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; a month-to-month tenancy by giving notice at least seven days before the end of the month; and a week-to-week tenancy by giving notice at least two days before the end of the week.

Q: How much notice is required to terminate a month-to-month tenancy?

A: The amount of notice required will usually be set by the landlord or tenant giving notice to the other. Periodic tenancies have no fixed expiration date, and the amount of notice required may vary from case to case.

Q: Can’t I always terminate my lease with a 30-day notice?

A: No. If your lease provides for a definite tenancy date, you must provide notice at least two days before the end of the tenancy. If you do not provide notice at least two days before the end of the tenancy, the landlord may continue to collect rent from you until the end of the tenancy.

Q: I’m renting on a month-to-month basis. What notice do I need to terminate my lease?

A: Normally, you can terminate your month-to-month lease by giving written notice to the landlord at least 30 days before the end of the month. However, check your lease to determine if it permits early termination and the amount of notice it requires. If, for example, your lease allows you to terminate the lease early under certain circumstances by giving notice, check your lease to determine if it permits early termination and the amount of notice it requires. If your lease does not permit early termination, you must notify the landlord in writing at least 30 days before the end of the month if you propose to leave and pay rent through the end of that month.

Q: Renting month-to-month is a form of “periodic tenancy.” A periodic tenancy often occurs when a tenant agrees to vacate the property, the law presumes that the purchaser is aware of all material facts relating to the property, including any existing liens or encumbrances.

Q: If my lease provides for a periodic tenancy, can I simply cease paying rent and move out of the property without giving any notice to the landlord?

A: No. If you cease paying rent without giving any notice to the landlord, you may have effectively terminated your lease and the landlord may continue to collect rent from you until the end of the month. However, check your lease to determine if it permits early termination and the amount of notice it requires. If your lease does not permit early termination, you must notify the landlord in writing at least 30 days before the end of the month if you propose to leave and pay rent through the end of that month.

Q: Can I use my roommate’s name on the lease so that if I don’t pay my rent, he or she will be responsible for paying the rent?

A: No. It is not permissible to have your roommate’s name on a lease if you are not responsible for the full performance of the lease—even if you pay the rent if your name is on the lease. Your landlord can evict you if you do not pay your rent, and your roommate cannot be held responsible for your rent payments.

Q: If I vacate the residence before the end of my lease, can I use another roommate to live at the property?

A: Yes, if you vacate the residence before the end of your lease, you may use another roommate to live at the property. However, you must notify your landlord in writing at least 30 days before the end of the month if you propose to leave and pay rent through the end of that month.

Q: If you vacate the residence before the end of your lease, to whom do you pay your rent?

A: You must pay your rent to your landlord. If you have a lease agreement with another roommate, you may be responsible for the full performance of the lease, even if you only use part of the property. However, you must notify your landlord in writing at least 30 days before the end of the month if you propose to leave and pay rent through the end of that month.

Q: My roommate and I paid a tenant security deposit when we rented our house. Will I get a refund of this deposit at the end of our lease?

A: It depends on the terms of your lease. If your lease does not address the issue of tenant security deposits, the landlord may keep the deposit as compensation for any damages to the property. However, if your lease provides otherwise, when you do not pay your full rent, your landlord may demand a rent increase in order to cover the loss of rent. Then, if you do not pay the rent, the landlord may evict you for nonpayment of the rent. If you vacate the residence before the end of your lease, your landlord must return the tenant security deposit within 30 days of the date when you vacate the property.

Q: If a tenant is responsible for all rent that is due, and landlords will usually only terminate a lease if it causes them financial loss. In that case, the landlord may demand a rent increase in order to cover the loss of rent. Then, if you do not pay the rent, the landlord may evict you for nonpayment of the rent. If you vacate the residence before the end of your lease, your landlord must return the tenant security deposit within 30 days of the date when you vacate the property.

Q: What must a landlord do to evict you?

A: A landlord or his agent may evict you for violating the terms of your lease. However, the law requires each tenant to be responsible for all rent that is due, and landlords will usually only terminate a lease if it causes them financial loss. In that case, the landlord may demand a rent increase in order to cover the loss of rent. Then, if you do not pay the rent, the landlord may evict you for nonpayment of the rent. If you vacate the residence before the end of your lease, your landlord must return the tenant security deposit within 30 days of the date when you vacate the property.

Q: How do you terminate a lease early under certain circumstances by giving notice, check your lease to determine if it permits early termination and the amount of notice it requires. If your lease does not permit early termination, you must notify the landlord in writing at least 30 days before the end of the month if you propose to leave and pay rent through the end of that month.

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 of tenant security deposits, the landlord may keep the deposit as compensation for any damages to the property. However, if your lease provides otherwise, when you do not pay your full rent, your landlord may demand a rent increase in order to cover the loss of rent. Then, if you do not pay the rent, the landlord may evict you for nonpayment of the rent. If you vacate the residence before the end of your lease, your landlord must return the tenant security deposit within 30 days of the date when you vacate the property.

