

# More than a Band-Aid on a Bullet Wound: The Need for Eviction Expungement in Iowa

Spencer N. Clark\*

*ABSTRACT: The United States is in the midst of a worsening affordable housing crisis. Poverty levels and the average price of rent are on the rise across the nation, and specifically in Iowa, which is contributing to an increase in housing instability. There are many approaches to fixing the issue of housing instability, but one stands out as a simple and seamless incorporation into Iowa’s current legal system: eviction expungement. Evictions in Iowa now leave a permanent mark on a tenant’s record, whether the tenant wins or loses their case. This lifelong record makes it much more difficult for tenants to find future housing, especially for low-income tenants who can afford only select accommodations. Because affordable housing is becoming scarcer, an eviction on a tenant’s record will result in lifelong housing challenges. This punishment is not only severe, but it is wholly inconsistent with the purpose of long-term punishments: dissuading future offending. Many circumstances that result in lawful eviction are beyond the tenant’s control. In those circumstances, the law subjects the tenant, an “innocent offender,” to a similar method of punishment as is used for violent criminals. By incorporating eviction expungement—specifically, Minnesota’s process of mandatory expungements—all Iowan renters, and especially low-income renters, would be relieved from the lifelong punishment currently imposed upon them.*

INTRODUCTION .....	1746
I. BACKGROUND .....	1748
A. PUNISHMENT AND PREVALENCE: HOMELESSNESS POST-CITY OF GRANTS PASS AND COVID-19.....	1748

---

\* J.D. Candidate, The University of Iowa College of Law, 2026; B.A., Anthropology and English, Grinnell College, 2023. I am forever indebted to my friends, my professors, and my family for their endless support—not just in this Note, but in all endeavors. In particular, I would like to thank my peers on the *Iowa Law Review*, my mentors at Iowa Legal Aid, and my father, Nate Clark. It is through you all that I have seen justice and because of you all that I hope to pursue it.

1. <i>City of Grants Pass v. Johnson</i> and Criminalized Homelessness.....	1748
2. COVID-19’s Impact on Homelessness.....	1751
B. IOWA’S EVICTION PROCESS.....	1753
1. Pre-Eviction Notices.....	1753
2. Service.....	1756
C. PUBLIC RECORDKEEPING AND CONTINUED PUNISHMENT.....	1757
II. ANALYSIS.....	1758
A. THE INNOCENT OFFENDER.....	1759
B. MALICIOUS “VICTIMS”.....	1760
C. PERMANENT HARM MISPLACED.....	1763
D. IOWA-SPECIFIC HARM.....	1766
III. LOOKING FORWARD BY LOOKING NORTH.....	1769
A. MINNESOTA’S GOLD STANDARD.....	1769
1. Base-Level Expungements.....	1770
2. Requiring Motion.....	1771
B. ADOPTING MINIMUM EXPUNGEMENT: A LEGAL ABSOLUTE GOOD.....	1772
1. Solutions for Iowa’s System.....	1772
2. Resisting Red Tape.....	1774
C. IOWA’S ATTEMPT: NOT-SO-BETTER LATE THAN NEVER.....	1775
CONCLUSION.....	1777

## INTRODUCTION

When I worked with Iowa Legal Aid, we would say that success in an eviction case<sup>1</sup> is like a Band-Aid on a bullet wound. Although a tenant can prevail over an eviction, that solves only the most immediate issue of where the tenant is going to sleep that night. Unfortunately for the tenant (but entirely within the rights of the landlord), another eviction notice may be given immediately upon returning from the courthouse, now without the issues Iowa Legal Aid alerted the landlord to during the hearing.<sup>2</sup> Despite this “bleeding”—the

---

1. This Note uses the more commonly known term of “eviction” to refer to what Iowa law calls “forcible entry and detainer.” See generally IOWA CODE § 648 (2025) (outlining forcible entry and detainer in Iowa). Despite the different names, they are the same—forcible entry and detainers are what allow a landlord to remove someone who is no longer a tenant from the rental property. See *id.* § 648.1 (detailing the grounds for a forcible entry and detainer, including, but not limited to, “[w]here the lessee holds over after the termination of the lease,” “[w]here the lessee holds contrary to the terms of the lease,” and “[f]or the nonpayment of rent, when due”).

2. If the case is dismissed for procedural reasons and no stipulated agreement is reached, a landlord may be able to begin the service process again immediately after dismissal—sometimes

continued cycle of eviction and temporary relief—an even greater issue exists in the background: the tenant’s permanently tarnished record.

When a tenant leaves the housing in conflict,<sup>3</sup> they face the cumulative impact of all the evictions they have gone through.<sup>4</sup> In Iowa, evictions are kept as publicly accessible civil records, and those records never go away.<sup>5</sup> Even in a world of readily available and affordable housing, an eviction on a tenant’s record could make securing housing more difficult.<sup>6</sup> Today, during a severe shortage of affordable housing, an eviction on a tenant’s record may make finding stable housing impossible.

If all evictions were purely the tenant’s fault, a system of unbudging punishment may be justified. However, many tenants facing eviction are innocent offenders who were forced to violate their lease by unforeseen circumstances or are punished despite winning their case. The reason behind a tenant’s eviction can range from entirely unanticipated financial instability to a purely vindictive landlord bringing a frivolous suit.<sup>7</sup> No matter the eviction’s merits, and no matter the action’s outcome, the result is the same across the board in Iowa: lifelong stigmatization like a criminal.

This Note argues that, amidst a worsening housing shortage, Iowa should adopt a process of eviction expungement for the housing security of its citizens. Part I contextualizes housing instability across the nation and across Iowa, explains Iowa’s current eviction process, and explores the logic behind

even at the courthouse. *See infra* Section I.B.1 (explaining what issues may inspire an eviction); *infra* Section I.B.2 (detailing the service for evictions in Iowa).

3. The assumption that a tenant will leave comes from both patterns of renting and Iowa law allowing a landlord to stop renting to a tenant with enough advance notice. *See How Long Does a Tenant Stay?*, TENANT PLANET, <https://www.tenantplanet.com/blog/how-long-does-a-tenant-stay> [<https://perma.cc/E99L-26HB>] (explaining that a tenant generally stays in a given rental unit around three years); *infra* Section I.B.1 (discussing notices of termination of lease—a method landlords may use to stop renting to a tenant when their lease naturally expires).

4. The “cumulative impact” refers to how the record of an eviction impacts housing stability. Because the impact of publicly accessible eviction records comes when housing is no longer guaranteed, evictions are felt all at once when a tenant leaves the housing in conflict. *See infra* Section II.C (detailing the specific impacts of evictions on tenants).

5. *See Reasons Landlords Might Deny Your Rental Application*, IOWA LEGAL AID (July 30, 2025), <https://iowalegalaid.org/resource/reasons-landlords-might-deny-your-rental-application> [<https://perma.cc/MWM9-SDEB>] (“There is no Iowa law that allows for the expungement of civil case records, including evictions.”).

6. *See Expungement of Non-Criminal Cases*, IOWA LEGAL AID (July 7, 2022), <https://web.archive.org/web/20250623010433/https://www.iowalegalaid.org/resource/expungement-of-non-criminal-cases> [<https://perma.cc/6UQ3-9M63>] (“Sometimes a new landlord might hesitate to rent to you if you have a ‘negative’ or ‘bad’ rental history. Landlords sometimes look at Iowa Courts records of prospective tenants.”); *see also* AM. C.L. UNION OF IOWA, RACE AND GENDER DISCRIMINATION IN HOUSING 1 (2023) [hereinafter ACLU OF IOWA], [https://www.aclu-ia.org/app/uploads/2023/01/jan\\_2023\\_housing\\_1.pdf](https://www.aclu-ia.org/app/uploads/2023/01/jan_2023_housing_1.pdf) [<https://perma.cc/95SR-W67D>] (“[The record of an eviction] raises a red flag every time a landlord . . . runs a check before renting to them.”).

7. *See infra* Sections II.A–B (detailing how a tenant may have no choice but to violate their lease due to external factors and that a landlord could abuse evictions to harm the long-term security of their tenants).

inexpungible records. Part II analyzes the disproportionate impact of lifelong eviction records, the risk of abuse in the current eviction process, and the harm permanent eviction records bring to Iowans in particular. Part III explains that not only is the implementation of eviction expungement the most just process, but it is a process that would require minimal adjustment from Iowa and can be adopted seamlessly from Minnesota.

## I. BACKGROUND

To fully understand why eviction expungement is so important now, one must have knowledge of recent events along with an understanding of Iowa's eviction and expungement procedures. Section I.A focuses on the impact that the recent Supreme Court decision in *City of Grants Pass v. Johnson*<sup>8</sup> and the COVID-19 pandemic had on homelessness<sup>9</sup> and housing. Section I.B looks at Iowa's law itself, outlining how and why a tenant may experience eviction. Finally, Section I.C explores expungement and why public records exist.

### A. PUNISHMENT AND PREVALENCE: HOMELESSNESS POST-CITY OF GRANTS PASS AND COVID-19

Two recent events make the topic of easing punishment for eviction particularly relevant: (1) the Supreme Court's ruling in *City of Grants Pass v. Johnson* and, more broadly, (2) the COVID-19 pandemic. Because Iowa has already begun taking measures post-*City of Grants Pass*, and the country is still dealing with the aftermath of the pandemic, both issues illustrate the growing concern for the financially vulnerable and the homeless.

#### 1. *City of Grants Pass v. Johnson* and Criminalized Homelessness

In *City of Grants Pass*, the Supreme Court held that laws criminalizing sleeping in public are not "cruel and unusual" and do not violate the Eighth Amendment.<sup>10</sup> Because such provisions have been deemed constitutional by the Supreme Court, there is no question about whether homeless people can face criminal charges for sleeping in public spaces.<sup>11</sup>

---

8. *City of Grants Pass v. Johnson*, 144 S. Ct. 2202, 2202 (2024).

9. This Note refers to individuals as "homeless" because that is the language used in *City of Grants Pass*. See *id.* at 2208. Despite the Court's use of this language, there is a movement to replace "homeless" with the term "unhoused" that deserves recognition. See Amanda Abrams, *Is It OK to Use the Word 'Homeless'—or Should You Say 'Unhoused'?*, GUARDIAN (Dec. 6, 2023, 3:44 PM), <https://www.theguardian.com/us-news/2023/jul/20/homeless-unhoused-houseless-term-history> [<https://perma.cc/XMM5-35XS>] (noting the history of two terms and why there is a movement to change—individuals may still have a "home" without a house); Nicholas Slayton, *Time to Retire the Word 'Homeless' and Opt for 'Houseless' or 'Unhoused' Instead?*, ARCHITECTURAL DIG. (May 21, 2021), <https://www.architecturaldigest.com/story/homeless-unhoused> [<https://perma.cc/XDW4-GPYV>] (detailing different governmental organizations and their respective uses of various phrases including "homeless," "without housing," and "unhoused").

10. See *City of Grants Pass*, 144 S. Ct. at 2222–25.

11. See *id.* at 2215–26.

The plaintiffs, representing homeless individuals, brought the action in response to three laws of Grants Pass, Oregon.<sup>12</sup> The laws “prohibit[ed] sleeping ‘on public sidewalks, streets, or alleyways,’ . . . ‘[c]amping on public property,’” and “‘[c]amping’ and ‘[o]vernight parking’ in the city’s parks.”<sup>13</sup> The plaintiffs argued that these laws, in tandem, criminalized the status of being “involuntarily homeless”—the law did not punish a particular act, but it made existing as a homeless person (because everyone has to sleep) a crime.<sup>14</sup> The plaintiffs pointed to previous cases, specifically *Robinson v. California*, to argue that criminalization of a status violates the Eighth Amendment.<sup>15</sup> However, the majority rejected this argument, instead defining “cruel” and “unusual” in their historical contexts.<sup>16</sup> The majority ruled that punishing the action of sleeping in public spaces does not equate to criminalizing the status of being “involuntarily homeless.”<sup>17</sup> The majority explained that it is in the best interest of the country and Court to leave the complex decisions of dealing with homelessness to legislatures.<sup>18</sup>

This ruling affirms that cities across the country can implement laws to punish those sleeping in parks, on sidewalks, or in other “public spaces”—an

---

12. See *id.* at 2213–14.

13. *Id.* at 2213 (alterations in original).

14. *Id.* at 2220–23; see also *id.* at 2229–32 (Sotomayor, J., dissenting) (explaining that there are numerous reasons one may experience homelessness, not have access to adequate shelter, and subsequently have no choice but sleep in public). The notion of criminalizing sleep—even sleeping in public—was not absolute. Instead, the laws being challenged made sleeping for extended periods of time a crime. See *id.* at 2213. A nap on a train may not be an arrestable offense, but setting up a tent along a sidewalk and sleeping there overnight would be. See *id.* at 2220–23.

15. The case of *Robinson v. California* involved a criminal conviction for being addicted to narcotics. See generally *Robinson v. California*, 370 U.S. 660 (1962). Taking narcotics, the Court reasoned, could be criminalized, but punishing the status of being addicted to narcotics with jail time would be cruel and unusual. See *id.* at 666–68. *Robinson* was used as precedent in *City of Grants Pass* because of the *Robinson* Court’s refusal to punish the status of an addict, much like the proposed status of being involuntarily homeless. See *City of Grants Pass*, 144 S. Ct. at 2218–25 (citing *Robinson*, 370 U.S. at 660–68).

