

A RENTAL HOUSING HANDBOOK



CHARLOTTE-MECKLENBURG
COMMUNITY RELATIONS

TABLE OF CONTENTS

- INTRODUCTION..... 1
- FAIR HOUSING LAWS..... 2
- LANDLORD-TENANT LAWS..... 2
 - o North Carolina State Landlord-Tenant Laws..... 2
 - o Property Maintenance Requirements..... 3
 - o City of Charlotte Minimum Housing Code..... 3
 - o What are the Maintenance Requirements of Landlords and Renters?..... 4
- LOOKING FOR A RENTAL HOME..... 5
 - o Where to find available rental units..... 5
 - o Looking at the Property..... 5
 - o What is the Move-in / Move-out Checklist Report?..... 7
- APPLYING TO RENT A HOME..... 8
 - o Application..... 8
 - o Qualifying to Rent..... 9
- LEASES..... 10
 - o Read the entire lease before signing..... 10
 - o Types of Leases..... 11
 - o Important Lease Provisions..... 11
 - o Other Legal Standards..... 13
- DEPOSITS AND FEES..... 14
 - o Application Fee..... 14
 - o Good Faith Deposit..... 14
 - o Security Deposit..... 14
 - o Key Deposit..... 15
 - o Pet Deposits & Fees..... 15
 - o Late Fees..... 16
- MOVING IN..... 16
 - o Paying the rent, deposit and fees..... 16
 - o Get utilities and services turned on..... 16
 - o Who is responsible for the utilities?..... 16
- LIVING IN THE HOME..... 17
 - o Seven Healthy Home Principles..... 17
 - o Mold Hazards in the Home..... 19
 - o Pest Problems in the Home..... 21

- MAINTENANCE AND REPAIRS..... 21
 - o Getting repairs made..... 21
 - o Making improvements to the property (Tenant)..... 22
 - o Rights & Responsibilities of Landlords and Tenants..... 23
 - o What if repairs aren't made by the Landlord?..... 24
- DISPUTE RESOLUTION..... 24
- CODE ENFORCEMENT..... 25
 - o City of Charlotte..... 25
 - o Mecklenburg County..... 26
- MOVING OUT..... 27
 - o Notice to Vacate..... 27
 - o At the end of Lease..... 27
 - o When the Lease has not expired..... 27
 - o Restoring and cleaning the property..... 28
 - o Final inspection of the property..... 28
 - o Disconnecting utilities & services..... 28
- THE EVICTION PROCESS..... 29
 - o No Self-Help Evictions Allowed / Court order Required..... 30
 - o Grounds for Evictions..... 30
 - o No Retaliatory Evictions..... 32
 - o Protection of Domestic Violence victims..... 33
 - o How court papers are served..... 33
 - o Small Claims Court Trial..... 33
 - o Common defenses to eviction cases..... 34
 - o Appeal & District Court trial..... 34
 - o Writ of Eviction & Padlocking..... 35
 - o Disposal of evicted renter's property..... 35
 - o Cost of Eviction..... 35



- AFFIRMATIVE CLAIMS FOR RENT ABATEMENT..... 35
- MOBILE HOME PARKS..... 36
- FAIR HOUSING LAWS & ORDINANCES..... 37
 - o Examples of prohibited acts..... 37
 - o Reasonable modifications..... 37
 - o Reasonable accommodations..... 38
 - o Complaint procedure..... 38
- APPENDIX..... 40
 - o Community Resources
 - o Local Directory
 - Dispute Resolution & Mediation
 - Code Enforcement Agencies
 - Court-Related Contacts
 - Other Local Agencies
 - City of Charlotte Contacts
 - Towns of Mecklenburg County Contacts
 - Definitions of Common Terms





INTRODUCTION

This handbook provides information for renters as well as residential rental property owners and managers in the City of Charlotte and Mecklenburg County. Having access to essential information about state and local maintenance codes, dispute resolution and the code enforcement process, and an understanding of the connections between health and housing, are all key components to healthy rental housing. Many problems that arise in residential rental transactions are related to the rights and responsibilities of the parties involved.

The Charlotte-Mecklenburg Community Relations Department and Legal Aid of North Carolina developed this handbook to provide a comprehensive guide to rental laws and practices for renters and landlords, and public and private service agencies that may use this handbook to inform their clients.

This handbook offers helpful tips and information about ways to ensure rental units and homes are maintained and the legal issues involved with renting property. It is designed to serve as a quick reference about specific topics, rather than a text to be read from cover to cover. Although every effort has been made to provide accurate and up-to-date information in this handbook, some information may become inaccurate as time passes.



This handbook is for general educational use only. It is not a substitute for the advice of an attorney. If you are a tenant and have questions about your legal rights, you should contact an attorney. Legal Aid of North Carolina may be able to assist low income households with legal questions at 1-866-219-LANC (5262).

Great care has been taken to accurately reflect provisions of law in this handbook as of February 2020. No part of this handbook may be reproduced, distributed or transmitted in any form without prior written permission from the City of Charlotte.

FAIR HOUSING LAWS

WHAT ARE FAIR HOUSING LAWS?

Fair housing laws are intended to protect an individual's right to rent, sell, or own housing without the threat of unlawful discrimination. The purpose of these laws is to provide equal opportunities in housing to all. There are several federal, state and local laws that provide fair housing protection. For more information on fair housing laws, including how to report violations in housing practices, refer to the "Fair Housing Laws & Ordinances" section of this handbook.

Discrimination in housing practices based on race, color, national origin, religion, sex, familial status or disability is prohibited by federal, state, and local laws.

LANDLORD TENANT LAWS

WHAT ARE THE LAWS THAT PROTECT THE MAINTENANCE AND CONDITION OF RENTAL PROPERTY?

Both state and local laws protect renters and landlords in Mecklenburg County. These laws are designed to prevent deterioration of the quality of rental property and to promote the health and safety of renters in the home. State and local laws also outline the rights and responsibilities for both landlords and renters.

NORTH CAROLINA LANDLORD-TENANT LAWS (N.C.G.S. 42)

North Carolina State Landlord and Tenant Laws are a part of North Carolina civil law. Civil law, or common law, is generally used to help private citizens, such as landlords and renters, resolve disputes or collect for damages done by the other party. Landlord-tenant laws are generally enforced by landlords and renters. For example, when a landlord seeks to remove a renter for non-payment of rent, or damage to the rental property, they will seek to remove the renter by eviction through civil court. When a renter seeks to enforce landlord maintenance requirements, or settle disputes with the landlord, they can take the landlord to court to settle the dispute.

A good online resource that provides a general overview of North Carolina's Landlord-Tenant Laws is www.nolo.com/legal-encyclopedia/overview-landlord-tenant-laws-north-carolina.html.



PROPERTY MAINTENANCE REQUIREMENTS

The City of Charlotte, as well as unincorporated areas and towns in Mecklenburg County, have rental housing maintenance regulations. Maintenance regulations contain minimum maintenance requirements for residential buildings including rental properties, to ensure safe, clean and habitable living conditions.

CITY OF CHARLOTTE MINIMUM HOUSING CODE

The City of Charlotte has a housing code that states, in detail, requirements for housing to be fit for human habitation. This code applies to all dwellings within the city limits, including mobile homes. Under this Code, the City has the power to require owners of housing to repair and improve their properties to meet the standards specified in the code, or to demolish the property.

These standards regulate the size of rooms, the number of persons permitted for each bedroom (based on size); the amount of light and ventilation required in each room; the number and size of exits; the condition of plumbing, heating, and electrical facilities; the structure of the dwelling; and the maintenance of the property. No owner may occupy or permit another person to occupy any dwelling that does not comply with the Code's minimum standards.

**According to State and Local laws,
there are 13 issues that make a dwelling imminently dangerous:**

- | | |
|---|---|
| <ol style="list-style-type: none">1. Rotted, fire damaged, or insect damaged steps, flooring, or structural supports2. Fire hazard in a chimney that is in use3. Unsafe wiring4. Unsafe ceiling or roof5. No potable water supply6. No operable heating equipment during November through March7. No operable sanitary facilities8. Severe rat infestation where the place of habitation is not impervious to pests9. No operable smoke detector or alarm | <ol style="list-style-type: none">10. No safe, continuous, and unobstructed exit from the interior of the building to the exterior at street or grade level11. No access provided to all rooms within a dwelling unit without passing through a public space12. Any window or door providing access to any dwelling unit or rooming unit lacking an operable lock or the owner failing to provide a change of locks or keys to a new tenant of such dwelling unit or rooming unit13. No operable carbon monoxide detector or alarm |
|---|---|

Further explanation of these conditions is provided in the Code. The entire Code can be reviewed at https://library.municode.com/nc/charlotte/codes/code_of_ordinances.

HOW IT'S USED

Property Maintenance Requirements are enforced through a complaint-driven process. Renters can submit complaints to the local Code Enforcement Office for their jurisdiction. In the City of Charlotte, renters can do this by calling 311. For more phone numbers, see the back of this book.

WHAT ARE THE RESPONSIBILITIES OF LANDLORDS AND RENTERS?

The responsibility for maintaining a clean, safe, and habitable rental is shared by both the landlord and renter. State and local laws protect the rights of both landlords and renters.

