



Greensboro Landlords Association

Meeting Minutes
January 10th, 2023

Opening:

The monthly meeting of the Greensboro Landlords Association was called to order at 6:30 on January 10th, 2023 at the Piedmont Triad Apartment Association by our President, Steve Tyree.

Attendance:

40 Members were recorded by 3rd Party Vendor, Jennifer Dille with TESS, LLC.

Announcements:

- **Welcome to our first meeting for 2023!** This is going to be a great year!!
- **Thank you to everyone who attended the Holiday Dinner.** From our feedback everyone had a very nice time and our sponsors found some new customers. A win-win for all.
- **Our Membership invoices went out last month. Thank you for all that have paid. If you have not, please be on a lookout for an email from John Jobe – johnjobe@triad.rr.com. Or you can go online and pay via the PayPal buttons. Membership dues for next year are:**
Individual - \$99
Joint - \$179
Business Sponsor – Includes logo on website and speaking time at meeting 4 Members- \$279
- **Watch your listings!** We had another member have their rental listing hijacked. The ones who get hurt the most are the prospective tenants but we also had a member have their property taken over and rented out. Be careful who you give the keys. **And watermark your photos!**
- **Our Coffee Chat is next Tuesday, January 17th at Amoroso's Bakery.** It is from 4:15 – 5:00 PM. These are really great meetings that allow more in-depth conversations.
- **Do we have any guests or new members that would like to introduce themselves? No.**
- **Do we have any GLA sponsors or Corporate Members that would like to stand and introduce themselves to the group? Nik Grundseth with TCC Junk Removal and Steve Tyree with T'Vinci Properties.**
- **Finally do any members that have any questions, comments or announcements? No.**

Review Roofers from the newly named Preferred Vendors List:

McCory Roofing - Jim Scalley	Roofer - commercial	963-4141	Rick/Sandy Sandler
Crossover Roofing - Mary Hedrick	Roofing	203-3309	Steve Tyree
Davis Roofing	Roofing	431-6485	Jeff Sims
EcoShield Roofing Solutions - Wil Sessions	Roofing	937-9673	Kerri Person
McSquared Roofing - Quinn Marting	Roofing	988-7663	Steve Wirtz
Lopez Roofing - Jose	Roofing	691-0929	Dawn Chaney
Vaquero Brothers - Cecilio	Roofing	382-9477	Jason Austin

Start our Forum – 6:30 – 7:27

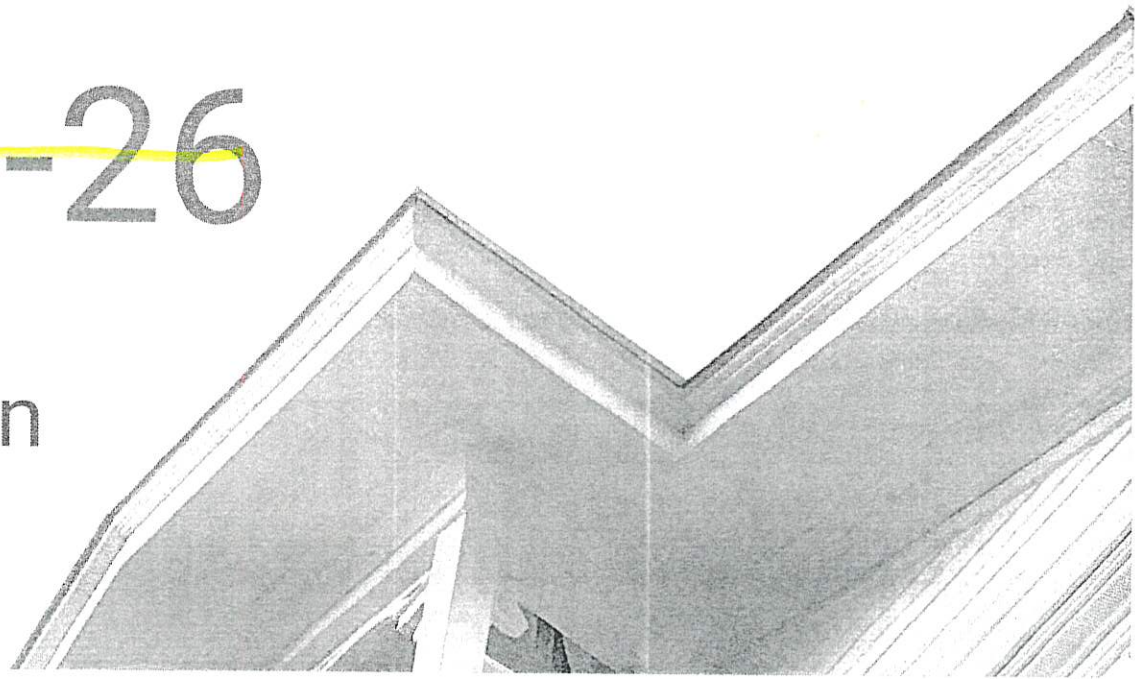
Welcome local attorney, Kevin Gorham with Maddox & Gorham PA.

Here is the link to the complete meeting video: https://youtu.be/CE_k6ypHabQ

"Remind me: What steps do we have to take before filing to evict now?"

~~NCGS §42-26~~

Residents may be dispossessed in certain cases.



HOPE Program Agreement - Landlord & Tenant

“Section C – Landlord Obligations”

C(2) Upon signing below, Landlord:

- May not begin or pursue eviction proceedings against Tenant for non-payment of rent or other payments required by the lease or holdover of lease OR require that Tenant vacate for sixty (60) days from the end of the latest month for which payment was made by HOPE, and also cannot file for 60 days after signing of the Agreement.
- Agrees to dismiss or withdraw eviction proceedings against Tenant, including withdrawing a Writ, and Landlord also agrees to not assess any costs/fees against Tenant for any dismissed /withdrawn proceedings.
- Agrees to EXTEND THE LEASE for the period that the HOPE Program assistance covers. If HOPE assistance covers only a portion of a month, the lease may not end until 60 days after the end of the month.
- Agrees to waive any late fees, penalties or other charges incurred between April 1, 2020 and 60 days after the latest month listed in Section B(4).