16. See *City of Grants Pass*, 144 S. Ct. at 2215–16.

17. The majority first looked toward the language of the laws to affirm that an act—rather than a status—is being punished, and that act may be done by anyone no matter their housing situation. See *id.* at 2218 (“[I]t makes no difference whether the charged defendant is homeless, a backpacker . . . or a student . . . because laws like this do not criminalize mere status, *Robinson* is not implicated.” (citations omitted)). Second, the majority noted the Court’s historical disinclination to extend the Eighth Amendment. See *id.* at 2220–21 (“Not only did *Powell* decline to extend *Robinson* to ‘involuntary’ acts, it stressed the dangers that would likely attend any attempt to do so.”). The Court concluded with the difficulty and complexities faced when defining what it means to be “involuntarily” homeless. See *id.* at 2225 (“Those unavoidable questions have plunged courts and cities across the Ninth Circuit into waves of litigation. . . . [W]ithout anything in the Eighth Amendment to guide them, any answers federal judges can offer (and have offered) come . . . only by way ‘fiat.’”).

18. See *id.* at 2226.

act that is difficult to avoid for those who are homeless.<sup>19</sup> The effects of the Supreme Court's ruling do not concern only the homeless, however, as they pertain to those at greater risk for homelessness as well.<sup>20</sup> The majority noted that "[h]omelessness is complex. Its causes are many."<sup>21</sup> Certainly, one of the causes for this complexity is the financial vulnerability of low-income renters, which the dissent recognized: "[e]very '\$100 increase in median rental price' is 'associated with about a 9 percent increase in the estimated homelessness rate.'"<sup>22</sup> The dissent noted the inextricable link between homelessness and rental difficulties, adding that some people may be "one unexpected medical bill away from being unable to pay rent."<sup>23</sup> With such intimate ties between the financial vulnerability of renters and the risk of homelessness, the criminalization of public sleeping must be considered when discussing renters' rights.

The impact of *City of Grants Pass* can already be seen in Iowa—the Supreme Court inspired Iowa to quickly change its own laws.<sup>24</sup> These changes came in the forms of increasing fines for those sleeping in public spaces, as well as permitting law enforcement to give homeless individuals less time to gather their belongings when leaving a public space.<sup>25</sup> Regardless of whether the majority's opinion is "correct" or not, the effects of *City of Grants Pass* are already tangible.<sup>26</sup>

---

19. The dissent explains that those who are homeless may have no other choice but to sleep outside. *See id.* at 2230–31 (Sotomayor, J., dissenting). The dissent additionally clarifies that "camping," as defined by the laws in Grants Pass, would extend to sleeping in a car. *See id.* at 570 ("Grants Pass . . . effectively make[s] it unlawful to sleep anywhere in public, including in your car, at any time, with as little as a blanket or a rolled-up shirt as a pillow . . . The Ordinances also prohibit camping in . . . the '[o]vernight parking' of any vehicle." (second alteration in original)).

20. Many low-income renters may be one unforeseen expense away from being unable to afford housing—as such, decisions made regarding homelessness should exist in the periphery of low-income renters. *Infra* Section II.A.

21. *City of Grants Pass*, 144 S. Ct. at 2226.

22. *Id.* at 2229 (Sotomayor, J., dissenting) (quoting U.S. GOV'T ACCOUNTABILITY OFF., GAO-20-433, HOMELESSNESS: BETTER HUD OVERSIGHT OF DATA COLLECTION COULD IMPROVE ESTIMATES OF HOMELESS POPULATION 30 (2020)).

23. *Id.*

24. *See* Virginia Barreda, 'A Heartless Disgrace': Des Moines Passes Homeless Camping Ban Amid Public Uproar, DES MOINES REG. (Sept. 18, 2024, 1:32 PM), <https://www.desmoinesregister.com/story/news/local/des-moines/2024/09/16/des-moines-passes-homeless-camping-ban-amid-public-uproar/75249608007> (on file with the *Iowa Law Review*); Todd Magel, *Controversy Erupts over Des Moines' New Public Camping Ordinance*, KCCI 8 DES MOINES (Sept. 17, 2024, 7:03 PM), <https://www.kcci.com/article/des-moines-passes-homeless-ordinance-public-camping-ban-sleeping-in-public/62247152> [<https://perma.cc/U6L5-QFVP>].

25. *See* Here First, *Wednesday, August 21st, 2024*, IOWA PUB. RADIO, at 0:27 (Aug. 21, 2024, 6:30 AM), <https://www.iowapublicradio.org/podcast/here-first/2024-08-21/wednesday-august-21st-2024> [<https://perma.cc/gNZB-KHSU>]; Barreda, *supra* note 24; Magel, *supra* note 24.

26. *See* Here First, *supra* note 25, at 0:27; *see also* Agenda47: *Ending the Nightmare of the Homeless, Drug Addicts, and Dangerously Deranged*, DONALD J. TRUMP: AGENDA47 (Apr. 18, 2023), <https://www.donaldjtrump.com/agenda47/agenda47-ending-the-nightmare-of-the-homeless-drug-addicts-and-dangerously-deranged> [<https://perma.cc/PHH7-ST8L>] (explaining President Donald Trump's plan to tackle homelessness on a national-scale by "open[ing] large parcels of inexpensive land

## 2. COVID-19's Impact on Homelessness

Prior to COVID-19, the United States was facing an enormous shortage of affordable housing.<sup>27</sup> In 2019, the National Low Income Housing Coalition reported that Iowa had only forty-four affordable and available living spaces per one hundred extremely low-income renters.<sup>28</sup> “Extremely low-income renters” refers to those at or below the poverty line or making thirty percent of the area median income—whichever is higher.<sup>29</sup> Additionally, in 2019, sixty-three percent of low-income Iowans had a “severe housing cost burden,”<sup>30</sup> meaning over half of their income went toward housing costs alone.<sup>31</sup> The shortage of affordable housing was not confined solely to Iowa, as there was a reported shortage of seven million rental homes for extremely low-income renters nationally.<sup>32</sup> Unsurprisingly, a global pandemic only worsened housing prospects.

During the COVID-19 pandemic, unemployment jumped to 14.7 percent as the United States lost 20.6 million jobs.<sup>33</sup> This spike in unemployment strained housing security and, as a result, it likely exacerbated the spread of COVID-19.<sup>34</sup> To mitigate the effect of lost jobs and wages, Congress began by passing two Coronavirus Aid, Relief, and Economic Security Acts (“CARES Act”) and the Consolidated Appropriations Act of 2021 in March and December of 2020, respectively.<sup>35</sup> After that, President Joe Biden signed a COVID-19

. . . and creat[ing] tent cities where the homeless can be relocated and their problems identified” and “get[ting] the homeless off our streets”); Olympia Sonnier & Ben Kamisar, *Trump Says He'll Ban Homeless Camping, Create “Tent Cities,”* NBC NEWS: MEET THE PRESS BLOG (Apr. 19, 2023, 1:50 PM), <https://www.nbcnews.com/meet-the-press/meetthepressblog/trump-says-ban-homeless-camping-create-tent-cities-rcna80480> [https://perma.cc/JA8W-HKFP] (discussing President Donald Trump’s plan to tackle homelessness).

27. See ANDREW AURAND, DAN EMMANUEL, ELLEN ERRICO, DINA PINSKY & DIANE YENTEL, NAT’L LOW INCOME HOUS. COAL., *THE GAP: A SHORTAGE OF AFFORDABLE HOMES* 1, 7 fig.7 (2019) [hereinafter 2019 GAP REPORT], [https://nlihc.org/sites/default/files/gap/Gap-Report\\_2019.pdf](https://nlihc.org/sites/default/files/gap/Gap-Report_2019.pdf) [https://perma.cc/8APG-E8SX].

28. See *id.* at 7 fig.7.

29. See *id.* at 1.

30. See *id.* at 1, 20 app. A.

31. See *id.* at 5.

32. See *id.* at 16.

33. Stephanie Soucheray, *US Job Losses Due to COVID-19 Highest Since Great Depression*, CTR. FOR INFECTIOUS DISEASE RSCH. & POL’Y (May 8, 2020), <https://www.cidrap.umn.edu/covid-19/us-job-losses-due-covid-19-highest-great-depression> [https://perma.cc/GW7U-4KZK].

34. See, e.g., Emily A. Benfer et al., *Eviction, Health Inequity, and the Spread of COVID-19: Housing Policy as a Primary Pandemic Mitigation Strategy*, 98 J. URB. HEALTH 1, 1–3 (2021) (explaining that communal living as a result of homelessness—such as “couch surfing”—may have exacerbated the spread of COVID-19); see also Kelly J. Kelleher, *Housing: The “Vaccine” Every Child Needs*, NATIONWIDE CHILD.’S: 700 CHILD.’S—A BLOG BY PEDIATRIC EXPERTS (Feb. 17, 2025), <https://www.nationwidechildrens.org/family-resources-education/700childrens/2017/06/housing-the-vaccine-every-child-needs> [https://perma.cc/XH8D-NMNZ] (noting the importance of stable housing to stable health).

35. See Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116–136, 134 Stat. 281; Consolidated Appropriations Act of 2021, Pub. L. No. 116–260, 134 Stat. 1182.

relief bill providing 1.9 trillion dollars in aid.<sup>36</sup> Relief did not stop there, as the U.S. Department of the Treasury created the Emergency Rental Assistance program (“ERA”).<sup>37</sup> The ERA provided over forty-six billion dollars in rental assistance across the United States during the pandemic.<sup>38</sup> Despite trillions of dollars dedicated over several years, the problems of lost wages and unstable housing were not solved, nor were long-term solutions provided.

Even after those national-scale efforts to curb the financial impacts of the pandemic, the outlook for extremely low-income Iowans is *worsening* today. Iowa had only forty-four affordable and available living spaces per one hundred extremely low-income renters in 2019,<sup>39</sup> and that number has dropped significantly to thirty-eight spaces per one hundred renters in 2025.<sup>40</sup> In 2019, sixty-three percent of extremely low-income Iowans were spending more than half of their income on housing.<sup>41</sup> Since then, that figure has grown to sixty-eight percent—equating to nearly 65,000 Iowans.<sup>42</sup> Nationally, the shortage of seven million affordable rental homes in 2019 increased to 7.1 million in 2025.<sup>43</sup> There is no question that the housing crisis is becoming more dire, and Iowa is certainly on trend—there are fewer affordable and available rental homes,

---

36. See *President Biden Announces American Rescue Plan*, WHITE HOUSE (Jan. 20, 2021), <https://web.archive.org/web/20240204025958/https://www.whitehouse.gov/briefing-room/legislation/2021/01/20/president-biden-announces-american-rescue-plan> [<https://perma.cc/3VHJ-EJ4B>].

37. See *Emergency Rental Assistance Program*, U.S. DEP’T TREASURY, <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program> [<https://perma.cc/W9SD-P3QN>].

38. *Id.*

39. See 2019 GAP REPORT, *supra* note 27, at 7 fig.7.

40. See RAQUEL HARATI, DAN EMMANUEL, KATIE RENZI & ANDREW AURAND, NAT’L LOW INCOME HOUS. COAL., *THE GAP: A SHORTAGE OF AFFORDABLE HOMES* 20 fig.11 (2025) [hereinafter 2025 GAP REPORT], [https://nlihc.org/sites/default/files/gap/2025/gap-report\\_2025\\_english.pdf](https://nlihc.org/sites/default/files/gap/2025/gap-report_2025_english.pdf) [<https://perma.cc/R56C-BG2T>]. This figure is particularly shocking when compared to 2024—in 2024, there were forty-two affordable and available spaces. AURAND ET AL., *THE GAP: A SHORTAGE OF AFFORDABLE HOMES* 19 fig.12 (2024), [https://nlihc.org/sites/default/files/gap/2024/Gap-Report\\_2024.pdf](https://nlihc.org/sites/default/files/gap/2024/Gap-Report_2024.pdf) [<https://perma.cc/FL2T-W4L8>]. Not only is 2025’s data a shocking downturn from the previous year, but it is directly comparable to data from 2021—the middle of the COVID-19 pandemic. In 2021, there were thirty-seven available and affordable rental homes per one hundred renters—the lowest number since The Gap’s first publication in 2019 and only year (other than 2025) with a number below forty affordable and available homes per one hundred low-income renters. See ANDREW AURAND, DAN EMMANUEL, DANIEL THREET, IKRA RAFI & DIANE YENDEL, NAT’L LOW INCOME HOUS. COAL., *THE GAP: A SHORTAGE OF AFFORDABLE HOMES* 9 fig.7 (2021), [https://nlihc.org/sites/default/files/gap/Gap-Report\\_2021.pdf](https://nlihc.org/sites/default/files/gap/Gap-Report_2021.pdf) [<https://perma.cc/4RYM-HSZC>].

41. See 2019 GAP REPORT, *supra* note 27, at 5, 20 app. A.

42. The figure of 65,000 Iowans comes from the report that sixty-eight percent of the 94,997 extremely low-income households in Iowa have a severe housing cost burden, equating more precisely to 64,598 households. See 2025 GAP REPORT, *supra* note 40, at 32 app. A; see also *No State Has an Adequate Supply of Affordable Rental Housing for the Lowest-Income Renters*, NAT’L LOW INCOME HOUS. COAL., <https://nlihc.org/gap#summary-table> [<https://perma.cc/B5MU-ZEAW>] (explaining that the shortage of affordable rental units is an issue across the country).

43. See 2019 GAP REPORT, *supra* note 27, at 16; 2025 GAP REPORT, *supra* note 40, at 27.

more extremely low-income Iowans, and a larger percentage of Iowans are spending the majority of their income on what housing they *can* find.

Despite the worsening statistics, the Supreme Court expressed confidence in the ability of the American people to address homelessness.<sup>44</sup> The Court noted that laws, though not unconstitutional, can still be changed through those we elect.<sup>45</sup> However, before a law can be changed, it must be understood.