LANDLORDS AND TENANTS SHARE MAINTENANCE RESPONSIBILITIES	
LANDLORD	RENTER
<ul style="list-style-type: none">• Comply with all applicable building and housing codes• Keep the property in “fit and habitable” condition, including making repairs once put on notice of the issue• Keep all common areas in a safe condition• Maintain all electrical, plumbing, heating, and other facilities provided or required to be provided by owner in good and safe working order• Provide operable smoking and carbon monoxide detectors at the property• Exterminating rodents and pests if the infested dwelling unit is not reasonably impervious to pests because of code violations	<ul style="list-style-type: none">• Keep the unit in a clean and safe condition• Do not create any unsafe or unsanitary conditions in any common areas• Dispose of trash and garbage in a clean and safe manner• Keep all plumbing fixtures as clean as their condition permits• Exercise reasonable care in using heating equipment, plumbing facilities, and electrical appliances• Do not deliberately or negligently damage, destroy or remove any of owner’s property• Notify the owner or property manager of all needed repairs, in writing if possible<ul style="list-style-type: none">- It is advisable to keep copies of any written repair requests, including texts and emails, given to the landlord.• Tenants are responsible for the cost of damages caused by them, their household members, or their guests• Exterminate any rodents or pests infesting the dwelling unit unless the infestation results from the unit not being reasonably protected against pests because the owner has failed to conform to the housing code



LOOKING FOR A RENTAL HOME

WHERE TO FIND AVAILABLE RENTAL UNITS

There are many places to find available rental listings. Below are several online resources, which often provide the most current listings:

- SocialServe.com. This website allows users to search for available units by housing type, number of bed and bathrooms, rent range, acceptance of vouchers, zip code, proximity to public transit and more.
- NCHousingSearch.org
- ApartmentFinder.com
- ApartmentGuide.com
- ApartmentList.com
- Craigslist.com
- ForRent.com

While online rental listings are usually legitimate, it is important to confirm that the property is owned by the person and/or company that wants to rent it to you before you sign a lease or pay rent.

Another good way to identify available rental properties is to take a trip through the area you want to live and look for **“FOR RENT”** yard signs.

To avoid getting scammed, tenants can check online tax and property records to confirm that the individual offering the property to them is the actual owner. If the potential landlord is someone different than the owner, the tenant may want to speak to the owner to confirm that the property manager is employed by the owner to lease the property.

LOOKING AT THE PROPERTY

Careful inspection of the rental unit prior to signing a rental agreement is the best way for landlords and renters to document its condition. Renters should carefully inspect the rental unit that is offered for rent with the landlord or landlord’s agent before they decide to sign a rental agreement to ensure the rental unit meets basic habitability standards. A move-in / move-out checklist can be a helpful tool to document the conditions of the unit if you decide to sign a lease or rental agreement and move into the unit. When you are viewing a property (before applying and/or signing a lease) here several tips:

- Inspect everything to make sure it works (i.e., windows & locks, doors close tightly, etc.)
- Make notes of any damage to the unit, appliances, and/or furniture (if furnished) prior to moving in. Submit a written, dated repair request with your landlord if you decide to move in.
- Take pictures of the entire property before you move your personal belongings in, and keep these pictures in a safe location, in either digital or paper copy.

- Ask about repairs you think are needed. Generally, it is easier for landlords to make repairs before a tenant moves their belongings into the property.

When touring the rental with the landlord or property manager, the renter will have the chance to see how the potential landlord reacts to any concerns about the condition of the rental and other problems. While renters and landlords may not be able to reach agreement on every concern, how the renter and landlord get along will help both to decide if it is right to rent the unit.

Renters may want to consider the following when touring rental units:

- Cracks or holes in the floor, walls, or ceiling
- Leaks in the bathroom or kitchen fixtures
- Lack of hot water
- Low water pressure
- Toilets not flushing properly
- Damaged / inoperable plumbing fixtures
- Inadequate or damaged lighting
- Insufficient or damaged outlets
- Inadequate heating
- Mold or mildew
- Accumulated dirt and debris in and around the outside of the unit
- Inadequate trash and garbage receptacles
- Signs of deteriorating, chipping, or damaged paint surfaces
- Turn on appliances, lights, faucets, heaters, fans, etc. to ensure they are in good working order

If the renter or landlord finds problems, both should discuss them. If the problems are ones that the law requires the landlord to repair, find out when the landlord intends to make the repairs. If, on the other hand, the landlord is not required by law to make the repairs, the renter should still write down a description of any problems and document them on a move-in / move-out checklist.



WHAT IS THE MOVE-IN/MOVE-OUT CHECKLIST REPORT?

A move-in / move-out checklist is for the protection of both the tenant and the landlord. The checklist helps establish the condition of the rental prior to the renter moving in. It is very important to complete it upon move-in, and to list all damage to the rental, no matter how minor. Renters should keep a copy of the checklist in a safe place, in case a dispute comes up later regarding property damage.

Below is an example of a move-in / move-out checklist:

AREA	MOVE-IN DATE			MOVE- OUT DATE			COMMENTS
	Clean	Dirty	Damage	Clean	Dirty	Damage	
Living Room							
Windows & Window Coverings							
Draperies							
Window Blinds							
Window Shades							
Floors							
Carpet							
Flooring							
Hardwood Floors							
Paint							
Interior Walls							
Ceiling & Trim							



APPLYING TO RENT A HOME OR APARTMENT

APPLICATION: Applying to Rent

Once you've decided to apply for a specific property or unit, here are some questions to ask:

- How much is the rent?
- Are utilities included and if not, what is the average cost of utilities: (examples include electric, water, gas, etc.)?
- What is the application process and how long does it take?
- Is there an application fee?
- What are their application standards and/or requirements? What things do they check?
- When could you move in?
- What are the move-in costs? (deposits, cleaning fees, first month's rent) and when is this due?
- What move-in costs are refundable?
- What is their policy on pets? (only if you're planning on bringing one or getting gone)
- Are there other fees or charges (i.e., pet fee, pool fee)?
- Will the renter or landlord be responsible for keeping up the yard? (if there is one)
- Did the last renters smoke inside the unit, or does the landlord offer smoke-free housing?
- How do you report maintenance requests?
- What is the turn-around time for making repairs?
- Do they have a standard maintenance schedule of times that they will want access to the unit?
- What is the landlord's policy on refunds of damage deposits?

Here are some additional tips:

- Landlords may require application fees, good faith deposits, and/or security deposits when the application is submitted.
- Put any oral/verbal agreements about repairs, or anything else, in writing on the application.
- **Be sure to look at the exact unit that you are considering renting, not just a model unit. If the exact unit is not available for you to view, then arrange a time to see it before signing/completing any lease agreement. Do not rent a unit that you have never seen.**
- Read the application before signing it; make sure that all information is accurate, including the information that you provide.
- Providing inaccurate or untruthful information on an application could be considered a breach of lease if and/or when discovered.

There are no rent control laws in North Carolina. This means that the rent amount depends on supply and demand. Sometimes landlords make special offers to rent vacant units. Always ask if special offers are available and when the offers expire so that you can take advantage of these if you decide to apply.

QUALIFICATIONS: Qualifying to Rent

Landlords will generally conduct background checks when deciding whether to offer to rent the property to a prospective tenant. Examples of the things landlord's often review are in the below table.

Typical Background Check	Why This is Important
Income and Employment Record	Landlords consider your income to determine if you make enough money to pay the rent each month. A good rule of thumb is that landlords often expect renter's monthly income to be 3 to 4 times the monthly rent charged, or that rent cannot exceed 25% of the monthly income. Often, a landlord will ask you to provide proof of income.
Credit Record	Landlords will consider your credit history including if you owe money to anyone.
Rental Record	Tenant rental records are often considered by landlords when deciding to rent their unit to you, including if you have ever been evicted, or owe money to prior landlords.
Criminal Record	Landlords often look at criminal records (arrests, charges, conviction) when making decisions to rent their property. If you have a criminal background, consider exploring expungement by contacting an attorney.

Requirements for an applicant to qualify to rent may differ from landlord to landlord. Some landlords use third-party agencies to check backgrounds. If an agency rejects an applicant, the applicant can request to see the report provided to the landlord.



LEASES

A lease (also known as a rental agreement) is a legally binding contract/agreement between a tenant and the owner/landlord/property manager of a property for rent for a specified length of time. Generally, the lease will determine both landlord's and tenant's rights and responsibilities.

While various laws provide basic protection for both landlords and renters even when no lease is used, **a signed written agreement is highly recommended** and will typically provide very important additional protections and more clarity about rights and responsibilities for both parties.

Rental agreements provide a list of all the rules and regulations, along with the terms and conditions concerning the renter's use of the rental unit. The rental agreement often includes language about the amount of rent, the date rent is due, where the rent should be paid, and any other rules that apply to using the rental unit. Rental agreements may also provide more specific information about each party's responsibility for maintaining the property, and as such, are important to read and understand fully before signing. Renters who have limited English proficiency should not sign a rental agreement until they have either read a translated version or have had a competent bilingual person read a translation to them.

READ THE ENTIRE LEASE BEFORE SIGNING

If it is written, always read the lease before signing it. If you do not understand a part of the lease, ask for an explanation in terms you understand. **Do not hesitate to ask questions before signing.** You will be required by law to do whatever the lease says after you sign it (provided it is not against state or federal laws). **Do not sign a lease with any blank spaces.** Make sure all the information required by the lease is written in before signing it, especially:

- The amount of rent
- The security deposit amount
- The exact dates of the lease term

If some of the blanks do not require information, strike through them before signing the lease.

If there is a written lease, put all additional terms or promises in writing. The landlord and tenant can write these in on the printed lease and initial next to them. Courts will not enforce verbal agreements that contradict a written lease without additional consideration.



TYPES OF LEASES

A lease can be either written or verbal/oral. Written leases are recommended to prevent any misunderstandings between the parties regarding the agreement. A verbal/oral lease is just as enforceable as a written lease, but it is more difficult to prove who is correct if the parties disagree about something later. **A lease must be in writing if the initial lease period is for three or more years.**

It is strongly recommended that all terms of a lease be put in writing and signed by all parties so there is no misunderstanding of what the lease provides.

Oral lease agreements are harder to prove.

TYPES OF LEASES FOR TENANCIES

The lease creates a tenancy, a legal right to occupy a dwelling, and describes the types of tenancy it creates. There are two types of tenancies:

- Periodic tenancies automatically renew week-to-week, month-to-month, or year-to-year as indicated by the lease.
- Term tenancies start and end on specific dates listed in the lease. Depending on the lease, the tenancy may or may not be renewable.