"How much advance notice is required to non-renew a Lease?"

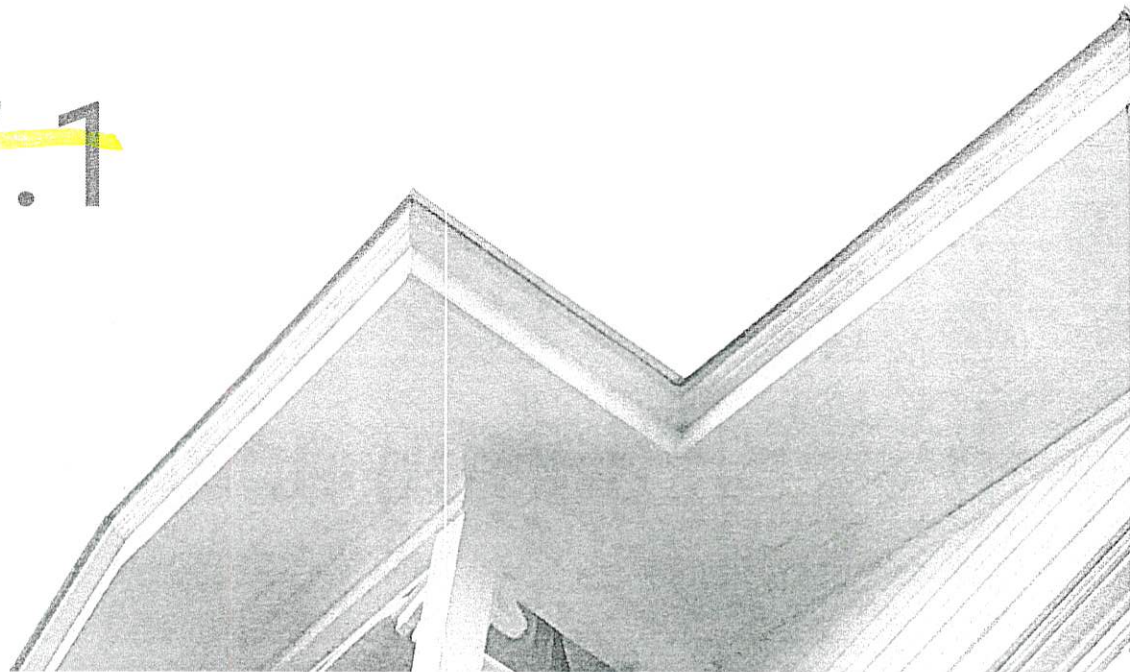
NCGS §42-14

Notice to quit in certain tenancies.

"What do you mean we lost? I thought you could non-renew for any reason?!"

~~NCGS §42-37.1~~
~~& 42-37.2~~

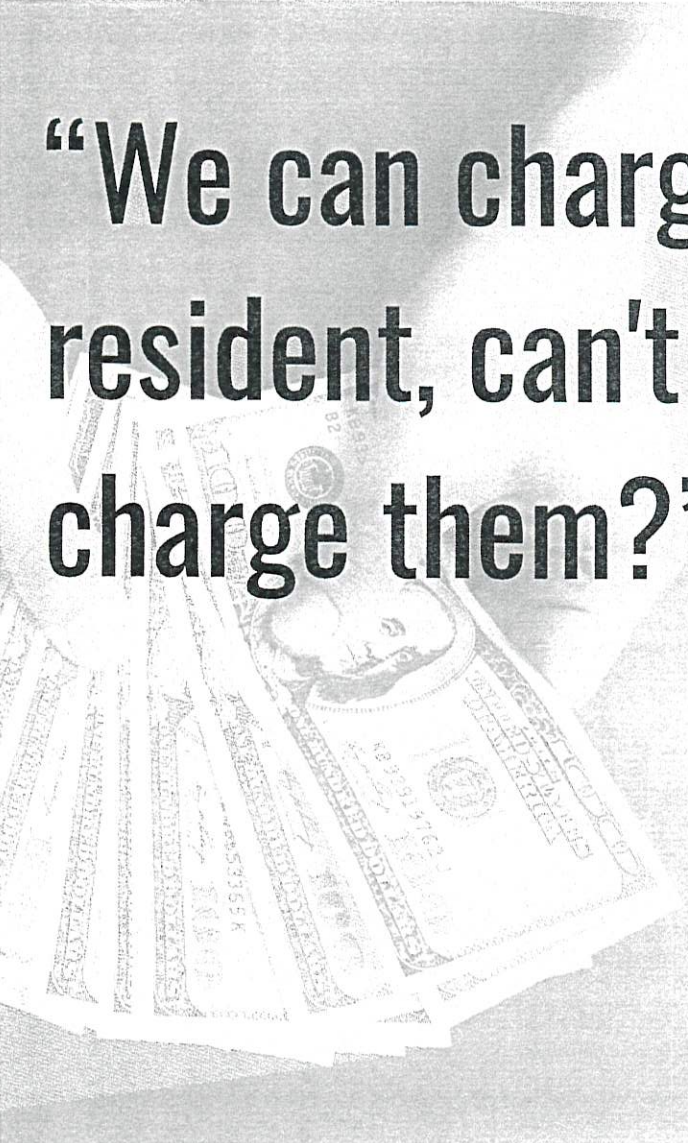
Retaliatory Eviction &
Remedies



“What do you mean I shouldn’t threaten to sue them if they don’t pay their rent?”

NCGS §75-51

Threats & Coercion



“We can charge the eviction costs to our resident, can't we? What else can we charge them?”

