In North Carolina, must a lease agreement be in writing?  
A: No. 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 names of the landlord and tenant(s), a location of the property to be leased, the term of the lease (period of the lease), and the amount of rent to be paid. [Note: If the lease is in writing, the signature of the party against whom you sue to enforce the lease is required.]

Can the landlord come into my apartment periodically just to check its condition?  
A: No. The landlord must give you written notice of times and upon reasonable notice. If your lease doesn't include this, the landlord has no right to enter your apartment during the term of a lease, unless the lease states otherwise.

Do landlords have to repair anything in my apartment that breaks down?  
Q: What if I signed a lease accepting the apartment “as is”?  
A: Yes. If the landlord was responsible for some repairs, and the tenant for others. For example:

- Maintain in good, safe working order all electrical, plumbing, sanitation, heating, ventilation, air conditioning and other facilities and appliances; and
- Provide and install smoke detectors and carbon monoxide detectors and replace batteries at the beginning of your tenancy; Note: after the tenancy begins, the landlord may enter a written agreement with you to pay you or reduce your rent in exchange for repairs.

The tenant must:
- Keep the rental unit clean (including toilet, sinks, and baths) and as safe as conditions permit;
- Dispose of trash and garbage in a clean and safe manner;
- Pay the rent as promised and otherwise comply with the lease;
- Do not let anyone who is not a tenant into the rental unit (except for reasons other than those specified in the Fair Housing Act. However, the landlord should apply his or her selection criteria consistently with all prospective tenants.

Can the landlord evict me for complaining?  
Q: Can’t I always terminate my lease with a 30-day notice to the landlord?  
A: No. Unless your lease states otherwise, you are guaranteed the option of early termination of your lease. However, you also agree the landlord's guarantee is to pay the agreed-upon rent, on time, for that period.

Is it possible to terminate my lease without a Notice to the landlord?  
No. Under North Carolina law, you can do the following things without fear of eviction:

- Comply with the lease;
- Complain to government agencies (such as housing, sanitation and health departments);
- Assert your rights under the lease;
- Organize with other tenants to assert your rights;
- Sue the landlord to enforce the lease.

Can the landlord raise my rent?  
Q: Can a landlord charge a late fee?  
A: No. However, if you are more than five days late, then you may be charged a late fee. The maximum late fee is 10% of the rent, whichever is higher.
Q: You are renting on a month-to-month basis. What notice must I give to terminate my lease?

A: Renting on a month-to-month basis is a form of “periodic tenancy.” A periodic tenancy often occurs when a tenant remains in the apartment after the expiration of the initial lease term. Periodic tenancies have no termination date and may be terminated by either the landlord or tenant giving notice to the other. The termination date and may be terminated by either

doing one of the following:

1. Giving a 30-day notice to terminate it, typically, you must give the landlord notice at least 30 days before the end of the month in which you propose to leave and pay rent through the end of that month;

2. Filing an eviction lawsuit against you.

Q: My lease has expired, but I still live in the property and pay rent on a monthly basis. Now the landlord says he is increasing your rent. What notice or other action do I need to take?

A: If you would like to remain in the lease, you are only required to give a 30-day notice to terminate it. Typically, you must give the landlord notice at least 30 days before you vacate the property.

Q: My one-year lease has expired, but I still live in the apartment. Can I pay my 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 losses (i.e., court fees and other damages from you).

Q: My roommate and I paid a tenant security deposit for my fair share if I vacate the property before my roommate?

A: No. Typically a landlord will not refund a portion of the tenant security deposit to a roommate who is moving out or if other tenants in the lease remain in the residence. In most cases, the tenant security deposit will be held in trust by the landlord until the last tenant leaves. At that time, the deposit will be returned, less any unpaid rent, deductions, or damages. Your roommate is not responsible for the performance of the lease—even if your roommate’s name is also on it. Many written leases require each tenant to be responsible for all rent that is due. Your roommate must set the termination date at least 10 days or more after the date of the formal notice from the landlord to terminate your tenancy.

Q: My landlord is increasing my rent. Does the increase have to be in writing?

A: North Carolina law requires landlords to give their tenants 30-day notice to increase the rent. Notice must be in writing and must be delivered to the tenant by certified mail, return receipt requested, or any other means that will ensure that the tenant actually receives notice.

Q: What must a landlord do to evict me?

A: A landlord or a host must give you a notice or complaint against you in court describing why you should be ejected. The landlord may recover unpaid rent, court fees and other damages from you.

Q: How do I know if the apartment I am renting on a month-to-month basis will be sold? Many leases permit the landlord to shorten the tenancy or the automatic renewal of a lease.

A: If you vacate the residence before the end of your lease, you must pay the appropriate rent to the clerk of court. You can appeal the decision within ten days. However, defenses to the eviction may be permitted to begin the summary ejectment proceeding in court, if you can show some other way), the landlord may file a “summary ejectment” complaint against you in court describing why you should be ejected. The landlord may recover unpaid rent, court fees and other damages from you.

Q: What defenses do I have if the landlord tries to evict me?

A: In most cases, the tenant security deposit will be held in trust by the landlord until the last tenant leaves. At that time, the deposit will be returned, less any unpaid rent, deductions, or damages. Your roommate is not responsible for all rent that is due. Your roommate must set the termination date at least 10 days or more after the date of the formal notice from the landlord to terminate your tenancy.

Q: What happens if a landlord evicts a tenant for a violation of a lease provision?

A: Generally, the tenant stays in possession of the tenant security deposit and a roommate who is moving out or if other tenants in the lease remain in the residence. In most cases, the tenant security deposit will be held in trust by the landlord until the last tenant leaves. At that time, the deposit will be returned, less any unpaid rent, deductions, or damages. Any remaining tenants remaining the home at the notice of the landlord that you are no longer responsible for the lease will vacate the curtilage of your roommate. The landlord may recover unpaid rent, court fees and other damages from you.

Q: A tenant residing in a property containing less than 15 rental units, which is being sold in a foreclosure proceeding, may terminate the lease and move out without penalty or breach of the lease. However, the tenant must set the termination date at least 10 days or more after the date of the formal notice from the landlord to terminate your tenancy.

Q: What must a landlord do to evict me?

A: A landlord or a host must give you a notice or complaint against you in court describing why you should be ejected. The landlord may recover unpaid rent, court fees and other damages from you.

Q: A provision of your lease, but must do so according to lawful procedures. For example, unless you have violated your lease in some other way), the landlord may file a “summary ejectment” complaint against you in court describing why you should be ejected. The landlord may recover unpaid rent, court fees and other damages from you.

Q: What is the difference between a month-to-month tenant and a month-to-month rental agreement?

A: A month-to-month tenant is one who enters into a written or unwritten agreement to rent a property for a specific period of time, such as one month, and is typically subject to notice. However, some leases automatically expire at the end of the lease term and have no renewal provision.

Q: If you vacate the residence before the end of your lease, you must pay the appropriate rent to the clerk of court. You can appeal the decision within ten days. However, defenses to the eviction may be permitted to begin the summary ejectment proceeding in court, if you can show some other way), the landlord may file a “summary ejectment” complaint against you in court describing why you should be ejected. The landlord may recover unpaid rent, court fees and other damages from you.

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