

# Iowa Fire Deaths: Landlords, Tenants and Homeowners – Get your act together.

By: Steve Lombardi

House and [building fires in Iowa have killed 19 people since January 1, 2009](#). Four more people died just this past week. During all of 2008 there were just nine. In [2007](#) there were 30 and [2006](#) 33 fire related deaths in the State of Iowa.

The [Iowa Department of Public Safety](#) has issued a public information release indicating the following:

## Fire-Related Fatality Count Continues to Increase

**Des Moines, IOWA---** Since January 1, 2009, 19 people have died from injuries sustained in fires throughout Iowa. By this time last year, there were 9 fire related fatalities.

The State Medical Examiner's Office has determined that twenty-five year old Mackenzie Blandau and 22-month-old Luis Garcia both died of smoke inhalation in an apartment building fire in Hampton, Iowa on Saturday, February 14, 2009.

Also on Saturday, February 14, 2009 firefighters responded to a fire in Dixon, Iowa where 55-year-old Dave Postell was rescued from his burning residence. After several days in the hospital, Postell died from injuries sustained in that fire.

Additionally, the Scott County Medical Examiner has released the autopsy results of thirty-seven-year-old Beth Ann Bartosch of Davenport. Bartosch was found dead inside her burning home on Monday, February 16, 2009. Bartosch died of smoke inhalation.

"The 19 people who've died this year, including the four most recent, were members of a community and I'm sure had families who loved them," said Fire Marshal Jim Kenkel. "Start thinking about fire safety in your home, so you can save your community and your family from losing a loved one."

The fires in both Hampton and Dixon are being investigated by the Office of the State Fire Marshal and are currently listed as undetermined while the investigations continue. The fire in Davenport is being investigated by the Davenport Fire Department and has been determined arson.

Folks, check your smoke detectors and make sure the batteries work. Every residential building in Iowa should have smoke detectors with an audible warning! It should beep.

If you don't know the law and would like to read the Iowa Code its [Chapter 210 Smoke Detectors](#).

Several years ago my clients died in a rental unit in which the smoke detector didn't work. That case settled for a lot of money. So landlords you have an obligation under Chapter 210 Smoke Detectors to install and keep them working. No excuses. Period. This is [your duty under the law](#). Know this, that every one of those 19 people that died may have a cause of action for money damages against some rental company, management company or landlord. I haven't reviewed each one but my point is there is potential in each instance. It's been a long cold winter and economic times are tough, especially out in rural Iowa.

Tenants, if the detector doesn't work, don't wait for the Landlord to fix them. Fix them and under [Iowa Code Chapter 562A the Uniform Residential Landlord and Tenant Act](#) you can deduct the cost from your rent, so long as the responsibility for maintaining the apartment or house is the Landlords. Read [562A.21 Noncompliance by the landlord](#), become familiar with it and do what it requires.

### **562A.21 Noncompliance by the landlord--in general.**

1. Except as provided in this chapter, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with section 562A.15 materially affecting health and safety, the tenant may elect to commence an action under this section and shall deliver a written notice to the landlord specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than seven days after receipt of the notice if the breach is not remedied in seven days, and the rental agreement shall terminate and the tenant shall surrender as provided in the notice subject to the following:

a. If the breach is remediable by repairs or the payment of damages or otherwise, and if the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not terminate.

b. If substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six months, the tenant may terminate the rental agreement upon at least seven days' written notice specifying the breach and the date of termination of the rental

agreement unless the landlord has exercised due diligence and effort to remedy the breach which gave rise to the noncompliance.

c. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.

2. Except as provided in this chapter, the tenant may recover damages and obtain injunctive relief for any noncompliance by the landlord with the rental agreement or section 562A.15 unless the landlord demonstrates affirmatively that the landlord has exercised due diligence and effort to remedy any noncompliance, and that any failure by the landlord to remedy any noncompliance was due to circumstances reasonably beyond the control of the landlord. If the landlord's noncompliance is willful the tenant may recover reasonable attorney's fees.

3. The remedy provided in subsection 2 is in addition to any right of the tenant arising under subsection 1.

4. If the rental agreement is terminated, the landlord shall return all prepaid rent and security recoverable by the tenant under section 562A.12.