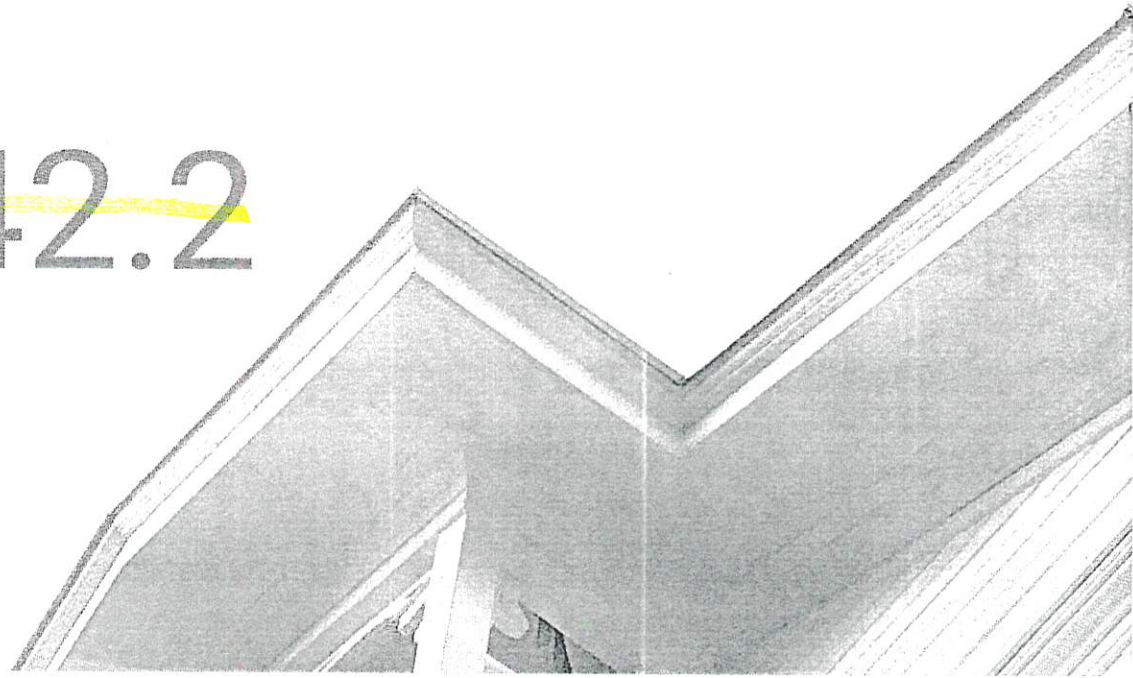
~~NCGS §42-46~~

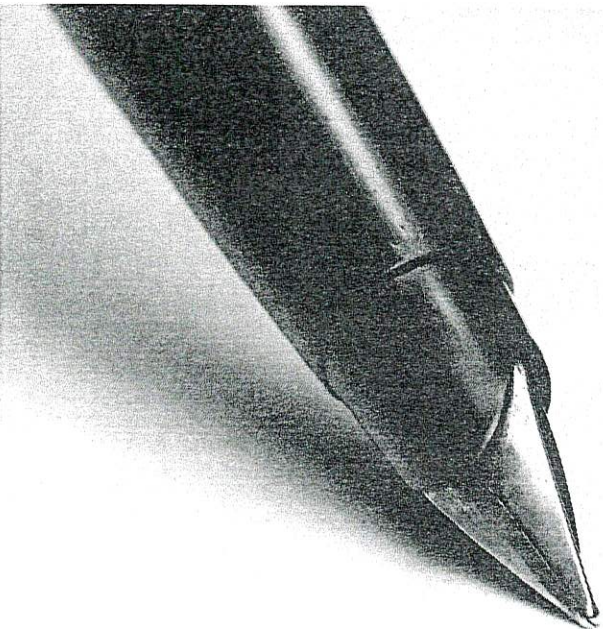
**Authorized late fees &
eviction fees**

**Domestic Violence victims are a
'protected class' in this state**

NCGS §42-42.2

**Victim Protection -
Nondiscrimination**

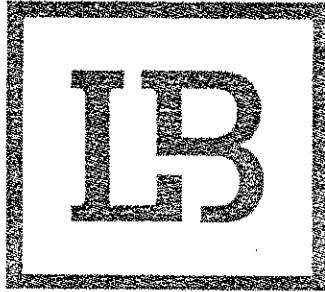




**“Do victims really have the right to
break their Lease? We can still
charge our Termination Fees, though,
right?”**

~~NCGS §42-45.1~~

**Early termination of rental agreement
by victims of domestic violence,
sexual assault, or stalking**



LOEBSACK
& BROWNLEE, PLLC

Thank
you!

For more information:

<https://loesackbrownlee.com/faqs/>

<https://loesackbrownlee.com/cares-act/>

<https://loesackbrownlee.com/hope-program-north-carolina/>

<https://loesackbrownlee.com/cdc-order-federal-information/>

BEST PRACTICES: NC EVICTIONS IN 2021

NCGS §42-28

Summons issued by Clerk Scheduling of hearing

When the [Landlord] files a Complaint in Summary Ejectment pursuant to G.S. 42-26 ... and asks to be put in possession of the Leased Premises, the Clerk shall issue a summons requiring the defendant to appear at a certain time and place not to exceed seven days from the issuance of the summons, excluding weekends and legal holidays, to answer the Complaint. The plaintiff may claim rent in arrears, and damages for the occupation of the premises since the [end of the Lease term], not to exceed the jurisdictional amount established by G.S. 7A-210(1) [\$10,000 max], but if he omits to make such claim, he shall not be prejudiced thereby in any other action for their recovery.

NCGS §42-3

Term forfeited for nonpayment of rent

In all verbal or written leases of real property of any kind in which is fixed a definite time for the payment of the rent reserved therein, there shall be implied a forfeiture of the term upon failure to pay the rent within 10 days after a demand is made by the [Landlord] on [the tenant] for all past-due rent, and the lessor may forthwith enter and dispossess the tenant without having declared such forfeiture or reserved the right of reentry in the lease.

