

IN THE COURT OF APPEALS OF IOWA

No. 2-232 / 11-1143
Filed May 9, 2012

MARK EICHINGER and THERESA EICHINGER,
Plaintiffs-Appellees,

vs.

ROBERT L. TURKAL and SCOTT TURKAL,
Defendants-Appellants.

Appeal from the Iowa District Court for Linn County, Sean W. McPartland,
Judge.

Defendants contend that the district court abused its discretion in fashioning a remedy related to a claim of unjust enrichment associated with a cabin owned by the plaintiffs and situated on land owned by the defendants.

AFFIRMED.

A.J. Thomas of Thomas Law Firm, Anamosa, for appellants.

Donald C. Hoskins of Allen, Vernon & Hoskins, P.L.C., Marion, for appellees.

Considered by Vaitheswaran, P.J., and Tabor and Mullins, JJ.

VAITHESWARAN, P.J.

This appeal arises from a dispute over a cabin in Coggon, Iowa. Mark Eichinger and his wife, Theresa, were told about the cabin by friend Scott Turkal. They purchased it for \$14,000 from Scott's father, Robert. Not included in the purchase price was the underlying land. The Eichingers rented that land from Robert, making annual payments of \$640. Over the years, they made structural improvements to the cabin.

In 2008, Mark and Scott had a falling out. Shortly thereafter, Scott, who acted as manager of the land, stopped billing the Eichingers for the land rent. The Eichingers, in turn, stopped making rent payments which, by the time of trial, had increased to \$650 annually. Scott eventually sent the Eichingers a notice terminating the lease.

The Eichingers responded with a suit against Robert and Scott Turkal. They raised various causes of action including a claim for unjust enrichment. At trial, they requested permission to sell the cabin to a third party without hindrance from the Turkals or, alternately, compensation equivalent to the reasonable value of the cabin in exchange for transfer of title to Robert Turkal. The Turkals countered that the only equitable remedy was to require removal of the cabin from their land.

Following trial, the district court found that the cabin's fair market value coincided with its assessed value of \$22,787. As for land rents, the court noted that "neither party produced persuasive evidence in support of their position with respect to unpaid rental amounts." Extrapolating from the testimony on this topic, the court determined that the Eichingers owed a total of \$3250 in annual rental

payments as of the time of trial. Finally, the court determined that “requiring Plaintiffs to move the cabin, as Defendants request, would not be economically feasible or equitably reasonable.” The court applied the law of unjust enrichment to the facts, entered judgment for the Eichingers in the amount of \$19,537 (the assessed value of the cabin minus the outstanding rental payments), and ordered the Eichingers, “[u]pon payment by Defendants to Plaintiffs of such amount” to “provide to Defendants documentation confirming that Defendants are the rightful owners of the cabin in question.”

On appeal, the Turkals do not take issue with the district court’s application of the unjust enrichment doctrine. *See State ex. rel. Palmer v. Unisys Corp.*, 637 N.W.2d 142, 154–55 (Iowa 2001) (identifying the elements of unjust enrichment as “(1) defendant was enriched by the receipt of a benefit; (2) the enrichment was at the expense of the plaintiff; and (3) it is unjust to allow the defendant to retain the benefit under the circumstances”). They simply argue that the remedy crafted by the court amounted to “an abuse of discretion as the Court placed the entire burden on the owners of the real estate.” On our de novo review of this equitable action, we disagree. *See Iowa R. App. P. 6.907.*

A court sitting in equity “has considerable flexibility in framing a remedy.” *Hosteng Concrete & Gravel, Inc. v. Tullar*, 524 N.W.2d 445, 448 (Iowa Ct. App. 1994). The district court exercised this flexibility to fashion a remedy that compensated the Eichingers for their outlays but also afforded the Turkals an opportunity to acquire clear title to the cabin on their land. We conclude the court’s remedy did equity. Accordingly, we affirm.

AFFIRMED.