IMPORTANT LEASE PROVISIONS

When reading through a lease, these are some of the important provisions to check over/review:

- Rent – States rental amount, due date, and how/where it can be paid.
- Parties – Describes who the tenant(s) and owner(s) are.
 - Tenant and any occupants. Prior written consent may be needed before additional occupants can start living at the premises. Otherwise, having unauthorized occupants could be a lease violation.
 - Owner and/or owner's authorized agent (like property management company). The owner of the property does not have to be named in the lease if the owner's duly authorized agent is named.
- Property Address -- or other clear description of property being rented.

- Late Fee – States late fee amount and when this can be charged.
- Other Fees – Description and amount of any additional fees regularly charged with the rent (examples: trash fees, administrative fees, parking fees, pet fees).
- Security Deposit – States if this is charged, how much, and where the owner holds it during the tenancy.
- Initial Lease Term – States the start date and either an end date (for a term tenancy) or the tenancy renewal period (for periodic tenancy).
- Breach of Lease – States what actions and inactions constitute violations of the lease by either party.
 - A landlord may only evict a tenant for a breach of lease if the lease has a forfeiture provision that allows the landlord to retake possession if the provision is broken.
- Notice of eviction – States if and how much notice the landlord must provide to the tenant before starting an eviction court case.
- Renewal – States whether the lease will automatically renew at the end of the initial period or if a new written lease is necessary.
 - If a lease renews, all terms of the written lease will continue to apply unless the parties amend the terms by words or actions.
 - If one party gives notice of a change in the lease at the end of the initial term (like a rent increase), the other party has the option of accepting the renewal under the new terms or withdrawing at no penalty from the lease at the end of the initial term.
 - A tenant has no right to a lease renewal unless there is a provision in the lease. However, if the landlord keeps accepting rent from tenant after the lease ends, a new lease is created by operation of law.
- Withdrawal Penalties – States what penalties a tenant would face if he moves out of the property before the end of the initial lease term.
 - A tenant may be responsible for the rent during the entire initial period of the lease even if he moves out.
 - If a tenant informs the landlord that he is moving out early, the landlord must make a good faith effort to mitigate his damages and lease the property to a new tenant.
 - Victims of domestic violence have additional protections under federal and state law that may allow them to move out of property before the end of a lease without penalty.
- Property Inspection Notice (to Enter) – States how much advance notice the landlord must provide before coming in to inspect and/or repair the property. Even if this provision is not

included in the lease expressly, the landlord still has a right to enter the property with reasonable notice to tenant.

OTHER LEGAL STANDARDS

When the lease is silent or does not cover a specific issue, the following can provide guidance as to what is valid:

- N.C. General Statutes, Chapter 42 – This is the landlord-tenant law for North Carolina.
- Court Decisions – State and federal courts may interpret the meaning of landlord-tenant laws and of lease provisions.
- Local Housing or Building Codes – The landlord is responsible for maintaining the property in accordance with the local ordinances whether the lease says this or not.
- Agreements between landlord and tenant other than lease.
- Conduct of the parties over time – Unspoken agreements may bind landlord and tenant if the agreement amounts to acceptance of conduct or habitual practice over time.



DEPOSITS & FEES

APPLICATION FEE

An application fee is usually charged when a prospective tenant completes an application to rent housing. It covers the cost of the landlord receiving and reviewing the application to determine if you are qualified for the housing. It is non-refundable whether or not the application is approved.

GOOD FAITH DEPOSIT

Some landlords require a good faith deposit at the time of application to guarantee that you will accept the property if your application is approved. This protects the landlord who is holding the property for you and rejecting other prospective tenants in the meantime. Sometimes this is converted into the security deposit once a tenant's application is approved. If an applicant decides not to rent the property, a landlord may keep any part of the good faith deposit to the extent that the landlord experiences actual damages (like loss of rental income) from holding the property for that applicant. The good faith deposit is generally refundable if the applicant does not qualify for the property.

SECURITY DEPOSIT

A security deposit is a refundable amount of money paid before move-in to protect the landlord from loss/damage due to a renter's actions. Under North Carolina law, the maximum that a landlord can charge for a security deposit depends on the length of the lease:

- Week-to-week lease → two weeks' rent
- Month-to-month lease → 1.5 months' rent
- Leases longer than monthly → two months' rent

The owner must inform the tenant in writing, within thirty (30) days of the lease beginning, of where the security deposit is being held. The deposit must be held in a licensed, insured bank or savings institution in North Carolina.

Security deposit(s) cannot be used until the tenant moves out. The deposit can be used on the following:

- Outstanding balance for rent non-payment and court costs for collection or eviction
- Repairs for actual damages to property beyond normal wear and tear of the property
- Costs for removal and storage of tenant's property after he has been evicted

Within thirty (30) days of the tenant's move out and return of keys, the landlord must either return the security deposit or provide an itemized statement of charges made against the deposit. Any remaining portion of the deposit must be returned to the tenant. If the landlord needs additional time to assess the charges, he can provide an interim statement and must provide a final statement within sixty (60) days of move-out.

A forwarding address must be provided to the landlord for the security deposit to be returned. This forwarding address does not have to be your new address; it can be a physical address or a post office box. If no forwarding address is provided, the landlord must hold the deposit for thirty (30) days after move-out and then the landlord may use it as permitted by law.

If the landlord does not give the deposit back (refund deposit) or provide an itemized statement of charges, a tenant can request this in writing. If the owner fails to account for and/or return the security deposit, a tenant can sue the owner in small claims court to require him to do so. Also, if the tenant disagrees with the charges made against the security deposit and cannot resolve this with the landlord, the tenant can sue the owner in small claims court for a decision on the dispute.

If a tenant's outstanding balance or damage done to the property exceeds the security deposit amount, the tenant may be liable for additional amount.

If the rental property is sold while a tenant is living there, within thirty (30) days the owner must either (1) return the security deposit to the tenant; or (2) transfer the security deposit to the new owner and let the tenant know. If the deposit is transferred, the new owner has thirty (30) days to let the tenant know the location of the security deposit.

KEY DEPOSIT

Some landlords designate a specific part of the security deposit to guarantee the return of the keys when you move out, called a "key deposit". This deposit is refundable when the tenant returns the keys.

PET DEPOSITS & FEES

State law permits "reasonable" and "non-refundable" pet fees. "Reasonable" is not defined by law and may be due with each rental payment (monthly).

State law permits a pet deposit in addition to the security deposit that is refundable upon move out; this is additional to cover potential damages caused by the pet.

Under Fair Housing laws, a landlord cannot charge a tenant with a service animal necessary to assist with a disability with pet deposits or pet fees.

For more information on these laws, including how to report violations in housing practices, refer to the “Fair Housing Laws & Ordinances” section of this handbook.

LATE FEES

State law permits landlord to charge a late fee under three (3) conditions:

- The fee is stated in the lease
- Late fee can only be charged after the 5th of the month
- Late fee cannot exceed 5% of the tenant’s rent (or portion of the rent if tenant is subsidized)

MOVING IN

PAYING THE RENT, DEPOSIT & FEES

Normally, payment of the security deposit and first month’s rent are required at the time that a tenant signs the lease. Sometimes, there are other deposits and fees that are also required at that time. Always ask before signing the lease about all the charges required as a tenant. Keep ALL receipts -showing the date and purpose of all payments made to your landlord in case a dispute comes up later.

GET UTILITIES & SERVICES TURNED ON

Before signing a lease, ask the landlord what utilities you will be responsible for putting in your name. For these utilities, contact the service provider to arrange for the service to be turned on based on your move-in date. Some services require a deposit and/or a turn-on charge. The deposit is due prior to services being connected. Examples of utilities include:

- Water & Sewer – Charlotte Water
- Electricity – Duke Energy
- Gas – Piedmont Natural Gas
- Cable – Spectrum, AT&T, or Google, etc.

WHO IS RESPONSIBLE FOR THE UTILITIES?

The rental agreement will often include details outlining who is responsible for paying utilities and other essential services. Whichever party is responsible for the utilities must keep current with the payments to ensure that utility service is not interrupted and the unit remains habitable.

When touring the rental unit before the decision is made to rent, tenants are encouraged to ask who is responsible for paying the various utilities and other services, and who controls the internal temperature of the rental unit.

LIVING IN THE HOME

Both renters and landlords should take responsibility to make sure that rentals are safe, clean, and habitable. Working together, landlords and renters can maintain a healthy living environment in the rental unit by following a few simple steps. See “What are the responsibilities of Landlords and Renters” section of this book for more information.

Renters should:

- Take reasonable care of the rental unit
- Take responsibility for damage to the rental unit caused by themselves and their guests
- Work with the landlord to address any habitability issues in the rental unit by reporting damage and repair needs to the landlord or property manager in a timely manner

Landlords should:

- Ensure rental units are adequately maintained while occupied by renters to ensure that they are habitable
- Work with renters in good faith to address issues and repair requests

SEVEN HEALTHY HOME PRINCIPLES

Fortunately, there are some simple ways to help make your home a healthier place for you and your family. By following the Seven Healthy Home Principles below, you can help make your home a healthier place to live in.

Landlords and Renters who want to maintain healthy rental units should consider the following:

1. **Keep Your Home Dry.** Moisture creates a favorable environment for mites, rodents, molds and roaches, all of which are associated with asthma.
2. **Keep Your Home Clean.** Clean homes help ensure that people are not exposed to contaminants and chemicals, and that pests don't have food, water, and a place to live.
3. **Keep Your Home Pest-Free.** Studies show a causal relationship between exposure to mice and roaches and asthma episodes in children.
4. **Keep Your Home Safe.** Many injuries can occur in the home. Falls are the most frequent cause of residential injuries to children and older adults, followed by injuries from objects in the home, burns, and poisonings to children.
5. **Keep Your Home Contaminant-Free.** Chemical exposures, including second-hand smoke and carbon monoxide, are far higher indoors than outdoors.
6. **Keep Your Home Ventilated.** Studies show that increasing the fresh air supply in a home improves respiratory health.
7. **Keep Your Home Maintained.** Poorly-maintained homes are at risk for moisture, pests and accidental injury.

