



When You Rent

A Rental Housing Handbook

Revised 2008



Introduction

This handbook provides information for renters, residential rental property owners and managers in Charlotte and Mecklenburg County. Many problems that arise in residential rental transactions are the rights and responsibilities of the parties involved. While there are a number of useful handbooks and brochures that provide some of this information, a single, comprehensive source of information has not been available. The Fair Housing Subcommittee of the Charlotte Mecklenburg Community Relations Committee developed this handbook to provide a comprehensive guide to rental law and practice that public and private service agencies may use to advise their clients.

This handbook is designed to serve as a quick reference about specific problems rather than a text to be read from cover to cover. The table of Contents lists every subject covered in the handbook and is organized by major categories. Although every effort has been made to provide accurate and up-to-date information in this handbook at the time of publication, some information will become inaccurate as time passes. And although great care has been taken to state provisions of law accurately, this handbook should not be used as a legal manual.

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LOOKING FOR HOUSING

You can gain invaluable knowledge about renting by talking to friends and co-workers about their rental experiences. They can help you avoid many problems in selecting housing and may even be able to refer you to the kind of housing you want. By learning about other people's experiences you can gain invaluable information that could otherwise take a lifetime to learn.

WHERE TO FIND HELP

One helpful publication, available in the Charlotte-Mecklenburg area, is the *Apartment Finder*. It provides information about many apartment complexes, including type and size, location, rent, deposits, whether pets are permitted, and apartment features. It contains a map, an index that identifies apartments, and an alphabetical listing of apartment complexes. This guide is published three times a year, so its information may not be current. However, it may be useful in narrowing your search. Copies of the *Apartment Finder* may be obtained free of charge at the publisher's office, Southeast Publishing Ventures, Inc., 528 East Boulevard, Charlotte, NC.

Signs advertising vacancies are one of the best ways to locate housing when you have decided on a specific area or neighborhood. Take a trip through the area you want to live in and look for "For Rent" yard signs.

Classified newspaper advertisements are another source of information. These ads list property available for rent from private owners and from real estate companies. If you know where you want to find housing, these ads will help narrow your search. The ads will also list special offers from some apartment complexes, such as waived or reduced application fees and rent specials, to promote leasing.

The Charlotte Apartment Association office provides general information about apartments owned or operated by its members, who represent many of the larger complexes. There are also several businesses that offer apartment locator services, and at least one that offers to locate suitable roommates to share an apartment. All charge a fee for their services. They are listed in the yellow pages of the telephone directory under "Apartment Finding and Rental Service" and "Apartment Sharing Service."

Real estate agencies that rent property and apartment rental offices are the places to call when you know what you want and how much you can pay for housing. These are listed in the yellow pages of the telephone book. Once you have decided on a few housing possibilities, call the agencies or rental offices to see if vacancies exist. If you are interested in seeing an apartment, you can schedule an appointment though many apartment complexes welcome walk-in business.

LOOKING AT PROPERTY

When you inspect the apartment or house, look carefully at everything. Make sure everything works, including the refrigerator, stove, toilets, heating, and air conditioning. Check doors and windows to see if they are tight and that the locks operate. Look for damage to walls, ceiling, rugs, floor, and furniture (if the apartment is furnished). Ask about repairs you think are needed. Repairs can be made more easily before, rather than after, you move in. Have a definite understanding about which repairs, if any, will be completed and when those repairs will occur. (See the summary of repairs required by the housing codes on pages 20 and 25 of this booklet.) This will enable you to decide whether you want to apply for that apartment.

There are no rent control laws in North Carolina; rents depend upon supply and demand. Occasionally owners and managers make special offers to rent vacant units. These offers may include a reduction in rent for a specified period of time, a short-term lease, or other incentives.

Always ask whether any special offers are being made and find out when the offer expires so you can take advantage of it if you decide to apply.

APPLYING TO RENT

If you decide to apply to rent an apartment or house, be sure any oral agreements about repairs or other work on the unit are put in writing, preferably on the application. But, if not, your rights as a tenant are still protected by law, although a written agreement may eliminate questions that might arise with an oral agreement. If you cannot see the apartment you are interested in and are shown a similar one or a model, arrange to come back when the unit is ready to be shown. You should not rent a unit that you have never seen, even if you risk losing the apartment to someone else.



When you speak to an owner or rental agent, make sure you tell him/her about your housing needs and ask about procedures for processing applications and qualifying applicants. Find out how long it will take to get possession of the property, what fees are charged, exactly what deposits are required, how much the rent is, the cost of utilities, and whether there are any other charges, such as parking, use of the pool or recreation center, etc.

Read the application before you sign it. Make sure the information you provide is accurate. Make sure you understand the obligations you are accepting when you sign the application. These obligations generally include the payment of an application fee (or credit check fee); the security deposit, or a part of it, may also be required at the time of application. This may sometimes be referred to as a "good faith" deposit to guarantee that you will rent the property if it is offered. Any deposit that is to be used for a security deposit is subject to the laws governing regulation of security deposits (see Deposits and Fees). Such deposits must be refunded if you decide not to rent. The property owner may, however, retain a portion of the deposit to cover any actual damages or losses suffered, such as lost rent because the property was reserved for you. A deposit left in "good faith" to ensure that you will rent an apartment (not a security deposit) may be automatically forfeited if you fail to rent. "Good faith" deposits are not provided for under state law. If you leave a "good faith" deposit with no written agreement for its return and you do not rent the apartment, the owner or manager is not obligated to return it.

QUALIFYING TO RENT

How much can you afford for an apartment? A rule of thumb used by many property owners and managers is that a renter's monthly income must be four times the monthly rent charged, or that the rent cannot exceed 25% of monthly income. Another way to state this rule is that weekly income must equal the monthly rent amount. If you are married and both you and your spouse work, the income of both husband and wife may be counted to determine total income. However, if you live with a friend or relative other than a spouse, each person may be required to qualify separately. In that case, the income of each person must meet the rule of thumb the owner or property manager requires. Income includes wages and regular payments such as alimony, child support, social security, etc. You will need to provide proof of total income.

Standards for qualifying applicants and the procedures used to qualify applicants and lease property may differ in some details. Be sure to find out specific standards and procedures followed by the owner or manager you seek to rent from. Generally standards include an adequate income, satisfactory credit record and acceptable rental records. In some cases if an applicant does not qualify on one of these standards, a co-signer who can qualify may be required, or an applicant may be required to have a savings account sufficient to cover the rent for the lease period.

Your employment record, your credit record and your rental record will be checked. The property owner or manager may do this directly or by another agency that provides such information to owners and managers for a fee. This report contains information about an applicant's credit record, employment, rental history and other information provided by the applicant's bank and references. Agencies will inform a rejected applicant, upon request by that applicant, of the information they provided to a property owner or manager.

LEASES

A lease is an agreement between an occupant of rental property and the owner of the property, the owner's agent or the management company that represents the owner. Generally provisions of a lease are binding, but some parts of a lease may be unfair and illegal and, therefore, not binding. Leases may be written, oral or a combination of each. Oral leases and combinations of oral and written leases are as enforceable as a written lease is, however, a lease for a period of longer than three years must be written. It is strongly recommended that all terms of a lease be put in writing and signed by all parties so there is no misunderstanding of what the lease provides. Oral agreements are hard to prove.

READ THE LEASE

Always read the lease before signing it. If you do not understand any part of the lease, ask for an explanation in terms you understand. Do not hesitate to ask questions before signing. Remember, you will be required by law to do whatever the lease says after you sign it (provided it is not against state or federal law). Do not sign a lease with any blank spaces. Make sure all the information required by the lease is written in before signing it, especially the amount of rent, the security deposit, and the exact dates of the lease term. If some blanks do not require information, strike through them before signing the lease.



PUT ALL AGREEMENTS IN THE LEASE

If there is a written lease, do not accept any oral promises or statements as part of the lease. These should be written into the lease form before you sign it and initialed by you and by a person who has the authority to act for the owner or the property agent. If parts of the lease are objectionable and the owner or her/his legally authorized representative is willing to omit them, make sure these parts are crossed out and initialed by all parties to the lease before signing it. The courts will not enforce oral agreements that contradict a written lease. Written or oral agreements made after the original lease is entered into will be enforced only if all parties to the lease benefit from the agreement.

TERMS OF THE LEASE

Terms of the lease are the specific agreements made between parties to the lease. To create a valid lease and tenancy, a lease must have at least four key terms:

- A clear description of the parties to the lease, including names—The owner of the property does not have to be named in the lease if the owner's duly authorized agent is named
- A clear description of the dwelling to be occupied, including the address

- The specific amount of money to be paid by the lessee or occupant to rent the dwelling—If the lease created a tenancy for years, the total amount of rent to be paid for the initial term will usually be stated in the lease as well as the amount of the monthly payment
- The amount of a security (or any other refundable) deposit, if required—The place of deposit must also be stated in the lease
- The initial term of the lease or tenancy—That is, the dates when the tenancy begins and ends (if the lease creates a tenancy for years) or the period of time of the tenancy (monthly or weekly if the lease creates a periodic tenancy)

All occupants (sometimes called lessees) must be named in the lease for them to be legally obligated to pay rent and meet any other terms of the lease. Normally, this will include all adults residing in the dwelling rented. Leases usually also require that all other occupants of the dwelling, including other adults and children, be named in the lease, even if they are not legal parties to the lease. Leases usually provide that the lessee(s) and other occupants named in the lease are the only persons who may occupy the dwelling rented or use the facilities available to the occupants, unless prior written consent is granted by the owner or owner's agent. It is important to remember this. The lessee may be in violation of the lease and subject to eviction if anyone other than an occupant named in the lease lives in the dwelling on a regular basis or for any extended period of time.

SIGNING THE LEASE

Your decision to rent an apartment is usually based on predetermined application qualifications as well as any information obtained directly from the owner or manager. If you qualify, you will be notified that the housing is being offered to you and asked to arrange to sign the lease and pay the first month's rent and any required deposits (see Deposits and Fees). Be prepared to make all payments required at the time the lease is signed. Do not sign the lease until you have read it thoroughly. The lease obligates you to pay rent for a specified period (the term of the lease) and to abide by certain stipulations in the lease. It also guarantees you occupancy of the housing for the term of the lease, provided you fulfill your obligations and the owner or manager fulfills his/hers. All leases are not alike; you should not assume you know what is in a lease without reading it (see Leases).



POWER OF THE LEASE

Terms of the lease generally determine your rights. Courts will enforce the lease as written, except where it is illegal. A lease cannot require any party to the lease to do anything unlawful or immoral. For example, the lease may not shift the landlord's duties to repair to the tenant. Legal advice may be required to determine whether a specific lease provision violates the law. Even if one provision of a lease is found to be unlawful, the other provisions are still in effect.

OTHER LEGAL STANDARDS

When the lease is silent or does not cover a specific issue in a tenancy, other factors may provide a guide to what is valid. These include:

- State landlord-tenant law (N.C. General Statutes, Chapter 42)—There are certain things required by state law of all parties to a lease, whether stated in the lease or not. These are set forth in the appropriate sections of this handbook.
- Court decisions—State courts may interpret state law in specific cases or controversies if the law is not specific enough. Courts may, therefore, interpret the meaning of the terms of a lease if those terms are not otherwise defined and there is a difference of opinion about the terms among parties to the lease.
- Housing code or building code of the local area—these vary considerably from place to place. However, a property owner is responsible for maintaining the dwelling according to the requirements of the local housing code whether the lease says anything about it or not. For example, if screens are required at all windows by the housing code, screens must be provided even if the lease says nothing about screens (see Housing Codes).
- Agreements between parties to the lease other than those in the lease—such agreements, whether oral or written, must provide an actual exchange of benefits among all parties if made after the lease is signed (all such agreements should be in writing).
- Conduct of the parties—even unspoken agreements may bind parties if the agreement amounts to acceptance of the conduct or habitual practice of one of the parties. For example, if there is no stated date for payment of rent, the court may determine a reasonable due date, based on the due date normally used by a property owner for other residents. But, a tenant's acceptance of a dwelling in bad condition does not mean the tenant has legally agreed not to insist on repairs. The law states a landlord cannot be released from his/her obligations.

TENANCIES

The lease creates a tenancy (a legal right to occupy a dwelling) and describes the kind of tenancy it creates; it may be a tenancy for years (one for a specified time) or a periodic tenancy (one from month to month or week to week). The length of the tenancy is the lease term of the lease. When that period or term ends, the rental agreement or lease normally also ends, however, many leases or rental agreements provide for automatic renewal either on a month-to-month basis or for the same period as the initial term (the original lease term). If the lease is renewed, all terms of the lease or rental agreement continue to apply unless the parties amend the terms by words or actions. If one party gives notice of a change in the lease at the end of the initial term, the other party (or parties) has the option of accepting the renewal under the new terms or withdrawing, with no penalty, from the lease at the end of the initial term.

RENEWAL OF LEASE

A renter has no legal or equitable right to renewal of a lease if there is no provision for renewal in the lease. Any agreement not in the lease to give a renter the option to renew the lease is not binding on the owner or manager unless the renter has given the owner or manager something in exchange for the option.

