

LANDLORDS AND TENANTS



A guide to understanding your rights and responsibilities

Entering into a lease agreement should be done carefully. Make sure that your rights are protected in the lease. If you have concerns about the lease insist that it be reviewed by an attorney

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Landlords and tenants can negotiate the terms of a lease. Seek changes in terms you feel are not in your best interest. Remember that it is a binding contract. If you have questions or concerns, consult an attorney *before signing it.*



Although you are free to negotiate, there are certain duties that you must perform and certain rights that you are not permitted to surrender according to state law.

TENANTS RIGHTS

So long as you uphold the terms of your lease, you are entitled to certain rights, including:

- ✓ Peaceful possession of the property, subject to inspections as required by your lease;
- ✓ A safe and habitable living unit;
- ✓ Uninterrupted utilities if your landlord has agreed to pay them; *(If your landlord disconnects your water service, contact the county Health Department immediately!)*
- ✓ To have repairs made in a reasonable time.

If you feel that your landlord has violated any of these rights, consult an attorney. **You may not withhold rental payments in order to force your landlord to fulfill his duties.**

LANDLORD'S RIGHTS

The law also provides certain rights for you as the property owner. You have the right to:

- ✓ Rent your property for whatever amount you choose
- ✓ Require a security deposit and a non-refundable pet deposit if you allow pets
- ✓ Rent to whomever you wish so long as you do not discriminate because of race, color, religion, sex, country of birth, handicap or familial status
- ✓ Evict a tenant who violates a provision of the lease.
- ✓ Enter, inspect and make repairs to your property, but this right should be reserved in your agreement and inspections should be arranged at reasonable times.
- ✓ Have your property returned to you in the same condition as when it was rented, with the exception of normal wear and tear.

TENANTS DUTIES

According to the law, you must:

- ✓ Pay your rent as agreed
- ✓ Keep the home clean and safe. This includes disposing of trash and garbage in a clean and safe way.
- ✓ Not damage, or let your guests damage, the home.
- ✓ Vacate the home at the end of your lease, leaving it in good, clean condition.
- ✓ Notify your landlord promptly when the home is in need of repair. Unless it is an emergency, you should notify him in writing and give him a reasonable amount of time to make repairs.

You should make a thorough inspection of the home and make a list of any damages or defects before you move in. Have your landlord sign and date this list.

Keep a copy of your lease and of all written communication between you and your landlord. If a dispute were ever to arise, you may need this documentation.

Remember, the landlord's obligation to perform his duties is dependent on your performance of your duties as tenant.

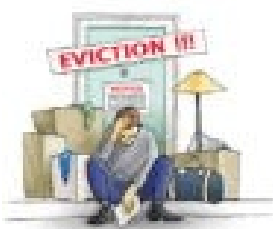
LANDLORD'S DUTIES

As a landlord, you have a duty to provide your tenant with a safe building in which to live. You should:

- ✓ Comply with current building and housing codes
- ✓ Make repairs within a reasonable time after receiving notice from your tenant, and keep the rental premises in a fit and habitable condition
- ✓ Maintain and promptly repair all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities
- ✓ Provide and install battery-operated or electrical smoke detectors
- ✓ Keep utilities you pay for operational
- ✓ Promptly notify your tenant of any breaches of the rental agreement

EVICITION

In North Carolina, a landlord may evict tenants by a special court procedure called summary ejection. A landlord may not interrupt utilities or lock a tenant out of the home to avoid this process. An accelerated eviction may be possible if criminal activity (such as drug trafficking) has occurred.



Consult an attorney before you begin a summary ejection proceeding so that you are clear about the process and about your rights and obligations.

SECURITY DEPOSITS

A landlord is permitted by law to charge his tenants a security deposit of up to two weeks' rent for a week-to-week rental, up to 1 ½ months' rent for a month-to-month rental, or up to 2 months' rent for a longer lease.

The landlord may use the security deposit to protect himself from loss if a tenant

- ◆ fails to pay rent,
- ◆ damages the rental property,
- ◆ leaves before the end of the rental term, or
- ◆ leases without proper notice.

The landlord may also use the security deposit to recover court costs resulting from eviction proceedings or to pay a lien created on the rental property because of the tenant's use.

A landlord who receives a security deposit from a tenant must deposit the money in an account separate from his own personal finances and notify the tenant of the name and address of the bank holding the account within 30 days.

The landlord must either refund the security deposit to the tenant, or deliver an itemized statement of the repairs that he made as a result of damage caused by the tenant, together with the balance of the security deposit within 30 days following the end of the lease. The landlord may keep the deposit only to the extent necessary to cover his losses.



If a landlord sells the rental property either return the deposit or transfer it to the new owner and notify the tenant of this fact he must within 30 days.

LATE FEES

A landlord may impose a late charge on any rental payment five days or more late. The fee may be either \$15.00 or 5% of the rental payment, but no more. This fee can only be charged one time for each late payment, and cannot be deducted from subsequent payments so as to cause them to be in default.