

RENTERS RIGHTS & RESPONSIBILITIES

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The Legal Assistance Office sees many clients who have disputes with landlords over lease agreements and repairs on their rented apartments, condos, and homes. Many of these issues could have been prevented by carefully reading the lease and taking a few simple precautions.

Prior to signing the lease, or within the first 48 hours of moving in, renters should make a thorough inspection of the premises, writing down any visible defects or damages and providing a copy of that written statement to the landlord. Common issues to look for include spots on the carpet, holes in the walls, broken windows latches, and any non-functioning or damaged appliances. Taking pictures or video of the residence is another useful step. Having these records can protect renters from later charges for pre-existing damages.

For repairs that come up during the lease, renters need to send the request to the landlord **IN WRITING**, and keep a copy for their own records. This is the number one cause of complaints received at the legal assistance office – tenants made the repair request in person or on the phone and have no documentation when the landlord fails to respond. Calling the landlord is fine, especially in emergencies, but renters need to follow up with a written request to protect themselves and their wallets.

Tenants have certain responsibilities under North Carolina law. First and foremost, paying rent and complying with all the provisions agreed upon in the lease. This means renters need to read every word of the lease before signing. Failure to read or understand a lease term can hurt renters in the future when a dispute arises. Other tenant responsibilities include: properly disposing of trash, preventing damage other than ordinary wear and tear, replacing smoke detector batteries and air filters, and staying in compliance with any applicable housing codes.

When terminating a rental contract, renters provide proper notice to the landlord in accordance with the lease. Renters should also ensure they understand their responsibilities for tasks like cleaning, repainting walls, and repairing nail holes. Completing another walk-through with pictures immediately before moving out is an important final step.

Military members have the right to terminate leases early under a few limited circumstances. If a servicemember receives PCS orders for a location more than 50 miles away, he or she may terminate the lease with 30 days notice. This notice must be in writing. Leases may also sometime be terminated under the legal doctrine of “constructive eviction”. If a landlord fails to carry out his or her legal duties (keeping the premises in a fit and habitable condition), renters have the right to move out of the premises, effectively ending the lease agreement. Before moving out, renters should first notify the landlord in writing and providing a reasonable time to fix problems.

Many disputes between tenants and landlords can be resolved without formal legal action, but complaints may be heard in Small Claims Court if the sum in dispute is under a certain amount (\$5,000 in North Carolina). For more information about tenant's rights and responsibilities or questions about Small Claims Court please contact the XVIII Airborne Corps and Fort Bragg Legal Assistance Office. Appointments are made one week in advance. The Office begins scheduling appointments at 0900 on the last day of each week for the following week. Appointments can be made in person or by calling 910-396-6113 or 910-396-0396.