NCGS §42-26

Residents may be dispossessed in certain cases

Any tenant or lessee of any house or land ... who holds over and continues in the possession of the [leased premises], or any part thereof, without the permission of the landlord, and after demand made for its surrender, may be removed from [the leased premises] in the manner hereinafter prescribed in any of the following cases:

When a tenant in possession of real estate holds over after his term has expired.

(2) When the tenant ... has done or omitted any act by which, according to the stipulations of the lease, his estate has ceased.

(3) When any tenant or lessee of lands or tenements, who is in arrear for rent or has agreed to cultivate the demised premises and to pay a part of the crop to be made thereon as rent, or who has given to the lessor a lien on such crop as a security for the rent, deserts the demised premises, and leaves them unoccupied and uncultivated.

(b) An arrearage in costs owed by a tenant for water or sewer services pursuant to G.S. 62-110(g) or electric service pursuant to G.S. 62-110(h) shall not be used as a basis for termination of a lease ... Any payment to the landlord shall be applied first to the rent owed and then to charges for electric service, or water or sewer service, unless otherwise designated by the tenant.

(c) In an action for ejectment based upon G.S. 42-26(a)(2), the lease may provide that the landlord's acceptance of partial rent or partial housing subsidy payment does not waive the tenant's breach for which the right of reentry was reserved, and the landlord's exercise of such a provision does not constitute a violation of Chapter 75 of the General Statutes.

NCGS §42-37.1 & 42-37.2

Retaliatory Eviction & Remedies

GS 42-37.1(b):

In an action for summary ejectment pursuant to G.S. 42-26, a tenant may raise the affirmative defense of retaliatory eviction and may present evidence that the landlord's action is substantially in response to the occurrence within 12 months of the filing of such action of one or more of the protected acts described in subsection (a) of this section (e.g. good faith complaints, requests for repairs, or "attempts to ... exercise, secure or enforce any rights existing under a valid lease or rental agreement or under State or federal law" – such as COVID-19 Relief/Rental Assistance/CDC Declarations, etc...!!)

GS 42-37.2:

If the court finds that an ejectment action is retaliatory, as defined by this Article, it shall deny the request for ejectment; provided, that a dismissal of the request for ejectment shall not prevent the landlord from receiving payments for rent due or any other appropriate judgment.

(b) The rights and remedies created by this Article are supplementary to all existing common law and statutory rights and remedies. (1979, c. 807.)

NCGS §42-46

Authorized late fees & eviction fees

In all residential rental agreements in which a definite time for the payment of the rent is fixed, the parties may agree to a late fee not inconsistent with the provisions of this subsection, to be chargeable only if any rental payment is five days or more late. If the rent: (1) Is due in monthly installments, a landlord may charge a late fee not to exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater. (2) Is due in weekly installments, a landlord may charge a late fee not to exceed four dollars (\$4.00) or five percent (5%) of the weekly rent, whichever is greater. (3) Repealed by Session Laws 2009-279, s. 4, effective October 1, 2009, and applicable to leases entered into on or after that date.

A late fee under subsection (a) of this section may be imposed only one time for each late rental payment. A late fee for a specific late rental payment may not be deducted from a subsequent rental payment so as to cause the subsequent rental payment to be in default. Repealed by Session Laws 2009-279, s. 4, effective October 1, 2009, and applicable to leases entered into on or after that date.

A lessor shall not charge a late fee to a lessee pursuant to subsection (a) of this section because of the lessee's failure to pay for water or sewer services provided pursuant to G.S. 62-110(g).
Complaint-Filing Fee. – Pursuant to a written lease, a landlord may charge a complaint-filing fee not to exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater, only if the tenant was in default of the lease, the landlord filed and served a complaint

for summary ejectment and/or money owed, the tenant cured the default or claim, and the landlord dismissed the complaint prior to judgment. The landlord can include this fee in the amount required to cure the default.

Court-Appearance Fee. – Pursuant to a written lease, a landlord may charge a court-appearance fee in an amount equal to ten percent (10%) of the

NCGS §42-45.1

Early termination of rental agreement by victims of domestic violence, sexual assault, or stalking

Any protected tenant may terminate his or her rental agreement for a dwelling unit by providing the landlord with a written notice of termination to be effective on a date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord shall be accompanied by either:

(i) a copy of a valid order of protection issued by a court pursuant to Chapter 50B or 50C of the General Statutes, other than an ex parte order,

(ii) a criminal order that restrains a person from contact with a protected tenant, or

(iii) a valid Address Confidentiality Program card issued pursuant to G.S. 15C-4 to the victim or a minor member of the tenant's household. A victim of domestic violence or sexual assault must submit a copy of a safety plan with the notice to terminate. The safety plan, dated during the term of the tenancy to be terminated, must be provided by a domestic violence or sexual assault program which substantially complies with the requirements set forth in G.S. 50B-9 and must recommend relocation of the protected tenant.

(b) Upon termination of a rental agreement under this section, the tenant who is released from the rental agreement pursuant to subsection (a) of this section is liable for the rent due under the rental agreement prorated to the effective date of the termination and payable at the time that would have been required by the terms of the rental agreement. The tenant is not liable for any other rent or fees due only to the early termination of the tenancy. If, pursuant to this section, a tenant terminates the rental agreement 14 days or more before occupancy, the tenant is not subject to any damages or penalties.

