

PLAINTIFF'S CASE

As the landlord is the plaintiff, he (she) (it) has the burden to prove the following three elements by a preponderance of the evidence:

First: That a landlord-tenant relationship has been established;

Second: That such relationship has been terminated; and

Third: That the defendant, tenant, materially breached a provision of that relationship.

A material breach occurs if you find that the tenant did not pay the agreed rent for any period during which the premises were occupied or the tenant remained on the premises after the landlord properly terminated the relationship.

If you find that such a relationship has been established, terminated, and that the defendant has breached its terms, you must further determine the amount of the landlord's damages. These damages will equal the sum of any unpaid rent plus the value of any damage that the tenant may have caused to the landlord's premises over and above "reasonable wear and tear," less the amount of any deposits held by the landlord or other payments

made by, or on behalf of, the tenant. On the other hand, if the landlord has not sustained his (her) (its) burden of proof of either the existence of a landlord-tenant relationship, the tenant's material breach, or monetary damages flowing from such breach, you must find for the tenant.

Note: In many, if not most, summary process trials, the parties will stipulate to the plaintiff's case, which results in a trial on the tenant's various defenses.