

Tenants' Rights

Evictions and Repairs

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.

Landlords Must Use Court Process to Evict

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 aid organization immediately. (NCGS 42-25.6)

Landlord's Duty to Repair

If you continue to lease in the home, the landlord is required to make repairs so the home is safe, decent, and sanitary. The landlord must do this within a reasonable 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 that you 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. A landlord's duty to provide fit and habitable housing is not waived simply because the damage was caused by a natural disaster. (NC42-42)

If Your Home is Seriously Damaged

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 reason, landlords and tenants should come to an agreement on reduced rent until the home is repaired.

Tenant's Right to End Lease

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! Please contact a legal aid organization if you have questions. (NCGS 42-12)

Landlords Don't Have the Same Right

At the end of the lease period, your landlord must give notice to terminate your lease pursuant to the lease or law (NCGS 42-12), whichever notice period is greater. Remember to check your lease for the lease 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.

Personal Property

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.