

**PROVISIONS IN THE REVISED URLTA
PERMITTING RECOVERY OF ATTORNEY’S FEES***

***Except as indicated, these provisions also existed in 1972 URLTA**

Tenant May Recover	Landlord May Recover
Catchall provisions: Six states (AK, FL, MT, NM, OK, and OR) have provisions permitting the “prevailing party” to recover attorney fees (some are at the discretion of the court). <i>See, e.g.,</i> AK ST 34.03.350 (“Attorney fees shall be allowed to the prevailing party in any proceeding arising out of this chapter or a rental agreement.”) A seventh state (TN) permits recovery of attorney fees to a prevailing tenant. These states are not included in the counts below unless they <i>also</i> included a specific attorney fee provision in the sections mentioned below.	
Section 203: Prohibited Provisions in Lease (b) If a landlord willfully includes a provision in a lease that violates subsection (a), the court, in addition to awarding the tenant actual damages, may award the tenant an amount up to [three] months’ periodic rent, costs, and reasonable attorney’s fees. Adopted: AL, IA, MI, NE, NM, RI, SC, VA, WA Non-URLTA Similar Law: MD Omitted: AZ, CT, HI, KS, KY, MS	Section 510: Verification (b) If a tenant willfully submits a false verification to the landlord under subsection 508(a)(2)(C), the court may award the landlord an amount up to [three] months’ periodic rent or [triple] actual damages, whichever is greater, costs, and reasonable attorney’s fees. [NEW TO RURLTA]
Section 501: Noncompliance By Landlord; In General (f) In addition to the remedies provided in subsections (b) and (c), if the landlord’s noncompliance is willful, the court shall award the tenant costs and reasonable attorney’s fees. [REVISED IN RURLTA] Adopted: AL, IA, NE, RI, SC, TN, VA (if LL noncompliance was unreasonable) Non-URLTA Similar Law: IN Omitted: AZ, CT, HI, KS, KY, MI, MS	Section 511. Perpetrator’s Liability for Damages. (b) In addition to any actual damages to which the landlord may be entitled under subsection (a), the court shall award the landlord costs and reasonable attorney’s fees. [NEW TO RURLTA]
Section 502: Landlord’s Failure to Deliver Possession to Tenant (c)[I]f a landlord’s failure to deliver possession to the tenant pursuant to Section 302 is willful and not in good faith, the court shall award the tenant an amount equal to [three] months’ periodic rent or [triple] the actual damages, whichever is greater, costs, and reasonable attorney’s fees. Adopted: AL, HI, IA, KY, NE, RI, SC, VA Omitted: AZ, CT, KS, MI, MS, WA	Section 601: Failure to Pay Rent; Other Noncompliance with Lease by Tenant (d) Except as otherwise provided in this [act], a landlord may: (1) obtain injunctive relief or specific performance to remedy a tenant’s noncompliance with Section 401 that materially affects health or safety or is a material noncompliance with the lease, together with costs, and reasonable attorney’s fees, or, (2) regardless of whether the lease terminates as a result of the tenant’s noncompliance, recover actual damages, costs and reasonable attorney’s fees, or liquidated damages as provided by the lease. [REVISED IN RURLTA] Adopted: AL, AZ, IA, KY, NE, RI, SC, TN (if permitted by lease), VA, WA (if tenant remedies after LL has filed unlawful detainer action). Non-URLTA Similar Law: IN, MN Omitted: CT, HI, KS, MI, MS