(c) Notwithstanding the release of a protected tenant from a rental agreement under subsection (a) of this section, or the exclusion of a perpetrator of domestic violence, sexual assault, or stalking by court order, if there are any remaining tenants residing in the dwelling unit, the tenancy

NC Gen. Stat. 42-26 Tenant holding over may be dispossessed in certain cases (North Carolina General Statutes (2022 Edition))

§ 42-26. Tenant holding over may be dispossessed in certain cases

(a) Any tenant or lessee of any house or land, and the assigns under the tenant or legal representatives of such tenant or lessee, who holds over and continues in the possession of the demised premises, or any part thereof, without the permission of the landlord, and after demand made for its surrender, may be removed from such premises in the manner hereinafter prescribed in any of the following cases:

(1) When a tenant in possession of real estate holds over after his term has expired.

(2) When the tenant or lessee, or other person under him, has done or omitted any act by which, according to the stipulations of the lease, his estate has ceased.

(3) When any tenant or lessee of lands or tenements, who is in arrear for rent or has agreed to cultivate the demised premises and to pay a part of the crop to be made thereon as rent, or who has given to the lessor a lien on such crop as a security for the rent, deserts the demised premises, and leaves them unoccupied and uncultivated.

(b) An arrearage in costs owed by a tenant for water or sewer services pursuant to G.S. 62-110(g) or electric service pursuant to G.S. 62-110(h) shall not be used as a basis for termination of a lease under this Chapter. Any payment to the landlord shall be applied first to the rent owed and then to charges for electric service, or water or sewer service, unless otherwise designated by the tenant.

(c) In an action for ejectment based upon G.S. 42-26(a)(2), the lease may provide that the landlord's acceptance of partial rent or partial housing subsidy payment does not waive the tenant's breach for which the right of reentry was reserved, and the landlord's exercise of such a provision does not constitute a violation of Chapter 75 of the General Statutes.

History:

Amended by 2012 N.C. Sess. Laws 17,s. 3, eff. 10/1/2012. Amended by 2011 N.C. Sess. Laws 252,s. 1, eff. 10/1/2011. Amended by 2004 N.C. Sess. Laws 0143, s. 2, eff. 8/1/2004. Amended by 2001-502, s. 3, eff. 12/19/2001. 4 Geo. II, c. 28; 1868-9, c. 156, s. 19; Code, ss. 1766, 1777; 1905, cc. 297, 299, 820; Rev., s. 2001; C.S., s. 2365.) 0; Rev., s. 2001; C.S., s. 2365.



NC Gen. Stat. 42-14 Notice to quit in certain tenancies (North
Carolina General Statutes (2022 Edition))

§ 42-14. Notice to quit in certain tenancies

A tenancy from year to year may be terminated by a notice to quit given one month or more before the end of the current year of the tenancy; a tenancy from month to month by a like notice of seven days; a tenancy from week to week, of two days. Provided, however, where the tenancy involves only the rental of a space for a manufactured home as defined in G.S. 143-143.9(6), a notice to quit must be given at least 60 days before the end of the current rental period, regardless of the term of the tenancy.

History:

Amended by 2005 N.C. Sess. Laws 291, s. 1, eff. 1/1/2006. 1868-9, c. 156, s. 9; Code, s. 1750; 1891, c. 227; Rev., s. 1984; C.S., s. 2354; 1985, c. 541.

§ 42-37.1. Defense of retaliatory eviction

(a) It is the public policy of the State of North Carolina to protect tenants and other persons whose residence in the household is explicitly or implicitly known to the landlord, who seek to exercise their rights to decent, safe, and sanitary housing. Therefore, the following activities of such persons are protected by law:

(1) A good faith complaint or request for repairs to the landlord, his employee, or his agent about conditions or defects in the premises that the landlord is obligated to repair under G.S. 42-42;

(2) A good faith complaint to a government agency about a landlord's alleged violation of any health or safety law, or any regulation, code, ordinance, or State or federal law that regulates premises used for dwelling purposes;

(3) A government authority's issuance of a formal complaint to a landlord concerning premises rented by a tenant;

(4) A good faith attempt to exercise, secure or enforce any rights existing under a valid lease or rental agreement or under State or federal law; or

(5) A good faith attempt to organize, join, or become otherwise involved with, any organization promoting or enforcing tenants' rights.

(b) In an action for summary ejectment pursuant to G.S. 42-26, a tenant may raise the affirmative defense of retaliatory eviction and may present evidence that the landlord's action is substantially in response to the occurrence within 12 months of the filing of such action of one or more of the protected acts described in subsection (a) of this section.

(c) Notwithstanding subsections (a) and (b) of this section, a landlord may prevail in an action for summary ejectment if:

(1) The tenant breached the covenant to pay rent or any other substantial covenant of the lease for which the tenant may be evicted, and such breach is the reason for the eviction; or

(2) In a case of a tenancy for a definite period of time where the tenant has no option to renew the lease, the tenant holds over after expiration of the term; or

(3) The violation of G.S. 42-42 complained of was caused primarily by the willful or negligent conduct of the tenant, member of the tenant's household, or their guests or invitees; or

**NC Gen. Stat. 42-37.1 Defense of retaliatory eviction (North
Carolina General Statutes (2022 Edition))**

(4) Compliance with the applicable building or housing code requires demolition or major alteration or remodeling that cannot be accomplished without completely displacing the tenant's household; or

(5) The landlord seeks to recover possession on the basis of a good faith notice to quit the premises, which notice was delivered prior to the occurrence of any of the activities protected by subsections (a) and (b) of this section; or

(6) The landlord seeks in good faith to recover possession at the end of the tenant's term for use as the landlord's own abode, to demolish or make major alterations or remodeling of the dwelling unit in a manner that requires the complete displacement of the tenant's household, or to terminate for at least six months the use of the property as a rental dwelling unit.

History:

1979, c. 807.

§ 42-37.2. Remedies

(a) If the court finds that an ejectment action is retaliatory, as defined by this Article, it shall deny the request for ejectment; provided, that a dismissal of the request for ejectment shall not prevent the landlord from receiving payments for rent due or any other appropriate judgment.

(b) The rights and remedies created by this Article are supplementary to all existing common law and statutory rights and remedies.

