

# Questions and Answers on: Renting Residential Real Estate

The first portion of the Commission's latest *Q and A* brochure is reprinted below and on the next two pages. The reprint will be continued in the next *Real Estate Bulletin*.



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 dictated 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. Although the term "apartment" is used throughout, you should be aware that the questions and answers apply equally to other types of residential rental real estate.

For information on tenant security deposits, discrimination in rental housing, condominiums and townhouses, and other consumer housing issues, contact the North Carolina Real Estate Commission (919/875-3700) and request a free copy of a "Questions and Answers" brochure on any of these topics. Other written materials are available from the Consumer Protection Section of the Attorney General's Office (919/733-7741). And for fair housing (discrimination) issues, call the North Carolina Human Relations Commission (919/733-7996) or your local fair housing agency. In addition, you may wish to consult a private attorney.

**Q: In North Carolina, must a lease agreement be in writing?**

**A:** No. An oral 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 • names of the landlord and tenant(s), • location of the property to be leased, • time period of the lease, and • amount of rent to be paid. *[Note: If the lease is required to be in writing, the signature of the party against whom you seek to enforce the lease is required.]*



**Q: I filled out an application to rent an apartment and gave the landlord money to "hold" the apartment for me. Now I have found another place that I like better. Can I get my money back?**

**A:** Probably not. Money you give to "hold" an apartment generally can be kept by the landlord. It is the price you pay to ensure that the landlord does not rent the apartment to someone else. Furthermore, if you have already agreed to rent a particular apartment for a particular term at a particular price, you may have created an oral lease; if so, the money may be considered a security deposit which can be retained by the landlord to the extent necessary to compensate him for your failure to pay rent.

**Q: My landlord gave me a written lease but it does not include his earlier oral promise to replace worn carpet. Can I rely on his oral promise?**

**A:** No. Do not rely on a prior oral agreement with the landlord. To make it "legal," have it written into the lease and initialled by both of you.

**Q: Does the landlord have to repaint the apartment before I move in?**

**A:** No. The landlord has no obligation to paint an apartment each time it is rented.

**Q: Can the landlord charge me more because I have a pet?**

**A:** Yes. The landlord may charge extra rent and/or a nonrefundable pet fee in exchange for allowing you to keep a pet in the apartment. Furthermore, the landlord may charge more for some types or sizes of pets than for others; or, may prohibit pets completely. Any agreement you have with the landlord about pets should be included in the written lease.





