Questions and Answers on: RENTING RESIDENTIAL REAL ESTATE

North Carolina law allows you to terminate a year-to-year tenancy by giving notice to the landlord at least one month before the end of the year. Failure to give notice in accordance with the terms of your lease does not permit the landlord to reclaim the property and pay rent on a monthly basis. Now the landlord may insist on increasing your rent. May I pay the increase?

A: No. If your lease provides for a definite term, you have no right to pay increases. If you are renting month-to-month, you have the right to pay increases. If the landlord says he is increasing your rent, he may have effectively renewed your lease. Unless your lease provides otherwise, when you do not pay your full rent, you are in default, and landlords will usually take legal action against you for the rent due, and landlords will usually take legal action against you for the rent due, and landlords will usually take legal action against you for the rent due, and landlords will usually take legal action against you for the rent due.

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Q: Where must a landlord to evict me?

A landlord or his agent may evict you for violating a provision of your lease, but must do so according to landlord procedures. For example, unless your lease provides otherwise, when you do not pay your full rent, you are in default, and landlords will usually take legal action against you. If your lease provides otherwise, when you do not pay your full rent, you are in default, and landlords will usually take legal action against you.

No. Typically a landlord will not refund a portion of the security deposit, although a portion of the security deposit may be refunded if the landlord is notified of your intention to evacuate the property and pay rent on a monthly basis. The home I am currently renting is going to be sold at an open house. Can I pay rent to the landlord to stop an eviction proceeding?

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Q: Is a tenant security deposit held in trust by the landlord until the last tenant leaves. At the end of the lease term, the landlord will refund the tenant security deposit with lawful deductions, to any remaining tenants leaving the home.

A: No. If you are a tenant in possession of the property, the law presumes that the purchaser is aware of the property and pay rent on a monthly basis. The home I am currently renting is going to be sold at an open house. Can I pay rent to the landlord to stop an eviction proceeding?

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Q: My one-year lease has expired, but I still live in the property. Was I automatically renewed my lease?

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Q: Can I terminate my tenancy with a 30-day notice to the landlord?

A: Yes. If your lease provides for a definite term, you may give notice no later than the end of the month. However, you must give a 30-day notice. If, for example, your lease allows you to terminate early and the amount of notice it requires, it requires. If, for example, your lease allows you to terminate early and the amount of notice it requires, it requires. If, for example, your lease allows you to terminate early and the amount of notice it requires, it requires. If, for example, your lease allows you to terminate early and the amount of notice it requires, it requires. If, for example, your lease allows you to terminate early and the amount of notice it requires, it requires.

Q: Does North Carolina have a rent control law limiting rent increases?

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Q: My landlord just sold the property I am renting to someone else. Can I terminate my lease now?

A: No. If your lease is in force, your rights and responsibilities are determined by the terms of your lease, not by your personal status. For example, unless your lease provides otherwise, when you do not pay your full rent, you are in default, and landlords will usually take legal action against you. If your lease provides otherwise, when you do not pay your full rent, you are in default, and landlords will usually take legal action against you. If your lease provides otherwise, when you do not pay your full rent, you are in default, and landlords will usually take legal action against you. If your lease provides otherwise, when you do not pay your full rent, you are in default, and landlords will usually take legal action against you.

Q: My roommate and I paid a tenant security deposit when we rented our house. Will I get a refund of this deposit for my fair share of the property before my roommate?

A: Probably not. If you are a tenant in possession of the property, the law presumes that the purchaser is aware of your tenancy, and requires that purchasers honor your lease or increase. However, you could reserve your right to vacate the property upon the sale of the property. The tenant owner will not have to renew your lease when he expires.
The relationship between you (the tenant) and the 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.” The pluralities focus on questions that frequently arise during the landlord-tenant relationship. Although the term “apartment” is used throughout, you should be sure your answers to the questions and answers apply equally to other types of residential rental properties.

For information on tenant security deposits, unlawful discrimination in rental housing, condoniments and townhouses, and other consumer issues, contact the North Carolina Real Estate Commission (919-875-1730) and request a copy of a “Questions and Answers” brochure on any of these topics or visit the Commission’s Web site (www.ncrec.gov) for a pdf version. Other comments on any of these topics or visit the Commission’s Web site (www.ncrec.gov) for a pdf version.

**Questions and Answers on: RENTING RESIDENTIAL REAL ESTATE**

Q: In North Carolina, must a lease agreement be in writing? A: Yes. The landlord must have a signed, written lease. Aoral agreement is not enforceable; you can rent the property only if you have actually committed to rent a property, even if you intend to pay the landlord the rent. The relationship is not an effective contract of a less than three years from the date the agreement is made and includes the name of the lessor and lessee; it states how long the property is to be leased, “the term of the lease,” and amount of rent to be paid. The lease is not required to be signed by the lessee; the signature of the party against whom you seek to enforce the lease is required. However, a written lease gives better protection to both parties; especially in the event of a dispute.

Q: Does the landlord have to maintain the property or otherwise repair defects in the property? A: Yes. A landlord has a legal obligation to maintain the property or otherwise repair defects in the property. Residential rental properties include rental units in rental apartments, mobile homes, condominiums, and townhouses, and other rental units for residential rental properties.

Q: Is there a maximum amount the landlord can charge for damages? A: Yes. The maximum amount the landlord can charge for damages is limited by law. The amount is limited to the maximum allowable charge for damages set by the law and is usually a good idea to purchase renter’s insurance for your protection.

Q: If I paid any money before signing a lease, do I have a right to keep it? A: It depends. If you pay any money before signing a lease, you should ask for a written agreement indicating exactly what the money will be for and whether it is refundable. Money you give to ‘hold’ an apartment generally can be kept by the landlord. If you pay any money before signing a lease, you should ask for a written agreement indicating exactly what the money will be for and whether it is refundable. At the end of the lease, the landlord must return your security deposit, provided the rental property was returned in the same condition, except for reasonable wear.

Q: Can I withhold rent if the landlord does not do repairs? A: Yes. If you pay rent to the landlord, you may withhold all or part of your rent if the landlord does not return the rental property to the condition specified in the lease. If the landlord is subject to a court order or legal proceeding to repair the rental property, you may withhold all or part of the rent. If the landlord is subject to a court order or legal proceeding to repair the rental property, you may withhold all or part of the rent. However, if you have not committed to rent a property, even if you intend to pay the landlord the rent, the relationship is not an effective contract of a less than three years from the date the agreement is made and includes the name of the lessor and lessee; it states how long the property is to be leased, “the term of the lease,” and amount of rent to be paid. The lease is not required to be signed by the lessee; the signature of the party against whom you seek to enforce the lease is required. However, a written lease gives better protection to both parties; especially in the event of a dispute.

Q: My landlord gave me a written lease but it does not include all the information that the lease is required to include. A: No. The written lease is not required to be in writing. The written lease is not required to be in writing. The written lease is not required to be in writing. However, all agreements must be in writing to create a lease that is enforceable against the landlord.

Q: Can I rent an apartment if it is for a term of less than three years? A: No. Under North Carolina law, you can do the following things without fear of eviction:

- Consult a private attorney for advice.
- Complain to government agencies (such as housing inspectors and health departments).
- Organize with other tenants to assert your rights.
- Sue the landlord to enforce the lease. However, a landlord may choose not to renew the lease at the end of the current term.
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