History:

1979, c. 807.

§ 75-51. Threats and coercion

No debt collector shall collect or attempt to collect any debt alleged to be due and owing from a consumer by means of any unfair threat, coercion, or attempt to coerce. Such unfair acts include, but are not limited to, the following:

- (1) Using or threatening to use violence or any illegal means to cause harm to the person, reputation or property of any person.
- (2) Falsely accusing or threatening to accuse any person of fraud or any crime, or of any conduct that would tend to cause disgrace, contempt or ridicule.
- (3) Making or threatening to make false accusations to another person, including any credit reporting agency, that a consumer has not paid, or has willfully refused to pay a just debt.
- (4) Threatening to sell or assign, or to refer to another for collection, the debt of the consumer with an attending representation that the result of such sale, assignment or reference would be that the consumer would lose any defense to the debt or would be subjected to harsh, vindictive, or abusive collection attempts.
- (5) Representing that nonpayment of an alleged debt may result in the arrest of any person.
- (6) Representing that nonpayment of an alleged debt may result in the seizure, garnishment, attachment, or sale of any property or wages unless such action is in fact contemplated by the debt collector and permitted by law.
- (7) Threatening to take any action not in fact taken in the usual course of business, unless it can be shown that such threatened action was actually intended to be taken in the particular case in which the threat was made.
- (8) Threatening to take any action not permitted by law.

History:

1977, c. 747, s. 4.

§ 42-46. Authorized fees, costs, and expenses

(a) Late Fee. - In all residential rental agreements in which a definite time for the payment of the rent is fixed, the parties may agree to a late fee not inconsistent with the provisions of this subsection, to be chargeable only if any rental payment is five days or more late. If the rent:

(1) Is due in monthly installments, a landlord may charge a late fee not to exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater.

(2) Is due in weekly installments, a landlord may charge a late fee not to exceed four dollars (\$4.00) or five percent (5%) of the weekly rent, whichever is greater.

(3) Repealed by Session Laws 2009-279, s. 4, effective October 1, 2009, and applicable to leases entered into on or after that date.

(b) A late fee under subsection (a) of this section may be imposed only one time for each late rental payment. A late fee for a specific late rental payment may not be deducted from a subsequent rental payment so as to cause the subsequent rental payment to be in default.

(c) Repealed by Session Laws 2009-279, s. 4, effective October 1, 2009, and applicable to leases entered into on or after that date.

(d) A lessor shall not charge a late fee to a lessee pursuant to subsection (a) of this section because of the lessee's failure to pay for water or sewer services provided pursuant to G.S. 62-110(g).

(e) Complaint-Filing Fee. - Pursuant to a written lease, a landlord may charge an administrative complaint-filing fee not to exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater, only if the tenant was in default of the lease, the landlord filed and served a complaint for summary ejectment and/or money owed, the tenant cured the default or claim, and the landlord dismissed the complaint prior to judgment. The landlord can include this fee in the amount required to cure the default.

(f) Court-Appearance Fee. - Pursuant to a written lease, a landlord may charge an administrative court-appearance fee in an amount equal to ten percent (10%) of the monthly rent only if the tenant was in default of the lease and the landlord filed, served, and prosecuted successfully a complaint for summary ejectment and/or monies owed in the small claims court. If the tenant appeals the judgment of the magistrate, and the magistrate's

**NC Gen. Stat. 42-46 Authorized fees, costs, and expenses (North
Carolina General Statutes (2022 Edition))**

judgment is vacated, any fee awarded by a magistrate to the landlord under this subsection shall be vacated.

(g) **Second Trial Fee.** - Pursuant to a written lease, a landlord may charge a second administrative trial fee for a new trial following an appeal from the judgment of a magistrate. To qualify for the fee, the landlord must prove that the tenant was in default of the lease and the landlord prevailed. The landlord's fee may not exceed twelve percent (12%) of the monthly rent in the lease.

(h) **Limitations on Charging and Collection of Administrative Fees and Out-of-Pocket Expenses and Litigation Costs.**

(1) A landlord who claims administrative fees under subsections (e) through (g) of this section is entitled to charge and retain only one of the above fees for the landlord's complaint for summary ejectment and/or money owed.

(2) A landlord who earns an administrative fee under subsections (e) through (g) of this section may not deduct payment of that fee from a tenant's subsequent rent payment or declare a failure to pay the fee as a default of the lease for a subsequent summary ejectment action.

(3) It is contrary to public policy for a landlord to put in a lease or claim any administrative fee for filing a complaint for summary ejectment and/or money owed other than the ones expressly authorized by subsections (e) through (g) of this section. This limitation does not apply to out-of-pocket expenses or litigation costs.

(3a) It is contrary to public policy for a landlord to claim, or for a lease to provide for the payment of, any out-of-pocket expenses or litigation costs for filing a complaint for summary ejectment and/or money owed other than those expressly authorized under subsection (i) of this section.

(4) Any provision of a residential rental agreement contrary to the provisions of this section is against the public policy of this State and therefore void and unenforceable.

(5) If the rent is subsidized by the United States Department of Housing and Urban Development, by the United States Department of Agriculture, by a State agency, by a public housing authority, or by a local government, any fee charged pursuant to this section shall be calculated on the tenant's share of the contract rent only, and the rent subsidy shall not be included.