### B. IOWA'S EVICTON PROCESS

Iowa's eviction process is filled with specificities and a considerable amount of math, which—in my experience working with evictions—leads landlords to make a lot of mistakes. However, these mistakes were only apparent because my colleagues at Iowa Legal Aid and I were trained to catch them. The average tenant is not. To understand how convoluted the eviction process can be for a tenant, it must be explained. The process can largely be broken into two categories: (1) pre-eviction notices; and (2) service.<sup>46</sup>

#### 1. Pre-Eviction Notices

Before an eviction is brought to the courtroom, there must be a reason for it. Those reasons could be for nonpayment of rent (“nonpayment”), clear and present danger (“CPD”), notices to cure, notices with no right to cure, and termination of lease.<sup>47</sup> Over those five issues, three notice categories emerge: three-day, seven-day, and thirty-day notices.<sup>48</sup>

Three-day notices come about for nonpayment and CPD.<sup>49</sup> Nonpayment is brought against a tenant who has failed to pay the amount of rent stipulated under their lease.<sup>50</sup> Pursuant to a notice to cure or quit, if the tenant is able to pay their rent within three days of the notice's service, the notice is effectively

---

44. See *City of Grants Pass v. Johnson*, 144 S. Ct. 2202, 2226 (2024) (“Through [the American people's] voluntary associations and charities, their elected representatives and appointed officials, their police officers and mental health professionals, they display that same energy and skill today in their efforts to address the complexities of the homelessness challenge facing the most vulnerable among us.”).

45. See *id.*

46. A third category exists in an eviction case: the proper filing and service of the original notice and petition for forcible entry and detainer. See, e.g., IOWA R. CIV. P. 1.302. Although defenses to an eviction can be raised regarding this document, original notices and petitions deal less with evictions and more with general procedure under Iowa law. See, e.g., IOWA R. CIV. P. 1.234 (explaining that all parties to an action must be properly joined—in an eviction case, if not all members of the lease were joined, the case is often continued); IOWA CODE § 648 (2025) (governing what else may need to be included for evictions specifically). This aspect of an eviction has been omitted due to the general nature of original notices and petitions across Iowa law.

47. See IOWA CODE §§ 562A.27–.27A.

48. See *id.*

49. See *id.*

50. If, for example, the lease states that the tenant must pay eight hundred dollars each month to rent a property and the tenant pays any amount less than eight hundred dollars, the tenant has violated their lease as they have not paid the full amount stipulated. See *id.* § 562A.27.

rescinded, and no eviction action will be brought.<sup>51</sup> CPD is given to a tenant who is “[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.”<sup>52</sup> This notice is instigated by the behavior of the tenant or one of their guests, and such behavior includes physical assault, threats of physical assault, illegal use or threats of use of a weapon or firearm, as well as possession of an unprescribed controlled substance.<sup>53</sup> These examples are not an exhaustive list, and the law empowers a landlord and their agents to make their own decisions for their own safety.<sup>54</sup> As nonpayment and CPD may impact the business of a rental property and the security of those involved, Iowa has taken an additional step to ensure the safety of the landlord’s business: the three-day notices *also* demand the tenant vacate. The three-day window provides an opportunity to contest the claims of CPD or, in the case of nonpayment, pay the rent owed.<sup>55</sup> This automatic demand of leaving the property is unique to nonpayment and CPD. The following notices do not have that same demand—they require an additional procedure (a “notice to quit”) to demand the tenant leave.<sup>56</sup>

Seven-day notices arise for less egregious issues. The two forms of seven-day notices are “to cure” and “with no right to cure.”<sup>57</sup> The first—“to cure”—is brought when the tenant has engaged in some action that is in violation of their lease.<sup>58</sup> The “curing” aspect of the notice allows for the tenant to correct this violation—if the landlord or their agents deem that the tenant was able to do so within seven days, then the lease continues.<sup>59</sup> One example of a violation that would call for a seven-day notice to cure is a particularly messy apartment

---

51. See *id.* § 562A.27(2).

52. See *id.* § 562A.27A(1).

53. *Id.* § 562A.27A(2).

54. The code’s language notes that offenses warranting CPD are not limited to the examples listed. See *id.* (explaining that the reasons CPD may be brought “include [], but [are] not limited to, any of the following activities of the tenant or of any person on the premises with the consent of the tenant”).

55. See *id.* § 562A.27A (explaining the CPD contesting process and providing actions that must be taken accordingly); *id.* § 562A.27 (“[I]f the rent is not paid within that period of time, the landlord may terminate the rental agreement.”); *id.* § 648.3 (“[A] landlord who has given a tenant three days’ notice to pay rent and has terminated the tenancy . . . may commence the action without giving a three-day notice to quit.”). Iowa takes the economic security of landlords seriously and demonstrates this by only providing a tenant with three days to cure. Iowa’s timeline is tied for the shortest in the country. See Ann O’Connell, *State Laws on Termination for Nonpayment of Rent*, NOLO (Apr. 11, 2024), <https://www.nolo.com/legal-encyclopedia/state-laws-on-termination-for-nonpayment-of-rent.html> [<https://perma.cc/CJX7-QNGC>].

56. See IOWA CODE § 648.3.

57. See *id.* § 562A.27.

58. See *id.* (noting “material noncompliance by the tenant with the rental agreement” as well as tenants “materially affecting health and safety”); see also *id.* § 648.1(3) (explaining that a ground for eviction is “[w]here the lessee holds contrary to the terms of the lease”).

59. See *id.* § 562A.27.

that a landlord fears may attract pests if not cleaned.<sup>60</sup> If the tenant is able to adequately clean the apartment, thereby fixing the problem, there will be no eviction. These notices are not always centered around the condition of one's apartment and may, instead, relate to the behavior of the tenant.<sup>61</sup> For example, if a tenant hosts late-night parties that draw noise complaints, a landlord may give notice to cure conditioned on them stopping—or “curing”—that offensive conduct.<sup>62</sup> Notices with no right to cure arise when a previously cured issue reoccurs within six months of the original offense.<sup>63</sup> Should that late-night partier insist on hosting another midnight gathering merely a month after the original notice, the landlord is not required to give them a third chance.<sup>64</sup> The seven-day notice with no right to cure is an indication that, as a result of their continued offensive behavior, the tenant has seven days before their lease is terminated.<sup>65</sup>

The final notice at a landlord's disposal is a thirty-day notice of termination of lease (“thirty-day”). This notice is typically given to those in month-to-month tenancies but can apply to any tenant, with Iowa Code stating, “[t]he landlord or the tenant may terminate a tenancy having a term longer than month-to-month by a written notice given to the other at least thirty days prior to the end of the first or subsequent term of the tenancy specified in the notice.”<sup>66</sup> That notice informs the tenant that their rental agreement will end (be “terminated”) thirty days from the next pay period.<sup>67</sup> There are no explicit requirements that must be met for a thirty-day notice—the law does not obligate a landlord to continue renting to a tenant for an additional term so long as the landlord follows the rules as prescribed under Iowa Code.<sup>68</sup>

60. See *id.* § 562A.17(2)–.17(3).

61. See *id.* § 562A.17(7).

62. See *id.* (“Act in a manner that will not disturb a neighbor’s peaceful enjoyment of the premises.”); see also *Evictions 101*, IOWA LEGAL AID (Sept. 27, 2022), <https://web.archive.org/web/20250212180346/https://www.iowalegalaid.org/resource/evictions-101> [<https://perma.cc/8NNF-MKJE>] (adding that ownership of a pet contrary to a lease prohibiting pets is also an applicable breach of lease via behavior).

63. See IOWA CODE § 562A.27(1) (noting a lease may be terminated “[i]f substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months”).

64. See *id.* (“[T]he landlord *may* terminate the rental agreement upon at least seven days’ written notice . . .” (emphasis added)). Landlords are not forced to terminate a lease following a second substantially same offense that occurs within six months of the last, the law merely allows for that more drastic measure to be taken should the landlord choose. *Id.*

65. See *id.*

66. *Id.* § 562A.34(3). Although there are exceptions for shorter rental terms, those are quite rare. See *id.* § 562A.34(1) (noting that week-to-week tenancies can be terminated by a ten-day notice); Ben Houck, *Housing Leases in the U.S. Rental Market*, U.S. BUREAU LAB. STATS. (Sept. 2022), <https://www.bls.gov/spotlight/2022/housing-leases-in-the-us-rental-market/home.htm> [<https://perma.cc/CMM4-G88F>] (select “5” from the nine tabs) (reporting that 91.9 percent of residential leases signed between January and June of 2022 were for year-long or month-long terms).

67. IOWA CODE § 562A.34(3).

68. See *id.* §§ 562A.34(3), 562A.36 (detailing that some actions do not permit termination of lease, notably actions by a landlord that are deemed retaliatory).

## 2. Service

The rules under Iowa Code dictate that a tenant in Iowa is entitled to more than just notice—they are entitled to proper service.<sup>69</sup> Service comes in three primary forms, colloquially known as “nail and mail,” “sign and serve,” and “via agent.” The three methods range in requirements and cost, but each method is intended to protect the tenant from being blindsided by legal action. Unfortunately, this protection is not absolute.

“Nail and mail” is aptly named as it requires posting notice to the front door of the residence in which the tenant resides (the “nailing”) and requires the same notice be mailed twice, once regular and once certified (the “mailing”).<sup>70</sup> The notice is then considered “served” four days after postage of the mail.<sup>71</sup> The second form, “sign and serve,” is when the landlord, their agent, or another interested party delivers notice and acquires a signature from the tenant or an agent of the tenant.<sup>72</sup> The last form, “via agent,” refers to a process server or other party without interest in the case.<sup>73</sup> No signature is required if the service is done via an agent of the court or an uninterested party.<sup>74</sup>

It seems, at first glance, that landlords are required to jump through many hoops in order to remove a tenant who is already causing issues for them and their business. To better illustrate how the “requirements” are mere formalities that may not actually protect the tenant, below is a possible scenario:

In Johnson County, a nineteen-year-old sophomore at the University of Iowa has just moved into their first apartment. As a student from a low-income family, they need a job to pay for their education, so they were hired in a position driving a “CAMBUS” for the University of Iowa. On weekdays after their shift ends—just after 1:00 AM<sup>75</sup>—they make a late dinner and go to sleep. This sophomore is quickly engrossed in classes during the day, coming back to their apartment only to eat, sleep, and get ready for work. Shortly after their second week of work begins, the sophomore gets a knock on their door—it is a process server delivering a notice to quit that informs the sophomore they have violated a seven-day notice to cure and they must leave by Friday or have a permanent eviction on their record. Unbeknownst to the sophomore, there have been complaints from the neighbors about the sophomore making too much noise late

---

69. See *id.* § 562A.29A.

70. See *id.* § 562A.29A(1)(c).

71. See *id.* § 562A.29A(2).

72. See *id.* § 562A.29A(1)(a); IOWA R. CIV. P. 1.305(1).

73. See IOWA CODE § 562A.29A(1)(b); IOWA R. CIV. P. 1.302(4).

74. See IOWA R. CIV. P. 1.305.

75. *CAMBUS Service Calendar*, PARKING & TRANSP.: UNIV. IOWA, <https://transportation.uiowa.edu/cambus/cambus-service-calendar> [<https://perma.cc/C8VD-Y483>] (noting that some fall and spring semester CAMBUS shifts end at 1:00 AM).

at night—when the sophomore was making dinner after work. Sure enough, two notices are in the sophomore’s unchecked mail and—according to the landlord—the notice the landlord posted to their door must have simply fallen off or been taken. By receiving an additional noise complaint in their second week of work, the sophomore must leave their apartment a mere two weeks after moving in.

Dozens of variations of this hypothetical can be told—one in which a mail key is lost and the sophomore cannot afford to replace it,<sup>76</sup> one in which the sophomore is told to sign a piece of paper by the landlord and they do so without fully understanding,<sup>77</sup> one in which a friend gets too rowdy and unknowingly gives the landlord grounds for CPD,<sup>78</sup> and so on. These “requirements” for a landlord are put in place because the outcome for the tenant (especially a low-income tenant) is dire—the tenant either engages in the often-expensive process of moving, finds themselves without housing, or braves the legal system for their eviction. If an eviction is brought against the tenant—which will remain on their record whether or not they avoid eviction—they may hope that expungement would provide a remedy.

### C. PUBLIC RECORDKEEPING AND CONTINUED PUNISHMENT

Iowa has an expungement process that applies to certain offenses.<sup>79</sup> Expungement in Iowa is a legal procedure that allows offenders to remove a single criminal offense from their public record,<sup>80</sup> but it does not apply to all legal actions, such as evictions.<sup>81</sup> For this to matter, the question must be asked: Why keep records at all? One purpose of maintaining records is that it

---

76. This distinction is relevant because, unlike the hypothetical in which the sophomore was merely forgetful, a lost mail key may entirely prevent the tenant from accessing their only method of receiving notice if the posted notice falls off or is taken.

77. See generally IOWA R. CIV. P. 1.305(1) (suggesting that unknowledgeable signing is not necessarily prevented in the law, only signing by those who are “incompetent” or those who are underage; because of this, a competent and of-age tenant may sign to indicate notice without fully understanding the circumstances they find themselves in).

78. See IOWA CODE § 562A.27A(2) (adding that CPD can be brought about by the activities “of any person on the premises with the consent of the tenant”).

