

NORTH CAROLINA
_____ COUNTY

IN THE GENERAL COURT OF JUSTICE
DISTRICT COURT DIVISION
SMALL CLAIMS

_____,)
)
Plaintiff,)
)
v.)
)
_____,)
)
Defendant (Defendant 1))
)
)
_____,)
)
Defendant (Defendant 2))
_____)

COMPLAINT FOR MONEY OWED

1. I am a resident of _____ County.
2. Defendant 1 is a resident of _____ County.
3. Defendant 2 is a resident of _____ County (*if there is not a second Defendant, write "N/A"*).
4. Defendant 1 and Defendant 2 (if there are two defendants) will be referred to together as the "Landlord." If I am only suing one defendant, then that defendant alone will be referred to as the "Landlord."
5. I rent (or rented) the property at _____ (the "Rental Property"), from the Landlord.
6. Defendant 1 has the following relationship with the Rental Property (*check all that apply*):
 - Defendant 1 owns the Rental Property.
 - Defendant 1 is the property manager for the Rental Property.
7. Defendant 2 has the following relationship with the Rental Property (*check all that apply, or leave blank if there is only one Defendant*):
 - Defendant 2 owns the Rental Property.
 - Defendant 2 is the property manager for the Rental Property.

First Claim for Relief: Breach of Implied Warranty of Habitability
(Landlord's Failure to Make Repairs)

8. I reallege the paragraphs above.

9. I moved into the Rental Property on _____.

10. I moved out of the Rental Property on _____ (write "N/A" if you are still living at the property).

11. The rent for the Rental Property is (or was) \$_____ per _____.

12. The Landlord has not complied with his/her obligations as a landlord in the following ways: (check all that apply)

- the Landlord has failed to make all repairs necessary to put and keep the Rental Property in a safe, fit, and habitable condition.
- the Landlord has not kept the common areas in a safe condition.
- the Landlord has failed to keep the Rental Property in compliance with the local housing code.
- the Landlord has not promptly repaired all electrical, plumbing, sanitary, heating, ventilating, air-conditioning or other facilities and appliances that were supplied or required to be supplied.
- Other: _____
_____.

13. The Landlord knew or should have known that the Rental Property needed repairs because: (check all that apply)

- the repairs were needed when I moved in.
- I told the Landlord that repairs were needed.
- I gave the Landlord written notice about needed repairs (written notice can include texts and emails).
- the Landlord was sent a report from a housing inspector from the city or county of:
_____ (a copy of the report is attached.)
- Other: _____.

14. In my opinion, a fair market value (rate of rent) for the Rental Premises is (or was) only _____ per _____ because the Landlord failed to make repairs as required by law.

15. In my opinion if the Rental Premises was in good condition and did not need any repairs, a fair market value (rate of rent) would be _____ per _____.

16. I paid my rent for the Rental Premises to the Landlord from at least _____ to _____.

17. Landlord breached the implied warranty of habitability by doing the things described above, and I was damaged because my use and enjoyment of the Rental Property was lessened by what Landlord did. I am entitled to a refund of some of the rent because of the Landlord's failure to comply with the requirements of section 42-42 of the North Carolina General Statutes. I am entitled to an amount that equals the difference between the fair market value for the Rental Property if it had been in good condition and the fair market value for the Rental Property in its actual condition for each month that I paid rent.

18. I am also entitled to an order that I only have to pay a reduced rent equal to the fair market value of the Rental Property in its actual condition until the repairs that the law requires have been made, or I have moved out of the Rental Property.

19. I am also entitled to damages for out-of-pocket expenses I have had because of the Landlord's failure to comply with the law as described in this Complaint.

Second Claim for Relief: Unfair or Deceptive Acts or Practices (*check box if this claim applies. Otherwise, leave this section blank*).

20. I reallege the paragraphs above.

21. The Landlord has been in the business of renting homes to one or more consumers in _____ County, North Carolina.

22. At all times relevant to this action, Landlord, in the ordinary course of business as the lessor of residential rental property, engaged in acts or practices affecting commerce within the meaning of N.C. Gen. Stat. § 75-1.1.

23. The things the Landlord did that are listed above were unfair or deceptive acts or practices, in violation of N.C.G.S. § 75-1.1, et seq.

24. I was harmed as stated above. I should get triple the amount of my damages.

I am asking the Court for the following:

1. Give me damages for claims.
2. If I asserted a claim for Unfair or Deceptive Acts or Practices above, give me triple the amount of my actual damages (see N.C. Gen. Stat. § 75-1.16.)
3. Reduce my rent to the actual fair market value of the Rental Property until Landlord makes all repairs required by law.
4. Charge the costs of this case to the Landlord.
5. Give me anything else the law may allow.

Signature of Plaintiff

Date

Plaintiff's phone number: _____

Plaintiff's address: _____
