

NORTH CAROLINA TENANTS' RIGHTS

MYTH vs. FACT



MYTH

I don't have to pay rent if my landlord does not fix my property.

FACT

Tenants usually cannot stop paying rent, even if the landlord is not making repairs. Doing so could put you at risk of eviction. **There are only two exceptions:**

1. **Written agreement with the landlord:** If they agree in writing that you can withhold rent or pay for repairs and deduct the costs.
2. **A court order:** If a judge gives you written approval to withhold or reduce rent after a court hearing.

MYTH

Landlords can lock out "bad tenants."

FACT

Landlords cannot legally lock out a tenant and must follow a formal eviction process through the courts, called a "summary ejectment." This means they **cannot change locks, shut off utilities, or otherwise force a tenant out without a court order.**

MYTH

Landlords can evict tenants without following a legal process.

FACT

The only legal way to evict a tenant is for the landlord to go to court and get an eviction order against the tenant and ask the sheriff to schedule the lockout.

MYTH

Landlords are always responsible for all maintenance and repairs.

FACT

Landlords are not always responsible for all maintenance and repairs. Tenants are responsible for damage or neglect caused by their actions and must keep the property in reasonable condition.

MYTH

Landlords can enter their property whenever they like.

FACT

Landlords generally have the right to enter a tenant's housing unit with a valid reason (such as to make or assess the need for repairs) and must usually provide proper notice. Reasonable notice is generally considered to be about 24 hours, and landlords may not conduct surprise visits or inspections.

Notice to enter is not required in emergencies. Landlords can enter to show the property to prospective tenants/buyers with proper notice. Tenants have a right to privacy in their dwelling unit.

MYTH


Landlords can withhold a tenant's security deposit for no reason and with no explanation.

FACT

Landlords can withhold a security deposit only for legally recognized reasons, including:

- Unpaid rent or utility bills
- Damage to the property beyond normal wear and tear
- Costs associated with removing and storing the tenant's property after an eviction
- Costs of re-renting the unit after a breach of the lease
- Court costs related to an eviction case

Landlords cannot withhold for normal wear and tear of the property. They must return the security deposit or remaining balance with an itemized list of deductions within 30 days after the tenant moves out. If damages cannot be determined within 30 days, the landlord must provide an interim accounting within the 30-day timeframe and a final accounting within 60 days.



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EVICCTIONS AND REPAIRS FAQs

Tenants have important rights when it comes to housing, even after a disaster. The Frequently Asked Questions (FAQs) below explain what landlords can and cannot do when it comes to eviction, repairs, and more.

Q. CAN MY LANDLORD LOCK ME OUT?

- A. Landlords must use the court process of summary ejectment to evict tenants.** Self-help eviction is prohibited in residential tenancies and if your landlord threatens to lock you out, terminate utilities, or denies you access to your dwelling, you should contact a legal services organization. (NCGS 42-25.6)

Q. IS MY LANDLORD REQUIRED TO REPAIR DAMAGE?

- A. A landlord's duty to provide fit and habitable housing is not waived simply because the damage was caused by a natural disaster.** (NCGS 42-42) If you continue to lease in the home, the landlord is required to make repairs so that the home is safe, decent, and sanitary. The landlord must do this within a reasonable amount of time. However, the repairs are only legally required if the landlord is aware of the damage.

Make sure you inform the landlord about needed repairs right away and keep a record of the date and your conversation. It is best to make your repair requests in writing, which may include handwritten, email, text message, or social media message.

Q. DO I NEED TO PAY RENT IF MY HOME IS SERIOUSLY DAMAGED?

- A.** In general, North Carolina law **requires tenants to continue paying rent even if the home is damaged**, unless you have an agreement with your landlord or a court order. A tenant may be able to sue the landlord for rent paid beyond the value of the home in its current condition. For this reasons, landlords and tenants should come to an agreement on reduced rent until the home is repaired.

Q. CAN I END MY LEASE DUE TO HOME DAMAGE?

- A.** If your home is damaged to the point that it is not habitable, you may have the right to terminate your lease. **You must notify your landlord in writing** within ten (10) days of the damage of your intent to terminate the lease, unless your lease provides otherwise, and pay rent through the date you end the lease. You should consult with an attorney before terminating your lease! (NCGS 42-12)

Q. CAN MY LANDLORD END MY LEASE?

- A.** At the end of the lease period, your **landlord must give notice to terminate your lease** pursuant to the lease or law (NCGS 42-14), whichever notice period is greater. Remember to check your lease for the term and notice requirements. It is common for leases that had a one-year initial term to renew as "month-to-month," which may only require a week's notice to terminate. If your home is condemned by a city or county housing inspector, you may be required to vacate your home. A landlord does not have the authority to decide that a home is uninhabitable.

Q. WHO IS RESPONSIBLE FOR MY PERSONAL PROPERTY?

- A.** In general, your **landlord is not responsible for damage to your belongings** caused by the natural disaster. You should file a claim with your renters' insurance and/or FEMA. You should also take pictures of all damaged property.