79. See generally *id.* ch. 901C (outlining Iowa’s current definition and use of expungement).

80. *Id.* § 907.1 (explaining that expungement “means the court’s criminal record with reference to a deferred judgment or any other criminal record that has been segregated in a secure area or database which is exempted from public access”); *id.* § 901C.3(3) (“A person shall be granted an expungement of a [misdemeanor conviction] record under this section one time in the person’s lifetime.”).

81. See *id.* ch. 901C (providing for expungement of misdemeanor convictions, non-guilty verdicts, and criminal-charge dismissals); see also Jason Clayworth, *Iowa’s ‘Scarlet E’ — Evictions that Never Go Away*, AXIOS DES MOINES (Dec. 1, 2022), <https://www.axios.com/local/des-moines/2022/12/01/iowas-scarlet-e-evictions-court-records-expunge> [<https://perma.cc/GMM4-PD7L>] (explaining that eviction is initiated through notices which are publicly accessible and that there is currently no process to expunge or seal those notices from public record).

allows the state to keep a closer eye on dangerous individuals.<sup>82</sup> It is for this reason that heinous crimes, such as domestic abuse assault, dependent elder abuse, animal cruelty, sex crimes, and other intentional acts of violence are inexpungable<sup>83</sup>—the public, along with law enforcement, has an interest in knowing who violent criminals are.<sup>84</sup> However, keeping one’s criminal record goes beyond the purpose of mere monitoring, as having public records allows for continual punishment.

By keeping public criminal records, the state is able to “signal to the public the persistent shame that comes with violating the criminal law”<sup>85</sup> “and heighten[] the stigma of conviction in a way that would amplify the imposed punishment and make future offending less likely.”<sup>86</sup> Having publicly accessible records allows for the broader community to continue punishment through more social methods.<sup>87</sup> Such treatment ideally prevents the criminal, now in the spotlight, from committing those crimes again.<sup>88</sup> Regarding violent offenders, the goal of public shaming to a degree that they are entirely disinclined to reoffend may be worth pursuing. However, the purpose of keeping records and applying continuous punishment relies on two primary assumptions: the original crime was (1) the fault of the offender; and (2) the public interest outweighs that of the individual criminal.

## II. ANALYSIS

To justify a record being publicly accessible, the value of the record to the public should outweigh the offender’s interest in anonymity.<sup>89</sup> It follows, then, that inexpungible records must be so valuable to the public that the interests of the offender can be entirely discounted. Although this may be true of violent crimes or other heinous acts, evictions exist far from that realm of the law. Section II.A explains how evictions may not be the fault of the tenant, but are instead due to unforeseen circumstances; Section II.B reveals that a landlord’s mistake or abuse of the system still impacts a tenant for life; Section

---

82. See Brian M. Murray, *Retributive Expungement*, 169 U. PA. L. REV. 665, 678–79 (2021).

83. See, e.g., IOWA CODE § 901C.3 (noting that offenses such as assault, stalking, and sex offenses are among those that are inexpungible).

84. See *Globe Newspaper Co. v. Superior Ct.*, 457 U.S. 596, 609 (1982) (enforcing that the press and the public having access to criminal trials is an important state interest); *United States v. Hickey*, 767 F.2d 705, 708 (10th Cir. 1985) (acknowledging that “the integrity of the law enforcement and judicial processes” is preserved when public records can be accessed).

85. Murray, *supra* note 82, at 678–79.

86. Alessandro Corda, *More Justice and Less Harm: Reinventing Access to Criminal History Records*, 60 HOW. L.J. 1, 11 (2016).

87. See Brian M. Murray, *Are Collateral Consequences Deserved?*, 95 NOTRE DAME L. REV. 1031, 1031–34 (2020).

88. See Murray, *supra* note 82, at 678–80; see also Murray, *supra* note 87, at 1034–35 (explaining that there may be instances in which “collateral damages” are justified means of punishment).

89. See, e.g., Murray, *supra* note 82, at 678–79.

II.C discusses the gravity of harm a tenant faces as a result of their eviction; and Section II.D focuses on how Iowans are particularly susceptible to harm.

A. *THE INNOCENT OFFENDER*

Evictions are generally cut-and-dry. As explained previously, an eviction comes when all chances as prescribed by the law have already been given to the tenant. When rent has not been paid, when threats have been made, when warnings have gone unheeded, or when someone no longer in a rental agreement refuses to leave, nuance is not on the front of the court's mind.<sup>90</sup> However, evictions may be *riddled* with nuance that ultimately paints a truly innocent person—a victim in their own right—as akin to a criminal, condemning them to be treated as such forever.

To illustrate the nuance of evictions, one must only look to the numerous ways rent may go unpaid, many of which do not derive from the fault of the tenant at all.<sup>91</sup> In 2024, the Federal Reserve reported that nineteen percent of renters had fallen behind on their rent in some way within the previous year.<sup>92</sup> This problem, affecting nearly one in five renters, can stem from any number of external issues, like an unexpected medical bill—at the time of *Grants Pass*, twenty-three percent of Americans had had an unexpected medical bill in the past twelve months.<sup>93</sup> Where thirty percent of Americans reported that they do not have the money on hand to cover an unexpected bill of more than four hundred dollars,<sup>94</sup> seventy-seven percent of those unexpected medical bills were five hundred dollars or more.<sup>95</sup> Unforeseen bills may arise for common reasons aside from medical issues as well, like car troubles or short-notice childcare.

Issues might also come about when money is expected by a renter but not guaranteed, like in the case of child support. In 2021, 4.1 million parents nationally received monthly cash payments for child support, the amount

---

90. See *supra* Section I.B.1 (discussing Iowa's notices for nonpayment, CPD, and seven-day); see also IOWA CODE § 562A.27 (2025) (detailing notices to terminate a rental agreement).

91. See *City of Grants Pass v. Johnson*, 144 S. Ct. 2202, 2208 (2024) (recognizing that many may experience homelessness for reasons outside of themselves, writing that “[p]eople become homeless for a variety of reasons, too, many beyond their control. Some have been affected by economic conditions, rising housing costs, or natural disasters”).

92. See BD. OF GOVERNORS OF THE FED. RSRV. SYS., ECONOMIC WELL-BEING OF U.S. HOUSEHOLDS IN 2023 3 (2024), <https://www.federalreserve.gov/publications/files/2023-report-economic-well-being-us-households-202405.pdf> [<https://perma.cc/T8GW-Z4K9>].

93. *Id.* at 30; see *City of Grants Pass*, 144 S. Ct. at 2229 (Sotomayor, J., dissenting).

94. See BD. OF GOVERNORS OF THE FED. RSRV. SYS., ECONOMIC WELL-BEING OF U.S. HOUSEHOLDS IN 2023: APPENDIXES 90 (2024), <https://www.federalreserve.gov/publications/files/2023-supplement-economic-well-being-us-households-202405.pdf> [<https://perma.cc/W387-VETR>] (reporting that ten percent of respondents would have to borrow from friends or family to cover the bill, seven percent would have to sell their belongings to have the available funds, and thirteen percent would not be able to pay at all, culminating in a total of thirty percent).

95. See *id.* at 92.

averaging around \$441.<sup>96</sup> Just because child support is consistently given or is court-ordered does not mean that there is a guarantee it will always be delivered on time (if at all). Because many Americans cannot handle an unexpected bill of \$400, it can be inferred that an unexpected absence of \$441 would similarly cause issues.<sup>97</sup> A one-time absence of required or expected funds does not exist as an isolated issue—if a tenant experiences financial struggles even once, it is likely not going to be the last time: “Low-income tenants are trapped in a cycle of poverty not merely exacerbated by eviction, but caused by the resulting instability. Because of this cyclical nature of poverty, indigent tenants who have been evicted once are likely to be evicted again.”<sup>98</sup> Each of these aforementioned instances is entirely outside of the tenant’s control, as is the financial instability brought about by each. Despite this, each reason for nonpayment yields the same punishment as is given to criminals intentionally engaging in horrific, violent acts.

There is no dispute that, in the previous circumstances, the tenant violated their lease by not paying rent. Because they violated their lease, the law allows landlords to evict the tenant for nonpayment. This Note is not an argument against eviction itself—merely the disproportionate punishment that results. Not only has nonpayment as a result of financial hardship warranted eviction, but the system Iowa has in place also imposes lifelong stigmatization and the possibility of lifelong housing instability.

### B. MALICIOUS “VICTIMS”

Although tenants are sometimes punished for circumstances outside of their control, such instances may be entirely unforeseen and inhuman.<sup>99</sup> Another issue arises when tenants are punished because of the faulty actions or outright malice of their supposed victims: their landlords. As of now, Iowa’s long-term punishment for evictions—a permanent mark on the tenant’s

---

96. See, e.g., LIZA C. VALLE, U.S. CENSUS BUREAU, U.S. DEP’T OF COM., CHILD SUPPORT RECEIVED: 2021, at 1 (2023), <https://www.census.gov/content/dam/Census/library/factsheets/2022/demo/p7ofs-185.pdf> [<https://perma.cc/AL2T-E7ZJ>].

97. See BD. OF GOVERNORS OF THE FED. RSRV. SYS., *supra* note 92, at 2.

98. Caroline Pappalardo, Note, *A Right to Counsel for Tenants in Iowa: How to Solve a Growing Access to Justice Problem Exacerbated by the COVID-19 Pandemic*, 25 J. GENDER, RACE & JUST. 205, 211 (2022) (footnote omitted); see also JABOA LAKE & LENI TUPPER, CTR. FOR AM. PROGRESS, EVICTION RECORD EXPUNGEMENT CAN REMOVE BARRIERS TO STABLE HOUSING 5–6 (2021), <https://www.americanprogress.org/wp-content/uploads/sites/2/2021/09/Eviction-Record-Expungement-Can-Remove-Barriers.pdf> [<https://perma.cc/78SH-K2B9>] (writing that the financial stability of one who is evicted falls in crisis as they may have to “pay prices two to four times higher” than the price of their previous rent to avoid sleeping in public, contributing to the negative cycle); Gillian B. White, *America’s Insidious Eviction Problem*, ATLANTIC (Mar. 1, 2016), <https://www.theatlantic.com/business/archive/2016/03/eviction-matthew-desmond-housing/471375> (on file with the *Iowa Law Review*) (explaining the subsequent difficulties faced by someone who has experienced eviction).

99. “Unforeseen and inhuman” refers to unanticipated issues with no direct human cause, such as a car breaking down or hazardous weather preventing a tenant from going into work and subsequently making money.

record—applies to *every* case of eviction.<sup>100</sup> This means that even if a tenant wins on the merits of their case,<sup>101</sup> the tenant will get the same long-term outcome as if they had lost.<sup>102</sup> As a result, no tenant walks away as a true winner in an eviction—though the tenant may have a roof over their head for longer, they are left with the residual wound of an inexpungible record. Not only can tenants be innocent offenders, as in they are not guilty of intentionally causing the harm, but they may be innocent of *any* harm, as decided by the court, and still face punishment as though they were guilty. Although this alone is concerning, it raises the issue of malicious landlords and weaponized evictions.

There is a vast power imbalance between landlords and tenants. Putting aside a tenant's reliance on the landlord for the basic necessity of shelter,<sup>103</sup> landlords typically have far more power in eviction cases than tenants.<sup>104</sup> This

---

100. See *Expungement of Non-Criminal Cases*, *supra* note 6.

101. To win “on the merits of their case” would, for example, be an instance in which a tenant can prove they paid their rent in the time allotted after receiving a notice of nonpayment, cured what a notice to cure was brought for, or left after being given a thirty-day notice of termination. See IOWA CODE § 562A.27 (2025). It may also apply if the case were dismissed due to the landlord failing their procedural responsibilities as prescribed under 562A, such as providing proper notice. See *supra* Section I.B (explaining the procedures landlords must follow).

102. See *Reasons Landlords Might Deny Your Rental Application*, IOWA LEGAL AID (July 30, 2025), <https://iowalegalaid.org/resource/reasons-landlords-might-deny-your-rental-application> [https://perma.cc/66VD-TVBT] (“There is no Iowa law that allows for the expungement of civil case records, including evictions, even if you won the case.”).

103. Shelter has long been recognized as a basic human need. See, e.g., ANTHONY A. CHURCHILL, MARGARET A. LYCETTE & URB. PROJECTS DEP’T OF THE WORLD BANK, *SHELTER 1*, 16–18 (David Howell Jones ed., 1980).