HOLDING OVER AFTER INITIAL TERM OF A ONE-YEAR LEASE

If the lease does not provide for the renewal or extension of the term and a renter remains in possession of the property after expiration of the initial term of the lease, the renter is considered to be "holding over." The owner or manager may either accept this continued occupancy or take

action to evict. If a renter holds over and pays rent for another period and the landlord has accepted such rent, the lease automatically renews on a month-to-month basis. The new period will be the same as the initial period unless the lease provides otherwise.

WITHDRAWAL

Leases often provide, under certain penalties, for withdrawal from a lease before the end of the initial term. For example, if the initial term is for one year, a renter may be required to pay rent for the first 120 days whether or not he/she stays that long. This may be true even if the owner or agent agrees to release the renter from the rest of the entire term rent payment. If a renter informs the landlord that he/she is moving out early, the landlord must make a good faith effort to mitigate his/her damages. Some leases permit early release only if the renter can prove that his/her employer has transferred him/her to another location at least 50 miles away. Proof required is usually a written statement from the employer. Victims of domestic violence who need to escape their abuser with a safety plan are entitled to give notice of termination without further penalty or liability. Such victims should consult an attorney in order to provide sufficient documentation

BREACH OF LEASE

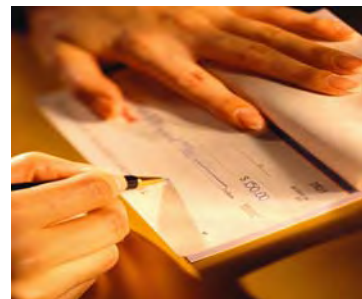
A breach of lease exists when a renter, owner or manager fails to fulfill any term of the lease required of that party. An owner may evict a renter for breach of lease only if the lease provides for repossession by the owner or manager if the term of the lease is broken. A breach of lease also exists, even if not stated in the lease; if a renter fails to pay rent within ten days of the date payment is demanded. A lease may, however, provide for repossession for nonpayment sooner than ten days after the due date.

To evict a renter, the owner or manager cannot accept rent after the breach if the owner or manager intends to evict the renter. The right to repossess the property because of that breach is waived if the owner or manager continues to accept rent thereafter. It should be noted that the owner is entitled to payment for the use and occupation of the property, and the renter is liable for that payment.

You should read this sample lease before you rent so you will be familiar with terms and requirements likely to be found in a lease. If you already rent property and have not read your lease, you should do so now.

DEPOSITS AND FEES

When you rent a house or apartment certain deposits and fees, in addition to the rent, will usually be required. Generally, a deposit is an initial charge required to guarantee the return of property in good condition and is refundable when the property is returned or vacated in good condition. However, if there is any damage to or loss of property incurred by a renter, the deposit may be used to pay for necessary repairs or replacement. A fee, on the other hand, is a nonrefundable charge for services or for use of property. Some nonrefundable charges may be called deposits even though they are actually fees.



Usually, both deposits and fees must be paid before you move in to rented property. You should ask about all deposits and fees when you inquire about vacancies and before you fill out an

application. You will then know exactly how much money you will need to pay before you can move in. You should also understand the terms and conditions under which deposits will be refunded. Be sure to get receipts for all deposits and fees you pay.

APPLICATION FEE

An application fee is usually charged when you apply to rent housing. This fee covers the cost of receiving and reviewing your application to determine if you are qualified for the housing. An application fee is nonrefundable, whether or not you qualify for the housing.

GOOD FAITH DEPOSIT

Some applications refer to a “good faith” deposit to guarantee you will accept the property (providing it is as advertised) if you qualify for it. Such a deposit, if it is to be applied to the security deposit, is subject to all limitations provided for in state law for use and return of security deposits (see Security Deposit). A “good faith” deposit is not automatically forfeited if the applicant decides not to rent. However, a property owner may retain any part of it to the extent of actual damages or loss, such as loss of rental income.

KEY DEPOSIT

Part of a security deposit may be called a key deposit to guarantee the return of the key (s) when you move out. This deposit will be refunded when you return the key(s). A key deposit is not provided for in state law.

Another type of key deposit may be required when you are given a key to view, without a rental agent, property for rent. This type of deposit, most common for showing single-family housing for rent, is also refundable upon return of the key.

PET DEPOSIT AND FEES

If an owner or property manager permits pets and you have one, a pet fee may be required. State law permits a “reasonable” and nonrefundable pet fee. The term “reasonable” is not defined by law. This charge may vary considerably from place to place. This nonrefundable fee may amount to \$10.00 or more per month.

Some property owners or managers may require a pet deposit that is refundable upon leaving, provided it does not have to be used to cover damage caused by the pet. Such a deposit should be considered part of the security deposit, subject to all limitations for security deposits.

SECURITY DEPOSIT

This is the major charge, in addition to rent and utilities; you will have to pay before moving in. This deposit protects a property owner and manager from loss due to a renter’s actions.

State law regulates the amount of security deposits on the following scale:

<u>Term of Lease</u>	<u>Maximum Security Deposit</u>
Weekly:	Two Weeks’ Rent
Monthly:	One- and -a-half- Months’ Rent
Longer than Monthly:	Two Months’ Rent

LOCATION OF SECURITY DEPOSIT

State law requires that a property owner or manager inform you in writing, within thirty days after the rental or lease period begins, where your security deposit is being held. This is required if the deposit is in a licensed, insured bank or savings institution in North Carolina, is insured by a North Carolina company or is being held in a bank outside the state. This information may be stated on the lease form.

PERMITTED USES OF SECURITY DEPOSIT

A property owner or manager may use your security deposit to cover the following losses when you move:

- Non-payment of rent and court costs for collection or eviction
- Repairs for actual damages to the property for which you are responsible—State law prohibits using security deposits to cover maintenance and repairs due to “normal wear and tear.” State law does not define this term. However, the cost of cleaning and repainting, unless the property is unusually dirty, would probably be considered “normal wear and tear” and not chargeable to a security deposit. The cost of repairing a broken window would probably be charged against a security deposit.
- Costs for removal and storage of your property after you have been evicted

RETURN OF SECURITY DEPOSIT

Security deposits must be refunded within thirty days after you return possession of the property to the owner, unless the owner uses some or all of the deposit to cover losses that can be charged to you. In that case, the remainder of the deposit must be refunded within thirty days along with an itemized statement of charges made against the deposit.

Be sure to leave your forwarding address with the property owner or manager when you move so your deposit may be returned. If the property owner or manager does not have your new address, the deposit must be held for thirty days after you move out. It may then be used for any of the reasons permitted by law and listed in this section.

REMEDIES FOR FAILURE TO RETURN SECURITY DEPOSIT

If you do not receive your deposit and/or an itemized statement of charges from the owner or manager within thirty days after you move, request it in writing. Disagreements about your refund may be avoided by discussing its return with the owner or manager before you move and by using a checklist when you inspect the property before moving in or out (see Moving In). Your liability may not be limited to the amount of the security deposit if actual damages exceed the security deposit.

If the owner fails to account for and/or return the security deposit as required by law, you may take action to require the owner to account for and/or return the deposit. You may also take action if there is any unresolved dispute about the charges made against the security deposit (see Magistrate’s Court).

WHEN PROPERTY IS TRANSFERRED

If the property you are renting is sold or its management is changed, the former owner must, within thirty days, return the security deposit to you (with deductions permitted by law) or transfer the deposit to the new owner or manager and notify you of the transfer. If the deposit is transferred, the new owner has thirty days to notify you of the location of your deposit.

LATE PAYMENT CHARGES

An owner or manager may assess a charge for failure to pay rent on time. The fee may not exceed 5% of the monthly rent or \$15.00 (whichever is greater). This fee or charge must be stated in the lease or rental agreement. Be sure you know the date the rent is due each month and pay it before that date to avoid late charges. Even if you have a good excuse for late payment, you may still be charged the late payment fee.

MOVING IN

Once you have signed a lease to rent an apartment or house, there are some things you must do and some things you should do before you move into your new home.

PAY THE RENT, DEPOSIT AND FEES

Any deposit, fees and the first month's rent will normally be required when you sign the lease or take possession of the property. The lease is a legally binding contract that requires you to pay the rent for the full term of the lease as well as all required deposits and fees (see Leases, Deposits and Fees). You should ask, before signing the lease or agreeing to rent, about all charges you will have to pay before moving in and also all charges required while you are a resident. Request and keep receipts indicating the date and purpose of the payment for all payments.

INSPECT THE PROPERTY

You should make a thorough inspection of the rental property to verify its condition before you move in. This inspection is to make sure any damage or faulty conditions existing before you move in are repaired and are not charged to you when you move out. This is a different and more detailed inspection than the one you made (or should have made) when you first looked at the property when you were examining for space, general appearance, cleanliness and the working order of all equipment (see Looking for Housing).

To make this inspection worthwhile and to protect yourself from charges for damage not caused while you lived in the housing, you should:

1. Request the property owner or manager to inspect the property with you. This will allow both of you to discuss and agree on the condition of the property at the time you take possession.

If the owner, manager or an agent of the property owner or management cannot make this inspection with you before you move in, try to arrange an inspection with them as soon as possible after you move in. If you are unable to schedule a joint inspection, ask another person (not a relative or any person living with you) to accompany you on the inspection as a witness.



2. Make photos at the time you move-in, or use a Residence Condition Checklist that lists every item inspected and its condition. When you inspect an item indicate its condition on the checklist. If it is in good condition and working order, write “no damage” or “in working order.” If there is damage, describe the damage. For example, if a doorknob will not turn write, “door knob will not turn” on the list. Be sure to identify the door.

When you have marked the condition of everything, sign the list and date it. Have the property owner, manager, agent or witness who inspected the property with you sign it and date it. Give a copy to the owner or manager and keep the original in a safe place. When you move out, repeat the procedure, using the original checklist to determine any damage caused while you rented the property and for which you will be charged (see Moving Out).

If you follow this procedure, you should not have any disagreement with the owner or manager about the refund of your security deposit when you move out (see Deposits and Fees).

FIT AND HABITABLE PROPERTY

Notify the owner or manager immediately if, for any reason, the property is not “fit and habitable” and in compliance with the housing code when you are ready to move in. You do not have to live in property unfit for habitation. The law does not spell out the definition of “fit and habitable.” Unusually dirty property, an inoperable furnace (when heat is needed) or similar major problems may make property uninhabitable. The Charlotte and Mecklenburg County housing codes are very specific. They require everything to be in safe and good working condition. Discuss the situation with the owner or manager and try to agree on a solution to any bad condition. If the property is unfit for habitation and you choose not to move in until the condition is corrected, you do not have to pay rent for the time the apartment is uninhabitable. If you move into property that is uninhabitable, you will have to pay some rent for that period (see Renter’s Remedies) unless any of the 12 “imminently dangerous conditions, which make it unlawful for the landlord to collect any rent”.

If the property owner or manager does not agree that the property is uninhabitable, legal action may be necessary to resolve the dispute. The court will then have to decide whether the property is “fit and habitable.” Either party may initiate such action (see Magistrate’s Court for procedure for filing a complaint).

UTILITY SERVICES

If you must provide for your own utility service, you will have to arrange for the services to be turned on. These services require a deposit and, in some instances, a turn-on charge.

Water and Sewer

Deposit Varies
704-336-2211 or 704-336-2231

Electricity

Deposit Varies*
704-864-7711
704-735-8215

Piedmont Natural Gas

Deposit Varies**
1-800-752-7504

BellSouth

Deposit Varies***

704-378-6000

Other local businesses offer local service only for a set fee (long distance excluded). See Telephone Communications Services in the Yellow Pages.

- * Depends on whether furnace and water heater are electric or gas.
- ** Depends on amount of gas used by prior resident.
- *** Depends on applicant's credit record, projected use and other factors.

OTHER SERVICES

See the Directory of Services and Agencies for information about other services that interest you. Some services, such as weed and grass control, are available only to residents of the City of Charlotte. Others, such as permits for open-air burning, are available only to residents outside the city limits. Some services, such as housing code inspections, are provided by one agency for city residents and another for county residents. The directory lists this information.



MAINTENANCE AND REPAIRS

State laws place certain responsibilities on property owners or managers as well as renters to maintain and repair damage to property. These responsibilities are mutually dependent; that is, property owners or managers and a renter must fulfill specific duties in order for the other party to be required to fulfill his/her duties.

RENTER'S RESPONSIBILITIES

1. As the occupant of the property, you are responsible for maintaining it in a clean and safe condition.
2. You must not create any unsafe or unsanitary condition in any common area of the owner's property. Common areas are facilities that are available to all renters (swimming pool, recreation center, hallways, etc.).
3. You must dispose of trash and garbage in a clean and safe manner.
4. You must keep all plumbing fixtures as clean as their condition permits.
5. You must not deliberately or negligently damage, destroy or remove any of the owner's property or knowingly permit any other person to do so.
6. You must comply with all obligations imposed on renters by local housing codes (see Housing Codes).
7. You are responsible for the cost of repairing all damage to property in your control, except for "ordinary wear and tear" and damage caused by persons or conditions beyond your control.
8. You must notify the property owner or manager of all needed repairs that are not your responsibility and that arise after you have taken possession. You must also notify the owner or manager in writing of any needed repair to an appliance provided by him/her

unless there is an emergency situation and/or the housing codes do not require that management provide such appliances, for example, air conditioning.

