

The Iowa Supreme Court Weighs in on Landlord Access

by Rebecca A. Brommel and Alec Goos

The Iowa Supreme Court closed the house down on 2025 with a decision about the relationship between renters and landlords in *Butter v. MidWest Property Management*, No. 24-1752 (Dec. 31, 2025). There, the tenants, Alex Butter and Sydney Stodola, sued their landlord, KMB Property Management, over KMB's repeated requests for access to their unit to show to prospective tenants. The tenants initially brought their claims under common law trespass and portions of the Iowa Uniform Residential Landlord and Tenant Act ("IURLTA"). The Iowa Supreme Court addressed three issues: the number of trespasses that occurred, the appropriate damages award, and whether attorney fees could be awarded under Iowa Code section 562A.12(8). In a unanimous decision, the Iowa Supreme Court affirmed the lower court's decision on all counts.

Iowa adopted the IURLTA in 1978.¹ Among the relevant provisions is Iowa Code section 562A.19, which provides that a tenant "shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to . . . exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors."² A landlord must provide twenty-four hours' notice to enter the premises and enter "only at reasonable times."³

Shortly after the tenants in this case moved into their unit, KMB began showing the unit to prospective tenants. Following several showings, the tenants informed KMB that there were an excessive number of showings. KMB informed the tenants that it would be implementing a schedule for future showings; however, some of the subsequent requests occurred outside of such schedule. Furthermore, on four separate occasions, KMB did not provide the required twenty-four-hour notice. The district court concluded that there were four trespasses. The tenants argued on appeal that they did not give consent for an additional eleven showings.

The tenants did not ultimately pursue a cause of action under IURLTA but rather

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centered their claim on common law trespass. The Supreme Court affirmed the lower court's finding that only four trespasses occurred after KMB failed to provide the twenty-four-hour notice. Though KMB provided a proposed schedule and did not always follow it, the Court held that did not constitute trespass because the tenants gave consent to KMB to enter by allowing them into the unit. This consent defeated a finding of a trespass.⁴

The Supreme Court rejected the tenants' arguments that the tenants did not know that they could refuse entry. In fact, the tenants did refuse entry to KMB on several occasions when KMB had failed to provide the requisite notice. The Supreme Court held that there is not a per se requirement for landlords to inform tenants of their right to refuse entry.

Once the Supreme Court addressed the number of trespasses, it turned its attention to the damages question, which hinged on the number of trespasses. The district court awarded \$147 in damages for the four trespasses based on the daily cost of rent, and a half day of rent because one of the trespasses occurred on the same day as another trespass. The Supreme Court ruled that tenants are permitted to recover for the rental value of the land during the period by which they are deprived of that value. Here, the deprivation period was brief, and importantly, the standard of review on appeal was whether the record provided a "reasonable basis for the award."⁵

Finally, the Supreme Court firmly rejected the tenants' request for attorney fees under Iowa Code section 562A.12(8), which provides that "The court may, in any action on a rental agreement, award reasonable attorney fees to the prevailing party." The Supreme Court strictly construed the language of section 562A.12(8) and held that the specific provision only applied to disputes over rental deposits. The Court held that interpreting this provision to broadly apply to any rental dispute would render other portions of IURLTA to be superfluous, because other provisions within the IURLTA "expressly allow attorney fee awards" in other specifically described circumstances. Therefore, the Court held that the tenants could not recover attorney fees under section 562A.12(8) since their action was based upon a common law trespass and not a dispute under any of the other specific provisions in IURLTA that allowed for the recovery of attorney fees.

In sum, *Butter v. MidWest Property Management* clarifies that while tenants may not unreasonably withhold consent for showings, landlords must strictly comply with notice requirements in a lease and failure to do so can result in damages for deprivation of use. However, the Court affirmed that a tenant could consent—explicitly or implicitly—to the entry, thereby eliminating a claim for trespass for that particular instance. The Court also made clear that it would strictly construe the language surrounding an award of attorney

fees under IURLTA. Of importance for future landlord-tenant disputes is the fact that the tenants' claims were made solely as common law trespass claims rather than as a violation of specific provisions of IURLTA that address unlawful entry by a landlord.⁶ Given the Supreme Court's strict adherence to the language of IURLTA, it seems likely that a claim made under IURLTA – rather than as a common law trespass claim – for similar actions would result in a different and better outcome for a tenant who is able to prove such violation.

¹ See generally Iowa Code § 562A (2025).

² Iowa Code § 562A.19.

³ Iowa Code § 562A.19.

⁴ *Butter*, Slip. Op. at 7.

⁵ *Butter*, Slip. Op. at 11.

⁶ Iowa Code § 562A.35(2) (providing that if landlord makes an unlawful entry or a lawful entry in an unreasonable manner, the tenant may obtain injunctive relief, recover actual damages in an amount not less than one month's rent and reasonable attorney fees).