Section 504: Landlord’s Wrongful Failure to Provide Essential Service. (a) If contrary to the terms of the lease or Section 303, the landlord willfully or negligently fails to supply essential services, the tenant may. . . . (3) in addition to the remedy provided in subparagraph (2) of this subsection, the court shall award the tenant actual damages, costs, and reasonable attorney’s fees. Adopted: AZ, CT, KY, NE, RI, SC, TN, VA, WA Non-URLTA Similar Law: MA, MN Omitted: AL, HI, IA, KS, MI, MS	Section 604: Abandonment, Remedy After Termination (e) If a tenant wrongfully terminates the lease, the landlord has a claim for possession. The landlord also has a claim for past due rent and, unless the landlord accepts abandonment or fails to mitigate, a separate claim for actual damages for breach of the lease, costs, and reasonable attorney’s fees. Adopted: AL, IA, KY, NE, NM, RI, SC, TN, VA, WA. Non-URLTA Similar Law: AR Omitted: AZ, CT, HI, KS, MI, MS
Section 507: Tenant Remedies for Unlawful Removal, Exclusion, or Diminution of Essential Service. If a landlord unlawfully removes or excludes the tenant from the premises or attempts to constructively evict the tenant by willfully interrupting or causing the interruption of an essential service to the tenant, the tenant may recover possession or terminate the lease and, in either case, the court shall award the tenant an amount equal to [three] months’ periodic rent or [triple] the actual damages, whichever is greater, costs and reasonable attorney’s fees. Adopted: AL, HI, IA, KY, NE, RI, SC, TN, VA, WA (prevailing party) Non-URLTA Similar Law: MA, MN Omitted: AZ, CT, KS, MI, MS	Section 702: Landlord and Tenant Remedies for Abuse of Access (a) If a tenant unreasonably refuses to allow the landlord lawful access to the dwelling unit, the court may compel the tenant to grant the landlord access or may terminate the lease. In either case, the court shall award the landlord actual damages, costs, and reasonable attorney’s fees. Adopted: CT, IA, KY, NE, NM, RI, SC, TN, VA, WA (prevailing party) Non-URLTA Similar Law: AR Omitted: AL, AZ, HI, KS, MI, MS
Section 515. Limitations on Landlord’s Conduct with Respect to Victims of an Act of Domestic Violence (d) If a landlord willfully violates this subsection (b) . . . (2) the court shall award the tenant an amount equal to [three] months periodic rent or [triple] actual damages, whichever is greater, costs, and reasonable attorney’s fees. [NEW TO RURLTA]	Section 803. Holdover Tenancy (a) If the tenant’s holdover is willful and not in good faith, the court shall award the landlord an amount [equal to] [three] month’s periodic rent or [triple] the actual damages, whichever is greater, costs, and reasonable attorney’s fees. [REVISED IN RURLTA(used to be 702)] Adopted: AL, IA, KY, NE, NM, RI, SC, TN, VA, WA (prevailing party) Omitted: AZ, CT, HI, KS, MI, MS

Section 702: Landlord and Tenant Remedies for Abuse of Access (b) If a landlord makes an unlawful entry or a lawful entry of a tenant's dwelling unit in an unreasonable manner or makes repeated demands for entry otherwise lawful but which have the effect of harassing the tenant, the court may award injunctive relief to prevent the recurrence of the conduct or may terminate the lease. In either case, the court shall award the tenant actual damages or an amount equal to [one] month's rent, whichever is greater, costs, and reasonable attorney's fees. Adopted: AK, CT, IA, KY, NE, NM, RI, SC, TN, VA, WA (prevailing party) Non-URLTA Similar Law: ME Omitted: AL, AZ, HI, KS, MI, MS	Section 1102. Landlord, Tenant and Third Party Interests in Security Deposit. (c) Unless a landlord and tenant otherwise agree [in a signed record], if a tenant fails to pay rent when due and the landlord applies the whole or any portion of a security deposit toward the payment of rent that is due, a court shall award the landlord an amount equal to the amount of the security deposit applied and may award the landlord an additional amount up to [twice] the periodic rent, costs and reasonable attorney's fees. [NEW TO RURLTA]
Section 903. Tenant Remedies for Retaliatory Conduct. (a) If a landlord's dominant purpose for engaging in conduct described in Section 901(b) is to retaliate against the tenant for conduct described in Section 901(a): . . . (2) the court shall award the tenant an amount equal to [three] months' periodic rent or [triple] the actual damages, whichever is greater, costs, and reasonable attorney's fees. [REVISED FROM 1972 URLTA (Used to be 802)] Adopted: AL, HI, IA, KY, NE, RI, SC, WA. Non-URLTA Similar Law: CA, MD, MA Omitted: CT, KS, MI, MS, VA	Section 1104: Return of Security Deposit and Unearned Rent (g) If the amount of the security deposit and unearned rent that exceeds the amount that the landlord is owed for unpaid rent under the lease is insufficient to reimburse the landlord for damage to the premises caused by the tenant or another individual, other than the landlord or the landlord's agent, the landlord may recover from the tenant actual damages, costs, and reasonable attorney's fees. [NEW TO RURLTA]
Section 1103: Safekeeping of Security Deposits (b) If the landlord willfully fails to comply with subsection (a) [procedures for safekeeping of deposits], the court shall award the tenant actual damages or one month's periodic rent, whichever is greater, costs, and reasonable attorney's fees. [NEW TO RURLTA]	
Section 1104: Return of Security Deposit and Unearned Rent (e) If the landlord fails to comply with subsection (b) or subsection (c), the court may award, as a penalty, an additional \$250 or [two] times the amount recoverable under subsection (d), whichever is greater, costs, and reasonable attorney's fees, provided the court may not award a penalty under this subsection if the landlord's noncompliance with subsection (b) and (c) is limited to the landlord's failure to pay the cost of postage or transmission or to use the proper address. [REVISED SLIGHTLY IN RURLTA] Adopted: IA (prevailing party), MT, NE, NM, RI, SC, VA, WA (prevailing party) Non-URLTA Similar Law: AR, CO, GA, IL, IN, LA, ME, MD, MA Omitted: AL, AZ, CT, HI, KS, KY, MI, MS	