Below are some practical examples of the ways that Renters and Landlords can work together to apply the seven healthy home principles:

KEEP IT...	LANDLORD	RENTER
1. DRY	<ul style="list-style-type: none"> • Prevent water from entering the rental through leaks in the roofing systems and exterior walls and foundations • Check the interior plumbing for any leaks 	<ul style="list-style-type: none"> • Mop up spills quickly, and alert the landlord of any condition that regularly results in pooled water anywhere in or under the home such as leaking plumbing or leaking roofs • Close shower curtains or doors as appropriate
2. CLEAN	<ul style="list-style-type: none"> • Provide clean and sanitary premises at the time of move-in and inspect periodically to ensure the rental is maintained in similar conditions 	<ul style="list-style-type: none"> • Control dust and dirt buildup by cleaning all surfaces and take steps to reduce clutter regularly • Clean cooking grease from surface to reduce fire hazards
3. SAFE	<ul style="list-style-type: none"> • Install working smoke detectors, including in and near sleeping areas • Make sure that there are no structural problems that can lead to falls or injury • Ensure safety of electrical systems • Regularly check unit for gas leaks 	<ul style="list-style-type: none"> • Check smoke detectors every six months to ensure they are working properly and replace batteries if necessary • Do not block access to primary or secondary exits or add any type of device that would require a person to have keys or special knowledge in order to be able to exit quickly in case of fire
4. WELL VENTILATED	<ul style="list-style-type: none"> • Ensure that exhaust fans and/or windows are in good working order 	<ul style="list-style-type: none"> • Use exhaust fans when present to ventilate bathrooms and kitchens from excess moisture from bathing and cooking, or open windows to release excess moisture when fans are not present • Do not place furniture directly against walls
5. PEST-FREE	<ul style="list-style-type: none"> • Maintain functioning, leak-free plumbing and sewage; provide sanitary unit at beginning of tenancy • Keep soil, yard debris, and other organic matter at least six inches from any wood siding • Ensure garbage is collected regularly and dumpster areas are kept clean • Unit is clean and pest-free at time of rental 	<ul style="list-style-type: none"> • Food should be stored in pest-resistant containers • Keep kitchen and bathroom areas clean and dry • Deposit garbage into proper receptacles on a regular basis • Do not allow yard debris, soil, scrap wood or any other organic matter to be placed within six inches of the exterior siding • Contact management as soon as you see pests
6. CONTAMINANT-FREE	<ul style="list-style-type: none"> • Contaminants such as lead paint can cause many health-related problems. Steps should be taken to reduce all lead-related hazards in pre-1978 homes by fixing chipping or deteriorating paint • Consider using toxin-free cleaners or chemicals when available 	<ul style="list-style-type: none"> • Routinely clean the rental with a damp cloth to keep lead dust particles from collecting on floors or other surfaces
7. WELL MAINTAINED	<ul style="list-style-type: none"> • Routinely inspect the rental unit to ensure that it is safe, healthy, and habitable 	<ul style="list-style-type: none"> • Notify the landlord when repair issues arise even if they are minor so that they do not become large repairs and problems in the future • Ensure that household members and all guests cause no damage beyond routine wear and tear

MOLD HAZARDS IN THE HOME

Excess moisture in the home is the leading cause of many mold problems. As long as moisture is present, mold can grow on any substance, including wood, paper, carpet, and food. The color of mold is not important.

WHERE DOES MOLD COME FROM?

Molds are part of the natural environment. Mold may begin growing indoors when mold spores land on wet surfaces. There are many types of mold; none of them will grow without water or moisture.

CAN MOLD CAUSE HEALTH PROBLEMS?

Molds have the potential to cause health problems. Molds produce allergens (substances that can cause allergic reactions), irritants, and in some cases, potentially toxic substances. Inhaling or touching mold or mold spores may cause allergic reactions for some individuals. Allergic responses include hay fever-type symptoms, such as sneezing, runny nose, red eyes, and skin rash.

The key to mold control is moisture control. It is important to dry water-damaged areas and items within 24-48 hours to prevent mold growth. Mold spores will not grow if moisture is not present. Indoor mold growth can and should be prevented or controlled by managing moisture indoors. If there is mold growth in your home, you must clean up the mold and reduce the moisture in your home.



LANDLORDS AND TENANTS CAN SOLVE MOISTURE PROBLEMS IN THE RENTAL

Below are a number of things that landlords and tenants can do to solve moisture problems and prevent mold:

LANDLORD	RENTER
Regularly inspect the rental and repair leaks from the roof, plumbing fixtures, or any other areas	Communicate to the landlord about leaks from the roof, plumbing fixtures, or other areas immediately
Regularly clean gutters if present	Maintain inside temperature in the rental at least 68 degrees Fahrenheit
Install and maintain adequate drainage system to transport water away from the building or house	Maintain air space between furniture, beds, or shelving that is placed near walls. Open closet doors for periods of time to allow heat and air flow
Ensure that present exhaust fans and windows in the rental are in proper working order, and that fans are well ventilated to the outside of the property	Use all exhaust fans when present, or open a window when bathing, showering, cooking, or during other activities that create excessive moisture

Mold testing is not conducted by the City of Charlotte or Mecklenburg County, and mold is not a violation of the City of Charlotte minimum housing code. A Code Enforcement inspector can inspect a dwelling for any underlying causal factors that may contribute to mold, such as leaking roofs or leaking plumbing that are code violations. If you suspect you have mold growth, inform your landlord before contacting code enforcement. If your landlord is not properly responding or fails to address the cause of the mold, Code Enforcement can inspect the dwelling for any underlying code violations, such as a leaking roof or plumbing leak. Call 311 to initiate a tenant code complaint.

For those needing more information on preventing mold, check out the U.S. Environmental Protection Agency’s guide at www.epa.gov/mold.



PEST PROBLEMS IN THE HOME

Some common pests that create sanitation and health problems in the home are roaches, mice, and dust mites. Pests can be attracted by the presence of moisture and food sources. All pests need access to food and water to survive. By removing access to food and water sources, renters and landlords can prevent or decrease pest problems dramatically.

By working together, landlords and tenants can effectively manage a variety of pest problems.

LANDLORD	RENTER
Seal cracks where roaches and other pests may hide or get into the house or apartment	Store food in tightly sealed containers. Remove open pet food containers shortly after the pet has finished eating.
Fix plumbing leaks and drips	Vacuum rugs and carpet frequently and clean up crumbs and spills right away.
Ensure that the rental or apartment complex has adequate garbage pick-up service.	Remove garbage from the rental on a regular basis and place in approved garbage containers.
Landlords should use professional exterminators and respond quickly to infestation reports from renters.	Renters should report infestations immediately to landlord.

MAINTENANCE AND REPAIRS

GETTING REPAIRS MADE

Eventually, even the best-maintained rental units will need maintenance. Some problems can start small but create a lot of damage if not fixed promptly. Taking care of repair issues right away ensures that they do not become larger problems over time. Renters have the responsibility to notify landlords about repair issues in a timely manner, while landlords have the responsibility of maintaining safe, healthy, and habitable homes.

Renters play an important role in helping to preserve the habitability of rentals. Start by picking up the phone and calling and making a request to your landlord. It is a good idea to confirm your oral request in writing as well, and keep a copy for your records. If calling doesn't work, or you have any concerns about the likelihood of there being tension or disagreement between you and your landlord, then a written notice is strongly recommended that outlines a reasonable amount of time in which you would like the repair to be completed. Include details about how long the problem has existed. If reasonable efforts to resolve the problem by contacting the landlord are not working, the renter may request mediation / dispute resolution services from the City of Charlotte Community Relations department by calling 704-336-2424, or choose to file a complaint with Code Enforcement by calling 311.

Renters SHOULD NOT withhold rent because of repairs not being made unless advised to do so by an attorney who practices landlord tenant law.

MAKING IMPROVEMENTS TO PROPERTY

As a renter, you must get permission from the owner/property manager **BEFORE** making changes/improvements to the property.

Tenants are not responsible for making improvements to a rental property. However, if a tenant wants to make an improvement/change to a rental property, the tenant must first ask and obtain permission from the landlord. Improvements can include installing fixtures or hanging wallpaper.

Any improvements/changes made by the tenant, even with landlord/owner's permission, are at the tenant's expense. Improvements/changes may be considered permanent and become property of the landlord, so the tenant may not be able to remove them when the tenant leaves. Additionally, if a tenant makes improvements/changes without the owner's permission, tenant may be required to restore the property to its original condition, all at the tenant's expense.