9. Keep a copy of any written notices to repair that you send to the owner or manager. Some property owners and managers provide renters with a copy of the work order for repairs to be made. Keep this or a copy of your request for your records.

OWNER'S RESPONSIBILITIES

Laws require an owner to:

1. Comply with all applicable building and housing codes—In Charlotte, such codes specify most of the conditions required to keep property fit and habitable. For example, the codes require the owner to have all plumbing, heating and electrical systems working properly.
2. Keep the property in “fit and habitable” condition. Such conditions may be defined by court decisions.
3. Keep all common areas of the property in safe condition
4. Maintain in good and safe working order all electrical, plumbing, heating and other facilities provided or required to be provided by the owner—This section does not require the owner to provide such facilities, but if local codes or the rental agreement requires the owner to provide them, he/she must maintain them.
5. Provide an operable smoke detector.

The owner is not released from these obligations even if a renter accepts and lives in the owner's property when it is in need of repair or does not meet local building and housing code standards. These obligations override any agreements to the contrary because it is considered in the public interest to maintain safe and habitable living conditions. However, a renter is obligated to continue paying rent if he/she occupies unfit property, although a tenant may not be obligated to pay full contract rent. If a renter believes that to be true, he/she may ask the courts to reduce the rent or to relieve him/her of having to pay all or part of the rent during the period when the property was not repaired. A renter is advised to continue paying rent until and unless the courts decide otherwise.

An owner and renter may agree that the renter will perform specific services to help maintain the property in exchange for a benefit or consideration for these services that may include reduced rent or other compensation.

RENTER'S RIGHTS

When a renter and owner do not agree about whose responsibility it is to repair damage or maintain the property, a renter has the right to:

- Notify the appropriate agency of the problem—If it is a violation of the housing code, the Building Standards Department of Mecklenburg County or the Neighborhood Development Department of the City of Charlotte should be notified. If it is a sanitary problem (septic tanks or rodents), the Environmental Health Department should be notified (see the Directory for addresses and telephone numbers). State law protects renters from eviction if they make a complaint in good faith about a possible violation of codes or laws regulating residential property (see Eviction).

- File a claim in Magistrate's Court to require an owner or manager to fulfill his/her obligations under the law

If, after proper notice, the property is not "fit and habitable," a renter may move out of the property and stop paying rent. This action is a last resort and must be based on a justifiable claim that an owner or manager has not fulfilled his/her obligations.

If a renter takes legal action against a property owner and the court rules in favor of the renter, the property owner may be required not only to make repairs but also to pay back to the renter an amount of money. This remedy, called rent abatement, is compensation for the time the renter was forced to live in substandard conditions. A renter may also recover the value of any personal property damaged or lost or the cost of medical bills resulting from an owner's failure to make repairs.

OWNER'S RIGHTS

The owner has the right to:

1. Evict a renter if he/she has damaged the property, if the lease allows an owner to terminate the lease for that reason, and to also recover the cost of necessary repairs
2. Inspect and make repairs to and show rental property at reasonable times and in a reasonable manner without notice, provided a renter has been informed that this right is reserved in the lease
3. Have the property returned in the same condition it was in when a renter took possession, except for ordinary wear and tear



MAKING IMPROVEMENTS TO THE PROPERTY

When you, as a renter, want to make any change to rented property, you must secure permission from the owner or manager. You are not responsible for improving the property. If the kitchen sink is badly chipped when you move in, for example, you are not expected to replace it. That is the owner's responsibility.

But, if you want to add a partition, install fixtures or hang wallpaper, do not do so without making sure you have permission from the owner or manager to do so. If you do not have this permission, you may be required to remove your "improvements" and restore the property to its original condition, or pay for doing so. Any changes you do make with the owner's permission will be at your expense. Furthermore, the changes may be considered permanent and become the property of the owner. You may not be able to remove them when you leave.

GRIEVANCES AND MEDIATION

If a renter is unable to resolve a complaint with the owner or property manager but does not want to start legal complaint procedures, there are several possible sources of assistance. Both the Charlotte Apartment Association and the Charlotte Regional Realtors Association will receive and attempt to resolve complaints against members of their associations.

The Charlotte Apartment Association has a grievance procedure that provides for an arbitration board of association members and representatives of other organizations. If a member of the association against whom a complaint is made refuses to voluntarily resolve the complaint or to

agree to arbitration, that member may be subject to disciplinary action by the association's board of directors.

The Consumer Protection Section of the N.C. Attorney General's Office will also receive and advise citizens on consumer complaints, including security deposit refunds.

Low-income renters who qualify may obtain legal advice or representation from Legal Aid of North Carolina. This is a nonprofit law firm that assists renters with eviction problems, repairs, and other housing concerns. There is no charge for the service (see Directory of Agencies for the addresses and telephone numbers of each organization).

COMMUNITY RELATIONS COMMITTEE LANDLORD-TENANT RELATIONS PROGRAM

The Charlotte-Mecklenburg Community Relations Committee will mediate disputes between renters and property owners or managers. The Committee established the residential Landlord-Tenant Relations Program, which is designed to provide a simple mechanism for the settlement of disputes between landlords and tenants. For example, disputes involving a renter's alleged damage to the property or the owner's alleged failure to perform repairs could be handled here. The program is a voluntary alternative to the courts and offers both parties an opportunity to meet with an impartial, trained mediator to seek a non-adversarial solution. The Landlord-Tenant Relations Program provides four types of services:

- Landlord-Tenant Mediation Services: mediates landlord-tenant issues
- Code Violation Referrals: provides assistance to get repairs completed
- Tenant Referrals: refers tenants to appropriate resources for housing concerns

The Landlord-Tenant Relations Program provides opportunities for tenants and landlords to eliminate communication barriers and work together to solve problems. The program also provides referrals to other community resources that handle tenant issues and concerns.

The program assists tenants and landlords in cases involving:

- Damaged property
- Security deposits
- Living conditions
- Miscellaneous conflicts stemming from the relationship between landlords and tenants

The relationship between a landlord and a tenant is important. To assist in preserving that relationship during a dispute, the program's dispute resolution service works through mediation. Mediation is an informal process of dispute resolution in which a trained mediator, as a neutral third party, assists disputing parties to reach a mutually acceptable resolution. The mediator is not a judge, lawyer or counselor; rather, the mediator is a skilled facilitator who assists landlords and tenants in:

- Defining and clarifying issues
- Reducing obstacles to communication
- Exploring possible solutions
- Reaching a mutually satisfactory agreement

The Landlord-Tenant Relations Program DOES NOT:

- Provide legal advice of any kind
- Mediate cases involving felony criminal charges
- Provide housing relocation services

Tenants and landlords can benefit from this program in a number of ways; the program can empower tenants and landlords to solve some of their problems by:

- Providing an alternative to court action
- Preventing eviction proceedings and civil penalties through mediation
- Offering tenants and landlords an opportunity to talk openly and have questions answered
- Preventing a tenant's rental history from being flawed

MOVING OUT

NOTICE TO VACATE

If a lease requires a notice or if it renews automatically (for example, month-to-month) unless there is a notice to terminate, the party seeking to stop the lease must give proper notice. A renter is obligated to pay rent to the end of the period for which notice is given. Notice should be effective at the end of the last full rental period (week or month) desired. If proper notice is not given a renter may be required to pay rent for the next period. The owner, on the other hand, cannot demand immediate possession of rented property. He/she must honor the renter's right to occupy the property during any period for which the rent has been paid and for which proper notice to vacate has not been given. Notice should be in writing (although not required by law) and give the date of vacancy. Notice should be signed by the tenant, dated and delivered to the owner or management before the notice period required by law.



NOTICE PERIOD

The notice period depends on the period for which the property is rented. If there is a written lease, the notice period is usually stated in the lease. If there is no written lease provision and no notice period has been stated in an oral agreement, the following notice periods are required by law:

- Week-to-week rental – two days
- Month-to-month rental – seven days.
- Year-to-year tenancy – one month
- 60 days, minimum for lease of a lot for a mobile home

Be sure to determine what the notice period is before making plans to move, so there is no question that the proper notice was given. If there is any doubt, talk to the owner, property manager, a housing counselor or any attorney.

WHEN THE LEASE EXPIRES

If there is an oral or written rental agreement to rent for a specified time period (until a certain date), there is no legal requirement to give notice to vacate or of intention to vacate if the property is to be vacated at the end of the specified period, unless the lease specifically requires notice. However, it is a matter of courtesy to give notice even if it is not required. If the lease or agreement provides for automatic renewal, notice of termination will be required (see Leases).

WHEN THE LEASE HAS NOT EXPIRED

If you must move before the end of the lease period, give the owner, manager or rental agent as much notice as possible so another renter may be found. You will probably be required to pay the owner for rent lost if you move out early. This is usually stated in the lease (see Breach of Lease). This charge is limited to actual rent lost by the owner because the property is vacant. If a new renter moves in when you move out, there would be no rent lost. By giving notice as soon as possible, you may be able to reduce this cost. Some leases provide for “buying-out” the unexpired term of the lease. Typically, this requires a thirty-day notice and payment of one-and-a-half months’ rent.

RESTORING AND CLEANING THE PROPERTY

Thoroughly clean the property and repair any damage for which you’re responsible before you move out. If you hung pictures, curtains, towel racks or other items, fill any holes or cracks exposed in the plaster when you remove them. You have the right to remove any such items placed by you on the owner’s property for your convenience, provided they are not replacements of the owner’s original fixtures or are not considered permanent improvements. However, any damage to the owner’s property caused by their removal is your responsibility. Clean the stove, oven, refrigerator and bathrooms. Wipe off handprints from woodwork and walls, vacuum rugs and floors and clean kitchen and bathroom floors. Leave the property at least as clean as when you moved in.



This is a lot of work, but there are two reasons for doing it. First, it is what you would like a vacating renter to do before you move in. Second, it will protect you against cleaning charges should the owner or manager decide the property is unusually dirty. A renter is not responsible for “normal wear and tear,” but may be charged for conditions that exceed normal wear and tear expectations. To make sure you and the owner or manager agree on the condition of the property when you leave, you should inspect the property just as you did when you moved in (see Moving In). Pictures and/or witnesses (not a relative or someone who lives in the apartment) may prove helpful.

FINAL INSPECTION OF THE PROPERTY

On the last day of occupancy, or as close to it as possible, and after the property has been cleaned, re-inspect the property, using the checklist from when you moved in. Ask the owner, manager or rental agent to inspect it with you. If they cannot or will not do so, ask a witness (not a family member or occupant of the property) to make the inspection with you. Mark the condition of each item on the list, just as you did when you moved in. Compare the condition at the beginning and end of your rental period. You are not responsible for normal wear and tear. If there is any disagreement about whether the change in the condition of the property during your occupancy is more than normal wear and tear, write a detailed description of the condition of the item in question. Better yet, take a photograph of the item for your records.

RECOVERING THE SECURITY DEPOSIT

After the inspection is completed, date and sign the inspection list and get the owner, manager or your witness to do the same. Give the owner or manager a copy and ask him/her to state exactly

what costs he/she will charge against your security deposit. Remember, you cannot be charged for routine cleaning and painting or for maintenance and repairs that are not your responsibility (see sections on rights and responsibilities under Maintenance and Repairs and also security deposit under Deposits and Fees). If none of these apply when you move out, you should receive a full refund of your deposit.

The owner or manager is required by law to return the security deposit within thirty days after a renter has vacated or to send a statement of charges made against the deposit and a refund of the remainder, if any. You, as the renter, must leave a forwarding address with the owner or manager. If he/she has no address to forward your refund, the deposit must be held for thirty days. After that, he/she may use the deposit for any purposes permitted by law.

DISCONNECTING UTILITY SERVICES

Notify all utility services you pay directly of your move-out date in advance so your service will be disconnected on that date and you will not be charged for service you do not use (see Directory of Services for telephone numbers). There is no charge for disconnection service. The same period is required for disconnection as for connection services (see Moving In). If you are moving out of a utility's service area, request the return of any deposit you made to that company.

HOUSING CODE OF THE CITY OF CHARLOTTE

The City of Charlotte has a housing code that states, in detail, requirements for housing to be fit for human habitation. The purpose of this code is to protect "the life, health, safety, welfare and property of the general public and owners and occupants" of housing by providing standards for places of habitation.

This code applies to all dwellings within the city limits, including mobile homes. Under this code, the city has the power to require owners of housing to repair and improve property to meet standards specified in the code or to demolish that property. Copies of this code may be obtained from the Neighborhood Development Department, Rehabilitation and Housing Inspection Section (see Directory).

