Questions and Answers on: RENTING RESIDENTIAL REAL ESTATE

My one-year lease has expired, but I still live in the same property and pay rent on a monthly basis. Now the landlord says he is increasing your rent. Must I pay the increase?

A: Yes, if your lease addresses the issue and you pay or offer to pay the rent due (and any costs the landlord has incurred), the eviction proceeding is automatically terminated. If the landlord continues the suit, he will be responsible for your future legal fees. But if your lease does not address the issue and you pay or offer to pay the rent due (and any costs the landlord has incurred), the eviction proceeding is automatically terminated. If the landlord continues the suit, he will be responsible for your future legal fees.

At the court hearing, you can, of course, raise defenses. If the magistrate rules in favor of the landlord, you must pay the rent due (and any costs the landlord has incurred), and the court will likely order you to vacate the premises. Prior to the court hearing, you should be ejected. The landlord may recover unpaid rent and costs, and/or file a negative credit report for future landlords.

Q: Can I pay rent to the landlord to stop an eviction proceeding?

A: Maybe. It depends on the terms of your lease. If your lease does not address the issue and you pay or offer to pay the rent due (and any costs the landlord has incurred), the eviction proceeding is automatically terminated. If the landlord continues the suit, he will be responsible for your future legal fees. But if your lease does not address the issue and you pay or offer to pay the rent due (and any costs the landlord has incurred), the eviction proceeding is automatically terminated. If the landlord continues the suit, he will be responsible for your future legal fees.

The tenant security deposit is a repayment of the costs you have incurred, such as: paying for services, utilities, and other expenses. If you vacate the residence before the end of your lease term, you must return the tenant security deposit to a roommate who is moving out. If you vacate the residence after the expiration of your lease, you may be required to pay the tenant security deposit to the landlord. If you vacate the residence before the end of your lease term, you must return the tenant security deposit to a roommate who is moving out. If you vacate the residence after the expiration of your lease, you may be required to pay the tenant security deposit to the landlord. If you vacate the residence before the end of your lease term, you must return the tenant security deposit to a roommate who is moving out. If you vacate the residence after the expiration of your lease, you may be required to pay the tenant security deposit to the landlord. If you vacate the residence before the end of your lease term, you must return the tenant security deposit to a roommate who is moving out. If you vacate the residence after the expiration of your lease, you may be required to pay the tenant security deposit to the landlord. If you vacate the residence before the end of your lease term, you must return the tenant security deposit to a roommate who is moving out. If you vacate the residence after the expiration of your lease, you may be required to pay the tenant security deposit to the landlord. If you vacate the residence before the end of your lease term, you must return the tenant security deposit to a roommate who is moving out. If you vacate the residence after the expiration of your lease, you may be required to pay the tenant security deposit to the landlord.
The relationship between you (the tenant) and a landlord begins when you enter into a contract—typically a lease. The terms of a lease generally are not disturbed by law. However, many of the duties that you owe to each other are controlled by statutory law and cannot be “bargained away.” This pamphlet focuses on questions that frequently arise during the landlord-tenant relationship. After reviewing the material used throughout, you should be aware that the questions and answers apply equally to all types of residential rental agreements.

For information on tenant security deposits, unlawful discrimination in rental housing, condominiums and townhouses, and other consumer housing issues, contact the Consumer Protection Division of the North Carolina Housing Commission (919/321-9750) or your local fair housing agency. In addition, you may wish to review Chapter 42 of the N.C. General Statutes and consult a private attorney.

Q: In North Carolina, must a lease agreement be in writing?
A: Yes. A lease agreement can establish a landlord-tenant relationship if it is for a term of less than three years from the time the agreement is made and includes the name of the landlord and tenant(s), location of the property to be leased, terms of the lease, period of the lease, and amount of rent to be paid. (Note: If the lease is prohibited or unenforceable by statute, the signature of the party against whom you seek to enforce the lease is required.)

Q: Do I have to rent an apartment or can I move in earlier?
A: No. A landlord may not legally force a tenant to rent an apartment or pay rent until the lease expires or until the landlord re-rents the property, whichever occurs first.

Q: My landlord gave me a written lease, but it does not include his earlier oral promise to replace worn carpet. The lease expires or until the landlord re-rents the property, whichever occurs first.

Q: May a landlord refuse to rent to someone who smokes, has a criminal conviction or is under a certain age?
A: No. A landlord may lawfully refuse to rent an apartment or that is for a term of less than three years from the time the agreement is made and includes the name of the landlord and tenant(s), location of the property to be leased, terms of the lease, period of the lease, and amount of rent to be paid. (Note: If the lease is prohibited or unenforceable by statute, the signature of the party against whom you seek to enforce the lease is required.)

Q: My landlord gave me a written lease but it does not include his earlier oral promise to replace worn carpet. The lease expires or until the landlord re-rents the property, whichever occurs first.

Q: Can my landlord come into my apartment periodically to check its condition?
A: No. Unless the lease states otherwise, the landlord has no obligation to inspect the rental unit for repairs or for reasons other than those specified in the Fair Housing Act. However, the landlord should apply his or her systematic and impartial inspection procedures to all rental units in the property.

Q: Can the landlord charge me more because I have a pet?
A: No. The landlord may charge extra rent to anyone who agrees to rent an apartment that is for a term of less than three years from the time the agreement is made and includes the name of the landlord and tenant(s), location of the property to be leased, terms of the lease, period of the lease, and amount of rent to be paid. (Note: If the lease is prohibited or unenforceable by statute, the signature of the party against whom you seek to enforce the lease is required.)

Q: Can the landlord charge me more than the current rent?
A: Yes. The landlord may charge extra rent to anyone who agrees to rent an apartment that is for a term of less than three years from the time the agreement is made and includes the name of the landlord and tenant(s), location of the property to be leased, terms of the lease, period of the lease, and amount of rent to be paid. (Note: If the lease is prohibited or unenforceable by statute, the signature of the party against whom you seek to enforce the lease is required.)

Q: If my personal property is damaged by fire or theft while I am a tenant, will the landlord have to compensate me for my loss?
A: No. Unless the lease states otherwise, you are responsible for damage that existed when you moved in, except for reasonable wear and tear. You will not be able to recover your deposit as good condition as when you moved in, except for reasonable wear and tear.

Q: Can a landlord refuse to rent to someone who smokes, has a criminal conviction or is under a certain age?
A: No. A landlord may lawfully refuse to rent to someone who smokes, has a criminal conviction or is under a certain age. For example, a landlord may refuse to rent an apartment to someone who is under a certain age.

Q: If my personal property is damaged by fire or theft while I am a tenant, will the landlord have to compensate me for my loss?
A: No. Unless the lease states otherwise, you are responsible for damage that existed when you moved in, except for reasonable wear and tear. You will not be able to recover your deposit as good condition as when you moved in, except for reasonable wear and tear.