

- A. Rent claimed in the complaint;
- B. Rent accruing after the date of the filing of the complaint;
- C. Late fees accruing in or prior to the month in which the complaint was filed; and
- D. Credit for payments of rent and late fees made by the tenant after the complaint was filed.

(iv) [The] **IN THE CASE OF A RESIDENTIAL TENANCY, THE court may also give judgment in favor of the landlord for the amount of rent and late fees determined to be due together with costs of the suit if the court finds that the residential tenant was personally served with a summons[ , or, in].**

(v) **IN the case of a nonresidential tenancy, IF THE COURT FINDS THAT there was such service of process or submission to the jurisdiction of the court as would support a judgment in contract or tort, THE COURT MAY ALSO GIVE JUDGMENT IN FAVOR OF THE LANDLORD FOR:**

- 1. **THE AMOUNT OF RENT AND LATE FEES DETERMINED TO BE DUE;**
- 2. **COSTS OF THE SUIT; AND**
- 3. **REASONABLE ATTORNEY'S FEES, IF THE LEASE AGREEMENT AUTHORIZES THE LANDLORD TO RECOVER ATTORNEY'S FEES.**

[(v)] (VI) A nonresidential tenant who was not personally served with a summons shall not be subject to personal jurisdiction of the court if that tenant asserts that the appearance is for the purpose of defending an in rem action prior to the time that evidence is taken by the court.

**SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2007.**

**Approved by the Governor, April 24, 2007.**