

Tenants' Rights

Evictions and Repairs

For more help,
visit www.legalaidnc.org
or call 1-866-219-5262

TENANT'S RIGHT TO END LEASE

If your home is damaged to the point that it is not habitable, you have the right to terminate your lease. You must notify your landlord, in writing, within ten (10) days of the damage of your intent to terminate the lease, unless your lease provides otherwise, and pay rent through the date you end the lease. Please review your lease and contact Legal Aid of North Carolina if you have questions. (NCGS 42-12)

LANDLORDS DON'T HAVE THE SAME RIGHT

Nothing in NC law creates any special right for a landlord to terminate the lease before the end of the lease term due to damage from a natural disaster, unless the home has been destroyed in a fire. (NCGS 42-9) At the end of the lease period, your landlord must give notice to terminate your lease pursuant to the lease or law (NCGS 42-14), whichever notice period is greater. Remember to check your lease for the lease term and notice requirements; it is common for leases that had a one-year initial term to renew as "month-to-month," which may only require a week's notice to terminate.

If your home is condemned by a city or county housing inspector, you may be required to vacate your home. A landlord does not have the authority to decide that a home is uninhabitable.

LANDLORD'S DUTY TO REPAIR

If you continue to live in the home, the landlord is required to make repairs so the home is safe, decent and sanitary. The landlord must do this within a reasonable time. However, the repairs are only legally required if the landlord is aware of the damage. Make sure you inform the landlord about needed repairs right away, and that you keep a record of the date and your conversation. It is best to make your repair requests in writing, which may include handwritten, email, text message, or social media message. A landlord's duty to provide fit and habitable housing is not waived simply because the damage was caused by a natural disaster. (NCGS 42-42)

IF YOUR HOME IS SERIOUSLY DAMAGED

In general, North Carolina law requires tenants to continue paying rent even if the home is damaged, unless you have an agreement with your landlord or a court order. A tenant may be able to sue the landlord for rent paid beyond the value of the home in its current condition. For this reason, landlords and tenants should come to an agreement on reduced rent until the home is repaired. If a landlord continues to demand rent for a property that is seriously damaged, or during a time when the tenant is required to be out of the home for repairs, tenants may have legal claims. Please contact Legal Aid of North Carolina.

PERSONAL PROPERTY

In general, your landlord is not responsible for damage to your belongings caused by the natural disaster. You should file a claim with your renters' insurance and/or FEMA. You should also take pictures of all damaged property.