MINIMUM STANDARDS

Every dwelling unit within the City of Charlotte must comply with all minimum standards in the housing code. No owner may occupy or permit another person to occupy any dwelling that does not comply with these minimum standards, which are very specific and detailed. The summary of these standards in this section is not a complete and detailed description, but indicates the type of conditions regulated by the housing code.

These standards regulate the size of rooms and the number of persons permitted for each bedroom (based on room size), the amount of light and ventilation required in each room and the number and size of exits. They also regulate the condition of plumbing, heating, electrical facilities, structure of the dwelling (including floors, walls, roof, ceilings) and maintenance of the property.

SPACE AND USE

Basements must not be used for habitable space unless the floor and walls are impervious to leakage and are insulated. Adequate windows and ventilation must be provided. There must be

no holes or excessive cracks in walls, ceilings, floors or exterior doors and windows. Doors must be provided for bedrooms, toilets, bathrooms and rooms adjoining a public area. Doors to dwellings must have locks and exterior doors must be weather tight.

LIGHT AND VENTILATION

Window areas in habitable rooms must be at least 8% of the floor area, or 8 square feet, whichever is greater. Windows must open to at least one-half of the minimum required window area unless there is an approved ventilation system. All exterior windows and doors must be screened properly and weather tight unless the unit has an approved ventilating system. Public hallways and inside stairways must have a minimum standard of lighting of three foot-candles per square foot. All windows must have operable locks.

EXITS

There must be at least two exits for each building, easily operable, unobstructed and located remotely from each other. There must be a safe and unobstructed exit at street or grade level. Doors to the outside must have operable locks.

PLUMBING FACILITIES

All plumbing must be installed according to the N.C. State Plumbing Code and connected to the city sanitary sewer system where available. Plumbing must be operable and without leaks, broken toilet bowls or shower stalls. Every dwelling unit must have a toilet, tub or shower, lavatory and kitchen sink with hot water and potable (drinkable) water. Toilet and bathing facilities must be protected from the weather and all pipes must be without leaks and protected from freezing. Bathroom floors must be reasonably impervious to water and easily maintained in a clean and sanitary condition.

HEATING FACILITIES

Every dwelling unit must be insulated, weatherproof and capable of being adequately heated. The heating equipment must be kept in good repair. Every dwelling unit must have equipment for maintaining a temperature of 68 degrees Fahrenheit three feet above the floor in every habitable room, including bathrooms and toilets, when the outside temperature is 20 degrees Fahrenheit. Fireplaces may not be used to meet basic heating requirements. Chimneys, stoves, stovepipes and hearths must be in good repair and free of fire hazards, and there must be at least one smoke alarm.

ELECTRICAL FACILITIES

Every habitable room must have at least two electric wall receptacles and at least one electric light fixture, except living rooms and bedrooms, which must have three electric receptacles, one controlled from a wall switch. All receptacles, fixtures, wiring and fuses must be safe, operable and installed in accordance with the National Electrical Code.

STRUCTURAL STANDARDS

Specifications for foundations, floors, walls, ceilings, roofs, porches, stairs and steps are too detailed to set forth here. All are related to ensuring safe and sound structures.

PROPERTY MAINTENANCE

Exterior wood surfaces must be prevented from deteriorating by paint or other suitable preservative. Floors, walls, ceilings and fixtures must be maintained in a clean and sanitary condition. Water must be drained to protect buildings and prevent stagnant pools. Fences and other accessory structures must be maintained in a safe and sound condition or demolished. Yards and courts must be kept clean and free of junk and hazards. There must be no heavy undergrowth or plant growth that is noxious or detrimental to health. Grounds, buildings and other structures must be kept free of infestation by rodents, insects and other pests. There must be adequate sanitary facilities for disposal of garbage and trash.

RESPONSIBILITIES OF OWNERS AND OCCUPANTS

The housing code specifies the following responsibilities for owners:

1. Maintaining in a reasonably clean and sanitary condition shared or public spaces of the building and premises
2. Exterminating rodents and pests if the infested dwelling unit is not reasonably impervious to pests because of code violations
3. Providing adequate operable plumbing equipment, including a water heater, and maintaining the equipment in operating condition section under Heating Facilities
5. Every owner is ultimately responsible for violations to the housing code, even though the renter may be responsible for the violation and even though the renter may have agreed to accept the responsibility of the owner

The housing code imposes the following responsibilities on renters:

1. Maintaining in a reasonably clean and sanitary condition the dwelling unit and premises a renter occupies and controls
2. Exterminating any rodents and pests infesting the dwelling unit, unless the infestation results from the unit not being reasonably protected against pests because the owner has failed to conform to the housing code
3. Disposing of garbage and trash in a clean and sanitary manner by placing it in an adequate receptacle for disposal
4. Maintaining plumbing facilities in a clean and sanitary condition and exercising reasonable care in their use
5. Exercising reasonable care in the use of heating equipment and electrical appliances.
6. No occupant shall willfully destroy, deface or otherwise impair any of the facilities, equipment or part of the building that a renter occupies and controls.

CITY OF CHARLOTTE HOUSING CODE ENFORCEMENT

The housing code is enforced by the Neighborhood Development Department of the City of Charlotte (see Directory). Housing inspectors have the power to investigate complaints of code

violations, to inspect housing and to examine witnesses and receive evidence to determine whether a dwelling is unfit for human habitation. Property unfit for human habitation is property that does not comply with one or more of the minimum standards of fitness stated in the code, or with one or more of the responsibilities of owners and renters established by the code.

Complaints of violation of the city housing code may be made by calling the Rehabilitation and Housing Inspection Section after efforts to have the owner correct the situation have failed. If a preliminary inspection by a housing inspector indicates a basis for the complaint, the renter, owner and any other interested party will be notified of the complaint and of a hearing to be held on the complaint before a housing inspector. This hearing must be held between ten and thirty days after the owner is notified. The owner may correct the violation or file an answer to the complaint and appear, or be represented, at the hearing. The complainant, if other than the renter, is a party in interest and should be notified of the hearing by the Neighborhood Development Department.

After a hearing, the director of the Neighborhood Development Department must state, in writing, his/her findings and determine whether a violation has occurred and, if so, whether the housing is deteriorated or dilapidated. Deteriorated housing is housing unfit for human habitation that can be repaired to meet minimum standards at a cost of 65% or less of its physical value, as determined by a housing inspector. Dilapidated housing is housing unfit for human habitation that cannot be repaired to meet minimum standards at a cost of 65% or less of its physical value.

If the property is deteriorated, an owner will be ordered to repair the property within thirty to ninety days. If the property is dilapidated, an owner will be ordered to remove or demolish the property within ninety days. If an owner presents notification of intent to repair, repairs to the premises must be completed within ninety days. An extension of up to ninety days to comply with orders may be granted by the Neighborhood Development Department director, provided an owner proves good cause for such extension. If the director determines the property is dilapidated, the renter will be assisted with relocation.

The code says that there are twelve repair issues which make a dwelling "imminently dangerous." These issues include inoperable locks, a lack of working heat in the winter, inoperable smoke detectors, unsafe electrical wiring, and other serious problems. It is unlawful for the landlord to collect rent for any dwelling with one or more of these problems.

If an owner fails to notify the director within ten days of the order of his/her intention to comply with the order or to appeal to the Housing Appeals Board, city council may petition the court to enforce the order (in personam remedy) or to authorize the director to carry out the order (in rem remedy).

Failure or refusal of an owner to comply with any duly made and served order of the director is a violation of law and each day that such failure or refusal continues constitutes an additional violation. Each such violation is punishable by a fine of not more than \$500.00 or imprisonment for not more than thirty days. Generally, the city will assess a fee of \$100.00 for the first day and \$10.00 for each succeeding day of violation.

HOUSING APPEALS BOARD

The director's decision may be appealed by any person aggrieved thereby within ten days of that decision by filing a notice of appeal with the director and with the Housing Appeals Board. Such appeal will suspend any action based on the director's decision, unless, in the opinion of the director, such suspension would cause imminent peril to life or property. Even then, action may be suspended by a restraining order upon proper appeal to the courts.

The Housing Appeals Board consists of five persons. Two are selected by the Mayor and three by City Council. The board must be composed of a building contractor, a realtor or real estate

agent, two tenants (one with a family income below \$6,000.00) and one public health professional.

The Housing Appeals Board holds hearings on all appeals from the director's decision after due notice to all parties. Any party to the complaint may appear or be represented at the hearing. The board may make any decision and issue any order it deems proper. However, three of the five members must agree in any decision to reverse or modify the director's decision. An appeal of the decision of the Housing Appeals Board may be made to Superior Court.

HOUSING CODE OF MECKLENBURG COUNTY

The Housing Code of Mecklenburg County provides standards under which existing housing is considered fit for human habitation within Mecklenburg County, but outside the City of Charlotte. This includes the six incorporated towns within the county, each of which has elected to be covered by the county housing code. This code corresponds to the Housing Code of the City of Charlotte (see that section) in requiring minimum standards for occupied housing. However, it differs from that code in some specific requirements, such as minimum floor space required. For that reason, the county's housing code is summarized separately. It also differs from the Building Code, which provides standards only for new construction or buildings being repaired, renovated, altered, enlarged or moved. The county's housing code also covers all mobile homes outside the City of Charlotte. Mobile home parks themselves are covered under the Ordinance for Existing Mobile Home Parks, a separate county ordinance (see Mobile Home Parks).

MINIMUM STANDARDS

Every dwelling unit must comply with the minimum standards of fitness for human habitation stated in the housing code and summarized below. No owner may occupy or rent to another person for occupancy any dwelling unit that does not comply with all minimum standards and all requirements in this code. Copies of the county's code may be obtained from the Building Standards Department, Minimum Housing Code Section (see Directory).

SPACE AND USE

Every dwelling must contain at least 150 square feet of habitable floor area for one occupant, an additional 100 square feet for each of the next three occupants and an additional 75 square feet for each person over four. Children under one year are not counted in determining minimum floor space. Habitable rooms are rooms or floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, laundries, and space for heating equipment, halls, closets and storage spaces. At least one-half of the floor area of each habitable room must have a ceiling height of not less than 7- and- one-half feet.

Every bedroom must have at least 70 square feet of floor area for one occupant, or 50 square feet for each occupant over twelve years of age and 35 square feet for each occupant under twelve if two or more persons occupy one bedroom.

Basements must not be used for living purposes unless the floor and walls are substantially watertight and the ceiling height and window area are equal to requirements for habitable rooms.

LIGHT AND VENTILATION

Every habitable room must have at least one outside window or skylight that is an adequate size and location to permit exit by an average adult in the event of an emergency. Windows must be able to open to at least 45% of the minimum required window area or there must be an alternate approved ventilation system. Every bathroom and toilet room must conform to the same standard unless there is an alternate approved ventilation system.

EXITS

Every dwelling unit must have adequate exits as required by the State Residential Building Code.

PLUMBING FACILITIES

Every dwelling must be connected to a potable (drinkable) water supply and to the public sewer or other approved disposal system. Every dwelling must have a kitchen sink, lavatory, tub or shower, toilet and adequate cold and hot water. All plumbing facilities must be in rooms that provide privacy.

HEATING FACILITIES

Every dwelling unit must have heating equipment to maintain a temperature of 68 degrees Fahrenheit three feet above the floor in every habitable room, bathroom and toilet room during "ordinary winter conditions."

ELECTRICAL FACILITIES

Every habitable room must have at least two floor or wall electric receptacles connected according to the National Electric Code. Every bathroom, toilet room, laundry and furnace room must have at least one ceiling or wall electric light fixture. Habitable rooms without a light fixture must have at least three electric receptacles. Every public hall and stairway in multiple dwellings must be adequately lighted by electric lights when natural light is inadequate. All fixtures and wiring must be maintained in good and safe repair.

PROPERTY MAINTENANCE

Foundations, exterior walls and rooms must be substantially weather tight and rodent proof, kept in sound and good repair and afford privacy. Exterior walls must be protected with paint or other coatings to protect against moisture and weather. Interior floors, walls and ceilings must be rodent proof and kept in sound condition and good repair. Windows and exterior doors must be substantially weather and watertight, rodent proof and in good repair. Stairs, porches, etc. must be safe and in good repair. Bathroom floors must be reasonably impervious to water and easily maintained in a clean and sanitary condition. Yards must be properly drained to prevent stagnant water accumulation. Noxious weeds and plants must not be permitted to grow.

CONTROL OF INSECTS, RODENTS AND INFESTATIONS

Every basement, cellar window or other opening must be screened or have other means to prevent rodents from entering. Every dwelling unit must have approved containers, with covers, for disposal of rubbish as well as approved garbage disposal equipment (containers, mechanical disposal unit or incinerator).

STRUCTURAL CONDITIONS

All dwellings must be structurally sound with no leaning, buckled, rotted or damaged structural parts and no holes or cracks that might admit rodents.

Floors and roofs must have adequate supporting beams and strength to be reasonably safe. Foundations and piers must not be deteriorated or damaged. Stairs, porches, landings, etc. must be maintained in good condition. Adequate exits in case of fire must be provided. Interior walls and ceilings must be finished and maintained in a safe condition. Wood floors must not be laid on the ground, and ground itself cannot be used for floors.

