

**13-709. Partial taking of leasehold; damages to tenant.**

At the time of the taking, the tenant had a lease on the property for a term ending

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The tenant is entitled to recover money damages for the value of the leasehold loss, which you find to have resulted from the taking. You shall determine any loss as follows: from the fair rental value of the lease property immediately before the taking, subtract the fair rental value of the remaining lease property immediately after the taking. [From the resulting loss of the fair rental value, subtract the reduction in rent provided for in the condemnation clause of the lease.]

[The tenant is also entitled to the value of the loss resulting from the taking or devaluation of the fixtures and improvements which were owned by the tenant.]

Damages for leasehold loss should be discounted to present value as of the date of taking.

**USE NOTE**

This instruction, as indicated by the catchline, is to be used only when an issue is presented by the lessee as to damages caused by the taking to, or in connection with, the remaining property. When this instruction is utilized, it should be used in conjunction with UJI 13-705, which is applicable in determining the amount of compensation to be paid lessee for the property actually taken. In the event that multiple parties, leasing separate properties are involved, the words "each lessee" should be used. In inverse condemnation proceedings, the words "lessee" and "condemning authority" should be reversed since the condemnee is the moving party.