RENTAL PROPERTY RIGHTS & RESPONSIBILITIES OF OWNER AND TENANT

RIGHTS	
OWNER	TENANT
<ul style="list-style-type: none"> • Right to evict a tenant if tenant has damaged the property when the lease allows the landlord to terminate the lease for that reason • Right to recover the cost of necessary repairs if the tenant has damaged the property • Right to inspect and make repairs to property • Right to show the rental property at reasonable times and in a reasonable manner • Right to have the property returned in the same condition it was in when the tenant took possession, except for ordinary wear and tear 	<ul style="list-style-type: none"> • Right to notify the appropriate agency of repair problems if unaddressed by the landlord • Right to file a claim in court to require a landlord to fulfill his obligations to repair the property under the law • Right to file a claim in court to request compensation for rent abatement (the time the renter was forced to live in substandard conditions) and for any damage to renter's personal property by the repair issues • Right to have the security deposit returned after tenant has vacated the property in compliance with state law
RESPONSIBILITIES	
OWNER	TENANT
<ul style="list-style-type: none"> • Comply with all applicable building and housing codes • Keep the property in "fit and habitable" condition, including making repairs once put on notice of the issue • Keep all common areas in a safe condition • Maintain all electrical, plumbing, heating, and other facilities provided or required to be provided by owner in good and safe working order • Provide operable smoking and carbon monoxide detectors at the property • Exterminating rodents and pests if the infested dwelling unit is not reasonably impervious to pests because of code violations 	<ul style="list-style-type: none"> • Keep the unit in a clean and safe condition • Do not create any unsafe or unsanitary conditions in any common areas • Dispose of trash and garbage in a clean and safe manner • Keep all plumbing fixtures as clean as their condition permits • Exercise reasonable care in using heating equipment, plumbing facilities, and electrical appliances • Do not deliberately or negligently damage, destroy or remove any of owner's property • Notify the owner or property manager of all needed repairs, in writing if possible <ul style="list-style-type: none"> -It is advisable to keep copies of any written repair requests (including texts and emails) given to the landlord for one's records. • Tenants are responsible for the cost of damages caused by them, their household members, or their guest

WHAT IF REPAIRS AREN'T MADE BY THE LANDLORD?

If the landlord doesn't make requested repairs, without a good reason, the tenant may have one of several remedies, depending on the seriousness of the repair issues, including:

- Mediation or other dispute resolution services (see below)
- Reporting a complaint to the local code enforcement office (see below)
- Seeking competent legal advice

First, renters should always document the problem with a letter or notice to the landlord. The letter or notice should include details about how long the problem has existed. Second, renters should always keep copies of all letters or written requests.

If reasonable efforts to resolve the problem by contacting the landlord are not working, the renter may choose to work with a mediator, or file a complaint with the local code enforcement office.

Renters **SHOULD NOT** withhold rent because of repairs not being made unless advised to do so by an attorney who practices landlord and tenant law.

DISPUTE RESOLUTION

HOW TO RESOLVE CONFLICTS BETWEEN LANDLORDS AND TENANTS

Sometimes conflicts arise between landlords and renters and/or neighbors. It might be a landlord who seems reluctant to make repairs, a renter whose household members or guests are causing excessive wear or damage, and it might be a misunderstanding of one or both roles as well.

COMMUNICATION IS KEY

For the most part, good communication between the landlord and renter is the key to avoiding and resolving problems. When the landlord or renter has a problem with the rental unit, it is often best to talk with each other before taking action. When landlords and renters discuss problems with each other, they can often prevent little problems from becoming bigger ones.

WHAT TO DO WHEN BASIC COMMUNICATION STEPS FAIL

When good-faith communication and basic communication attempts don't get the job done, then both the landlord and renter may want to consider help from a third party. Before going to court or calling a government inspector, landlords and renters should consider an alternate dispute resolution option such as mediation. When successful, mediation can save both parties time and legal expenses.

MEDIATION: ALTERNATIVE DISPUTE RESOLUTION

Mediation involves assistance from an impartial third person, called a mediator, who helps the landlord and renter reach a voluntary agreement

on how to settle a variety of disputes. Mediation is often an informational process in which a mediator meets with both parties and works with them to come to an agreement that they both find satisfactory. A good mediator will be familiar with landlord-tenant law, can often act as a buffer between both parties, and may be able to help put an agreement in writing that is satisfactory for both parties. It should be noted that most mediators do not normally make binding decisions for each party.

CHARLOTTE-MECKLENBURG COMMUNITY RELATIONS LANDLORD TENANT MEDIATION

Since 1983, the City's Community Relations department has been providing mediation services to Charlotte-Mecklenburg residents. They receive between 1,200 and 1,500 referrals for mediation services each year. Through the utilization of trained volunteer mediators, the program has a 90 percent resolution rate. To learn more about mediation, or to schedule a session, call 704-336-2903.

CODE ENFORCEMENT

CITY OF CHARLOTTE CODE ENFORCEMENT

The City of Charlotte's Housing Code (Chapter 11) is enforced by the Code Enforcement Division of Housing & Neighborhood Services. Housing inspectors have the power to investigate complaints of code violations, to inspect housing, to examine witnesses, and to receive evidence to determine whether a dwelling is fit for human habitation.

If conditions in your Charlotte home are creating safety, health, or sanitation hazards and are not being repaired by the landlord, you may make a complaint to the City of Charlotte's Code Enforcement Division. Contact 311 to submit a tenant code complaint.

TIP: When calling, be prepared to provide the following information:

- Your name, address and phone number,
- The problem(s) with your dwelling unit, and
- The exact address of the property.

When Code Enforcement receives a complaint or request for an inspection on a property located in the City of Charlotte, an inspector will investigate the complaint. The inspector will contact the tenant to schedule an inspection. Maintenance conditions that require immediate attention often include: broken wiring or fixtures, leaking plumbing pipes, damaged walls or flooring, missing or non-functional smoke detectors, unsanitary conditions or signs of pests, broken doors and door hardware, heating problems (winter months), or similar conditions.

If a preliminary inspection by a housing inspector indicates a basis for a complaint, all interested parties (owner, tenant, etc.) will be notified of the complaint and a hearing will be held within 30 days. The property owner may correct the violation, or file an answer to the complaint and appear, or be represented, at the hearing.

After the hearing, the inspector will state in writing his/her findings and determine whether a violation has occurred and if so, whether the housing is “deteriorated” or “dilapidated”.

- Deteriorated housing can be repaired to meet minimum standards at a cost of 65% or less of its physical value.
- Dilapidated housing cannot be repaired at a cost of 65% or less of its physical value.

If the property is deteriorated, an owner will be ordered to repair the property within 30 days. If it is dilapidated, an owner will be ordered to remove or demolish the property within 30 days. If an owner is making efforts to repair the structure, then extensions may be granted. Failure or refusal of an owner to comply with any duly made and served order is a violation of the law. Generally, the city will assess a civil penalty of \$100 per day until the structure is brought into compliance. Note that these fines are assessed to the property owner, not to the tenant.

The order to repair or demolish a structure may be appealed by any person aggrieved thereby within ten days of the decision by filing a notice of appeal with the Housing Appeals Board. An appeal of the decision made by the Housing Appeals Board may be made to Superior Court.

MECKLENBURG COUNTY CODE ENFORCEMENT

The Housing Code of Mecklenburg County provides similar guidelines for areas within Mecklenburg County but outside the City of Charlotte, including the six incorporated towns. There is a similar hearing and appeal process for violations found by County housing inspectors.

Three ways to report a code violation in Mecklenburg County:

- Call 980-314-2633, option 1, then 1
- Visit 2145 Suttle Avenue, Charlotte NC 28208
- Email code.enforcement@mecklenburgcountync.gov



MOVING OUT

NOTICE TO VACATE

If a lease requires a notice to end or not renew the lease, the party seeking to stop the lease must give proper notice.

For periodic leases, if there is no written lease provision regarding notice or if the lease was verbal, state law requires the following notice periods:

- Week-to-week lease → two days
- Month-to-month lease → seven days
- Year-to-year lease → one month
- Mobile home lot lease → 60 days minimum

Notice must be effective for the last day of the last full rental period desired. For example, a notice to terminate a month-to-month lease must be given at least 7 days ahead of time and must end the tenancy on the last day of the month.

If a landlord does not give proper notice, a renter may be allowed to pay rent and continue to stay in the property for the next period.

Tenants are responsible for paying the rent through the end of the period for which notice is given. If a tenant does not give proper notice, the tenant may be required to pay rent through the next period.

While not required by law, it is recommended to provide notice in writing and give the vacate date.

AT THE END OF LEASE

If there is a verbal or written lease to rent the property for a specific time period (ending on a specific date), there is no legal requirement for either party to provide a notice to terminate and/or vacate.

However, if the lease provides for automatic renewal, the party not wanting to renew the lease must provide notice to terminate and/or vacate.

WHEN THE LEASE HAS NOT EXPIRED

If you want or need to move before the end of the lease period, give the landlord as much notice as possible so another tenant can be found.

Tenants leaving early may be required to pay the landlord for rent lost based on the early vacate date, if the lease provides for this. This charge is limited to the actual amount of rent lost by the landlord due to the property being vacant.

Some leases provide for a flat “buy-out” charge prior to the end of the lease. A common buy-out provision requires thirty days notice and a payment of one-and-a-half month’s rent.

RESTORING AND CLEANING THE PROPERTY

Thoroughly clean the property and repair any damage for which you are responsible before you move out. Otherwise, these cleaning and repair costs could be taken from the security deposit.

Common cleaning and repairing items:

- Fill any holes or cracks exposed in the plaster when you remove pictures, curtains, towel racks, etc.
- Clean the stove, oven, refrigerator, and bathrooms
- Wipe off handprints from woodwork and walls
- Vacuum rugs and clean floors

Renters are only responsible for cleaning and repair issues beyond “normal wear and tear” of the property.

It's a good idea to take pictures of the property after you remove your belongings and clean/repair the unit. Together with the move-in photos, these will help determine what issues are the tenant's responsibility versus the landlord's responsibility.

FINAL INSPECTION OF THE PROPERTY

Before returning the keys, conduct a personal re-inspection of the property using the checklist from move-in. Mark the condition of each item on the list, and take photos of the entire home.



If possible, have the landlord inspect the property with you so you can discuss any damage to the property. If the landlord is unable to inspect the property with you, ask a neutral witness (like a neighbor, preferably not a family member) to make the inspection with you.

DISCONNECTING UTILITIES & SERVICES

Notify all utility services that you pay directly of your move-out date in advance so that the service will be disconnected on that day and you won't be charged for service you do not use. There is no charge for disconnection of service. If you are moving out of a utility's service area, request the return of any deposit that you made to the company.

