Tenancies

Definitions

- Lessee
- Lessor
- Rent

Elements of a landlord-tenant relationship

- Contract
- Provision for payment of rent
- Transfer of estate
- Possession & control in tenant
- Reversion in landlord
- Real estate
### Other relationships distinguished

- Employment
- Partnership
- License

### Statute of frauds

- 3 years from date of making lease
  - Lease must be in writing to be enforceable

### Recording

- Registrar of deeds in county where property located
- Affords priority to tenant
### Classification

- Year to year
- For years or for a term
- At will
- At sufferance
- Share lease

### Notice to quit

- **Year to year**
  - c.l. 6 months
  - NC 1 month

- **Month to month**
  - 7 days

- **Week to week**
  - 2 days

### Notice to quit

- Rental space for a manufacured home
  - 30 days

- As specified in the lease

- For years or for a term
  - No renewal

- At will & At sufferance
  - None*
Duties of tenant

- Pay rent
- Do not commit waste
- Reasonable use
- Farm in husband-like manner
- Avoid exhaustion of the soil
- Make repairs

Risk of loss

- C.L. - with the tenant
- Commercial & Ag. - defined by the terms of the lease
- Residential - defined by statute

Crop ownership
Fixtures

Farm program payments

Residential leases

- Residential Rental Agreements Act
- No retaliatory eviction
- Application
  - Hotels & motels regulated by the Commission for Health Services
  - Dwellings provided w/o charge exempt
  - Mobile homes covered
Duties of the landlord

- Provide fit premises
- Comply w/ building & housing codes
- Make repairs to maintain in habitable condition
- Keep common areas in good condition
- Maintain all equipment, etc.
- Provide smoke detectors

Duties of the Tenant

- Keep tenant's area safe & clean
- Dispose of waste properly
- Avoid deliberate destruction of the property
- Comply w/ building & housing codes
- Responsible for damage in area of exclusive control
- Notify - inoperative/malfunctioning smoke detectors/replace batteries

Tenant’s duty to pay rent

- Rent w/h prohibited
- Mutuality of obligation
- Rent may be abated only to extent rent has been paid
- Punitive damages not available
- Late fee
  - Greater of $15 or 5% (>5 days late; once/period)
Liability of Tenant for Early Termination

- Full rent due for remaining term of the lease
  - Subject to landlord’s duty to mitigate
- Early termination by military personnel

Tenant Security Deposit Act

- Deposited in a trust account/bond
  - Tenant notified of bank/insurance company within 30 days after beginning of the lease
- Amount of deposit
  - Week to week - two weeks rent
  - Month to month - 1 1/2 months rent
  - Longer - 2 months rent
- 30 days to account after termination

Tenant Security Deposit Act

- No charge for normal wear & tear
- Nonrefundable (reasonable) pet charge permitted
- Tenant’s remedies
  - Action for damages
  - Attorney fees for willful violation
Other applicable law

- North Carolina Vacation Rental Act
- Ejectment of Residential Tenants Act
  - Self-help prohibited

Other applicable law

- Tenants’ personal property
  - Distress and distraint prohibited
  - Tenant allowed to take personal property
  - Lien on property not removed by tenant
- Unfair or Deceptive Trade Practices Act
  - Treble damages.