RESPONSIBILITIES OF OWNERS AND OCCUPANTS

The Mecklenburg County Housing Code specifies the following responsibilities for owners:

- Maintaining in a clean and sanitary condition the shared or public areas of the building and premises
- Providing rubbish and garbage storage or disposal facilities and providing for the removal of rubbish
- Maintaining the dwelling in a rodent-proof and reasonably insect-proof condition
- Exterminating rodents or other pests if infestation exists in two or more dwelling units or in shared or public parts of the building or premises

The housing code imposes the following responsibilities on occupants:

- Maintaining the dwelling unit and premises that he/she occupies and controls in a clean and sanitary manner
- Disposing of rubbish and garbage in a clean and sanitary manner, using the facilities provided
- Maintaining all plumbing fixture in the dwelling unit in a clean and sanitary condition and exercising reasonable care in their use
- Not willfully destroying, defacing or impairing any facilities or equipment or any part of the structure of a dwelling or dwelling unit
- Exterminating insects, rodents and other pests when only his/her dwelling unit is infested

MECKLENBURG COUNTY HOUSING CODE ENFORCEMENT

The Minimum Housing Code Section of the Building Standards Department of Mecklenburg County enforces the county housing code (see Directory). A housing inspector has the authority to investigate complaints of code violations, to inspect housing and to examine witnesses and receive evidence to determine whether a dwelling is unfit for human habitation. Unfit for human habitation means conditions exist in a dwelling that violate or do not comply with one or more of the minimum standards of the housing code.

To complain of violations of the county housing code, call the Minimum Housing Code Section (see Directory). A preliminary investigation by a housing inspector may be made at any reasonable time and upon one week's notice to the owner or occupant. If this investigation shows a basis for the complaint, the owner and other parties having a financial interest in the dwelling

will be notified of the complaint and of a hearing to be held before a housing inspector on the complaint. This hearing must be held between ten and thirty days after the owner is notified of the complaint. The owner and any other party with interest in the property may file an answer to the complaint and appear, or be represented, at the hearing and give evidence relevant to the complaint. The complainant is not notified of the hearing, but may call the Minimum Housing Code Section to find out the date.

After the hearing, the housing inspector will make a determination as to whether the dwelling is unfit for human habitation and, if so, whether it is deteriorated or dilapidated. Deteriorated means a dwelling is unfit for human habitation but can be repaired to meet minimum standards of the housing code at a cost of 50% or less of its value, as determined by the inspector. Dilapidated means a dwelling is unfit for human habitation and cannot be repaired to meet minimum standards of the housing code at a cost of 50% or less of its value, as determined by the housing inspector.

If the inspector finds the dwelling to be deteriorated, the owner will be notified of that finding and will be ordered to repair the dwelling to comply with the housing code "within a reasonable specified period of time." A new certificate of occupancy, certifying that the dwelling complies with the housing code, must be issued before the dwelling can be leased or sold after there has been an issuance of a finding that a dwelling is unfit for human habitation.

If the dwelling is found to be dilapidated, the owner will be notified of that finding and ordered either to repair the dwelling to comply with the housing code or to vacate and remove or demolish the dwelling "within a reasonable specified period of time."

Failure to comply with an order of a housing inspector may result in the county commission petitioning the court to enforce the order (in personam remedy) or to authorize the housing inspector to carry out the order (in rem remedy).

APPEALS

Appeal of an order of a housing inspector may be made by any party aggrieved thereby to the Housing Appeals Board in the manner set forth in the Housing Appeals Board section in the chapter on the Housing Code of the City of Charlotte.

MOBILE HOME PARKS

Mobile homes, both within incorporated areas (each of which, except the City of Charlotte, has elected to be covered under the county housing code) and unincorporated areas of the county, are covered by the Housing Code of Mecklenburg County. The only exception to this is for mobile homes that are not attached to the ground, to another structure or to any utilities system for more than thirty days. The Housing Code of the City of Charlotte covers mobile homes within the City of Charlotte. State landlord-tenant laws specifically cover mobile homes and mobile home spaces as well as the grounds and facilities provided for use by residents in mobile home parks.

Mecklenburg County also has an ordinance governing mobile home parks. The county's Ordinance for Existing Mobile Home Parks is administered by the Building Standards and Environmental Health departments of Mecklenburg County (see Directory). Zoning regulations

and the city housing code regulate lot size and sanitary conditions for mobile home parks within the City of Charlotte. (State law requires eviction notices of at least 180 days to the resident by any owner that plans to close the park and change the use of the property.)

COUNTY ORDINANCE

Both city and county ordinances require a permit or certificate of occupancy to operate a mobile home park or trailer camp. These parks or camps are defined as any premises with one or more mobile homes, trailers or other vehicles used for living or sleeping, or any premises providing, to the public, space for parking such vehicles for living or sleeping purposes. Persons seeking permits must show that all regulations of the appropriate city or county codes have been complied with.

PARK REQUIREMENTS

The county ordinance does not specify a minimum lot size. However, it does stipulate that no more than one mobile home may be parked on a mobile home space and that the lot must be large enough to park at least one car. The county zoning ordinance does contain regulations that affect spacing between mobile homes and from property lines. The zoning ordinance also specifies lot size and maximum number of mobile homes permitted per acre. These regulations are prospective in nature and do not cover existing parks. Lots in parks must be graded to ensure thorough drainage.

Roads must be maintained to ensure safe passage of vehicles in all weather. They must be free of potholes and open to emergency vehicles at all times.

UTILITIES

Every mobile home park must provide an adequate water supply from a source approved by the Environmental Health Department. The water supply for each mobile home must be obtained only from plumbing within each home.

An adequate sewage disposal system, approved by the Environmental Health Department, must be provided. All waste must be piped into the park's sewage disposal system or an approved septic tank system. All garbage, trash, debris, etc. must be stored in a sanitary manner and regularly disposed of in accordance with department regulations. Fuel oil storage capacity must be at least 100 gallons per mobile home and installed in a safe manner if provided by the park owners. Electric service must be installed according to the National Electrical Code.

REGISTRATION

The operator of each park must keep a register of all renters, occupants and owners of mobile homes in the park and must notify the Building Standards Department whenever any lot is rented. Operators must also secure all required permits.

ENFORCEMENT

The courts may enforce the county ordinance governing mobile home parks by injunction or order of abatement. A complaint of a violation of this ordinance should be made to the Building Standards Department or the Environmental Health Department (see Directory).

Copies of the county Ordinance for Existing Mobile Home Parks may be obtained from the Building Standards Department.

FAIR HOUSING LAWS AND ORDINANCES

Discrimination in housing practices because of race, color, religion, disability, familial status, sex or national origin is prohibited by federal and state laws and also, in some cities and counties in North Carolina, by local ordinances. All these laws or ordinances are similar in prohibiting discrimination in virtually every housing practice, including rental and sale of property, terms and conditions of occupancy, treatment of applicants and advertising of property. Under each law or ordinance, the administering agency is empowered to investigate and to seek to conciliate complaints of violations. Each law or ordinance also permits the complainant to file suit in the appropriate court. When a local fair housing ordinance is in effect, state law does not apply. When the Department of Housing and Urban Development (HUD) has recognized the state law or local ordinance as substantially equivalent to the federal law, HUD will defer to the state or local agency for enforcement.

FEDERAL LAW

The Federal Fair Housing Act (Title VIII of the 1968 Civil Rights Act) prohibits most discrimination in housing because of race, color, religion, disability, familial status, sex, or national origin. Private homeowners are exempt in some instances, as are rooms in private dwellings and units in buildings with four units or less if the owner lives in one unit. There are some other exceptions.

The Department of Housing and Urban Development (HUD) administers this law and complaints may be filed with that agency (see Directory for address) or the complainant may file suit in federal court. HUD's authority under this law is limited to investigation, conciliation and administrative law judgments.

STATE LAW

The State of North Carolina has a law prohibiting discrimination in housing practices because of race, color, religion, disability, familial status, sex or national origin that provides for investigation and conciliation of complaints of discrimination. These complaints should be made to the North Carolina Human Relations Commission. The state fair housing law is similar to the federal Fair Housing Act.

LOCAL ORDINANCES

In the City of Charlotte and Mecklenburg County (except in incorporated areas), local fair housing ordinances prohibit discrimination because of a person's race, color, religion, disability, familial status, sex or national origin in virtually all housing practices, from refusing to rent or sell to terms and conditions of occupancy to advertising in a discriminatory way. The ordinances also prohibit steering and blockbusting as well as retaliation against persons who have complained about discrimination and their witnesses. These ordinances take precedence over the state law. HUD will defer processing complaints of violations of federal law to local agencies that administer a fair housing ordinance that HUD has declared to be substantially equivalent to federal law. This is the case in Charlotte and Mecklenburg County. Remedies provided under these ordinances may include a lease for housing that was unfairly denied the complainant and/or a monetary settlement to restore any losses suffered by the complainant because of discrimination. Damages for humiliation and embarrassment and punitive damages may also be awarded.

Access to state court is also provided if the initial administrative procedure fails to produce a voluntary resolution of the complaint. Complaints should be filed with the Charlotte-Mecklenburg Community Relations Committee, which is the local administering agency (see Directory). This agency will also assist in cross-filing the complaint with HUD, which retains final jurisdiction.

PROHIBITIONS IN THE SALE AND RENTAL OF HOUSING

No one may take any of the following actions based on race, color, religion, disability, familial status, sex or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting)
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing

PROHIBITIONS IN MORTGAGE LENDING

In mortgage lending, no one may take any of the following actions based on race, color, religion, disability, familial status, sex or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information about loans
- Impose different terms or conditions on a loan
- Discriminate in appraising property
- Refuse to purchase a loan
- Set different terms or conditions for purchasing a loan

In addition, it is illegal for anyone to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others to exercise that right
- Advertise or make any statement that indicates a limitation or preference based on any of the protected classes listed in the preceding section

COMPLAINT PROCEDURE

Any person who believes that he/she has been denied housing or discriminated against in housing practices because of race, color, religion, disability, familial status, sex or national origin may file a complaint with the Charlotte-Mecklenburg Community Relations Committee. Complaints must be filed within one year after the alleged unfair treatment occurred. If after one hundred days following filing of the complaint with the Community Relations Committee, the complaint has not been satisfactorily resolved, the complainant may file suit in Superior Court. If, following investigation, the complaint is determined to be justified on the basis of reasonable cause to believe discrimination has occurred, the Community Relations Committee will seek to conciliate the complaint by agreement between the two parties involved. If conciliation efforts fail, the Committee will conduct a public hearing at which both parties will be heard and a finding of fact and conclusion of law will be made. If a finding is made that there is reasonable cause to believe



unlawful discrimination occurred and if further conciliation efforts fail, the Committee may file suit in Superior Court.

The court may award punitive as well as actual damages to the complainant, including compensation for humiliation and embarrassment. Court costs and reasonable attorney fees may be assessed if the court finds in favor of the complainant. In addition, the court may grant a permanent or temporary injunction or other order as relief.

EVICTION

No SELF-HELP EVICTIONS

A renter cannot be evicted other than by court order. The owner or manager cannot require or force a renter to vacate any property, lock a tenant out of property, impound a tenant's personal property or turn off a tenant's heat or utilities. No matter what provision of the lease or other agreement a renter may have violated, the property owner or manager must follow legal procedure set forth in state law and summarized below to evict any tenant.

GROUND FOR EVICTION

The three reasons for which a renter may be evicted (sometimes called dispossession or ejection) are:

1. If a renter "holds over" or remains in possession of the property after the term of the lease has expired
2. If the lease specifically permits termination of the lease for any violation, and a renter has broken or failed to keep any provision in the lease, or has knowingly permitted any other person to do so
3. If the lease provides for termination for non-payment of rent and a renter has failed to pay the rent after the due date and has lost the right of possession. If the lease is silent on that point, the law provides that a tenant may lose the right of possession if the owner demands all the past due rent, waits ten days and then sues for eviction (summary ejection)

A fourth reason a renter may be evicted in 69 of North Carolina's 100 counties, including Mecklenburg, is for refusing to perform his/her obligations under any contract for rental of land. This provision applies only to agricultural tenancies in which a renter agrees to make certain use of the land. This provision will not apply to most residential renters

EVICTION FOR NON-PAYMENT OF RENT

If an owner or manager seeks to evict a renter for non-payment of rent, the court may stop the eviction action prior to making a decision if the renter pays all rent due and the costs of the proceedings. If the owner refuses to accept payment, the renter may retain possession of the property by paying the rent and costs to the Clerk of Superior Court. However, if the lease provides that the owner may terminate the lease for failure to pay the rent when due, even payment of rents and costs cannot stop the eviction.

RETALIATORY EVICTION

Renters or their household members who are victims of domestic violence are protected from discrimination and from retaliatory evictions for exercising his/her right to decent, safe and sanitary housing.

