

747.36 WARRANTIES IN SALES OF DWELLINGS - REMEDIES - CREDIT TO
SELLER FOR REASONABLE RENTAL VALUE.

The (*state number*) issue reads:

"What amount of [money damages] [credit], if any, is the defendant entitled to recover from the plaintiff for the reasonable rental value of (*identify dwelling*) during the plaintiff's occupancy?"

On this issue the burden of proof is on the defendant. This means that the defendant must prove, by the greater weight of the evidence, the reasonable rental value of (*identify dwelling*) during the plaintiff's occupancy. (The defendant is also entitled to recover the loss of use of *his* rentals due to delay in receiving them).¹

Finally, as to this (*state number*) issue on which the defendant has the burden of proof, if you find by the greater weight of the evidence the amount of [money damages] [credit] the defendant is entitled to recover from the plaintiff for the reasonable rental value of (*identify dwelling*) during the plaintiff's occupancy, then it would be your duty to write that amount in the blank space provided.

If, on the other hand, you fail to so find, then it would be your duty to write "Zero" in the blank space provided.

1. *Lumsden v. Lawing*, 107 N.C. App. 493, 504, 421 S.E.2d 594, 601 (1992).