

## Late Fees

A landlord may impose a late charge on any rental payment five days or more late, of the greater of \$15 or 5% of the payment, but only once for each late rental payment.

## Who Owns What

Unless the tenant and landlord agree otherwise, any improvement made by the tenant to the rental property may become part of the real estate and thus belong to the landlord.

## Eviction

Under North Carolina law, a landlord can evict a tenant *only* by using the “Summary Ejectment” court procedure.

# Alternative Residential Mediation and Eviction Diversion Programs

The Human Relations Department’s **Alternative Residential Mediation (ARM)** program offers mediation to tenants and landlords as an alternative for settling non-discrimination-based landlord/tenant disputes before they go to court. ARM is sanctioned by the Forsyth County District Court, Legal Aid of NC, and the City Attorney’s Office.

ARM provides a simple mechanism to mediate and settle disputes that arise under the North Carolina Residential Agreement Act. Forsyth County District Court refers landlord/tenant cases to the Human Relations Department that are ripe for mediation. Certified mediators in the department use the North Carolina Residential Agreement Act as a guide to assist parties mutually resolve their disputes. Participation is voluntary, and the parties in the case retain the ability to go to court if mediation does not resolve the dispute. There is no cost to participate.

The Human Relations Department, in partnership with Legal Aid, also offers a free **Right-to-Counsel program** for low-to-moderate income tenants facing eviction. Legal Aid provides attorneys and paralegals who work directly with qualifying tenants to mediate and/or litigate eviction cases.

# Landlord/ Tenant

## RIGHTS AND RESPONSIBILITIES



**Contact Us**  
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**CityLink311**

**City Council:** Mayor Allen Joiner; Denise D. Adams, Mayor Pro Tempore, North Ward; Barbara Hanes Burke, Northeast Ward; Robert C. Clark, West Ward; Vivian V. Joiner, South Ward; Regina Ford Hall, Northwest Ward; Scott Andree-Bowen, Southwest Ward; Annette Scippio, East Ward; James Taylor, Jr., Southeast Ward; City Manager: W. Patrick Pate



# Tenants

## Tenants have the right to...

- Exclusive possession of the property they rent or lease.
- Be provided a safe and sanitary environment.
- Expect needed repairs to be made in a timely fashion.<sup>1</sup>
- Expect repairs for normal wear and tear to be made without cost.
- Receive proper notice to vacate the premises.
- Complain to their landlord.
- Complain to appropriate government agencies.
- Join with other tenants to secure their rights without fear of eviction.
- Vacate the premises if the landlord does not fulfill his/her responsibilities.
- Seek relief through the courts for non-fulfillment of legal duties by landlord.
- Exercise any other rights under which the rental agreement was signed and/or other rights under the law.

Tenants must obey the legal duties and requirements of their lease to be entitled to these rights.

<sup>1</sup> The tenant must request repairs from landlord the landlord in writing, except during emergencies.

## Tenants are responsible for...

- Paying the rent on time.
- Keeping their dwelling clean and safe.
- Causing no damage/preventing others from causing damage to the premises.
- Paying repair costs for any damages not due to normal wear and tear.
- Leaving the premises in good, clean condition upon termination of lease.
- Inspecting the premises upon occupancy and notifying the landlord in writing of any damages or defects discovered.
- Following the rules and policies in the rental contract.

# Landlords

## Landlords have the right to...

- Rent property for whatever amount they choose.<sup>1</sup>
- Rent to whomever they wish so long as it does not violate local, state, or federal laws.
- Set any terms in the rental agreement provided the terms are not contrary to local, state, or federal laws.
- Evict tenants who violate their rental agreements.
- Enter, inspect, and make repairs on or show property at reasonable times and in a reasonable manner.
- Have their property returned in the same condition as it was when occupancy took place, with the exception of normal wear and tear.

Landlords must fulfill their legal obligations as a landlord to be entitled to these rights.

<sup>1</sup> Landlords cannot raise rent during the term of a lease and must give proper notice to tenants of any changes if they are week-to-week or month-to-month.

## Landlords are responsible for...

- Complying with current applicable building and housing codes.
- Making all necessary repairs to keep rental premises in a fit and habitable condition.
- Keeping all common areas in safe condition.
- Promptly repairing and maintaining all facilities and appliances they supply or are required by law to supply.
- Notifying tenants in writing if they have breached any responsibilities as imposed by law.



# Other Legal Issues

## Security Deposits

A landlord may charge a tenant a maximum security deposit of the following amounts:

- Two weeks' rent if tenancy is week to week.
- One and a half months' rent if tenancy is month-to-month.
- Two months' rent if tenancy is for longer periods.

If a tenant breaks a lease, the landlord may use the security deposit to protect him/herself from loss:

- if a tenant fails to pay rent.
- if a tenant damages the property.
- if a tenant leaves before the rental term ends.
- if a tenant vacates the premises without proper notice.
- if the landlord incurs court costs evicting a tenant.
- if the landlord incurs costs for re-renting dwelling.
- if the landlord processes a lien on the rental property because of a tenant's use.

A landlord must either place the security deposit in a banking or savings institution or obtain a bond from an insurance company licensed to do business in North Carolina to secure repayment of the security deposit if the tenant is entitled.

Within 30 days of the beginning of the lease, the landlord must notify the tenant of the name and address of the institution/company with the account/bond.

Within 30 days after a tenant has vacated the premises, the landlord must either refund the security deposit or deliver an itemized statement of any damage along with any balance of the security deposit.

If the landlord does not know the new address of a tenant, he/she must hold the balance of any security deposit for at least six months.

A landlord is not required to pay interest on security deposits.

A landlord cannot withhold any part of a security deposit for conditions due to normal wear and tear and may keep the deposit only to the extent necessary to cover losses.