The state of North Carolina prohibits landlords from evicting or otherwise discriminating against tenants because they have experienced domestic violence. Likewise, a landlord does not have a right to penalize a tenant who has called the police to a property in response to a domestic assault. A tenant experiencing domestic violence may also break her lease if she needs to move to protect herself from her batterer.

Additionally, a renter and any of his/her household known by an owner to be living with a renter are protected from eviction for the following actions done in good faith:

1. A complaint or request to the owner, manager, agent or employee for repair of conditions that the owner is obligated by law to repair
2. A complaint to a government agency alleging a violation by an owner of any code or law that regulates residential property, such as local housing codes, housing discrimination laws and the Residential Rental Agreement Act of North Carolina
3. A complaint to an owner from a government agency about property occupied by a renter
4. Any attempt to organize, join, or be involved with an organization to promote or enforce renters' rights
5. A renters exercise of his/her rights under the lease or under local, state or federal law

A renter may present an affirmative defense of his/her right to occupy a property by proving to the court that the eviction is substantially in response to actions involving one or more of those five protected acts that occurred within twelve months prior to the filing of the summary ejection action by the owner.

However, an owner may still evict a renter, even if retaliatory eviction is proved, if any of the following conditions also exist:

1. A renter has failed to pay rent when due or has violated any other provision of the lease and that is the reason for eviction
2. The renter is "holding over" if the tenancy is for a definite period of time and there is no option to renew the lease
3. The violation complained of was primarily a renter's responsibility
4. An owner must remove a renter to comply with any law that requires demolition of or major work on the property
5. An owner notified a renter, in good faith, of the eviction prior to the occurrence of any of the protected acts
6. An owner, in good faith, wants the property for his/her own residence at the end of a renter's term for demolition, for repair that requires a renter to vacate, or to cease use of the property as a rental dwelling for at least six months

If the court finds the eviction action is retaliatory, the eviction will be stopped. A renter must, however, pay any rent due or any other damages ordered by the court

SUMMONS

When an owner or his/her manager or agent files an action to take possession of leased property from a renter, the Clerk of Superior Court issues a summons. The summons notifies a renter (defendant in the action) to appear in Magistrate's Court at a specified time and place (within ten days after the issuance of the summons) if he/she wants to defend his/her right to occupy the property.

The owner (plaintiff in the action) may claim back rent and damages not to exceed \$5,000.00 in Magistrate's Court.

SERVICE OF SUMMONS

An officer of the law (usually a sheriff's deputy) must deliver a copy of the summons and the complaint to a renter by mail. The deputy must also attempt to deliver the papers personally to the renter by making at least one telephone call for an appointment for delivery or by at least one visit to a renter's address. If these methods are unsuccessful, the officer may leave the papers at a renter's address with some person "of suitable age and discretion" who lives there. If all these efforts fail, the officer must then serve the summons by fastening it to some "conspicuous part of the premises."

TRIAL BY MAGISTRATE

The magistrate must hear the facts from both parties and make a judgment based thereon. (Although no legal representation is required to present a case in Magistrate's Court, it is permitted.) Even if a renter does not appear in court to defend against the action, an owner must still present facts to prove the case for summary ejection.

If a renter who is a defendant in a summary ejection action chooses to deny the facts alleged by an owner in a complaint, he/she may do so verbally in court at the trial. If a renter wishes to present an affirmative defense (alleging the owner has violated the law or broken the lease), he/she may also present that defense at trial. A renter may also assert counter claims for damages against the owner. These may not to exceed \$5,000.00 including court costs.

JUDGMENT BY MAGISTRATE

When an owner has proved, in court, a valid legal claim by a preponderance of evidence, the magistrate may rule that the renter must vacate and pay any rent determined by the magistrate to be due and any damages proved, up to \$5,000.00, including court costs. Such a ruling may also be made when a renter admits to the allegations of the complaint.

If a judgment is in favor of an owner, the owner may obtain a writ for possession from the Clerk of Court that orders the sheriff to supervise the owner in physically removing a renter from the owner's property. The execution of this writ for possession is automatically delayed for ten days after the judgment is issued. A renter has the right to appeal during this ten-day period by notifying the court and the owner of an appeal of the order. The tenant may also file a promise to pay future rent, called an appeal bond, the court's order for eviction (called summary ejection)

will be postponed (stayed) and the eviction will not be carried out until the appeal is heard as long as the renter pays the future rent within 5 days of the due date (see page 39)

NOTICE OF EVICTION

Before a renter's personal property and, if applicable, his/her family can be removed from an owner's premises following issuance by the clerk's office of a writ for possession, the sheriff must notify the renter of the approximate time for such removal. The time of eviction must be no more than seven days after the sheriff receives the writ for possession. However, the sheriff may not carry out the eviction earlier than the date specified in the notice to the renter.

There are two ways that notice of eviction to a renter must be made. Notice may be delivered in person to the renter or left with a responsible person at the renter's residence at least two days before the date of eviction. Notice may be mailed first class to the renter's last known address at least five days before the date of eviction.

DISPOSAL OF EVICTED RENTER'S PROPERTY

When the sheriff removes an evicted renter's personal property and, if applicable, his/her family from an owner's premises in accordance with a writ for possession, the renter should take possession of his/her property and move it. If the renter fails or refuses to do so, the sheriff will generally leave the personal property inside the dwelling (or deliver the property to a storage warehouse within the county; cost of delivery to the warehouse and one month's storage may be required, in advance, from the property owner or manager by the sheriff; if an owner or manager refuses to advance these costs when requested, the sheriff will not remove the renter's property and will return the writ for possession to the Clerk of Court).

If a renter's property is not removed from the premises following an order for eviction, an owner may padlock those premises. A renter may remove his/her possessions from the owner's property without any penalty or cost by requesting the owner to permit removal within the next ten days. After that time, if a renter has failed to claim his/her property, an owner may take legal action to dispose it.

COST OF EVICTION

All costs of eviction, including court proceedings, execution of the writ for possession by the sheriff and cost of storage will be charged to a renter; his/her property may be sold to recover costs at a warehouseman's lien sale after twenty-one days. If a renter claims his/her property within twenty-one days, he/she may recover it and remove it from the warehouse at no cost. However, a property owner may still seek to recover cost of removal and storage from the renter through legal action.

THE 1995 ACT FOR EXPEDITED EVICTION

The North Carolina Legislature enacted a state statute (N.C.G.S 42-59, et seq.) in 1995 that allows landlords to file an expedited eviction action against drug traffickers. The criminal activity in Section 42-59(2) is broadly defined as any activity that "threatens the health, safety, or right of peaceful enjoyment of the entire premises by other residents or employees of the landlord." In addition, the Act defines "entire premises or leased residential premises" broadly to include a single dwelling, the entire building or complex of buildings or a mobile home park.

N.C. 42-59 et seq. created remedies for landlords that are unavailable in common law and under the Summary Ejectment statute. The act gives a clear procedure to obtain evictions against persons committing criminal activity as defined by the act. More importantly, the act can make a tenant liable for criminal acts of other members of his/her household as well as guests who are named as defendants.

The act provides a landlord with a choice of legal forums, including Small Claims Court and District Court. Furthermore, the act provides for a lower standard of proof than that required by the Summary Ejectment statute.

The act allows a landlord to sue a tenant, other adult or minor members of a tenant's household, other residents of the leased property or guests.

The following are grounds for a complete eviction of a tenant and other residents of a dwelling:

- Criminal activity has occurred on or within an individual rental unit leased to a tenant
- An individual rental unit leased to a tenant was used in any way to further or promote criminal activity
- A tenant, any member of a tenant's household or any guest has engaged in criminal activity on or in the immediate vicinity of any portion of the entire premises
- A tenant has given permission to or invited a person to return or re-enter any part of the entire premises knowing that such person had been removed and barred from the entire premises pursuant to this article or the reasonable rules and regulations of a publicly assisted landlord
- A tenant has failed to notify law enforcement or the landlord immediately upon learning that a person who had been removed and barred from the tenant's individual rental unit pursuant to this article has returned to or re-entered that individual rental unit G.S. 42-63(a)

The act does establish an affirmative defense or an exemption to an eviction of a tenant. Under Section 42-64(a), a court shall refrain from ordering an eviction of a tenant if the tenant has shown that he/she was not personally involved in any criminal activity; that he/she did not know or have reason to know that criminal activity was occurring or would likely occur on or within the rental unit; or that he/she had done everything that could reasonably be expected under the circumstances to prevent the commission of the criminal activity.

MAGISTRATE'S COURT

Magistrate's Court (sometimes called Small Claims Court) is provided by the State of North Carolina for persons who wish to have small claims and disputes resolved in court. It is part of the District Court system; one is located in every county seat and in each large city throughout the state. Magistrate's Court is designed to settle small claims quickly and inexpensively.

LEGAL ASSISTANCE

You do not need a lawyer to represent you in Magistrate's Court, although you may have one. If in doubt, consult an attorney. If you do not have an attorney or do not know whether you need one, you may call the Lawyer Referral Service (see Directory). For a nominal consultation fee you will receive a half-hour consultation with an attorney. If you cannot afford an attorney, have a valid

claim or defense and meet the income guidelines of the Legal Aid of North Carolina, Inc. (see Directory), you may receive legal assistance from that agency at no cost.

LIMIT OF CLAIMS

The amount of money or the value of property involved in a Magistrate's Court case is currently limited to Five thousand dollars (\$5000.00).

FILING PROCEDURE

Forms for filing an eviction suit in Magistrate's Court may be obtained at the office of the Clerk of Superior Court (see Directory) in the county in which the person being sued lives or the company being sued is located.

Read the instructions and fill out the forms. Be sure to state the exact nature of the complaint and the exact name and address of each person or company being sued. If you do not know how to sue a company, consult an attorney.

Determine the trial date and time with the clerk's office and prepare a summons for each person being sued. A summons and complaint form must be delivered by the sheriff's office to each person being sued. The person who files the suit must provide the sheriff with stamped and addressed envelopes for each defendant to be served. Renters who need to sue their landlords should consult with an attorney as suggested above.

TRIAL

Trial will be set within thirty days after filing of the suit. During that time, collect all records relating to the complaint and inform witnesses of the trial date and time. If a witness refuses to appear voluntarily, you may obtain, from the clerk's office, a subpoena that requires the witness to be present. The sheriff's office will deliver the subpoena. Subpoenaed witnesses (up to a limit of two) are entitled to a fee and travel expenses for testifying. These fees may be added to the court costs paid by the losing party.

At trial, both you and the person or persons being sued will be given an opportunity to present evidence and interview witnesses. Both the complainant (called the plaintiff) and the defendant can ask questions and question each other's witnesses. The magistrate may also ask questions. All persons testifying are placed under oath to ensure they tell the truth. There is no jury; the magistrate will make a decision based on evidence presented at the trial. The decision may be given as soon as the trial ends; it must be made within ten days.

IF YOU ARE SUED

If a suit is filed against you, as a renter, in Magistrate's Court, you will receive a summons to appear in court on a certain date and time. You will also receive a copy of the complaint against you. Generally, these will be served by the sheriff's office, both by mail and in person. Court is a formal proceeding and inappropriate behavior will not be tolerated; rules of evidence and rules of civil procedure are applied just as in higher courts.

If you have a counterclaim against the opposing party or a defense that charges the opposing party with a violation of law, you may present this at trial. For example, a property owner or manager may sue you for unpaid rent. You may defend yourself against this charge by claiming

the property rented was not fit for habitation. However, to do so your answer and counterclaim must be in writing and you must serve the plaintiff with a copy before trial starts.

If the magistrate rules in your favor, the case is over unless the opposing party appeals the decision. If you lose the case, you may appeal the decision. If no appeal is made, the person who loses the case must pay the judgment of the magistrate.

APPEAL

To appeal a magistrate's decision, the person appealing may tell the magistrate, while the other party is still in court that he/she wants to appeal. This will constitute legal notice of appeal. Appeal may also be made in writing to the Clerk of Superior Court and sent to all parties to the case within ten days of the magistrate's judgment. An appeal may be heard before a jury if either party requests it. There is a fee for filing an appeal. Appeals are heard in District Court. A person filing an appeal should consult an attorney to assure that proper procedure is followed and that his/her rights to appeal are not forfeited. Filing an appeal will stop execution of a magistrate's decision as to money owed (stay the judgment) so long as all fees and other costs are paid. Any low-income tenant who cannot afford the appeal fee may qualify as indigent and be excused from paying the filing fee by the Clerk of Superior Court.

If a magistrate has ordered a tenant to be evicted and the tenant has appealed, the tenant must do several additional things to stay in possession of the property while awaiting a new trial. In cases in which a landlord claims a tenant owes rent, the magistrate must determine how much of that claim is not disputed by the tenant. Generally, the Clerk of Court will require the tenant to pay the amount of back rent not disputed, according to the magistrate's determination. Only if a tenant qualifies as indigent will he/she be excused from paying the undisputed back rent claim.