THE EVICTION PROCESS

EVICTION CASE IS FILED

- Landlord files eviction court case. (form AOC-CVM-201, Rev. 8/17)
- Tenant receives complaint & summons. (form AOC-CVM-100, Rev. 8/17)

TRIAL IN SMALL CLAIMS COURT

- Trial is usually within 5-7 days of tenant receiving court documents.
- If tenant wins, landlord could appeal to District Court.
- If tenant loses, there are a couple options over next 10 days:
 - Tenant can work out informal agreement with landlord to stay or leave
 - Tenant can appeal for new trial in District Court (form: AOC-CVM-303, Rev. 8/17)
 - If no agreement or appeal, landlord can get writ of possession and sheriff can be out within 7 days to change locks. Tenant has an additional 7 days to remove belongings.

APPEAL PROCESS

- The losing party has 10 days to appeal from the small claims court judgment.
- Appeals are filed at the Judgments window on the third floor of Mecklenburg County Courthouse.
- To appeal, tenants can fill out the following forms:
 - Notice of Appeal (form AOC-CVM-303, Rev. 8/17)
 - Rent Bond Form (form AOC-CVM-304, Rev. 10/2000)
 - Indigency Petition (form AOC-G-106, Rev. 2/18)
- If tenant appeals AND pays rent bond, tenant can stay in his/her home while waiting for the new trial in District Court.

NEW TRIAL IN DISTRICT COURT

- District Court trial is usually 4-6 weeks after small claims court trial
- If tenant wins in District Court, no eviction and tenant can stay in home.
- If tenant loses in District Court, landlord can get writ of possession after 30 days and sheriff can then come out to change locks. Tenant has an additional 7 days to remove belongings after lockout.



NO SELF-HELP EVICTION ALLOWED/COURT ORDER REQUIRED

- Landlord must obtain a court order prior to evicting a tenant. Landlord cannot require or force a tenant to vacate the property, change the locks on the property, impound a tenant's personal property, or turn off a tenant's heat or utilities without a court order.
- Regardless of what lease provision the tenant may have violated, the landlord must follow the legal procedure to evict a tenant.

GROUNDS FOR EVICTIONS

In North Carolina, there are four reasons that permit a landlord to evict a tenant:

- Non-payment of rent
- Holdover
- Breach of lease
- Criminal or drug activity

Nonpayment of rent:

Under North Carolina law, a landlord can evict a tenant for non-payment of rent in cases where there is no forfeiture provision in the lease if the landlord gives notice to pay or quit, waits ten days, and then files for eviction.

Tenant can stop the eviction in this type of case if the tenant pays the outstanding rent balance plus the court costs prior to the trial date. If the landlord refuses to accept this payment, the tenant can bring this payment to the trial date and present it as a defense in court to stop the eviction.

NOTE: If the lease provides that a landlord may terminate the lease for failure to pay rent when due (the lease has a forfeiture provision), the payment of rent and court costs may not stop the eviction.

Holdover:

If the tenant "holds over" or remains in the property after the landlord has given notice of non-renewal and/or the lease has expired, landlord may bring an eviction court case for holdover. The notice must be in

compliance with what the lease and/or the state law says; otherwise, the notice is improper/defective and the landlord's case will fail.

Breach of lease:

If the lease specifically allows the landlord to terminate the lease for any violation (the lease has a forfeiture provision) and a tenant (or guest) violates a lease provision, landlord may bring an eviction court case for breach of lease. The explanation box on the Complaint should provide a description of the alleged breach of lease.

Breaches can include, but are not limited to:

- Nonpayment of rent
- Failing to report repair issues that got worse
- Allowing a banned individual on the property
- Having an unauthorized pet at the property
- Causing a disturbance at the property

Criminal activity:

Under the 1995 Act for Expedited Eviction, N.C. Gen. Stat. 42-59, et seq., landlords can file quicker eviction actions against criminals and drug traffickers. Criminal activity is defined broadly as “any activity that threatens the health, safety, or right to peaceful enjoyment of the entire premises by other residents or employees of the landlord.”

When evicting for criminal activity, the landlord can start the eviction court case in either Small Claims Court or District Court. The landlord can sue the tenant, other members of the tenant's household, or tenant's guests for eviction and/or ban.

Grounds for complete eviction include:

- Criminal activity has occurred on or within an individual rental unit leased to a tenant
- An individual rental unit leased to tenant was used in any way to further or promote criminal activity
- A tenant, member of tenant's household, or any guest has engaged in criminal activity on or in the immediate vicinity of any portion of the entire premises
- A tenant has given permission to or invited a person to return or re-enter any part of the entire premises knowing that such person has been removed and barred from the entire premises pursuant to this article or the reasonable rules and regulations of a publicly assisted landlord
- A tenant has failed to notify law enforcement or the landlord immediately upon learning that person who has been removed and barred from the tenant's individual rental unit pursuant to this article has returned or reentered that individual rental unit

Affirmative defenses for complete eviction include:

- Tenant shows that he/she was not personally involved in any criminal activity and that he/she did not know or have reason to know that criminal activity was occurring;
- Tenant shows that he/she did everything that could be reasonably expected under the circumstances to prevent the commission of the criminal activity.

NO RETALIATORY EVICTIONS ALLOWED

Tenant and other occupants are protected from eviction for taking the following actions when done in good faith:

- A complaint or request to the landlord to repair conditions
- A complaint to a government agency (like Code Enforcement or Community Relations Department) alleging a landlord's violation of any code or law
- A complaint to a landlord from a government agency about property occupied by a tenant
- Any attempt to organize, join, or be involved with an organization to promote or enforce tenants' rights
- A tenant's exercise of his/her rights under the lease or under local, state or federal law

Tenant may present an affirmative defense of his/her right to occupy a property by proving to the court that the eviction is substantially in response to actions involving one or more of the protected acts that occurred within 12 months prior to the filing of the summary ejectment action by the owner.

A landlord may still evict a tenant, even if retaliatory eviction is proved, if any of the following conditions also exist:

- Tenant owes rent
- Tenant has violated other provisions of the lease and that is the reason for eviction
- Tenant is holding over after the specified lease end date and there is no option to renew the lease
- The violation complained of was primarily the tenant's responsibility
- Landlord must remove the tenant to comply with any law that requires demolition of or major work on the property
- Landlord notified tenant, in good faith, of the eviction prior to the occurrence of any of the protected acts
- Landlord, in good faith, wants the property for his/her own residence at the end of the tenant's term, for demolition, for repair that requires the tenant to vacate, or to stop using the property as a rental home for at least six months.

PROTECTION FOR DOMESTIC VIOLENCE VICTIMS

Under North Carolina law, landlords cannot evict tenants based on their status as victims of domestic violence or for any criminal activity that occurred at the property wherein they were the victims of domestic violence. Landlords cannot evict a tenant for calling the police to the property in response to a domestic assault.

A tenant experiencing domestic violence also has the following rights:

- He/She may break her lease if she needs to protect him/herself from his/her abuser without penalty
- He/She can request that the landlord change the locks and/or allow him/her to change the locks within a short time period

HOW COURT PAPERS ARE SERVED

To start the eviction process, a landlord files a Complaint in Summary Ejectment and the Clerk of Superior Court issues a Magistrate's Summons. The Complaint tells the tenant why the landlord is evicting him/her. The Summons tells the tenant when and where small claims court trial will be held if he/she wants to defend his/her right to stay in the home.

There are three ways that court papers can be served:

- Mail
- Posting on the property
- In person delivery by a sheriff to an adult at the home

The landlord may ask the Court for two different types of judgments: possession of the property and money damages. The most that the landlord can get in money damages in Small Claims Court is \$10,000. To get a money judgment, either (1) the court papers must be delivered in person by the sheriff or (2) the tenant must show up in court.

SMALL CLAIMS COURT TRIAL

There are three small claims courtrooms in Mecklenburg County. The trial is held in front of a magistrate, who hears the facts from both parties and then makes a judgment. Legal representation is not required, but is permitted, in small claims court.

Even if the tenant does not go to court, the landlord must still prove its case by a "preponderance of the evidence" to get an eviction judgment. This legal standard is lower than "beyond a reasonable doubt" and only requires that landlord's facts are "more likely than not."

A tenant who is a defendant in an eviction case can present his/her defenses verbally in court. If a tenant wants to assert counterclaims for money damages from the landlord, the tenant must file an answer and counterclaims prior to the time of court for the court to be able to consider them. In small claims court, a tenant's claims for money damages cannot exceed \$10,000 including court costs.

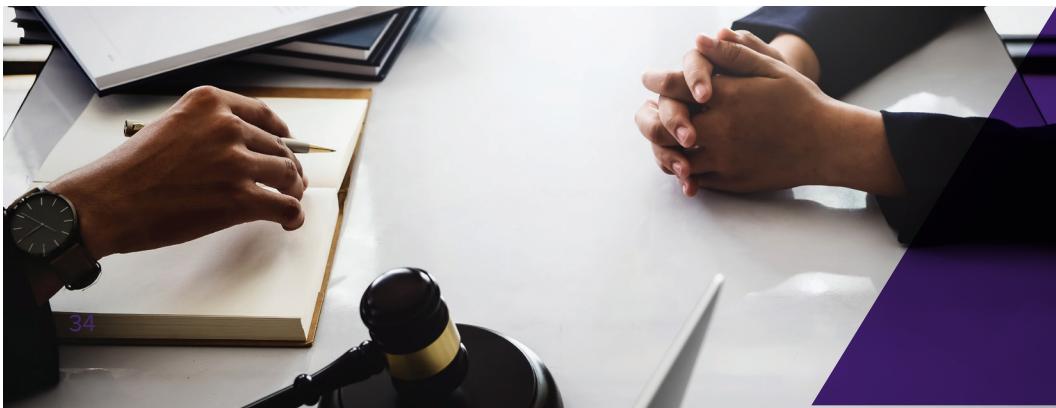
COMMON DEFENSES TO EVICTION CASES

- **Invalid notice** – If the lease and/or the law requires that the landlord provide a certain amount of written notice before filing eviction court papers and the landlord does not, the tenant may be able to stop the landlord from getting the eviction.
- **Retaliatory eviction** - See above.
- **Repair issues and rent abatement** – If the landlord is evicting the tenant for nonpayment of rent but has not made repairs, the tenant may be entitled to rent abatement. If the amount that the landlord owes the tenant for repair issues outweighs the rent that the tenant owes the landlord, the tenant may be able to stop the landlord from getting the eviction.
- **Violations of Fair Housing Act** – If a landlord is evicting a tenant based only on his/her race, color, national origin, religion, sex, familial status or disability, this is not allowed. Additionally, if a tenant has a disability and the disability is related the tenant's lease violation, the landlord may be required to make a reasonable accommodation before evicting the tenant.