104. Iowa landlords have certain benefits outlined in law. See O’Connell, *supra* note 55 (explaining that Iowa has the shortest cure period in the country for nonpayment cases); see also Barke v. D & D Real Est. Holdings, LLC, No. 21-1564, 2022 WL 5067937, at \*4 (Iowa Ct. App. Oct. 5, 2022) (explaining that, under 562A, three-day notices terminating the rental agreement can never be held as retaliatory). However, most of the power imbalance comes from the presence of counsel and lack of recourse. Most landlords will have private counsel for evictions while only one in ten tenants will have legal representation. See, e.g., J. Brian Charles, *Right to an Attorney? Most Tenants Face Landlords Without One*, GOVERNING (May 20, 2019), <https://www.governing.com/archive/gov-right-to-attorney-legal-defense.html> [https://perma.cc/HVC9-ZBQ4]. Additionally, as will be discussed in this Part, a landlord is not punished for bringing a faulty action whereas a tenant is punished even when they win their case. See *infra* Sections II.C–.D. The notion that landlords have more power in evictions and more rights generally is a part of a larger discourse surrounding the power dynamics in a rental relationship. For a general understanding of the rights of each party, see AMBER DESMET, IOWA LEGIS. SERVS. AGENCY, *LANDLORD-TENANT LAW* 7–19 (2014) (explaining the rights of both landlords and tenants). See also *Summary of Iowa Landlord and Tenant Law*, IOWA LEGAL AID (Sept. 27, 2022), <https://web.archive.org/web/20241214031435/https://www.iowalegalaid.org/resource/summary-of-iowa-landlord-and-tenant-law> [https://perma.cc/W73Z-G5FE] (summarizing rights of landlords and tenants in Iowa law). The imbalance does not end when judgement is entered in an eviction case—for discussion of the notably lack of protections tenants have post-eviction, see generally Jad G. Elchahal, Note, *The Iowa General Assembly Must Act to Protect the Personal Property Rights of Tenants*, 108 IOWA L. REV. 409 (2022) (explaining the need to establish legal protections for the personal property rights of recently evicted tenants).

imbalance is particularly notable when frivolous evictions are in play.<sup>105</sup> A landlord may do everything incorrectly from a procedural standpoint—they may fail to provide notice, fail to properly serve the tenant, initiate everything on improper grounds, and so on—but so long as everything is filed correctly with the court, the tenant will still be forced to bear the burden of inexpungible eviction filings on their record.<sup>106</sup> This raises concerns of abusing evictions—if the landlord has effectively nothing to lose from bringing a faulty eviction and the long-term result on the tenant is the same as if the landlord had won a legitimate case, a malicious landlord could, under Iowa’s current system, carelessly bring improper actions with the sole purpose of negatively impacting a tenant. This is not an unfounded fear—New York City, which has implemented a right to counsel for evictions,<sup>107</sup> reported that seventy-eight percent of all eviction actions brought between July of 2021 and June of 2022 resulted in the tenant staying in their housing.<sup>108</sup> The only explanation that such a notable majority of cases could end in favor of the tenants is that landlords are bringing actions incorrectly or without any justification at all.<sup>109</sup> Because of the permanence of eviction records in Iowa, Iowan renters are undoubtedly more susceptible to abuse and punishment for their landlord’s mistakes.

To punish a tenant for the failure of a landlord is, at best, inconsistent. When a landlord brings a frivolous eviction, Iowa does not respond by revoking their ability to be a landlord. However, Iowa allows that same frivolous lawsuit

---

105. “Frivolous evictions” refer to eviction actions brought by landlords that are not justified by the law. Although a case without proper notice, proper service, or proper grounds will certainly be dismissed, it could still be brought before a court. *See Evictions 101*, *supra* note 62. Even with a case destined for dismissal, that eviction action will stay on the tenant’s record forever. *See Expungement of Non-Criminal Cases*, *supra* note 6. For more insight on the ease and subsequent harm of bringing a frivolous eviction, see Ashley Meeder, *Guilty Until Expunged: How Minnesota’s Public Records Policies Needlessly Burden Renters*, MINN. L. REV. (Nov. 23, 2020), <https://minnesotalawreview.org/2020/11/23/guilty-until-expunged-how-minnesotas-public-records-policies-needlessly-burden-renters> [<https://perma.cc/ESL9-FDW3>] (“If you have \$285 for a filing fee and 20 minutes to fill out a form in Minnesota, you can ruin someone’s life.”).

106. *See generally Expungement of Non-Criminal Cases*, *supra* note 6 (explaining that, once taken to court, that action remains on the tenant’s record).

107. *See* OFF. OF CIV. JUST., N.Y.C. DEP’T OF SOC. SERVS., UNIVERSAL ACCESS TO LEGAL SERVICES: A REPORT ON YEAR FIVE OF IMPLEMENTATION IN NEW YORK CITY 2 (2022), [https://www.nyc.gov/assets/bra/downloads/pdf/services/civiljustice/OCJ-UA\\_Annual\\_Report\\_2022.pdf](https://www.nyc.gov/assets/bra/downloads/pdf/services/civiljustice/OCJ-UA_Annual_Report_2022.pdf) [<https://perma.cc/8GN9-MYR4>]. There are many persuasive arguments in favor of implementing the right to counsel in eviction cases in Iowa. *See, e.g.*, Pappalardo, *supra* note 98, at 236–44. I argue for a different approach not because of any shortcomings of right to counsel, but instead because of the ease of implementation for eviction expungement and the steps Iowa has already taken to adopt a similar procedure. *See infra* Sections III.B.2, III.C. However, both procedures can and should be implemented together—incorporating one into Iowa’s system does not resolve the need for nor stifle the importance of the other. *See generally* Pappalardo, *supra* note 98 (advocating for the right to counsel in Iowa).

108. *See* OFF. OF CIV. JUST., N.Y.C. DEP’T OF SOC. SERVS., *supra* note 107, at 8.

109. *See supra* Section I.B (detailing the straight-forward nature of evictions).

to revoke a tenant's ability to be a tenant. After an eviction, a low-income tenant will almost certainly face severe housing instability.<sup>110</sup>

### C. PERMANENT HARM MISPLACED

There is no reason to apply a punishment for violent criminals—an inexpungible record—to innocent offenders. The purpose of having inexpungible and publicly accessible records is continued punishment in hopes of preventing future offenses,<sup>111</sup> but that does not work as intended for evictions.<sup>112</sup> For an eviction, the theoretical societal benefits of a criminal record are minimal if not entirely nonexistent, but the impacts on the innocent offender still very much exist. These impacts, or “collateral damages,” arise in nearly every aspect of life, encompassing areas vital for survival such as housing, financial stability, and mental health.<sup>113</sup>

Criminal ex-offenders are faced with difficulties when looking for employment, as many employers conduct criminal background checks.<sup>114</sup> Numerous employers express unwillingness to hire potential candidates with any kind of criminal record.<sup>115</sup> A remarkably similar process applies with landlords and civil records. Many rental applications ask if the applicant has ever been evicted,<sup>116</sup> with some going so far as to ask if the applicant has been involved in *any* legal dispute with their landlord.<sup>117</sup> No matter the tenant's answer to this question, landlords in Iowa can access the relevant information via the Fair Credit Reporting Act<sup>118</sup> or through private tenant screening

110. See LAKE & TUPPER, *supra* note 98, at 5–6; *Expungement of Non-Criminal Cases*, *supra* note 6.

111. See Murray, *supra* note 82, at 678–79; see, e.g., Corda, *supra* note 86, at 9–11.

112. See *supra* Section II.A (explaining that there are many instances outside of the control of the tenant in which a tenant ultimately violates terms of their lease); *supra* Section II.B (explaining that evictions may arise out of a landlord's misunderstanding or malice).

113. See Joy Radice, *The Reintegrative State*, 66 EMORY L.J. 1315, 1342 (2017) (explaining that a conviction simply being on the offender's record may be the most significant aspect of the punishment “because the criminal record can last a lifetime”); Juli Carrere, Hugo Vásquez-Vera, Alba Pérez-Luna, Ana M. Novoa & Carme Borrell, *Housing Insecurity and Mental Health: The Effect of Housing Tenure and the Coexistence of Life Insecurities*, 99 J. URB. HEALTH 268, 271 (2022) (detailing the impacts of an eviction on mental health). See generally Corda, *supra* note 86 (discussing the collateral impacts of the increased accessibility of criminal records after a decades-long push for public access).

114. See, e.g., Tammy R. Pettinato, *Employment Discrimination Against Ex-Offenders: The Promise and Limits of Title VII Disparate Impact Theory*, 98 MARQ. L. REV. 831, 837 (2014).

115. *Id.*

116. See NAT'L ASS'N OF INDEP. LANDLORDS, RENTAL APPLICATION 2, <https://landlordassociation.com/RENTAPP.pdf> [<https://perma.cc/W9QN-KZD3>] (providing a generally applicable rental application form that asks “[h]ave any of the occupants listed above ever been . . . evicted . . . [or] broken a lease?”).

117. See, e.g., ACLU OF IOWA, *supra* note 6. The distinction between being evicted and having any legal dispute with one's landlord is important as a landlord inquiring to the latter means that they may not care whether the action was dismissed, merely that it happened at all.

118. See *Expungement of Non-Criminal Cases*, *supra* note 6 (“[T]he [Fair Credit Reporting Act's] report can include reports about renters' evictions . . .”); see also Educ. for Just., *Tenant Screening*,

companies,<sup>119</sup> making a tenant's confrontation with any past eviction actions inescapable. With a rental market as strained as the post-COVID-19 market is, landlords do not have to rent to every applicant—there *will* be another.<sup>120</sup> Because of record-high demand for affordable housing, landlords can pick and choose to whom they would like to rent, and those with evictions on their record would logically be pushed to the bottom of the list.<sup>121</sup>

Not only is housing stability harmed, but financial stability is greatly impacted as well. For those evicted without an opportunity to apply for housing elsewhere, their short-term options are limited. Notably, a tenant may be forced to choose between temporary homelessness or a hotel. Although the hotel might seem the far preferable option, many hotels have high short-term prices that could lead a tenant to spend a typical month's worth of rent over the span of days.<sup>122</sup> Beyond the short-term solution of a hotel, tenants may face the long-term issue of their Section 8 Housing Voucher ("Section 8") being revoked.<sup>123</sup>

Section 8 is a government-assisted rent program in which a "voucher" covers the majority of rent for a participant so long as they contribute thirty percent of their income or fifty dollars a month (whichever is higher).<sup>124</sup> Although an eviction alone would not necessarily constitute grounds for terminating Section 8, a tenant's failure to report an eviction could.<sup>125</sup> With more pressing issues to attend to (such as locating storage for belongings,

---

LAWHELPMN.ORG (Oct. 2025), <https://www.lawhelpmn.org/self-help-library/fact-sheet/tenant-screening> [<https://perma.cc/9CLW-VMRH>] (explaining tenant screening procedures). For additional discussion regarding the flaws of the Fair Credit Reporting Act and the need for its reformation, see generally Caleb I. Slater, Note, *The Document Speaks for Itself: Res Ipsa Loquitur in the Fair Credit Reporting Act*, 111 IOWA L. REV. 825 (2026).

119. Landlords employ tenant screening companies to search for the public civil records of prospective tenants. See, e.g., Hayley Ggurich, *13 Best Tenant Screening Services for Landlords in 2025*, AVAIL (Sept. 30, 2025), <https://www.avail.co/education/articles/6-best-tenant-screening-services-for-landlords-in-2021> [<https://perma.cc/8H46-SBSL>].

120. See 2025 GAP REPORT, *supra* note 40, at 20 fig. 11 (finding that with only thirty-eight affordable and available living spaces for rent per one hundred low-income Iowans, there are theoretically 2.6 renters seeking such housing at any given time).

121. See *Expungement of Non-Criminal Cases*, *supra* note 6 ("A bad rental history can often result in a denial of your rental application.").

122. See Linda Cook, *Parts of Iowa Facing Eviction Crisis*, SIOUXLAND PROUD (Oct. 2, 2024, 7:20 AM), <https://www.siouxlandproud.com/news/iowa-news/parts-of-iowa-facing-eviction-crisis> [<https://perma.cc/S54S-Y34C>] (quoting Kelle Larned, Program and Operations Director of the Salvation Army, explaining that families are sometimes forced to turn toward hotels after being evicted); see also LAKE & TUPPER, *supra* note 98, at 5–6 (writing that those who are evicted may have to pay high, short-term prices at hotels to avoid sleeping in public, further harming the individual's financial situation).

123. See *Section 8 HCV*, EASTERN IOWA REG'L HOUS. AUTH., [https://eirha.org/programs\\_\\_\\_services/section\\_8/index.php](https://eirha.org/programs___services/section_8/index.php) [<https://perma.cc/PA4Q-6CKY>]; 24 C.F.R. § 982.552 (2025).

124. See *Section 8 HCV*, *supra* note 123; 24 C.F.R. § 982.1 (2025).

125. *Section 8: Terminations & Disputes*, TENANT RES. CTR., [https://www.tenantresourcecenter.org/section\\_8\\_terminations](https://www.tenantresourcecenter.org/section_8_terminations) [<https://perma.cc/CT4C-6JRM>].

securing housing through a new unit, a hotel, or a shelter, looking for pet accommodations, and other immediate necessities), a tenant may forget to send the required notice to their Housing Authority. Not only does this provide an immense, immediate issue for the tenant's finances (as they may not be able to afford any rental unit without assistance),<sup>126</sup> but this is a problem that cannot be quickly remedied. The current waiting period for an applicant to receive Section 8 in Iowa is two to three years.<sup>127</sup> Even if the tenant can wait that long for Section 8, the problem is not solved; there is no guarantee that a given landlord will agree to rent to someone with Section 8.<sup>128</sup>

The harm resulting from an eviction goes beyond rental options and government programs—those experiencing housing insecurity<sup>129</sup> are more likely to develop mental health issues as well. Renters already have a higher rate of mental health conditions than property owners,<sup>130</sup> and studies reveal a “very high prevalence of mental health problems among people with housing insecurity.”<sup>131</sup> Those mental health problems notably include depression, anxiety, and an elevated risk of suicide.<sup>132</sup> To deal with these issues, some renters turn to medication,<sup>133</sup> while others turn toward substances—there is a studied link between young boys facing housing insecurity and lifelong substance abuse.<sup>134</sup> Should housing insecurity lead to homelessness, the statistics worsen dramatically: A reported thirty percent of those experiencing homelessness have a mental health condition, and over fifty percent use

126. If a tenant is only able to pay fifty dollars a month (as is the minimum required under Section 8), they will likely have difficulty finding housing without government assistance. *See Section 8 HCV, supra* note 123.

127. *See id.*

128. *See id.* (explaining that Section 8 will only apply “[i]f the landlord agrees to lease the unit to the household under the Section 8 HCV Program”).