(i) **Out-of-Pocket Expenses and Litigation Costs.** - In addition to the late fees referenced in subsections (a) and (b) of this section and the administrative fees of a landlord referenced in subsections (e) through (g) of this section, a

**NC Gen. Stat. 42-46 Authorized fees, costs, and expenses (North
Carolina General Statutes (2022 Edition))**

landlord also is permitted to charge and recover from a tenant the following actual out-of-pocket expenses:

- (1) Filing fees charged by the court.
- (2) Costs for service of process pursuant to G.S. 1A-1, Rule 4 of the North Carolina Rules of Civil Procedure and G.S. 42-29.
- (3) Reasonable attorneys' fees actually paid or owed, pursuant to a written lease, not to exceed fifteen percent (15%) of the amount owed by the tenant, or fifteen percent (15%) of the monthly rent stated in the lease if the eviction is based on a default other than the nonpayment of rent.
- (j) The out-of-pocket expenses and litigation costs listed in subsection (i) of this section are allowed to be included by the landlord in the amount required to cure a default.
- (k) As used in this section, the term "administrative fees" does not include out-of-pocket expenses, litigation costs, or other fees.

History:

Amended by 2021 N.C. Sess. Laws 71,s. 1.1, eff. 7/2/2021. Amended by 2018 N.C. Sess. Laws 50,s. 1.1-a,s. 1.1-b, eff. 6/25/2018. Amended by 2016 N.C. Sess. Laws 98,s. 1.7, eff. 7/1/2016. Amended by 2009 N.C. Sess. Laws 279,s. 4, eff. 10/1/2009. Amended by 2004 N.C. Sess. Laws 0143, s. 5, eff. 8/1/2004. Amended by 2003 N.C. Sess. Laws 0370, s. 1, eff. 8/1/2003. Amended by 2001-502, s. 4, eff. 12/19/2001. 1987, c. 530.

**NC Gen. Stat. 42-42.2 Victim protection - nondiscrimination
(North Carolina General Statutes (2022 Edition))**

§ 42-42.2. Victim protection - nondiscrimination

A landlord shall not terminate a tenancy, fail to renew a tenancy, refuse to enter into a rental agreement, or otherwise retaliate in the rental of a dwelling based substantially on:

- (i) the tenant, applicant, or a household member's status as a victim of domestic violence, sexual assault, or stalking; or
- (ii) the tenant or applicant having terminated a rental agreement under G.S. 42-45.1. Evidence provided to the landlord of domestic violence, sexual assault, or stalking may include any of the following:
 - (1) Law enforcement, court, or federal agency records or files.
 - (2) Documentation from a domestic violence or sexual assault program.
 - (3) Documentation from a religious, medical, or other professional.

History:

Added by 2005 N.C. Sess. Laws 423, s. 6, eff. 10/1/2005.

NC Gen. Stat. 42-45.1 Early termination of rental agreement by victims of domestic violence, sexual assault, or stalking (North Carolina General Statutes (2022 Edition))

§ 42-45.1. Early termination of rental agreement by victims of domestic violence, sexual assault, or stalking

(a) Any protected tenant may terminate his or her rental agreement for a dwelling unit by providing the landlord with a written notice of termination to be effective on a date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord shall be accompanied by either:

(i) a copy of a valid order of protection issued by a court pursuant to Chapter 50B or 50C of the General Statutes, other than an ex parte order,

(ii) a criminal order that restrains a person from contact with a protected tenant, or

(iii) a valid Address Confidentiality Program card issued pursuant to G.S. 15C-4 to the victim or a minor member of the tenant's household. A victim of domestic violence or sexual assault must submit a copy of a safety plan with the notice to terminate. The safety plan, dated during the term of the tenancy to be terminated, must be provided by a domestic violence or sexual assault program which substantially complies with the requirements set forth in G.S. 50B-9 and must recommend relocation of the protected tenant.

(b) Upon termination of a rental agreement under this section, the tenant who is released from the rental agreement pursuant to subsection (a) of this section is liable for the rent due under the rental agreement prorated to the effective date of the termination and payable at the time that would have been required by the terms of the rental agreement. The tenant is not liable for any other rent or fees due only to the early termination of the tenancy. If, pursuant to this section, a tenant terminates the rental agreement 14 days or more before occupancy, the tenant is not subject to any damages or penalties.

(c) Notwithstanding the release of a protected tenant from a rental agreement under subsection (a) of this section, or the exclusion of a perpetrator of domestic violence, sexual assault, or stalking by court order, if there are any remaining tenants residing in the dwelling unit, the tenancy shall continue for those tenants. The perpetrator who has been excluded from the dwelling unit under court order remains liable under the lease with any other tenant of the dwelling unit for rent or damages to the dwelling unit.

(d) The provisions of this section may not be waived or modified by agreement of the parties.

NC Gen. Stat. 42-45.1 Early termination of rental agreement by victims of domestic violence, sexual assault, or stalking (North Carolina General Statutes (2022 Edition))

History:

Added by 2005 N.C. Sess. Laws 423, s. 7, eff. 10/1/2005.

BEST PRACTICES: NC EVICTIONS IN 2021

NCGS §42-28

Summons issued by Clerk Scheduling of hearing

When the [Landlord] files a Complaint in Summary Ejectment pursuant to G.S. 42-26 ... and asks to be put in possession of the Leased Premises, the Clerk shall issue a summons requiring the defendant to appear at a certain time and place not to exceed seven days from the issuance of the summons, excluding weekends and legal holidays, to answer the Complaint. The plaintiff may claim rent in arrears, and damages for the occupation of the premises since the [end of the Lease term], not to exceed the jurisdictional amount established by G.S. 7A-210(1) [\$10,000 max], but if he omits to make such claim, he shall not be prejudiced thereby in any other action for their recovery.

NCGS §42-3

Term forfeited for nonpayment of rent

In all verbal or written leases of real property of any kind in which is fixed a definite time for the payment of the rent reserved therein, there shall be implied a forfeiture of the term upon failure to pay the rent within 10 days after a demand is made by the [Landlord] on [the tenant] for all past-due rent, and the lessor may forthwith enter and dispossess the tenant without having declared such forfeiture or reserved the right of reentry in the lease.

NCGS §42-26

Residents may be dispossessed in certain cases

Any tenant or lessee of any house or land ... who holds over and continues in the possession of the [leased premises], or any part thereof, without the permission of the landlord, and after demand made for its surrender, may be removed from [the leased premises] in the manner hereinafter prescribed in any of the following cases:

When a tenant in possession of real estate holds over after his term has expired.

