

Common Myths & Misconceptions Among Renters

This guide is for informational purposes. It is not intended as legal advice and is not a substitute for seeking assistance from a qualified attorney. What documents, terms and provisions you need will depend on your individual circumstances. It is always best to consult an attorney for guidance.

MYTH: If my landlord doesn't fix my property, I don't have to pay rent.

Tenants in North Carolina generally cannot withhold rent if their landlord is not making repairs or to address other issues.

There are only two very specific exceptions to this rule where a tenant *might* be able to withhold rent without risking eviction:

- 1. Written agreement with the landlord:** If your landlord gives you written permission to withhold a portion of the rent or to pay for repairs and deduct the cost, then it's permissible.
- 2. Court order:** If a judge or magistrate, after a court hearing, issues a written order authorizing you to withhold or reduce rent, then you can do so.

MYTH: Landlords can lock out "bad tenants."

In NC, landlords cannot legally lock out a tenant. Landlords must follow a formal eviction process, known as *summary ejectment* through the courts. **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.

To evict a tenant in NC, a landlord must start a court case. The landlord must then get a court order against the tenant and ask the sheriff to schedule the lockout. **Going to court and getting an eviction order is the only legal way for a landlord to evict a tenant.**

MYTH: Landlords are always responsible for all maintenance and repairs.

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

MYTH: Landlords can enter their property whenever they like.

In NC, landlords generally have the right to enter a tenant's housing unit.

Landlords must have a valid reason to enter, such as to make repairs or assess the need for repairs.

They must usually provide proper notice. There's no specific state guidance about proper notice, but reasonable notice is generally considered to be 24 hours. 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 or 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.

Landlords can legally 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 from the security deposit or the remaining balance along with an itemized list of deductions within 30 days after the tenant moves out. If the extent of 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.