

- A. 7-7 day notice.
- B. A single three days' written notice.
- C. 14-30 days notice.

54. Iowa Code 562A.27A only pertains to a tenant of the landlord who is a clear and present danger; it never applies to a guest of the tenant.

- A. True. B. False.

55. The tenant, for no reason of the landlord, abandons the rental before the end of the lease. Which of the following is most correct?

- A. The landlord has no duty to re-enter and re-let the property.
- B. The landlord, as of the date the landlord has notice of the abandonment, must use reasonable efforts to re-let the apartment.
- C. If the landlord does not use reasonable efforts to re-let the apartment, the lease is terminated as of the date of the abandonment.
- D. Both "B" and "C" above.

56. The tenants are violating the rules of the lease; the landlord allows them to do this. If these two circumstances remain the same over a long period of time, what may happen if the landlord decides to evict the tenants for their lease violations?

- A. The landlord's behavior may waive his right to enforce the lease or evict the tenants.
- B. It is business as normal; the landlord can enforce the original terms of the lease at any time.

57. The tenant's month-to-month lease runs from the first day of the month until the last day of the month. If the tenant serves notice to terminate the lease on October 15, to what date is the tenant responsible to pay rent?

- A. November 15. B. October 30. C. November 30. D. December 15.

58. The landlord refuses to give at least 24 hours' notice before entering the tenant's apartment. Instead, he knocks on the door and when no one answers, claims he smells smoke and enters the tenant's apartment ("I smell smoke; this constitutes an emergency; an emergency allows me to enter the apartment immediately without giving notice!"). Assuming the smoke was from a casual smoker and the landlord had used this excuse on numerous other occasions, which of the following is probably true?

- A. The landlord could be sued for sexual harassment or lease termination and actual damages.
- B. The landlord could be served with an injunction to prevent future same behavior.
- C. According to 562A.35, the landlord could be responsible for one month's rent plus reasonable attorney's fees.
- D. All of the above are probably true.

59. Regarding Retaliator Evictions, the landlord raises the rent *before* the tenant complains about the con-

dition of the apartment. The action of the landlord in raising the rent is legal.

A. True. B. False.

60. The landlord raises the rent after the tenant makes a valid complaint about the property. According to 562A.36, what defense can the landlord use against retaliatory conduct?

A. The tenant was not likeable.

B. The rent increase is commensurate with the increase in costs and charges of owning, maintaining or operating the property.

C. The tenant is a former commandant of a slave labor camp and missed the last boat to Brazil and took up undercover as a tenant in the landlord's apartment complex.

D. The tenant wears Sears Weather Beater Make-up installed with a crop duster.

Transfer your answers to the last page of the Supplement. Only return the Supplement. Do Not return this final examination booklet.