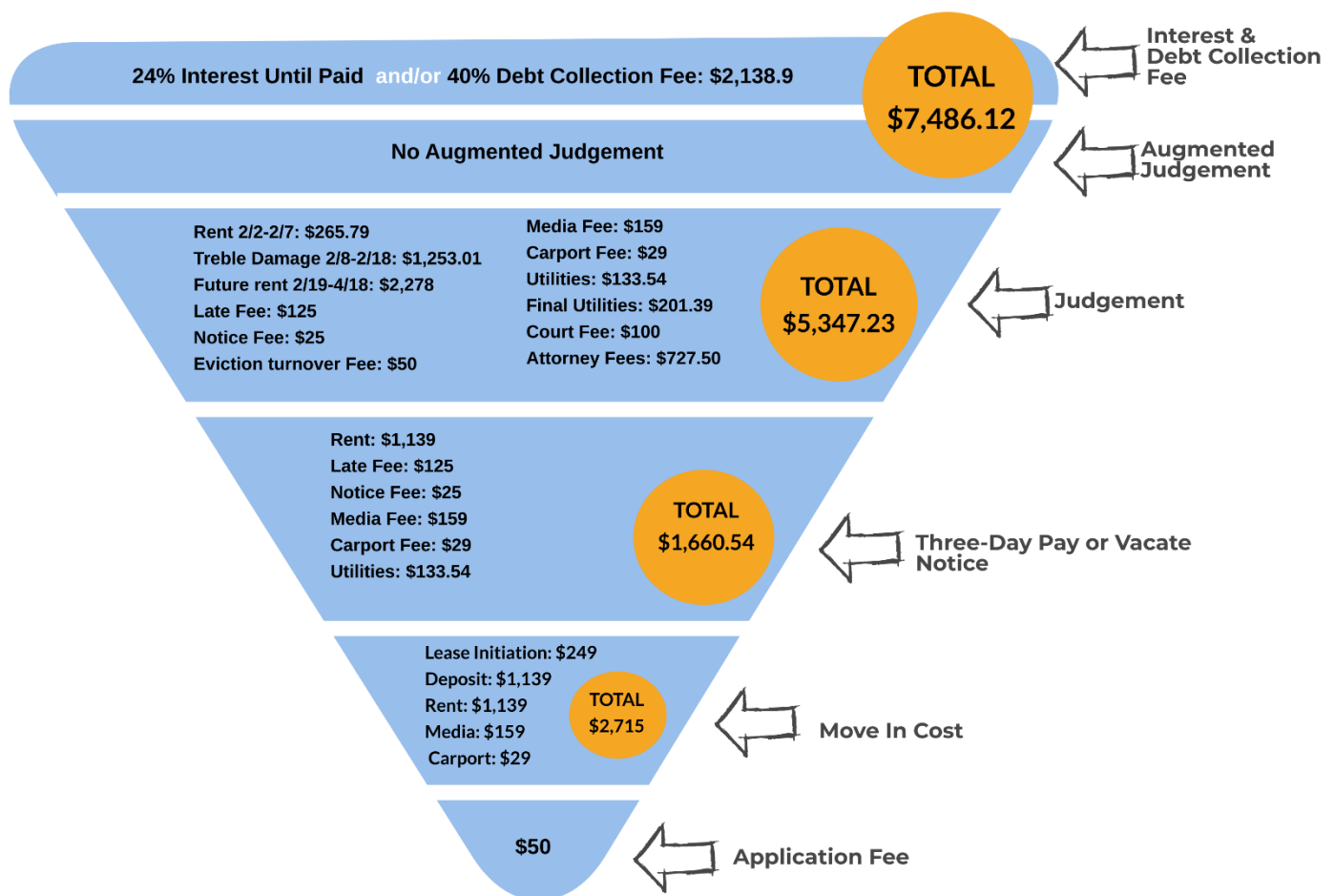


TREBLE DAMAGES IN EVICTION PROCEEDINGS

Treble damages refer to financial compensation awarded by a court to a prevailing plaintiff that are up to three times the actual or compensatory damages. Put more plainly, treble damages are triple the actual cost or agreed upon fee. In some cases of landlord tenant law, this is used if a landlord does not return the deposit per the lease agreement and a tenant can seek financial compensation in the form of triple the amount of the deposit.

In Utah, we often see treble damages applied in a way that negatively impacts the renter in the long term. In eviction cases that rise to the court level, treble damages are sought and awarded on a regular basis. In data from a random but significant sample of all eviction cases filed just this year in Salt Lake County, treble damages have been added to most of them, regardless of circumstances that led to the legal action.

In a case of nonpayment, and evictions for other reasons, this can and does create a situation for families that results in thousands of dollars in debt and prevents them from finding suitable housing in the future, increasing their need for assistance from the state.



Augmented means the attorney goes back to the court and “updates” what the tenant owes because of new information. For example, the tenant moves out and the landlord determines they are responsible for more damages due to cleaning, etc. then they “recalculate” the judgment and update with the new amount based on the 24% or 40% collection fee.