

IN THE IOWA DISTRICT COURT FOR JOHNSON COUNTY

DAVID ALEXANDER BACULIS SR  
BACULIS MOBILE HOMES INC

PLAINTIFF(S)

vs

WENDY ROSARIO MAEGLIN  
OLVYN REINALDO LANZA ANDRADE

DEFENDANT(S)

ORDER FOR FORCIBLE ENTRY  
AND DETAINER

06521 SCSC090306

Judgment is entered based on the following:

**It is ordered:**

Description of Property

Other:

Plaintiff appeared by its attorney Samuel Argall. Defendant Wendy Maeglin does not appear. Defendant Olvyn Lanza personally appeared with his counsel, Christopher Warnock.

The parties stipulated to entry of their respective exhibits into the record, and the Court accepted into evidence Plaintiff's Exhibits 1 - 13 and Defendant's Exhibits A - E. Testimony was also taken from Karen Baculis.

Following the testimony of Ms. Baculis that the Agreement between Plaintiffs and Defendants that is marked as Plaintiffs' Exhibit 6 and Defendants' Exhibit A was the entire agreement between the parties related to the mobile home at issue in this case, the Court heard argument from the parties concerning the Motion to Dismiss filed by Defendant Lanza.

At issue, primarily, is whether the Agreement was a rental agreement with rent being paid by Defendant to Plaintiff (in which case the Court has jurisdiction to hear this matter pursuant to Iowa Code Section 648.1(5)) or was a purchase agreement where payments were seller financed for the purchase of personal property (in which case there is no jurisdiction to hear the matter under Iowa Code Section 648.1).

On a review of the Agreement, there is no language in the Agreement that would lead the Court to believe that this is anything more than the purchase of personal property. The document references a "Sales Price"; charges sales tax; and charges a title transfer fee. There is a cash down payment that, aside from being strong evidence that this was a purchase, would appear to run afoul of restrictions on deposits to landlords under Iowa Code Sections 562A.12(1) if it were truly intended to be a rental agreement. There is a 10% annual percentage rate on unpaid amounts due that, aside from once again being strong evidence that this was a seller-financed purchase agreement, would appear to run afoul of restrictions on late fees charged by landlords under Iowa Code Section 562A.9(4) if it were truly intended to be a rental agreement. The document states that the Plaintiffs have no responsibility for appliances, water lines, water heater or furnace after six months. This limitation of responsibility would be consistent with a sale but not with a rental of the property where these responsibilities are specifically assigned to a landlord under Iowa Code Section 562A.15.

Having found that the agreement and the payments claimed to be owed by Defendants to Plaintiffs are not a tenancy or rent, the Court has no subject matter jurisdiction to hear this forcible entry and detainer action under Iowa Code Section 648.1.

Accordingly, Plaintiffs' claim is dismissed without prejudice. Costs are assessed to Plaintiff.

Appeal Bond: \$500.00

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State of Iowa Courts

**Case Number**  
SCSC090306

**Case Title**  
DAVID BACULIS & BACULIS MH VS WENDY MAEGLIN &  
OLVYN LANZA  
Other Order

**Type:**

So Ordered

A handwritten signature in black ink, appearing to be 'Chad Thomas', written over a horizontal line.

Chad Thomas, Magistrate,  
Sixth Judicial District of Iowa

Electronically signed on 2017-02-15 15:34:16