If an eviction claim is based on non-payment of rent, every tenant (including indigents) must pay the portion of rent for the days remaining in the month after the magistrate's judgment—unless the judgment was made during the last five days of the month. For example, if a magistrate entered the judgment on June 15, a tenant would have to pay rent for the second half of that month (the remaining fifteen days of the regular monthly rent – 15/30). But if the judgment was entered on November 26, a tenant would be excused from paying the last four days of the rent (4/30) because the judgment was entered during the last five days of the month.

In every case, a tenant must sign a rent appeal bond promising to pay all future rents that become due after the entry of the magistrate's judgment. These payments must be made to the Clerk of Superior Court within five workdays (not counting weekends and holidays) of the due date in the lease. If a tenant fails to make any rent payment on time, a landlord may pay for a writ for possession that would cause the sheriff to evict the tenant approximately one week later.

However, if a tenant is late, a landlord gets a writ for possession and the tenant is removed from his/her home, the tenant's appeal is still in effect. If the tenant wins in a new trial, the landlord may be required to let the tenant move back and to pay the tenant's expenses caused by the temporary eviction. If the landlord has not obtained a writ when a tenant is late, the tenant may still pay the rent. Finally, the trial in District Court will be, in effect, a new trial (*de novo*) and each party will present his/her case as though it had not been tried before. Judgment of the District Court is final. It may, however, be appealed on any permissible legal grounds to the North Carolina Court of Appeals in Raleigh.

DIRECTORY OF SERVICES AND AGENCIES

City of Charlotte and Mecklenburg County

The following services are listed in alphabetical order by type of service. See the Directory of Agencies for a list of offices and agencies providing these services.

For a more complete listing of human services, consult the telephone directory. City, county, state and federal offices and agencies are also listed in the telephone book.

SERVICES

AIR POLLUTION	704-943-6200
AMBULANCE SERVICE	
Emergency	911
Non-emergency	704-336-3401
APPLIANCE DISPOSAL (& other bulky items) - City	704-336-2673
BURNING PERMITS (county only)	704-336-2154
BUS SERVICE INFORMATION - City	704-336-3366
CABLE TV - City	704-336-2288
CARPOOL MATCHING	704-376-7433
CHARLOTTE HOUSING AUTHORITY	704-336-5183
COMMUNITY IMPROVEMENT	704-336-2673
CONSUMER PROTECTION (NC Attorney General)	919-716-6000
COURT INFORMATION	704-347-7811
DEAD ANIMAL COLLECTION	
City	704-336-2673
DEBT AND CREDIT PROBLEMS	704-332-4191
ELECTRIC SERVICE	
Power Outage	800-769-3766
Service Accounts	704-594-9400
ENVIRONMENTAL HEALTH	704-336-5100
FIRE DEPARTMENT - Non-Emergency	704-336-9400
GARBAGE COLLECTION AND COMPLAINTS-City	704-336-2673
HAZARDOUS CODE VIOLATIONS	
City	704-336-2751
County	704-336-3835
HOUSING DISCRIMINATION COMPLAINTS	704-336-5160
HOUSING INSPECTION	311
INFORMATION AND REFERRAL (City and County)	704-336-7600
LAWYER REFERRAL SERVICE	704-375-8624
LAW LIBRARY	704-336-7359
LEGAL Aid of NORTH CAROLINA, INC.	704-376-1600
MAGISTRATE'S COURT INFORMATION	704-347-7844
MOBILE HOME PARK COMPLAINTS	704-336-2751
MOSQUITO CONTROL	311
NEIGHBORHOOD DEVELOPMENT DEPARTMENT	704-336-3380
PARK AND RECREATION DEPARTMENT	704-336-3854
PETS (Animal Control)	704-336-3786
PIEDMONT NATURAL GAS	704-525-5585
POLICE DEPARTMENT	
Emergency	911

Information - City	704-366-2352
Information - County	704-336-2347
REHABILITATION LOAN SERVICES – City	704-336-2016
RENTER – MANAGER COMPLAINTS	
Charlotte Apartment Association	704-334-9511
Landlord-Tenant Mediation	704-336-5330
Family Housing Services	704-336-4480
RODENT CONTROL-Environmental Health	704-336-5100
SCHOOLS, PUBLIC INFORMATION	704-343-6220
SHERIFF’S DEPARTMENT	704-336-2543
SPAY-NEUTER CLINIC	704-333-4130
STREET CLEANING - City	704-336-4165
STREET LIGHTS - Duke Power	704-594-9400
STREET MAINTENANCE	
City	704-336-2930
County/State	704-596-6900
TELEPHONE SERVICE	
New Service, Billing, Disconnection	704-378-6000
Repairs (Charlotte and Davidson)	704-780-1611
Huntersville	800-642-0544
UTILITY DEPARTMENT	704-336-2133
VOTER REGISTRATION	704-336-2133
WATER AND SEWER SERVICE	
Billing, Drinking, Storm Water	704-336-2211
Water Emergency	704-336-2564
AGENCIES	
ANIMAL CONTROL AND SHELTER	704-336-3786
2700 Toomey Avenue, Charlotte, NC	
Enforces the city animal ordinance. Provides 24-hour emergency service. Picks-up stray or sick animals, disposes of unwanted animals, sells animals to the public.	
BELLSOUTH TELEPHONE COMPANY	
New service, disconnection and changes	704-780-2355
Repairs	704-780-1611
BUILDING STANDARDS DEPARTMENT - County	704-336-2831
700 North Tryon Street, Charlotte, NC	
Administers the county ordinance on mobile home parks. Receives complaints about mobile homes in the county. The Minimum Housing Code Section administers the housing code for Mecklenburg County.	
CHARLOTTE APARTMENT ASSOCIATION	704-334-9511
711 East Morehead Street, Suite 201, Charlotte, NC	
A professional association of property owners and managers, suppliers of goods and services	
Processes complaints involving association members	
COMMUNITY RELATIONS COMMITTEE	704-336-2424
600 East Trade Street, Charlotte, NC	
Fair Housing Program	704-336-5160
Investigates complaints of discrimination in housing practices because of race, color, religion, disability, familial status, sex or national origin.	
Landlord-Tenant Relations Program	704-336-5330
A forum for landlords and tenants to address housing-related issues	

CHARLOTTE TRANSIT SYSTEM 600 East Fourth Street, Charlotte, NC Information about bus schedules	704-336-3898
CITY-COUNTY CUSTOMER SERVICE CENTER 600 East Fourth Street, Charlotte, NC Information and referral about city and county services	704-336-7600 or 311
CLERK OF SUPERIOR COURT 800 East Fourth, Charlotte, NC	704-686-0400
Civil Department (Magistrate's Court) Room 201	704-347-7844
File complaints for lawsuits in Magistrate's Court.	
Jury Information	704-347-7812
CODE ENFORCEMENT 600 East Fourth Street, Charlotte, NC Litter code enforcement of improper disposal of trash and garbage, abandoned cars and overgrown property	311
CONSUMER CREDIT COUNSELING 301 South Brevard Street, Charlotte, NC (United Way Building) Provides advice and counseling on budgeting and money management to individuals and families. Assistance in arranging payment plans for liquidating indebtedness.	704-332-4191
CONSUMER PROTECTION SECTION 2 East Morgan Street, Raleigh, NC 27601 (North Carolina Attorney General's Office) Enforces consumer rights under the North Carolina Consumer Protection Act.	919-716-6000
DUKE ENERGY 500 South Church Street, Charlotte, NC Service Applications and Information	704-594-9400
ELECTIONS OFFICE 741 Kenilworth Avenue, Suite 292, Charlotte, NC Voter registration and information about transferring to another precinct	704-336-2133
EMERGENCY MEDICAL SERVICES (MEDIC) 618 North College Street, Charlotte, BC	
Non-Emergency	704-943-6200
Emergency	911
ENVIRONMENTAL HEALTH DEPARTMENT 700 North College Street, Charlotte, NC Information and services relating to environmental health problems, including unsanitary garbage disposal, air and water pollution, hazardous wastes, rodent and mosquito control, septic tanks and wells, burning permits, swimming pools, solid waste disposal and pesticides.	311
FIRE DEPARTMENTS	
City – 600 East Fourth Street, Charlotte, NC	704-336-4174
Emergency	911
County – 700 North Tryon Street, Charlotte, NC	704-336-2154
Emergency	911
HOUSING AUTHORITY OF THE CITY OF CHARLOTTE	704-336-5183

1301 South Boulevard, Charlotte, NC
Provides housing for low-income residents through Section 8 (private land) and public housing (Housing Authority-managed properties).

HOUSING REFERRAL 704-336-2350
Neighborhood Development Department
600 East Trade Street, Charlotte, NC
Administers relocation program for the City of Charlotte. The program provides assistance to persons who are permanently displaced by government action.

INFORMATION AND REFERRAL SERVICE 704-377-1100
United Way
301 South Brevard Street, Charlotte, NC
Provides information and referral services for human services.

LAWYER REFERRAL SERVICE 704-375-8620
438 Queens Road, Charlotte, NC
Helps citizens receive a referral to a lawyer for consultation.

LEGAL AID OF NORTH CAROLINA, INC. 704-376-1600
1431 Elizabeth Avenue, Charlotte, NC
Provides legal services in civil matters to low-income persons.

NEIGHBORHOOD DEVELOPMENT DEPARTMENT 704-336-3380
600 East Trade Street, Charlotte, NC
Supports the quality and availability of good housing through code enforcement, housing development and home ownership counseling and support services.

PARK AND RECREATION DEPARTMENT 704-336-3854
700 North Tryon Street, Charlotte, NC
Provides information and allows reservations for use of parks and community centers

PIEDMONT NATURAL GAS COMPANY 704-525-5585
4339 South Tryon Street, Charlotte, NC
Information, repairs and service 704-525-3620
Emergency 911

POLICE DEPARTMENT
City – 601 East Trade Street, Charlotte, NC 704-336-2352
Emergency 911
County – 618 North College Street, Charlotte, NC 704-336-2347
Emergency 911

REHABILITATION AND HOUSING INSPECTION SECTION 704-336-2751
Neighborhood Development Department
600 East Trade Street, Charlotte, NC
Administers housing code of the City of Charlotte, receives and investigates complaints of violation of housing code.

REHABILITATION LOAN 704-336-2016
Neighborhood Development Department
600 East Trade Street, Charlotte, NC
Offers financial information.

SANITATION (Refuse Collection) 704-336-2673
 600 East Fourth Street, Charlotte, NC
 Provides information and manages requests for service regarding garbage, trash and bulky item disposal

SHERIFF OF MECKLENBURG COUNTY 704-336-2543
 700 East Fourth Street, Charlotte, NC
 Information about service of summons

SPAY-NEUTER CLINIC 704-333-4130
 2646 Toomey Avenue, Charlotte, NC
 Provides spay-neuter services.

UTILITY DEPARTMENT 704-336-2231
 5100 Brookshire Boulevard, Charlotte, NC
 Provides water and sewer service, connections, disconnections and billing.

Sewer 704-357-6064
 Emergency Water Service 704-336-2564

TOWNS IN MECKLENBURG COUNTY

CORNELIUS

Town Office 704-892-6031
 Police 704-892-1453
 Police-Emergency 911
 Fire Department 704-336-3333
 School 704-343-3905

DAVIDSON

Town Office 704-892-7591
 Police 704-892-5131
 School 704-343-3900

HUNTERSVILLE

Town Office 704-875-6541
 Fire Department 704-875-2767
 School 704-343-3845
 Telephone Repair Service 704-780-1611

MATTHEWS

Town Office 704-847-4411
 Police 704-847-4069
 Fire Department 704-847-9400
 School 704-343-3940

MINT HILL

Town Office 704-545-9726
 Fire Department 911

PINEVILLE

Police 704-889-2231
 Police Emergency 911
 Fire Department 704-889-7575
 Power and Telephone Company 704-889-2291

PUBLICATIONS

The following publications provide additional information about matters referred to in this handbook. Copies may be obtained from the agency or address listed with each publication.

APARTMENT FINDER

A guide to local rental properties published three times a year by Southeast Publishing Ventures, Inc., 528 East Boulevard, Charlotte, NC 28203. Copies are available free of charge at that address or at any Eckerd Drug or 7-Eleven store.

DIRECTORY OF HUMAN SERVICES IN MECKLENBURG COUNTY

A detailed directory of public and private agencies published annually by the Information and Referral Service, 301 South Brevard Street, Charlotte, NC 28202. Cost: \$40.00. Updates may be purchased for an additional charge.

IT'S YOUR MOVE

A student manual, revised July 1, 1994, published by the North Carolina Real Estate Licensing Board, P.O. Box 17100, Raleigh, NC 27619. This 39-page manual is used in public school systems to introduce students to basic consumer information about renting and purchasing housing. It is available, on a limited basis, to the public at no charge.

TENANT'S HANDBOOK

A 20-page handbook published by Legal Aid of North Carolina, Inc., 1431 Elizabeth Avenue, Charlotte, NC 28204.

THIS IS THE LAW: LANDLORDS AND TENANTS

A brochure published by the North Carolina Bar Association. Call 1-800-662-7407 to request a copy free of charge.