129. “Housing insecurity” refers to those who cannot consistently pay rent, live under the threat of eviction, rely on others for economic support related to housing, or cannot afford housing at all. *See Carrere et al., supra* note 113, at 270.

130. *See generally* John Cairney & Michael H. Boyle, *Home Ownership, Mortgages and Psychological Distress*, 19 HOUS. STUD. 161 (2004) (finding that renters have the highest levels of psychological distress when compared to other forms of housing).

131. *See, e.g., Carrere et al., supra* note 113, at 271; *see also* Hugo Vásquez-Vera et al., *The Threat of Home Eviction and Its Effects on Health Through the Equity Lens: A Systematic Review*, 175 SOC. SCI. & MED. 199, 202 (2017) (“Most of the studies that assessed mental health found a significant negative association with the threat of eviction . . .”).

132. *See Carrere et al., supra* note 113, at 269.

133. *See id.* at 271 (noting that, of those experiencing housing insecurity, 40.5 percent of women and 23.3 percent of men studied reported use of psychotropic medication).

134. *See, e.g., Nicole M. Schmidt, Naomi Harada Thyden, Huiyun Kim & Theresa L. Osypuk, Do Peer Social Relationships Mediate the Harmful Effects of a Housing Mobility Experiment on Boys' Risky Behaviors?*, 48 ANNALS EPIDEMIOLOGY 36, 37–39 (2020) (explaining that housing mobility as a result of financial instability increases the risk of substance use and abuse in adolescent boys aged five to sixteen years old).

substances problematically.<sup>135</sup> For all renters, but especially at-risk, low-income renters, the harm of an eviction encompasses nearly every aspect of life—not only do inexpungible evictions lead to lifelong stigmatization, but they can also lead to lifelong mental health issues and substance abuse.

#### D. IOWA-SPECIFIC HARM

Low-income tenants who have been evicted face uncertain housing prospects, greater financial instability, and worsening mental health as a result. Although those issues would be harmful to anyone, there are two populations specifically represented in Iowa that are especially susceptible to the harm that an eviction inflicts: older Iowans and households in which all parents work.

Iowa consistently ranks among the top five states for the oldest population, sitting at fourth in the country for population over seventy-five.<sup>136</sup> It is projected that by 2060, over twenty percent of Iowa's population will be sixty-five or older.<sup>137</sup> Older individuals<sup>138</sup> are important to consider when discussing evictions in Iowa, not just because they are highly represented in the state's population, but also because of how eviction impacts the evicted tenants' health. Evictions, being periods of high stress, have been shown to increase all-cause mortality,<sup>139</sup> and those who experience eviction are more likely to

135. Kevin Y. Xu, Jessica A. Gold, Hannah S. Szlyk, Stephanie A. Rolin & Morgan C. Shields, *Mental Illness and Violence Among People Experiencing Homelessness: An Evidence-Based Review*, 121 MO. MED. 14, 15 tbl.1 (2024).

136. See *For Older Iowans*, IOWA DEP'T. JUST., <https://www.iowaattorneygeneral.gov/for-consu-mers/for-older-iowans> [<https://perma.cc/TS68-GWH7>].

137. STATE DATA CTR. OF IOWA & IOWA DEP'T. ON AGING, OLDER IOWANS: 2023 1 (2023), <https://www.iowadatabase.org/application/files/9816/8415/6885/OlderIowans2023.pdf> [<https://perma.cc/DBN6-PLKV>]. This statistic is particularly relevant as the U.S. Census Bureau found that, out of 764,080 individuals sixty-five and older polled, 110,215 individuals answered that they are “somewhat likely” (76,677 individuals) or “very likely” (33,538 individuals) “to leav[e] [their current home] due to eviction in [the] next two months.” U.S. CENSUS BUREAU, HOUSING TABLE 3B. LIKELIHOOD OF HAVING TO LEAVE THIS HOUSE IN NEXT TWO MONTHS DUE TO EVICTION, BY SELECT CHARACTERISTICS: UNITED STATES (2024), [https://www2.census.gov/programs-surveys/demo/tables/hhp/2024/cycle09/housing3b\\_cycle09.xlsx](https://www2.census.gov/programs-surveys/demo/tables/hhp/2024/cycle09/housing3b_cycle09.xlsx) [<https://perma.cc/6K2C-AMDH>] (providing results of the Phase 4.2, Cycle 09 Household Pulse Survey (Aug. 20–Sept. 16, 2024)). That is roughly 14.4 percent of the surveyed population. See *id.*

138. I use the term “older individual” to refer to those sixty-five years of age and older. The use of a relative term—“older”—is because the state of Iowa uses the term “older Iowans” in their data sets, so I have chosen to mirror my use off of the state's. See STATE DATA CTR. OF IOWA & IOWA DEP'T. ON AGING, *supra* note 137.

139. See Yerko Rojas, *Evictions and Short-Term All-Cause Mortality: A 3-Year Follow-Up Study of a Middle-Aged Swedish Population*, 62 INT'L J. PUB. HEALTH 343, 346–47 (2016) (“[T]he dwelling plays an independent and fundamental role in relation to our wellbeing . . . negative aspects of forcibly losing [one's] dwelling . . . are not . . . conditioned by the fact that one, prior to the eviction, had severe problems of various types.”); GRACIE HIMMELSTEIN & MATTHEW DESMOND, EVICTION AND HEALTH: A VICIOUS CYCLE EXACERBATED BY A PANDEMIC 2–3 (2021), <https://www.healthaffairs.org/doi/10.1377/hpb20210315.747908/full/health-affairs-brief-housing-health-equity-himmelstein.pdf> [<https://perma.cc/AZ5G-HDFZ>] (discussing eviction's correlations with negative health in adults, children, and newborns); *Affordable Housing, Eviction, and Health, in*

visit the emergency room within two years after their eviction.<sup>140</sup> Eviction not only exacerbates physical ailments, but it can make receiving treatment for those issues more difficult.<sup>141</sup> Stable housing is important for older individuals to plan for unforeseen medical emergencies.<sup>142</sup> Without housing, the risk of complications inherently increases while the likelihood of efficient response and treatment decreases.<sup>143</sup> By keeping an eviction on the record of an older individual, they both experience heightened health risks and lose the ability to adequately plan for a subsequent medical emergency. Aside from older individuals, Iowa has another key population at greater risk from evictions: households in which all parents work.

Iowa Governor Kim Reynolds has reported that “Iowa is a national leader in the share of households with all parents working.”<sup>144</sup> It may seem like having two or more working adults in a household would lead to greater financial security and a lower likelihood of eviction, but this is not necessarily the case for Iowan families.<sup>145</sup> Although the household has multiple sources of income, it may have to pay for childcare due to the parents’ absence. Iowa is one of eleven states in which the cost of childcare may *double* housing

EVIDENCE MATTERS 3, 6 (Sean Martin ed., 2021), <https://docs.huduser.gov/archives/portal/site/s/default/files/pdf/EM-Newsletter-Summer2021.pdf> [<https://perma.cc/59CM-YFGV>].

140. Robert Collinson & Davin Reed, *The Effects of Evictions on Low-Income Households* 4 (2018) (unpublished manuscript), [https://www.law.nyu.edu/sites/default/files/upload\\_documents/evictions\\_collinson\\_reed.pdf](https://www.law.nyu.edu/sites/default/files/upload_documents/evictions_collinson_reed.pdf) [<https://perma.cc/USB2-B46J>] (detailing use of emergency services and emergency rooms after an eviction).

141. See Alexandria Lee, *Disparities in Health Care for the Homeless*, LOMA LINDA UNIV. HEALTH: INST. HEALTH POL’Y & LEADERSHIP (Jan. 22, 2021), <https://ihpl.llu.edu/blog/disparities-health-care-homeless> [<https://perma.cc/RF9M-VCT6>]; see also Brett J. Feldman et al., *Prevalence of Homelessness in the Emergency Department Setting*, 18 W.J. EMERGENCY MED. 366, 370–71 (2017) (“As our results demonstrate, homelessness is a concern for healthcare providers year round, regardless of the season, site or day of week.”).

142. Knowing where to find emergency documents (such as medical or legal documents), use of home automation systems, and making clear markings in the home for emergency responders are all important precautions for older individuals to establish in case of a medical emergency. See *Help Your Aging Parents Prepare for a Medical Emergency*, CARE IS THERE, <https://careisthere.com/resources/solutions/health-and-safety/emergency-preparedness/prepare-medical-emergency> [<https://perma.cc/A3QU-B4K4>].

143. See *id.* The suggested precautions implicitly require stable housing (the ability to have consistent markings, safe storage, and so on), meaning that the resulting instability of an eviction puts older individuals at greater risk of harm. *Id.*

144. Press Release, Governor Kim Reynolds, Gov. Reynolds Announces \$25M Child Care Business Incentive Grant Program (May 18, 2022), <https://governor.iowa.gov/press-release/2022-05-18/gov-reynolds-announces-25m-child-care-business-incentive-grant-program> [<https://perma.cc/6VDR-PRNB>]; see also IOWA ECON. DEV. AUTH., GOVERNOR’S CHILD CARE TASK FORCE REPORT 3 (2021), [https://governor.iowa.gov/sites/default/files/documents/IGOV\\_ChildcareTF\\_Report\\_112021.pdf](https://governor.iowa.gov/sites/default/files/documents/IGOV_ChildcareTF_Report_112021.pdf) [<https://perma.cc/9829-MUYN>] (“In a state as hard working as Iowa, it comes as no surprise that our state is a national leader for all parents in the household working.”).

145. See Cook, *supra* note 122 (quoting Kelle Larned, program and operations director of The Salvation Army, explaining that she encounters a large number of families with two working guardians in eviction hearings).

costs.<sup>146</sup> Because of the uncommonly high cost of childcare in Iowa, the benefit of two working parents in a low-income household may be stifled significantly, if not entirely.<sup>147</sup> Not only is there no guarantee of greater financial stability, but *all* families have inherently less housing security when renting—the mere presence of a child in a household has been shown to increase the likelihood of an eviction.<sup>148</sup> If the worst comes to pass and the working family is evicted, they will not have the option of selecting the cheapest, most immediate housing like individual renters might—to fit the entire family, they may be forced to rent larger and, in turn, more expensive units than their previous housing.<sup>149</sup> That is, of course, assuming that the parents have time to search for housing on top of their jobs. Because of Iowa’s uniquely high cost of childcare, the higher likelihood of eviction due to children, and the size of a family further complicating the search for new housing, permanent eviction records and the resulting lifelong punishment create greater harm for Iowa’s hard-working families.

The system that Iowa currently has in place does not just create disproportionate harm—it allows for entirely illogical harm. Those down on their luck are denied a chance to get it back, victors are treated as criminals, and no steps are being taken to reduce “[t]he stigma, stereotyping, and blocked opportunities that result from public [records]” brought about by an eviction.<sup>150</sup> Not only that, but two populations particularly prevalent in Iowa are uniquely harmed under the State’s current system. Several states have implemented varying methods to reduce the burden of an eviction on renters, and there is one solution that Iowa has all but already incorporated into its system: eviction expungement.<sup>151</sup>

---

146. See Conner Woodruff, *Iowa Named One of 11 States Where Childcare Doubles Housing Cost*, KCRG 9 (May 17, 2024, 6:35 AM), <https://www.kcrg.com/2024/05/17/iowa-named-one-11-states-where-childcare-doubles-housing-costs> [https://perma.cc/B6M2-X84E]; see also CHILD CARE AWARE OF AM., CHILD CARE AFFORDABILITY IN IOWA 1 (2023), [https://info.childcareaware.org/hubfs/2023%20Price%20Fact%20Sheet/Iowa%202023\\_Price%20of%20Care.pdf](https://info.childcareaware.org/hubfs/2023%20Price%20Fact%20Sheet/Iowa%202023_Price%20of%20Care.pdf) [https://perma.cc/5XMY-CG8C] (noting that Iowa has an average yearly cost of \$21,913 for childcare with two kids where the average yearly cost of housing is \$17,328).

147. See Cook, *supra* note 122.

148. See generally Matthew Desmond, Weihua An, Richelle Winkler & Thomas Ferriss, *Evicting Children*, 92 SOC. FORCES 303 (2013) (analyzing data across neighborhoods with high percentages of children as well as individual households with children to conclude that the presence of children alone is a unique risk factor for evictions).

149. See LAUDAN ARON ET AL., OFF. OF POL’Y DEV. & RSCH., U.S. DEP’T OF HOUS. & URB. DEV., DISCRIMINATION AGAINST FAMILIES WITH CHILDREN IN RENTAL HOUSING MARKETS: FINDINGS OF THE PILOT STUDY 35–36 (2016), [https://www.huduser.gov/portal/sites/default/files/pdf/HDS\\_FamiliesFinalReport.pdf](https://www.huduser.gov/portal/sites/default/files/pdf/HDS_FamiliesFinalReport.pdf) [https://perma.cc/YD8V-9VSV].

150. Corda, *supra* note 86, at 5; see IOWA CODE ch. 901C (2025) (showing expungement available for criminal records, but not eviction records); see also Clayworth, *supra* note 81 (“The legal filing alone . . . can be used against people in housing applications.”).

151. See ACLU OF IOWA, *supra* note 6 (affirming that the solution of eviction expungement is “within reach” as similar, bipartisan bills for eviction expungement have come close to being passed).

### III. LOOKING FORWARD BY LOOKING NORTH

The list of states with eviction expungement or sealing procedures has grown gradually over the past few years.<sup>152</sup> Out of those states and their respective expungement methods, Minnesota provides a process that can be seamlessly incorporated into Iowa's current system.<sup>153</sup> Section III.A details the tiers of Minnesota's expungement approach. Section III.B outlines how adopting even the barest aspect of Minnesota's process would provide an expansive solution to the shortfalls of Iowa's system. Lastly, Section III.C looks to Iowa's own consideration of eviction expungement.