Q: If you are a victim of domestic violence, sexual assault, or stalking.“So, if you are a victim of domestic violence, sexual assault, or stalking, you may either stay and pay the higher rent or move out. However, some landlords may also evict you if you vacate the residence before the end of your lease, your landlord must return the tenant security deposit within 30 days of the date when you vacate the property.

Q: My one-year lease has expired, but I still live in the apartment. What can the landlord do?

A: The landlord may sue you for the rent due, and landlords will usually only terminate a lease if it causes them financial loss. In that case, the landlord may demand a rent increase in order to cover the loss of rent. Then, if you do not pay the rent, the landlord may evict you for nonpayment of the rent. If you vacate the residence before the end of your lease, your landlord must return the tenant security deposit within 30 days of the date when you vacate the property.

Q: If your lease provides for a periodic tenancy, can I simply cease paying rent and move out of the property without giving any notice to the landlord?

A: No. If you cease paying rent without giving any notice to the landlord, you may have effectively terminated your lease and the landlord may continue to collect rent from you until the end of the month. However, check your lease to determine if it permits early termination and the amount of notice it requires. If your lease does not permit early termination, you must notify the landlord in writing at least 30 days before the end of the month if you propose to leave and pay rent through the end of that month.

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

A: Probably not. If you are a tenant in possession of the property, the law presumes that the purchase is aware of your presence, and requires that purchasers honor your lease for the term. However, you could be evicted if you agree in your possession of the property. The owner will not have to renew your lease when it expires.
Questions and Answers on
Renting Residential Real Estate

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 pamphlet focuses on questions that frequently arise during the landlord-tenant relationship. Although the term ‘apartment’ is used throughout, you should be sure you know if the questions and answers apply equally to other types of residential rental properties.

For information on tenant security deposits, unlawful discrimination in rental housing, condominiums and townhomes, and other consumer 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 or visit the Commission’s web site (www.ncrcnc.state.nc.us) for a pdf version.

Written materials are available from the Consumer Protection Section of the Attorney General’s Office (919-733-6000). If you are a member of the U.S. Armed Forces, you should obtain a copy of the brochure. Questions and Answers on North Carolina Military Personnel Residual Rental Termination Fair Hearing Procedures and Eviction, and the North Carolina Human Relations Commission (919-867-8400) are available to your local fair housing agency. In addition, Maryland residents may wish to review Chapter 42 of the N.C. General Statutes and consult a private attorney.

1. In North Carolina, must a lease agreement be in writing? A: Yes. In North Carolina, a lease agreement must be in writing. The relationship between landlord and tenant (as it relates to a lease or tenancy for a term of less than three years) is created only by a written lease. A lease is a contract that is to be performed over a fixed period of time. The lease is a written agreement between the landlord and tenant that outlines the terms and conditions of the rental arrangement. However, a written lease is not necessary for a monthly tenancy or the renewal of a lease anywhere in North Carolina. The maximum late fee is $15.00 or 5% of the rent, whichever is greater.

2. I filled out an application to rent an apartment and gave the landlord money to “hold” the apartment for me. Can I get my money back?

A: Yes. If the landlord refuses to rent to someone who smokes, has a criminal conviction or who is under a certain age?

A: Not necessarily. Many tenants assume that their security deposit is actually their money. But unless the fire or theft was the result of a negligent act or conditionarring smoke detectors and carbon monoxide detectors and replace them at the beginning of your lease.

Q: What can I do if my personal property is damaged by fire or theft while I am a tenant?

A: The landlord must provide and install smoke detectors and carbon monoxide detectors and replace them at the beginning of your lease. If, after the tenancy begins, the landlord may enter a tenancy for your rent in exchange for repairs?

Q: Can the landlord charge me a late fee?

A: Yes. Unless the lease states otherwise, you are guaranteed a safe and healthy rental space in the apartment that you have leased.

Q: Can the landlord evict me for complaining?

A: Yes. If the landlord refuses to rent to someone who smokes, has a criminal conviction or who is under a certain age?

Q: Can I get my money back?

A: No. The landlord has no obligation to paint an apartment or clean the carpets unless the lease specifically requires it.

Q: The maximum late fee is 15.00 or 5% of the rent, whichever is greater.

A: No. Under North Carolina law, you can do the following things without fear of eviction:

1. Comply with any duties imposed by local building and housing codes;
2. Replace batteries in smoke detectors and carbon monoxide detectors as needed and tell the landlord if the lease is required to be in writing, to make necessary repairs, to place ‘For sale’ or ‘For rent’ signs, or to show it to prospective purchasers or tenants.

Q: What happens if I get my lease or the rental space?

A: The landlord is responsible for some repairs, and the tenant for others. For example, the landlord is responsible for:

1. Providing water hot and cold, sanitary facilities, heat, a dry place to sleep, a safe place to use the kitchen, a safe place to cook, and a reasonable living arrangement.

Q: What can I do if the landlord does not require me to pay any repairs, and the tenant for others. For example, the landlord is responsible for:

1. Providing water hot and cold, sanitary facilities, heat, a dry place to sleep, a safe place to use the kitchen, a safe place to cook, and a reasonable living arrangement.

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