

Tenant Rights

Signing a Lease

A lease is a legal document wherein you and another person or company, agree on the arrangements for you to live in or on their property. Signing a lease with a landlord or company provides you a limited number of rights as well as gives you certain responsibilities. Only the most basic facts about rental agreements are given below. When a problem occurs that is not discussed below, ask for help.

What are your duties and rights as a tenant?

- ♣ Pay the rent as agreed on in the lease and fulfill the requirements of the lease
- ♣ Keep the rented premises safe and clean (e.g. properly dispose of garbage/rubbish)
- ♣ At the end of the lease, leave the apartment or room in the same condition as you found it. Don't damage, destroy or remove any part of the premises. You are responsible for fixing and paying for this type of damage. If you fail to do so, the amount needed to fix the damage will be taken out of your security deposit.
- ♣ Give the apartment notice of your intention to move out. Ask the apartment complex when they require this notice. Some companies require notice a 30-day notice before your lease ends. Other companies require as much as a 90-days notice. ***This is important—if you do not do this on time, the apartment will charge you a lot of money!***
- ♣ You have a basic right to privacy. However, the landlord also has the right to look at the premises with reasonable notice.
- ♣ If the landlord fails to fulfill some part of his or her responsibilities as stated in the lease, you have the right to require the landlord to do so.

What are the responsibilities and rights of your landlord?

- ♣ To do all repairs that are necessary to keep the rented premises livable and safe. This includes the repair of all electrical, plumbing, sanitary, heating, ventilating, air conditioning, etc. It is best to call the landlord first if you think any repair is necessary.
- ♣ To evict (remove you) if you violate any provision of your rental agreement. Failure to pay rent is grounds for eviction.
- ♣ To enter and inspect the property at reasonable times and in a reasonable manner.
- ♣ To have the property in the same condition as it was when you moved in, except ordinary wear or damage done by natural forces or people other than the residents (or their guests).
- ♣ To ask for a security deposit at the beginning of each new lease. By law, it cannot be more than one & half month's rent. If the resident abides to the lease, the landlord must refund the full amount of the security deposit within 30 days after the lease ends. They can keep parts or the full amount of the deposit if the tenants do not pay rent as agreed, if damage caused by the resident does not get repaired, if the place is not left in the same condition as it was found upon move in, or if the resident leaves before the end of the lease and stops paying rent.
- ♣ If the landlord keeps some or all of the deposit, he/she must give the resident a list of the reasons.

What to do when you have problems with your landlord or the lease?

It sometimes happens that a landlord neglects his or her duties. In these cases, you have the right to take legal action. You can obtain legal advice from the following sources:

- ♣ North Carolina Attorney General's Office/ Raleigh, tel. 716.6000. Or, visit www.ncdoj.com. Click on Consumer Protection
- ♣ Durham Neighborhood Improvement Services, <http://www.durhamnc.gov/departments/nis/> 560.1647
- ♣ Contact International House for a handout on Legal Advice. (This handout is NOT on our website).