APPEAL & DISTRICT COURT TRIAL

Magistrate can either make the decision at the end of trial in open court or can reserve judgment and mail his/her decision. If the landlord wins, a tenant has three options:

- Tenant can vacate the property. If the tenant doesn't appeal and doesn't vacate, the landlord can get a writ of possession from the Clerk of Court that orders the sheriff to supervise the landlord in physically removing the tenant from the home.
- Tenant can work out an agreement with the landlord to stay. It is recommended to get any agreement worked out after a judgment in writing. This would not automatically set aside the court judgment on the tenant's housing record.
- Tenant can appeal within the 10-day appeal period for a new trial date in District Court. If the tenant appeals the magistrate's judgment and pays the appeal rent bond to the Clerk of Court, the landlord cannot get a writ of possession until after trial in District Court. If the tenant appeals but does not pay the required appeal bond, the landlord may be able to have the writ of possession executed prior to the District Court date.



WRIT OF EVICTION & PADLOCKING

A landlord can get a writ of possession from the Clerk of Court in the following circumstances:

- If a tenant loses in small claims court and does not appeal
- If a tenant loses in small claims court and appeals but does not pay the rent bond on time

The sheriff will execute a writ of possession approximately seven days after the Clerk of Court grants it to the landlord. Generally, the sheriff will notify the tenant of the writ execution date in writing – via mail or posting – prior to the actual lockout.

DISPOSAL OF EVICTED RENTER'S PROPERTY

After the writ of possession has been executed, the tenant has seven days under North Carolina law to schedule a time with the landlord and remove any remaining belongings. During this time, landlord may move the tenant's property into storage but may not dispose of the property. After seven days, the owner may dispose of any remaining personal property at the premises at his discretion.

COST OF EVICTION

All costs of eviction – court filing fees, storage costs – can be charged to the tenant. Landlord can either (1) get a money judgment for these costs and attempt to collect directly from tenant and/or (2) provide any of tenant's unclaimed belongings remaining at the home (after the seven-day period) to a warehouseman's lien sale to be sold to cover those costs.

AFFIRMATIVE CLAIMS FOR RENT ABATEMENT

In addition to using rent abatement as a defense for nonpayment in an eviction case, a tenant can start her own lawsuit for rent abatement if she's current on her rent and believes that she is owed amounts back because of unaddressed repair issues. The maximum amount of recovery allowed in small claims court by either landlord or tenant is \$10,000.

Forms can be found at the Clerk of Superior Court as well as the Self-Serve Center on the 3rd floor of the Mecklenburg County Courthouse.

Tenants wanting to start an affirmative action for rent abatement need to fill out and file two documents – (1) Complaint for Money Owed and (2) Magistrate's Summons. The sheriff must deliver these forms to each person being sued for a money judgment.

It costs \$96 to file a new court case in small claims court and \$30 to serve the court documents to each person being sued. However, if a tenant qualifies for and files a petition to sue as an indigent, these fees are waived.

Trial is generally set within 30 days of filing the new court case.

Tenants can bring physical evidence – like documents and photos – as well as live witnesses to the trial. If a witness refuses to appear voluntarily, a party can file a subpoena and have this served by the sheriff to the witness.

There is no jury in small claims court. The magistrate will make a decision based on the evidence presented at trial. The losing party has the right to appeal the magistrate's decision for a new trial in District Court. That party has 10 days to file the appropriate appeal paperwork with the Clerk of Court.

MOBILE HOME PARKS

Mobile homes are covered and regulated by:

- Housing Code of the City of Charlotte
- Housing Code of Mecklenburg County
- Mecklenburg County Ordinance for Existing Mobile Home Parks
- North Carolina General Statutes

Tenants can rent either the mobile home, the lot, or both.

NOTE: Mobile homes that are not attached to the ground, to another structure, or to any utilities system for more than thirty days are NOT covered by the Housing Codes.

State law requires eviction notices of at least 180 days to the resident by the owner that plans to close the park and change the use of the property.

City and county ordinances require a permit or certificate of occupancy to operate a mobile home park or trailer camp. There is no minimum lot size but county ordinance does stipulate that no more than one mobile home may be parked on a mobile home space and that the lot must be large enough to park at least one car.



Lots in parks must be graded to ensure thorough drainage. Every mobile home park must provide an adequate water supply from an approved source and an adequate sewage disposal system, both approved by the Environmental Health Department.

The operator of each park must keep a register of all tenants, occupants, and owners in the park and must notify the Building Standards Department whenever any lot is rented.

FAIR HOUSING LAWS & ORDINANCES

Discrimination in housing practices based on race, color, national origin, religion, sex, familial status or disability is prohibited by federal, state, and local laws.

Charlotte-Mecklenburg Community Relations has a Fair Housing division that investigates allegations of unfair housing practices. The City of Charlotte has a Fair Housing Ordinance that prohibits discrimination in housing (rental, selling, or buying) based on race, color, national origin, religion, sex, familial status or disability.

EXAMPLES OF PROHIBITED ACTS

In the sale and rental of housing, the following acts are prohibited if based on race, color, national origin, religion, sex, familial status or disability:

- Refusing to rent or sell housing
- Refusing to negotiate for housing
- Making housing unavailable
- Denying a dwelling
- Setting different terms, conditions or privileges for the sale or rental of dwellings
- Providing different housing services or facilities
- Falsely denying that housing is available for inspection, sale, or rental
- Persuading owners to sell or rent for profit (blockbusting)
- Denying anyone access to or membership in a facility or service (such as multiple listing service) related to the sale or rental of housing

Additionally, it is illegal for anyone to:

- Threaten, coerce, intimidate, or interfere with anyone exercising a fair housing right or assisting others in exercising that right
- Advertise or make any statement that indicates a limitation or preference based on any of the protected classes listed in the preceding section

REASONABLE MODIFICATIONS

If a tenant has a physical disability, the landlord is required to make reasonable modifications (changes to the building) for the tenant to have an equal opportunity to enjoy the home. The tenant is ordinarily responsible for the costs of the modification. However, if the building was constructed for first occupancy after March 31, 1991, and did not meet accessibility standards, the costs should lie with the landlord. Reasonable modifications could include installing wheelchair ramps or grab bars in bathrooms.

REASONABLE ACCOMMODATIONS

If a tenant has a disability – physical or mental health – the landlord is required to make reasonable accommodations (changes to the rules) in order for that tenant to have an equal opportunity to fully enjoy the home. The tenant must inform the landlord of her disability, the tenant must request the accommodation, and the accommodation must be reasonable. Housing providers are not required to provide an accommodation that has not been requested.

Examples:

- If a tenant with a service animal (Seeing Eye dog or guide dog) lives in an apartment complex that does not allow pets, the landlord must make an exception for that tenant and allow the service animal in the apartment. Additionally, the apartment complex cannot charge the tenant a pet fee for the service animal (Seeing Eye dog or guide dog).
- If a landlord terminated a tenant's lease based on an incident that was directly caused by the tenant's untreated mental health disability, the landlord may have to provide the tenant a "second chance" prior to lease termination on the condition that the tenant obtains treatment for their mental health disability.

If a landlord refuses to make a reasonable accommodation for a tenant with a disability upon request, the tenant may have defenses and claims against the landlord for discrimination.

COMPLAINT PROCEDURE

Any person who believes that he/she has been denied housing or discriminated against in housing practices because of race, color, national origin, religion, sex, familial status or disability may file a complaint. Complaints must be filed within one year after the alleged unfair treatment occurred.

Complaints can be filed with:

- Charlotte-Mecklenburg Community Relations
- U.S. Department of Housing and Urban Development (HUD)

Charlotte-Mecklenburg Community Relations can assist in cross-filing a complaint with HUD, which retains final jurisdiction on fair housing matters.

If, after 100 days following the filing of the complaint with Community Relations, the complaint has not been satisfactorily resolved, the complainant may file suit in Superior Court. If, following investigation, the complaint is determined to be justified on the basis of reasonable cause to believe discrimination has occurred, Community Relations will seek to conciliate the complaint by agreement between the two parties involved. If conciliation efforts fail, the Community Relations will conduct a public hearing at which both parties will be heard and a finding of fact and conclusion of law will be made.

If a finding is made that there is a reasonable cause to believe unlawful discrimination occurred and if further conciliation efforts fail, Community Relations may file suit in Superior Court. The Court may award punitive damages in addition to actual damages, including compensation for humiliation and embarrassment. Court costs and reasonable attorney fees may be assessed if the Court finds in favor of the complainant. In addition, the Court may grant a permanent or temporary injunction or other relief as deemed appropriate.



APPENDIX

COMMUNITY RESOURCES

COMMUNITY RELATIONS DEPARTMENT LANDLORD/TENANT MEDIATION PROGRAM

charlottenc.gov/communityrelations
704-336-5330

The Landlord/Tenant Mediation Program provides services in the following areas:

- Mediates landlord/tenant issues
- Refers repair violations to Code Enforcement to assist in their completion
- Refers tenants to appropriate local resources for other housing concerns

The Charlotte-Mecklenburg Community Relations Department will mediate disputes between tenants and landlords. Mediation is an opportunity for the landlord and a tenant to resolve disputes involving damaged property, security deposits, repairs, living conditions, and other conflicts. This is often a beneficial alternative to court action by either party.