#### A. MINNESOTA'S GOLD STANDARD

Minnesota has implemented an extensive process to provide relief to tenants while maintaining enough power within the courts to uphold public interest.<sup>154</sup> The Minnesota system is designed so that "expungements are allowed when clearly in the interests of justice and if the public's interest in knowing about the case is not stronger than the justice that would be accomplished by expunging the case."<sup>155</sup> To accomplish such a goal of aligning justice for the individual with the public's interest, Minnesota's

---

152. In 2023, eleven states and Washington, D.C., had adopted a process for eviction expungement or sealing. *See generally* Nada Hussein, *Eviction Record Sealing and Expungement*, in 2024 ADVOCATES' GUIDE 7-7 (2024), [https://nlihc.org/sites/default/files/AG-2024/7-2\\_Eviction-Record-Sealing-and-Expungement.pdf](https://nlihc.org/sites/default/files/AG-2024/7-2_Eviction-Record-Sealing-and-Expungement.pdf) [<https://perma.cc/9PEZ-QMSB>]. By August of 2024, that number grew to seventeen states and Washington, D.C. *See* Robbie Sequeira, *Landlords Cry Foul as More States Seal Eviction Records*, STATELINE (Aug. 21, 2024, 5:00 AM), <https://stateline.org/2024/08/21/landlords-cry-foul-as-more-states-seal-eviction-records> [<https://perma.cc/7DVA-TJSF>].

153. Although Minnesota's eviction expungement can be seamlessly incorporated into Iowa, other states have similar procedures that could serve as an alternative. For example, Illinois has a "sealing" procedure that, unlike the removal of a record like expungement, keeps the record but makes it inaccessible to the public. *See, e.g.*, 735 ILL. COMP. STAT. 5/9-121 (2024); *What Happens if I Have an Eviction on My Record?*, ILL. LEGAL AID ONLINE (Jan. 25, 2024), <https://www.illinoislegalaid.org/legal-information/what-happens-if-i-have-eviction-my-record> [<https://perma.cc/73RR-ZUKJ>]. Although the record of the eviction would still technically exist, it would not cause the same continual punishment that publicly accessible records would, making Illinois's sealing a positive alternative to this Note's proposed solution. However, as this Part will explain, the ease of implementation and positive impact of Minnesota's procedure make it a logical frontrunner for Iowa. *See infra* Section III.B.

154. *See generally* MINN. STAT. § 484.014 (2025) (permitting courts to weigh the interest of justice and public interests when deciding to grant an eviction expungement).

155. MINN. JUD. BRANCH, INSTRUCTIONS: EXPUNGEMENT OF EVICTION RECORD 3 (2025), [https://mncourts.gov/\\_media/migration/courtforms/housing/HOU501.pdf](https://mncourts.gov/_media/migration/courtforms/housing/HOU501.pdf) [<https://perma.cc/54CJ-MYLZ>]. This statement reveals that the Minnesota system is designed specifically to address the issue raised earlier regarding the interplay of private interest as opposed to public interest while maintaining certain records. *See also supra* notes 83-87 and accompanying text (explaining the balance of importance to the public and justice to the offender that public records must strike).

expungement process for evictions provides three instances in which a case may be expunged.<sup>156</sup>

The first two instances are “inherent authority” (which refers to the power of expungement lying with the courts)<sup>157</sup> and “statutory” (when the power of expungement comes primarily from the legislature as opposed to purely from the deference of a judge).<sup>158</sup> Both “inherent authority” and “statutory” expungements involve a degree of subjectivity that could create undue burden in a system incorporating eviction expungement for the first time.<sup>159</sup> Instead, Iowa need only look to Minnesota’s third kind of expungement, “mandatory expungements,” for clear guidelines and definitions on how to proceed with evictions.<sup>160</sup> Mandatory expungements can be broken into two further categories: (1) mandatory expungements that do not require a motion (“base-level”);<sup>161</sup> and (2) mandatory expungements that require a motion.<sup>162</sup>

### 1. Base-Level Expungements

The first tier of expungements set by Minnesota procedure is a collection of uncontroversial circumstances. Three of the five circumstances come from a landlord’s issues with their own property,<sup>163</sup> an eviction being dismissed,<sup>164</sup> or the tenant winning on the merits of their case.<sup>165</sup> In each of these instances, it is the landlord—not the tenant—who is at “fault,” either because the action the landlord brought was inadequate or because their individual affairs were infringing on the contracted rights of the tenant. It logically follows that a tenant who is not at fault would not be punished as though they were. The next

156. The three instances are outlined in the Minnesota Legal Services Coalition’s “Education for Justice” program. See EDUC. FOR JUST., EXPUNGING AN EVICTION CASE 1–2 (2024), <https://www.lawhelpmn.org/sites/default/files/2024-01/H-27%20Expunging%20Evictions.pdf> [<https://perma.cc/F8HH-VTAA>]. Although Minnesota law only considers “mandatory” and “discretionary” (which is defined along the lines of “inherent authority” in the Education for Justice guide), this Note addresses the three examples as Minnesota tenants may be instructed to apply them for their own expungements. See MINN. STAT. § 484.014.

157. See EDUC. FOR JUST., *supra* note 156, at 2 (explaining “inherent authority” expungement).

158. See *id.* (explaining “statutory” expungement).

159. See *id.* (explaining that, in both inherent authority and statutory expungement processes, the ultimate decision relies on the deference of the judge, stating that “[t]he judge has the power to decide if they do or don’t want to expunge the case”).

160. See MINN. STAT. § 484.014(3); EDUC. FOR JUST., *supra* note 156, at 2.

161. The phrasing of “base-level” is used to denote that such expungements are uncontroversial and simple to implement. See *infra* Section III.A.1 (explaining the uncontroversial nature and ease of implementation of base-level expungements). See generally MINN. STAT. § 484.014(3) (detailing eviction expungement, including those instances that constitute base-level expungements).

162. See MINN. STAT. § 484.014(3)(a) (“The court shall, without motion by any party *except for clauses (6) and (7)*, order expungement . . .” (emphasis added)).

163. See *id.* § 484.014(3)(a)(1) (providing additional information regarding deed cancellation, foreclosures, and similar issues).

164. See *id.* § 484.014(3)(a)(3).

165. See *id.* § 484.014(3)(a)(2).

opportunity for expungement comes because of negotiation between the parties. Should a landlord and tenant agree to expungement, there is no need to force continuous punishment on the tenant, no matter the outcome of the case.<sup>166</sup>

Lastly, evictions can be expunged through the base-level process after three years have passed.<sup>167</sup> This timeline does not exist for some arbitrary reason. Instead, the timeline aligns with studied patterns of poverty. The average “poverty spell”—which is measured from the first year that a household’s total income falls beneath the poverty line until the household income rises back above the poverty line<sup>168</sup>—lasts roughly 2.8 years.<sup>169</sup> Minnesota’s procedure accounts for the cyclical nature of poverty and has established a timeline that would end after the average poverty spell, meaning that evictions in Minnesota do not punish the innocent offender beyond when they would be able to get back on their feet.<sup>170</sup>

Minnesota’s base-level tier protects tenants from unjust punishment and does so with minimal procedural burden to those tenants and the Minnesota system. All that a tenant needs to do to expunge a base-level eviction is complete a form with three steps and file it with a clerk.<sup>171</sup> Not only is the burden minimal on the tenant, but the judicial system only needs to review a single form.<sup>172</sup>

## 2. Requiring Motion

The next tier of mandatory expungement, encompassing evictions “requiring motion,” requires more work from all actors but accounts for more complicated issues.<sup>173</sup> Mandatory expungements requiring motion arise when there is a dispute over the legality of an eviction brought or when the previously

166. See *id.* § 484.014(3)(a)(4).

167. See *id.* § 484.014(3)(a)(5).

168. See, e.g., Ann Huff Stevens, *The Dynamics of Poverty Spells: Updating Bane and Ellwood*, 84 AM. ECON. REV. 34, 35 (1994).

169. See, e.g., Ann Huff Stevens, *Transitions Into & Out of Poverty in the United States*, CTR. FOR POVERTY & INEQ. RSCH., <https://poverty.ucdavis.edu/policy-brief/transitions-out-poverty-united-states> [<https://perma.cc/F6PY-7X4N>].

170. The cyclical nature of poverty is well documented. See *id.*; White, *supra* note 98. Not only does the cycle of poverty exist, but eviction worsens a tenant’s odds of ending the poverty spell after one iteration. See Pappalardo, *supra* note 98, at 211; LAKE & TUPPER, *supra* note 98, at 5–6.

171. The three-step process involves basic information about the case, information about the tenant, and a signature—all information that can be attained solely by the tenant or with minimal legal instruction. See MINN. JUD. BRANCH, *supra* note 155, at 4. The added burden of any proposed procedure is an important consideration, as other expungement efforts have failed due to the additional work they would require. See NADA HUSSEIN, TORI BOURRET & SARAH GALLAGHER, NAT’L LOW INCOME HOUS. COAL., EVICITION RECORD SEALING AND EXPUNGEMENT TOOLKIT 6–7, <https://nlihc.org/sites/default/files/2023-04/eviction-record-sealing-and-expungement-toolkit.pdf> [<https://perma.cc/9XZF-VXC5>]; Kaylee Poche, *House Committee Says No to Sealing Eviction Records During COVID-19 Pandemic*, GAMBIT (Oct. 12, 2020), [https://www.nola.com/gambit/news/the\\_latest/house-committee-says-no-to-sealing-eviction-records-during-covid-19-pandemic/article\\_1af30d86-ocd8-11eb-bc36-07a46fb6159f.html](https://www.nola.com/gambit/news/the_latest/house-committee-says-no-to-sealing-eviction-records-during-covid-19-pandemic/article_1af30d86-ocd8-11eb-bc36-07a46fb6159f.html) [<https://perma.cc/J8KN-FLKW>].

172. See MINN. JUD. BRANCH, *supra* note 155, at 1–2.

173. See *id.* at 3.

set terms of a settlement have been completed.<sup>174</sup> In contrast to the three-step process required of base-level expungements, the Minnesota courts have outlined a nine-step process for expungements requiring motions.<sup>175</sup> In addition to those nine steps, a court hearing is required to determine if the eviction will be expunged. Whether an eviction falls under this category or not, it will be eligible for expungement without a motion three years after the original eviction case is brought, according to base-level expungement requirements.<sup>176</sup>

*B. ADOPTING MINIMUM EXPUNGEMENT: A LEGAL ABSOLUTE GOOD*

Minnesota's process, when taken in its entirety, is expansive. As such, implementing the entire process could impose significant burdens on Iowa's current system.<sup>177</sup> In an effort to propose as broad a solution while remaining mindful of the bureaucratic burdens often brought about by change, all Iowa needs to do is adopt the *minimum* of Minnesota's eviction expungement process—the base-level tier and related paperwork of mandatory expungement circumstances. In doing so, many of the issues raised in this Note would be entirely accounted for without creating additional burdens.

1. Solutions for Iowa's System

The key issues with Iowa's current system—the impossibility for a tenant to “win” an eviction case even when innocent, the impact of frivolous or weaponized evictions, and the lack of nuance in the eviction process—can be directly confronted and solved through Minnesota's base-level approach.

The first issue solved by Minnesota's procedure is that the state would no longer punish tenants when they succeed in their cases. In Iowa's current system, *any* action brought will end in the same outcome: the tenant is punished with an inexpungible record.<sup>178</sup> Following Minnesota's procedure, an eviction would be expunged if the tenant wins on the case's merits.<sup>179</sup> As a result, the records that now create lifelong punishment, no matter the case's outcome, would no longer harm a tenant's chances of reacquiring housing because of an eviction they win.

---

174. See MINN. STAT. § 484.014(3)(a)(6)–(7) (2025); see also *id.* § 504B.285 (outlining what an eviction could violate to warrant expungement); *id.* § 504B.171 (providing more examples of what an eviction could violate to warrant expungement).

175. See MINN. JUD. BRANCH, *supra* note 155, at 4–13.

176. See MINN. STAT. § 484.014(3)(a)(5).

177. These burdens come in the form of additional hearings and paperwork. See generally MINN. JUD. BRANCH, *supra* note 155, at 4–13 (outlining the mandatory expungement process requiring a motion and subsequent hearing); see also HUSSEIN ET AL., *supra* note 171, at 6 (explaining that the additional processes brought about by eviction expungement sometimes dissuade implementation of those processes altogether).

178. See *supra* Section II.C; see also *Expungement of Non-Criminal Cases*, *supra* note 6 (stating that Iowa does not have any process to expunge eviction records).

179. See MINN. JUD. BRANCH, *supra* note 155, at 3.

The second issue addressed is the continuous impact of entirely frivolous actions. As outlined in the Minnesota Courts' instructions, an eviction would be sealed if the action is dismissed by the court.<sup>180</sup> Dismissal in Iowa currently yields the same long-term results as if the tenant were evicted: a permanent mark on the tenant's record.<sup>181</sup> Switching to Minnesota's method would remove the negative impacts on tenants as a result of weaponized, frivolous lawsuits, restoring a greater sense of balance to Iowa's landlord-tenant law. Adoption of Minnesota's base-level expungements would forgive only what are truly uncontroversial instances—when a landlord is at fault for or is willing to agree to the case's dismissal.

