

**PROVISIONS IN THE REVISED URLTA
PERMITTING RECOVERY OF EXEMPLARY DAMAGES***

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

Tenant May Recover	Landlord May Recover
<p>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.</p> <p>Adopted: AL, IA, MI, NE, NM, RI, SC, VA, WA Non-URLTA Similar Law: MD Omitted: AZ, CT, HI, KS, KY, MS</p>	<p>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]</p>
<p>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.</p> <p>Adopted: AL, HI, IA, KY, NE, RI, SC, VA Omitted: AZ, CT, KS, MI, MS, WA</p>	<p>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</p>
<p>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</p>	<p>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]</p>
<p>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]</p>	

<p>Section 702: Landlord and Tenant Remedies for Abuse of Access</p> <p>(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.</p> <p>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</p>	
<p>Section 903. Tenant Remedies for Retaliatory Conduct.</p> <p>(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.</p> <p>[REVISED FROM 1972 URLTA (Used to be 802)]</p> <p>Adopted: AL, HI, IA, KY, NE, RI, SC, WA. Non-URLTA Similar Law: CA, MD, MA Omitted: CT, KS, MI, MS, VA</p>	
<p>Section 1103: Safekeeping of Security Deposits</p> <p>(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.</p> <p>[NEW TO RURLTA]</p>	
<p>Section 1104: Return of Security Deposit and Unearned Rent</p> <p>(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.</p> <p>[REVISED SLIGHTLY IN RURLTA]</p> <p>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</p>	