The Landlord-Tenant Mediation Program DOES NOT:

- Provide legal advice of any kind.
- Mediate cases involving felony criminal charges.
- Provide housing relocation services.

COMMUNITY RELATIONS DEPARTMENT FAIR HOUSING

charlottenc.gov/communityrelations
704-336-5160

Discrimination in housing practices based on race, color, national origin, religion, sex, familial status or disability is prohibited by federal, state, and local laws.

The Community Relations Department has a Fair Housing Assistance Program that investigates allegations of unfair housing practices. The City of Charlotte has a Fair Housing Ordinance that prohibits discrimination in housing (rental, selling, or buying) based on race, color, national origin, religion, sex, familial status or disability.

LEGAL AID OF NORTH CAROLINA

legalaidnc.org
1-866-219-LANC (5262)

Legal Aid of North Carolina is a nonprofit law firm that provides legal assistance to low-income tenants regarding evictions, repairs, and other housing-related issues. There is no charge for Legal Aid's legal advice and representation, but tenants must meet income and other qualifications.



MECKLENBURG COUNTY COURTHOUSE SELF-SERVE CENTER
nccourts.gov/locations/mecklenburg-county/selfserve-center

The Self-Serve Center at the Mecklenburg County Courthouse is a public service and resource center open to all community members. The Self-Serve Center offers the following:

- Lawyer referral information
- Education about forms and instructions via legal clinics
- Lists of community resources
- Legal glossary to help individuals understand court terminology

The Self-Serve Center staff CANNOT:

- Provide legal advice or assistance
- Tell you what your legal rights or remedies are
- Act as your attorney in court
- Tell you what to say in court or how to properly fill out court forms

The Self-Serve Center is open Monday through Friday from 8:30 a.m. to 4:30 p.m. and located in Suite 3350 on the third floor of the Mecklenburg County Courthouse.

LOCAL DIRECTORY

DISPUTE RESOLUTION AND FAIR HOUSING

AGENCY	DESCRIPTION	PHONE NUMBERS
Community Relations Department Belmont Regional Center 700 Parkwood Avenue Charlotte, NC 28205 charlottenc.gov/communityrelations	Main	704-336-2424
	Landlord-Tenant Mediation Program handles disputes between landlords and tenants.	704-336-5330
	Fair Housing Program investigates discrimination complaints and investigates disability issues and complaints.	704-336-5160

CODE ENFORCEMENT AGENCIES

AGENCY	DESCRIPTION	PHONE NUMBERS
City of Charlotte Housing & Neighborhood Services 600 East Trade Street Charlotte, NC 28202 charlottenc.gov/hns/code	Supports the quality and availability of good housing through code enforcement, housing development, and home ownership counseling and support services	To report a housing code violation, call 311 All other inquiries: 704-336-3800
Mecklenburg County Code Enforcement 2145 Suttle Avenue Charlotte NC 28208		980-314-2633



COURT-RELATED CONTACTS

AGENCY	DESCRIPTION	PHONE NUMBERS
Mecklenburg County Clerk of Superior Court 832 East 4th Street Charlotte, NC 28202	Main Civil Magistrate Court Jury Information	704-686-0400 704-347-7844 704-347-7812
Mecklenburg County Sheriff's Department 700 East 4th Street Charlotte, NC 28202	Information on service of summons	704-336-8100
Legal Aid of North Carolina 1431 Elizabeth Avenue Charlotte, NC 28204 legalaidnc.org/	Provides legal services to low-income citizens in civil matters (including evictions)	704-594-8662
Lawyer Referral Service 438 Queens Road Charlotte, NC 28207 www.lawyerlegion.com/	Helps citizens receive a referral to a lawyer for consultation	704-375-0120

OTHER LOCAL AGENCIES

AGENCY	DESCRIPTION	PHONE NUMBERS
2-1-1 Homelessness Prevention	Helps citizens in crisis find resources to prevent homelessness such as rent and utility assistance, affordable housing, and shelter	211
Social Serve www.socialserve.com	Searchable database of available units by housing type, number of bed and bathrooms, rent range, units that will accept vouchers, zip code, proximity to public transit and more.	704-334-8722
Greater Charlotte Apartment Association (GCAA) 6060 Piedmont Road Dr. South Suite 575 Charlotte, NC 28287 www.greatercaa.org/	A professional association of property owners and managers, suppliers of goods and services; processes complaints involving association members	704-334-9511
INLIVIAN (formerly the Charlotte Housing Authority) 400 East Boulevard Charlotte, NC 28203 http://inlivian.com/	Provides subsidized housing for low-income residents through federally funded programs Portability	704-336-5183 704-336-8271

Consumer Credit Counseling 601 East 5th Street, Suite 400 Charlotte, NC 28202	Provides counseling on budgeting and money management; assistance in arranging payment plans for paying off delinquent accounts	704-332-9034
CCCS of United Family Services 601 East 5th Street, Suite 400 Charlotte, NC 28202	Focuses on debt reduction, including unsecured debts like credit cards, medical bills, payday loans, and even automobile payments	866-230-0956
Consumer Protection Agency N.C. Attorney General's Office 9001 Mail Service Center Raleigh, NC 27699	Enforces consumer rights under the N.C. Consumer Protection Act	919-716-6000 919-716-6400
Charlotte Area Transit System (CATS)	Information on bus schedules, transit passes, LYNX Blue Line, express buses Special Transport	704-336-7433 TDD 704-336-5051 704-336-2637
United Way of Central Carolinas 301 South Brevard Street Charlotte, NC 28202 nc211.org	Provides information and referral services for human services	211
Board of Elections Office 741 Kenilworth Avenue, Ste 202 Charlotte, NC 28202 P.O. Box 31788 Charlotte, NC 28231	Voters' registration and changing addresses www.mecknc.gov/BOE	704-336-2133
Disability Rights & Resources		704-537-0550

CITY OF CHARLOTTE

AGENCY	DESCRIPTION	PHONE NUMBERS
Customer Service City and County	Information and referrals about city and county services; garbage, yard waste, recycling, bulking items scheduling; start/stop water service, billing, storm water, etc.	311 704-336-7600 311LiveSupport (chat)
Charlotte-Mecklenburg Police Department 601 East Trade Street Charlotte, NC 28202	Main Emergency Non-Emergency Outside of Mecklenburg County	311 704-336-7600 911 704-336-2352 704-336-3237
Fire Department 500 Dalton Avenue Charlotte, NC 28206	Main	911 704-336-4174

TOWNS OF MECKLENBURG COUNTY

CORNELIUS 21445 Catawba Avenue Cornelius, NC 28031 www.cornelius.org	Main Police/Fire/Medic Police Non-Emergency Fire Station 1 Fire Station 2	704-892-6031 911 704-892-1363 704-892-1544 704-892-8307
DAVIDSON 2126 S. Main Street Davidson, NC 28036 www.ci.davidson.nc.us	Main Police/Fire/Medic Police Non-Emergency Fire	704-892-7591 911 704-892-5131 704-940-9624
HUNTERSVILLE 101 Huntersville-Concord Road Huntersville, NC 28078 www.huntersville.org	Main Police/Fire/Medic Police Non-Emergency Fire	704-875-6541 911 704-464-5400 704-875-3563
MATTHEWS 232 Matthews Station Street Matthews, NC 28105 www.matthewsnc.gov	Main Police/Fire/Medic Police Non-Emergency Fire	704-847-4411 911 704-847-5555 704-708-1214
MINT HILL 4430 Mint Hill Village Lane Mint Hill, NC 28227 www.minthill.com	Main Police/Fire/Medic Police Non-Emergency Fire	704-545-9726 911 704-889-2231 704-545-4866
PINEVILLE 200 Dover Street Mint Hill, NC 28134 www.pinevillenc.gov	Main Police/Fire/Medic Police Non-Emergency Fire	704-889-2291 911 704-889-2231 704-889-7575

UTILITIES

AGENCY	DESCRIPTION	PHONE NUMBERS
Duke Energy www.duke-energy.com	Start, stop, or transfer electric service	1-800-777-9898 TDD/TTY Relay Service 711
Piedmont Natural Gas www.piedmontng.com	Start, stop, or transfer gas service	1-800-752-7504 TDD/TTY 711 1-800-735-2962

DEFINITIONS OF COMMON TERMS

- Lease – the agreement between landlord and tenant regarding the tenant’s occupancy of a property for a specified length of time
- Breach of Lease – a violation of a written provision of the rental agreement
- Summary Ejectment – the legal name for an eviction court case
- Eviction – the process by which a landlord can remove a tenant from the rented property
- Magistrate Summons – the court document that states when and where the trial date is
- Complaint in Summary Ejectment – the court document that states why the landlord is evicting a tenant
- Rent Abatement – retroactive rent discount that a landlord may owe a tenant for a period during which the landlord was on notice of repair issues and the repair issues went unfixed
- Writ for Possession – the court document that allows the Sheriff to padlock the property
- Implied Warranty of Habitability – the right of tenants to live in safe and habitable homes and to have the landlord make needed repairs regardless of what the lease states



- Tenancy – a legal right to occupy a dwelling
- Normal wear and tear - the expected decline in the condition of a property due to normal everyday use
- Reasonable modification – physical changes to a property occupied by a person with a disability to allow him or her the full enjoyment and use of the property
- Reasonable accommodation – a change, exception, or adjustment to a rule, policy, or practice to allow a person with a disability full enjoyment and use of living at a property
- Security Deposit – a refundable amount of money paid by tenant before move-in to protect the landlord from loss/damage due to a renter's action
- Income – any incoming source of funds, including wages, alimony, child support, social security
- Forfeiture provision – lease term that states reasons a landlord can evict a tenant



