HABITABILITY ABATEMENT — BASIS AND COMPUTATION

LEGAL MEASURE

For breach of the implied warranty of habitability (N.C.G.S. § 42-42), North Carolina measures damages as **the difference between the fair rental value of the premises as warranted (habitable) and the fair rental value as unwarranted (with the defects), for the period of the breach**. *Miller v. C.W. Myers Trading Post, Inc.*, 85 N.C. App. 362 (1987); accord *Von Pettis Realty, Inc. v. McKoy*, 135 N.C. App. 206 (1999) (applying the measure, and affirming unfair-and-deceptive-practices liability under § 75-1.1 against a landlord). Special and consequential damages proved are recoverable in addition to this abatement.

THE TWO INPUTS

Fair rental value **as warranted** (the agreed value of the habitable unit — contract base rent)	$2,035 / mo
Period of breach (June 2024 – early 2026)	22 months
Rent for the period (as warranted)	$44,770

DIMINUTION — SUPPORTED BY THE EVIDENCE

The fair rental value **as unwarranted** was substantially reduced by conditions proven in the record: mold throughout the tenancy; heating inoperable for approximately 42 days during a period of 18 days at or below freezing (weather records, Exhibit 4); water intrusion; and more than 40 maintenance work orders left uncured. On this record, the diminution in rental value is approximately **48%** (precisely, the requested $21,378 is 47.75% of the rent for the period).

Abatement = diminution × rent for the period

$21,378 (a 47.75% diminution of $44,770)	**$21,378**
Conservative alternative — $18,711 (a 41.8% diminution)	$18,711

The Court determines the precise percentage on the evidence. **$21,378** is the grounded, evidence-supported figure and Plaintiff's lead request; $18,711 is offered as a conservative floor. Both are diminished-value abatements under *Von Pettis*.

WHERE IT SITS IN THE DAMAGES LADDER (ESCALATING BY PROOF)

Habitability abatement (this sheet)	$21,378
+ consequential (rent step-up $11,600, storage $405, movers $2,500)	$14,505
Grounded compensatory — no less than	**$35,883**
Pleaded catalog relief	up to $99,070
Treble exposure (Ch. 75, upon willfulness)	up to $297,210

BASIS FOR WILLFULNESS (CHAPTER 75)

The treble figure is a pleaded ceiling, not the lead request. It rests on conduct that goes beyond a simple failure to repair:

- **Notice of danger, then refusal to cure.** Defendant notified residents of a shooting on the property (June 2019, *Exhibit 9*) and admitted a storage break-in through an unlocked door (2022, *Exhibit 8*), yet refused to install secure locks when Plaintiff asked.
- **Unsubstantiated allegations used as pressure.** For years Defendant alleged "noise" without ever measuring it against the decibel ordinance it cited — admitting it had "no actual proof" (2017) and that it "do[es] not monitor decibel levels" (2025), while acknowledging real nearby construction (*Exhibit 10*).
- **Retaliatory eviction.** Defendant filed to evict on or about February 9, 2026, during active settlement discussions (N.C.G.S. § 42-37.1).
- **Undisclosed charge increases** across electronically-signed renewals, without a line-by-line walkthrough.

A practice is unfair when it "offends established public policy" or is oppressive (*Marshall v. Miller*, 302 N.C. 539 (1981)) — and N.C.G.S. § 42-37.1 declares this State's public policy against retaliation. Once an unfair practice with resulting damages is found, trebling of those damages follows as of course (*Marshall*); the Supreme Court has allowed Chapter 75 treble recovery for eviction-related misconduct (*Stanley v. Moore*, 339 N.C. 717 (1995)). Whether these acts constitute such a practice is for the Court. Plaintiff's grounded, led request remains **$35,883**.

Prepared by Plaintiff, pro se. Not legal advice. Confirm the citation and its application at the self-help desk or in the courtroom. Figures reconciled across the case damages records. Base rent $2,035 (lease); actual monthly charge to MAA including fees $2,045.33 in 2024, rising to $2,123.95 after the 2025 renewal (bank statements, Exhibit 2). The replacement (110 Frazier) charge likewise includes fees, so the rent step-up compares total-to-total.