<p>File No. ▶</p> <p style="text-align: center;">COMPLAINT IN SUMMARY EJECTMENT</p> <p style="text-align: center;">G.S. 7A-216, 7A-232; Ch. 42, Art. 3 and 7</p> <p>Name And Address Of Plaintiff</p> <p>County Telephone No.</p> <p style="text-align: center;">VERSUS</p> <p>Name And Address Of Defendant 1 <input type="checkbox"/> Individual <input type="checkbox"/> Corporation</p> <p>County Telephone No.</p> <p>Name And Address Of Defendant 2 <input type="checkbox"/> Individual <input type="checkbox"/> Corporation</p> <p>County Telephone No.</p> <p>Name And Address Of Plaintiff's Attorney Or Agent</p>	<p style="text-align: center;">STATE OF NORTH CAROLINA</p> <p style="text-align: center;">_____ County</p> <p style="text-align: right;">In The General Court Of Justice District Court Division-Small Claims</p> <p>1. The defendant is a resident of the county named above.</p> <p>2. The defendant entered into possession of premises described below as a lessee of plaintiff.</p> <p>Description Of Premises (Include Location) <input type="checkbox"/> Conventional <input type="checkbox"/> Public Housing <input type="checkbox"/> Section 8</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Rate Of Rent \$ _____</td> <td style="width: 10%; text-align: center;">per <input type="checkbox"/> Month <input type="checkbox"/> Week</td> <td style="width: 20%;">Date Rent Due</td> <td style="width: 20%;">Date Lease Ended</td> <td style="width: 10%; text-align: right;">Type Of Lease <input type="checkbox"/> Oral <input type="checkbox"/> Written</td> </tr> </table> <p>3. <input type="checkbox"/> The defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint.</p> <p><input type="checkbox"/> The lease period ended on the above date and the defendant is holding over after the end of the lease period.</p> <p><input type="checkbox"/> The defendant breached the condition of the lease described below for which re-entry is specified.</p> <p><input type="checkbox"/> Criminal activity or other activity has occurred in violation of G.S. 42-63 as specified below.</p> <p>Description Of Breach/Criminal Activity (give names, dates, places and illegal activity)</p> <p>4. The plaintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.</p> <p>5. The defendant owes the plaintiff the following:</p> <p>Description Of Any Property Damage</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Amount Of Damage (If Known) \$ _____</td> <td style="width: 30%;">Amount Of Rent Past Due \$ _____</td> <td style="width: 40%; text-align: right;">▶ Total Amount Due \$ _____</td> </tr> </table> <p>6. I demand to be put in possession of the premises and to recover the total amount listed above and daily rental until entry of judgment plus interest and reimbursement for court costs.</p> <p>Date _____ Signature Of Plaintiff/Attorney/Agent _____</p> <p style="text-align: center;">CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT OF PLAINTIFF</p> <p style="text-align: center;">I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged in this Complaint.</p> <p>Date _____ Signature _____</p>	Rate Of Rent \$ _____	per <input type="checkbox"/> Month <input type="checkbox"/> Week	Date Rent Due	Date Lease Ended	Type Of Lease <input type="checkbox"/> Oral <input type="checkbox"/> Written	Amount Of Damage (If Known) \$ _____	Amount Of Rent Past Due \$ _____	▶ Total Amount Due \$ _____
Rate Of Rent \$ _____	per <input type="checkbox"/> Month <input type="checkbox"/> Week	Date Rent Due	Date Lease Ended	Type Of Lease <input type="checkbox"/> Oral <input type="checkbox"/> Written					
Amount Of Damage (If Known) \$ _____	Amount Of Rent Past Due \$ _____	▶ Total Amount Due \$ _____							

INSTRUCTIONS TO PLAINTIFF OR DEFENDANT

1. The PLAINTIFF must file a small claim action in the county where at least one of the defendants resides.
2. The PLAINTIFF cannot sue in small claims court for more than \$5,000.00 excluding interest and costs.
3. The PLAINTIFF must show the complete name and address of the defendant to ensure service on the defendant. If there are two defendants and they reside at different addresses, the plaintiff must include both addresses. The plaintiff must determine if the defendant is a corporation and sue in the complete corporate name. If the business is not a corporation, the plaintiff must determine the owner's name and sue the owner.

The PLAINTIFF may serve the defendant(s) by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, addressed to the party to be served or by paying the costs to have the sheriff serve the summons and complaint. If certified or registered mail is used, the plaintiff must prepare and file a sworn statement with the Clerk of Superior Court proving service by certified mail and must attach to that statement the postal receipt showing that the letter was accepted.

In filling out number 3 in the complaint, if the landlord is seeking to remove the tenant for failure to pay rent when there is no written lease, the first block should be checked. (Defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the ten (10) day grace period before filing the complaint.) If the landlord is seeking to remove the tenant for failure to pay rent when there is a written lease with an automatic forfeiture clause, the third block should be checked. (The defendant breached the condition of the lease described below for which re-entry is specified.) And "failure to pay rent" should be placed in the space for description of the breach. If the landlord is seeking to evict tenant for violating some other condition in the lease, the third block should also be checked. If the landlord is claiming that the term of the lease has ended and the tenant refuses to leave, the second block should be checked. If the landlord is claiming that criminal activity occurred, the fourth block should be checked and the conduct must be described in space provided.
4. The PLAINTIFF may serve the defendant(s) by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, addressed to the party to be served or by paying the costs to have the sheriff serve the summons and complaint. If certified or registered mail is used, the plaintiff must prepare and file a sworn statement with the Clerk of Superior Court proving service by certified mail and must attach to that statement the postal receipt showing that the letter was accepted.
5. In filling out number 3 in the complaint, if the landlord is seeking to remove the tenant for failure to pay rent when there is no written lease, the first block should be checked. (Defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the ten (10) day grace period before filing the complaint.) If the landlord is seeking to remove the tenant for failure to pay rent when there is a written lease with an automatic forfeiture clause, the third block should be checked. (The defendant breached the condition of the lease described below for which re-entry is specified.) And "failure to pay rent" should be placed in the space for description of the breach. If the landlord is seeking to evict tenant for violating some other condition in the lease, the third block should also be checked. If the landlord is claiming that the term of the lease has ended and the tenant refuses to leave, the second block should be checked. If the landlord is claiming that criminal activity occurred, the fourth block should be checked and the conduct must be described in space provided.
6. The PLAINTIFF must pay advance court costs at the time of filing this Complaint. In the event that judgment is rendered in favor of the plaintiff, court costs may be charged against the defendant.
7. The PLAINTIFF must appear before the magistrate to prove his/her claim.
8. The DEFENDANT may file a written answer, making defense to the claim, in the office of the Clerk of Superior Court. This answer should be accompanied by a copy for the plaintiff and be filed no later than the time set for trial. The filing of the answer DOES NOT relieve the defendant of the need to appear before the magistrate to assert the defendant's defense.
9. The PLAINTIFF or the DEFENDANT may appeal the magistrate's decision in this case. To appeal, notice must be given in open court when the judgment is entered, or notice may be given in writing to the Clerk of Superior Court within ten (10) days after the judgment is entered. If notice is given in writing, the appealing party must also serve written notice of appeal on all other parties. The appealing party must PAY to the Clerk of Superior Court the costs of court for appeal within twenty (20) days after the judgment is entered.

If the defendant appeals and wishes to remain on the premises the defendant must also post a stay of execution bond within ten (10) days after the judgment is entered.
10. If the defendant appeals and wishes to remain on the premises the defendant must also post a stay of execution bond within ten (10) days after the judgment is entered.
11. This form is supplied in order to expedite the handling of small claims. It is designed to cover the most common claims.
12. **The Clerk or magistrate cannot advise you about your case or assist you in completing this form. If you have any questions, you should consult an attorney.**

File No.

STATE OF NORTH CAROLINA

In The General Court Of Justice
District Court Division-Small Claims


_____ County


COMPLAINT FOR MONEY OWED

G.S. 7A-216, 7A-232

Name And Address Of Plaintiff

1. The defendant is a resident of the county named above.
2. The defendant owes me the amount listed for the following reason:

Principal Amount Owed  \$

Interest Owed (if any)  \$

Total Amount Owed  \$

(check one below)

County	Telephone No.	<input type="checkbox"/> On An Account (attach a copy of the account)	Date From Which Interest Due	Interest Rate
VERSUS		<input type="checkbox"/> For Goods Sold And Delivered Between	Beginning Date	Ending Date
Name And Address Of Defendant 1 <input type="checkbox"/> Individual <input type="checkbox"/> Corporation		<input type="checkbox"/> For Money Lent	Date From Which Interest Due	Interest Rate
		<input type="checkbox"/> On a Promissory Note (attach copy)	Date Of Note	Date From Which Interest Due
		<input type="checkbox"/> For a Worthless Check (attach a copy of the check)		Interest Rate
County		<input type="checkbox"/> For conversion (describe property)		
Name And Address Of Defendant 2 <input type="checkbox"/> Individual <input type="checkbox"/> Corporation		<input type="checkbox"/> Other: (specify)		
County				
Name And Address Of Plaintiff's Attorney				

I demand to recover the total amount listed above, plus interest and reimbursement for court costs.

Date

Signature Of Plaintiff Or Attorney

INSTRUCTIONS TO PLAINTIFF OR DEFENDANT

1. The PLAINTIFF must file a small claim action in the county where at least one of the defendants resides.
2. The PLAINTIFF cannot sue in small claims court for more than \$5,000.00 excluding interest and costs.
3. The PLAINTIFF must show the complete name and address of the defendant to ensure service on the defendant. If there are two defendants and they reside at different addresses, the plaintiff must include both addresses. The plaintiff must determine if the defendant is a corporation and sue in the complete corporate name. If the business is not a corporation, the plaintiff must determine the owner's name and sue the owner.
4. The PLAINTIFF may serve the defendant(s) by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, addressed to the party to be served or by paying the costs to have the sheriff serve the summons and complaint. If certified or registered mail is used, the plaintiff must prepare and file a sworn statement with the Clerk of Superior Court proving service by certified mail and must attach to that statement the postal receipt showing that the letter was accepted.
5. The PLAINTIFF must pay advance court costs at the time of filing this Complaint. In the event that judgment is entered in favor of the plaintiff, court costs may be charged against the defendant.
6. The DEFENDANT may file a written answer, making defense to the claim, in the office of the Clerk of Superior Court. This answer should be accompanied by a copy for the plaintiff and be filed no later than the time set for trial. The filing of the answer DOES NOT relieve the defendant of the need to appear before the magistrate to assert the defendant's defense.
7. Whether or not an answer is filed, the PLAINTIFF must appear before the magistrate.
8. The PLAINTIFF or the DEFENDANT may appeal the magistrate's decision in this case. To appeal, notice must be given in open court when the judgment is rendered, or notice may be given in writing to the Clerk of Superior Court within ten (10) days after the judgment is rendered. If notice is given in writing, the appealing party must also serve written notice of appeal on all other parties. The appealing party must PAY to the Clerk of Superior Court the costs of court for appeal within twenty (20) days after the judgment is rendered.

This form is supplied in order to expedite the handling of small claims. It is designed to cover the most common claims.
9. **The Clerk or magistrate cannot advise you about your case or assist you in completing this form. If you have any questions, you should consult an attorney.**
10. **The Clerk or magistrate cannot advise you about your case or assist you in completing this form. If you have any questions, you should consult an attorney.**

File No.

STATE OF NORTH CAROLINA

In The General Court Of Justice
District Court Division-Small Claims

COMPLAINT IN EXPEDITED SUMMARY EJECTMENT VACATION RENTAL AGREEMENT

G.S. 42A-24

_____ County

1. The rental property that is the subject of the vacation rental agreement is located in the county named above.
2. The defendant entered into possession of premises described below as a tenant of the plaintiff.

Name And Address Of Plaintiff

Description Of Premises (Include Location)

Rate Of Rent

\$

per

-
- Day
-
-
- Week
-
-
- Month

Date Lease Ended

County

Telephone No.

VERSUS

Name And Address Of Defendant 1

3. The plaintiff and defendant entered into a vacation rental agreement for thirty (30) days or less.
4. The vacation rental agreement conforms to the requirements of the law.
5. The plaintiff gave notice to the tenant to quit the premises at least four hours before the filing of the complaint.
6. a. The tenant held over after the tenancy expired.
 b. The tenant committed a material breach of the terms of the vacation rental agreement for which termination and re-entry is specified.

Description Of Breach

County

Telephone No.

Name And Address Of Defendant 2

- c. The tenant failed to pay rent as required by the agreement.
- d. The tenant obtained possession of the property by fraud or misrepresentation.

County

Telephone No.

Name And Address Of Plaintiff's Attorney Or Agent

Date

Signature Of Landlord/Real Estate Broker/Attorney

CERTIFICATION WHEN COMPLAINT SIGNED BY REAL ESTATE BROKER

I certify that I am an agent of the landlord and have actual knowledge of the facts alleged in this Complaint.

Date

Signature