Third, nuance would be accounted for in eviction cases, though outside of the judicial system. Minnesota's procedure allows for an eviction to be sealed if the parties to the case agree on that course of action.<sup>182</sup> Landlords who recognize the struggle of their tenants but still wish to maintain a profitable business can now do so without burdening their tenants with a permanent punishment. An innocent offender who has been legally evicted for reasons such as nonpayment as a result of financial struggle,<sup>183</sup> or a seven-day notice for mental health complications,<sup>184</sup> can be spared if they strike a deal with their landlord. Through those involved in the case, a greater degree of deference is afforded to tenants.

Ultimately, in the background of each of these benefits is the opportunity for decades-old evictions to finally be expunged. By implementing the same three-year expungement option as Minnesota, Iowa would be able to correct the unjustified punishment that has been imposed on its renters. Not only will unnecessary harm be undone, but the implementation of Minnesota's system will not burden Iowa's.

---

180. *See id.*

181. *See* IOWA CODE § 901C (2025); *see also* Clayworth, *supra* note 81 (“[Eviction] cases are generally included in permanent records regardless of their outcomes, including situations involving unlawful evictions.”).

182. *See* MINN. JUD. BRANCH, *supra* note 155, at 3.

183. *See supra* Section III.A.

184. Though not mentioned in Section III.A, another circumstance in which a tenant may be an innocent offender is when dealing with undiagnosed or untreated mental illness. Some studies link mental health decline to messier spaces. *See* Samantha Marsh, Rosie Dobson & Ralph Maddison, *The Relationship Between Household Chaos and Child, Parent, and Family Outcomes: A Systematic Scoping Review*, 20 BMC PUB. HEALTH 1, 22–24 (2020), <https://bmcpubhealth.biomedcentral.com/articles/10.1186/s12889-020-08587-8> [<https://perma.cc/6DL6-24Z4>] (finding a connection between household disorganization and a wide range of adverse “child, parent, and family outcomes”). Not only can temporary mental health decline lead to messier spaces, but lifelong disorders can as well, such as hoarding disorder. *See Hoarding Disorder*, MAYO CLINIC (Jan. 26, 2023), <https://www.mayoclinic.org/diseases-conditions/hoarding-disorder/symptoms-causes/syc-20356056> [<https://perma.cc/4FVY-BFF2>]. If a tenant's space becomes cluttered or messy to a degree that a landlord worries about pests, the tenant may be served with a seven-day notice and, ultimately, evicted. *See supra* Section II.B.1 (providing dirty spaces as a condition on which a seven-day notice may be brought).

## 2. Resisting Red Tape

Along with solving numerous problems, adopting Minnesota's procedure would not create any additional burdens on the Iowa judicial system nor the state's landlords. Incorporating only base-level procedures into Iowa's system would impose minimal changes on Iowa's current procedure, save for the implementation of a single new form. Additionally, landlords would be given another means by which to negotiate when dealing with tenants they hope to evict through mutual expungement agreements.

After incorporating Minnesota's base-level expungement procedure, eviction hearings would not change.<sup>185</sup> Iowa already deals with an increasing number of eviction hearings,<sup>186</sup> so adopting a process (at least initially) that would apply greater pressure to the courts would be a detriment to the entire system. Adopting the proposed procedure, however, would not impose such a burden—the only real change would come in the form of a three-step process completed by the tenant and then merely reviewed and filed by clerks.<sup>187</sup> Keeping only the mandatory expungements, as opposed to incorporating the inherent authority and statutory expungements as well, would not impose an additional burden on judges, who would otherwise need to apply their own deference to cases and attend more hearings.<sup>188</sup> Everything that Iowa could need for this process can be copied directly from its northern neighbor, leaving nearly no work for Iowa to do itself.

Adopting Minnesota's process not only spares Iowa any new burden, but the state's landlords also benefit from the new system. By implementing base-level expungements and allowing for instances of mutual agreement for eviction

---

185. None of the aspects of the Minnesota base-level process requires in-hearing adjustments. The process to pursue eviction expungement is either a brief mention of a landlord-tenant agreement or paperwork that can be filled out entirely outside of court. See MINN. JUD. BRANCH, *supra* note 155, at 3–4.

186. See Natalie Krebs, *Evictions on the Rise in the Midwest Put Public Health at Risk*, IOWA PUB. RADIO (Feb. 2, 2023, 9:15 AM), <https://www.iowapublicradio.org/health/2023-02-02/evictions-on-the-rise-in-the-midwest-put-public-health-at-risk> [<https://perma.cc/VK43-CVC2>] (explaining the gradual increase in evictions in the Midwest with a special focus on Iowa). This increasing issue of evictions in Iowa is personal—my home county of Scott County, Iowa, is known for increasing evictions. See Cook, *supra* note 122 (detailing the increase in evictions in Iowa at large as well as Scott County specifically); Tom Loewy & Sarah Watson, *Davenport Family's Eviction Highlights Need for Affordable Housing in the Quad-Cities*, QCTIMES (Sept. 22, 2024), [https://qctimes.com/news/local/quad-cities-housing-evictions-affordable-davenport-rent/article\\_4ccfcede-75d4-11ef-995f-e73df2a04341.html](https://qctimes.com/news/local/quad-cities-housing-evictions-affordable-davenport-rent/article_4ccfcede-75d4-11ef-995f-e73df2a04341.html) (on file with the *Iowa Law Review*) (explaining that eviction rates in Scott County have been rising since 2011).

187. See MINN. JUD. BRANCH, *supra* note 155, at 4; HUSSEIN ET AL., *supra* note 171, at 6–7; Poche, *supra* note 171.

188. EDUC. FOR JUST., *supra* note 156, at 1–2. Preventing such deference may actually be beneficial for tenants, especially those who are unable to retain counsel. See Debra Cassens Weiss, *Posner: Most Judges Regard Pro Se Litigants as 'Kind of Trash Not Worth the Time'*, AM. BAR ASS'N J. (Sept. 11, 2017, 11:57 AM), [https://www.abajournal.com/news/article/posner\\_most\\_judges\\_regard\\_pro\\_se\\_litigants\\_as\\_kind\\_of\\_trash\\_nor\\_worth\\_the\\_t](https://www.abajournal.com/news/article/posner_most_judges_regard_pro_se_litigants_as_kind_of_trash_nor_worth_the_t) [<https://perma.cc/7CSL-QPEQ>].

expungement between landlord and tenant, those landlords are given another card to play should they be forced to take a tenant to court. Landlords would have the ability to leverage their agreement to expungement. Should a tenant be particularly unruly but have the means to acquire another form of housing, the eviction process could be expedited through a mutual understanding that the tenant will allow the hearing to proceed uncontested in exchange for the eviction being kept off of their record.

All three primary actors in evictions are unscathed if not directly bettered by this process. Tenants no longer bear the burden of punishment for innocent offenses (if they have offended at all), landlords gain an additional negotiation method with their tenants, and the state must only account for a single new form for clearly defined circumstances. With such a complete solution in practice just north of Iowa, one must wonder how Iowa has approached the idea of eviction expungement itself.

### C. IOWA'S ATTEMPT: NOT-SO-BETTER LATE THAN NEVER

Iowa is not oblivious to eviction expungement—several bills have proposed implementing such a procedure. Despite the appearance of willingness to entertain positive change, the Iowa legislature has taken a highly controversial approach to eviction expungement through Senate File 412 (“SF 412”).<sup>189</sup> Introduced February 24, 2025, SF 412 provides several proposed changes to Iowa housing law, including a form of eviction expungement.<sup>190</sup> However, SF 412’s proposed expungement fails to address many of the issues with Iowa’s lack of expungement today and is limited to a degree where very few tenants would actually benefit.

At first glance, the version of eviction expungement proposed in SF 412 is not entirely problematic. Expungement would be available if the landlord does not appear before the court or if the defendant prevails on the merits of their case.<sup>191</sup> Although that seems to address the issues of a tenant being unable to “win” as well as certain procedural flaws from the landlord, reading into how the bill defines “prevail[ing] on the merits” raises numerous concerns:

A defendant is deemed to have prevailed on the merits of the case including but not limited to when a court determines that the action for forcible entry and detainer was filed by a plaintiff against a defendant *who was not in violation of the lease* due to clerical error,

---

189. See Benjamin Fisher, *CORRECTED: Iowa Legislature Wraps Busy ‘Funnel’ Week, Advances Many Policy Bills*, TELEGRAPH HERALD (Mar. 7, 2025), [https://www.telegraphherald.com/news/politics/article\\_26df27da-faed-11ef-ao23-af7acc288c6a.html](https://www.telegraphherald.com/news/politics/article_26df27da-faed-11ef-ao23-af7acc288c6a.html) (on file with the *Iowa Law Review*) (explaining the controversy surrounding the bill, particularly that Representative Lindsay James—“the only area lawmaker on House Judiciary”—noted “that the eviction expungement measure of the bill was all that redeemed the bill. . . . Iowa Legal Aid thought it would otherwise ‘increase evictions exponentially’”).

190. S.F. 412, 90th Gen. Assemb., Reg. Sess. (Iowa 2025).

191. *Id.*

mistaken identity, or other demonstrable error of the plaintiff, or was filed by the plaintiff [in a retaliatory manner].<sup>192</sup>

The lack of concrete definitions in SF 412 is one such concern—it is unclear what qualifies as a “clerical error,” “demonstrable error of the plaintiff,” or what other instances could be included in the “but not limited to” category. Additionally, the “errors” only matter if they were made when determining if there was a violation of the lease at all.<sup>193</sup> As such, the protections provided by SF 412 only apply when a landlord is so utterly incorrect that they file for eviction against a valid tenant. When compared to Minnesota’s language of expungement being available when “[the tenant] prevailed on the merits”<sup>194</sup> and “the complaint is dismissed *for any reason*,”<sup>195</sup> it is clear that SF 412 is far more limited than it needs to be, to the point where many facing eviction would not get the benefit of expungement at all.

Despite the limited scope of prevailing on merits, SF 412 allows for other expungement avenues, though none are practical. A tenant found to have not paid rent may also have their eviction expunged once in a seven-year period, so long as the landlord consents (which SF 412 explicitly states they are not obligated to do),<sup>196</sup> and any costs owed by the tenant to the landlord are paid.<sup>197</sup> SF 412 additionally provides that expungement may occur for nonpayment of rent, in which the tenant is evicted, if seven years have passed.<sup>198</sup> Ultimately, the only options a tenant has to have their eviction expunged under SF 412 are: (1) if they never should have been evicted in the first place; (2) if they can eventually pay the rent they could not pay originally *and* the landlord is generous enough to grant a once-in-seven-years opportunity; or (3) they simply wait seven years. These options do not account for innocent offenders, rely on unobligated landlords who must eventually be paid in full, continue to permit lifelong records because of frivolous evictions, and do not adhere to studied cycles of poverty.<sup>199</sup> Under SF 412, the harm of an eviction would still be present and disproportionate *despite* adopting expungement.

Although Minnesota and other Midwestern states provide numerous examples, the Iowa Legislature’s recent attempt in SF 412 raises alarms about the future of eviction expungement in Iowa—a future where expungement is significantly limited if not entirely inaccessible. Of course, the Iowa legislature may simply be working through the difficulties of implementing a new legal procedure—SF 412 was not passed, and not all states find the right fit for

---

192. *Id.* (emphasis added).

193. *Id.*

194. See MINN. STAT. § 484.014(3)(a)(2) (2025).

195. See *id.* § 484.014(3)(a)(3) (emphasis added).

196. S.F. 412 (absolving landlords of such a requirement under 19(2)(b)).

197. *Id.*

198. *Id.*

199. See Stevens, *supra* note 168, at 34–35.

eviction expungement on their first try.<sup>200</sup> To give that same grace to Iowa, however, there would still need to be a meaningful “first try.”

#### CONCLUSION

Calls for eviction expungement in Iowa are not new nor unheard of—various organizations in Iowa have been in support of expungement for years.<sup>201</sup> All information related to this measure points toward eviction expungement being a legal win-win; evictions would not prevent tenants from finding future housing, frivolous lawsuits would no longer have lifelong implications for innocent parties, the base-level process adopted from Minnesota would not create undue stress on the Iowa system, and the rights of landlords would be expanded, not diminished. The solution of eviction expungement achieves what the *City of Grants Pass* majority called for as a legislative act while also recognizing the practical challenges of low-income Iowans.

The Iowa legislature has demonstrated that it is willing to make a change with eviction expungement. Although it is unclear who that change is truly meant to benefit, what *is* clear is that harm will continue to befall Iowans until a *meaningful* expungement procedure is implemented. Those experiencing housing insecurity now stand on the edge of lifelong stigmatization akin to a criminal, permanently impacted housing options, worsening mental and physical health, and homelessness with its increasing punishments. There must be a point at which Iowa can no longer excuse allowing that harm to continue—a point at which Iowa is, in part, responsible for that harm. Eviction expungement is the answer for Iowa and its renters, and with a substantial solution in reach, why would we settle for a Band-Aid?

---

200. Mike Mosedale, *In Win for Landlords, Appeals Court Strikes Down Eviction Expungement Law*, MINN. REFORMER (Apr. 23, 2025, 9:21 AM), <https://minnesotareformer.com/2025/04/23/in-win-for-landlords-appeals-court-strikes-down-eviction-expungement-law> [<https://perma.cc/E572-CBKM>] (reporting recent changes made to Minnesota’s eviction expungement procedure—none of said changes impact the solution proposed in this Note).

201. See, e.g., ACLU OF IOWA, *supra* note 6 (explaining long-time support for eviction expungement, predicting that “the bill will likely be reintroduced this legislative session. Given the deep bipartisan support, we believe passing this bill into law is within reach”). Unfortunately, that prediction never came to pass.