(2) When the tenant ... has done or omitted any act by which, according to the stipulations of the lease, his estate has ceased.

(3) When any tenant or lessee of lands or tenements, who is in arrear for rent or has agreed to cultivate the demised premises and to pay a part of the crop to be made thereon as rent, or who has given to the lessor a lien on such crop as a security for the rent, deserts the demised premises, and leaves them unoccupied and uncultivated.

(b) An arrearage in costs owed by a tenant for water or sewer services pursuant to G.S. 62-110(g) or electric service pursuant to G.S. 62-110(h) shall not be used as a basis for termination of a lease ... Any payment to the landlord shall be applied first to the rent owed and then to charges for electric service, or water or sewer service, unless otherwise designated by the tenant.

(c) In an action for ejectment based upon G.S. 42-26(a)(2), the lease may provide that the landlord's acceptance of partial rent or partial housing subsidy payment does not waive the tenant's breach for which the right of reentry was reserved, and the landlord's exercise of such a provision does not constitute a violation of Chapter 75 of the General Statutes.

NCGS §42-37.1 & 42-37.2

Retaliatory Eviction & Remedies

GS 42-37.1(b):

In an action for summary ejectment pursuant to G.S. 42-26, a tenant may raise the affirmative defense of retaliatory eviction and may present evidence that the landlord's action is substantially in response to the occurrence within 12 months of the filing of such action of one or more of the protected acts described in subsection (a) of this section (e.g. good faith complaints, requests for repairs, or "attempts to ... exercise, secure or enforce any rights existing under a valid lease or rental agreement or under State or federal law" – such as COVID-19 Relief/Rental Assistance/CDC Declarations, etc...!!)

GS 42-37.2:

If the court finds that an ejectment action is retaliatory, as defined by this Article, it shall deny the request for ejectment; provided, that a dismissal of the request for ejectment shall not prevent the landlord from receiving payments for rent due or any other appropriate judgment.

(b) The rights and remedies created by this Article are supplementary to all existing common law and statutory rights and remedies. (1979, c. 807.)

NCGS §42-46

Authorized late fees & eviction fees

In all residential rental agreements in which a definite time for the payment of the rent is fixed, the parties may agree to a late fee not inconsistent with the provisions of this subsection, to be chargeable only if any rental payment is five days or more late. If the rent: (1) Is due in monthly installments, a landlord may charge a late fee not to exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater. (2) Is due in weekly installments, a landlord may charge a late fee not to exceed four dollars (\$4.00) or five percent (5%) of the weekly rent, whichever is greater. (3) Repealed by Session Laws 2009-279, s. 4, effective October 1, 2009, and applicable to leases entered into on or after that date.

A late fee under subsection (a) of this section may be imposed only one time for each late rental payment. A late fee for a specific late rental payment may not be deducted from a subsequent rental payment so as to cause the subsequent rental payment to be in default.

Repealed by Session Laws 2009-279, s. 4, effective October 1, 2009, and applicable to leases entered into on or after that date.

A lessor shall not charge a late fee to a lessee pursuant to subsection (a) of this section because of the lessee's failure to pay for water or sewer services provided pursuant to G.S. 62-110(g).

Complaint-Filing Fee. – Pursuant to a written lease, a landlord may charge a complaint-filing fee not to exceed fifteen dollars (\$15.00) or five percent (5%) of the monthly rent, whichever is greater, only if the tenant was in default of the lease, the landlord filed and served a complaint

for summary ejectment and/or money owed, the tenant cured the default or claim, and the landlord dismissed the complaint prior to judgment. The landlord can include this fee in the amount required to cure the default.

Court-Appearance Fee. – Pursuant to a written lease, a landlord may charge a court-appearance fee in an amount equal to ten percent (10%) of the

NCGS §42-45.1

Early termination of rental agreement by victims of domestic violence, sexual assault, or stalking

Any protected tenant may terminate his or her rental agreement for a dwelling unit by providing the landlord with a written notice of termination to be effective on a date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord shall be accompanied by either:

(i) a copy of a valid order of protection issued by a court pursuant to Chapter 50B or 50C of the General Statutes, other than an ex parte order,

(ii) a criminal order that restrains a person from contact with a protected tenant, or

(iii) a valid Address Confidentiality Program card issued pursuant to G.S. 15C-4 to the victim or a minor member of the tenant's household. A victim of domestic violence or sexual assault must submit a copy of a safety plan with the notice to terminate. The safety plan, dated during the term of the tenancy to be terminated, must be provided by a domestic violence or sexual assault program which substantially complies with the requirements set forth in G.S. 50B-9 and must recommend relocation of the protected tenant.

(b) Upon termination of a rental agreement under this section, the tenant who is released from the rental agreement pursuant to subsection (a) of this section is liable for the rent due under the rental agreement prorated to the effective date of the termination and payable at the time that would have been required by the terms of the rental agreement. The tenant is not liable for any other rent or fees due only to the early termination of the tenancy. If, pursuant to this section, a tenant terminates the rental agreement 14 days or more before occupancy, the tenant is not subject to any damages or penalties.

(c) Notwithstanding the release of a protected tenant from a rental agreement under subsection (a) of this section, or the exclusion of a perpetrator of domestic violence, sexual assault, or stalking by court order, if there are any remaining tenants residing in the dwelling unit, the tenancy



Home >>> State Laws on Service Dogs and Emotional Support Animals

North Carolina Laws on Service Dogs and Emotional Support Animals

North Carolina law and federal law protect your right to have service dogs in public places and housing.

By [Lisa Guerin, J.D.](#)

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Under North Carolina law and the federal Americans with Disabilities Act (ADA), people with disabilities may bring their service animals to all "public accommodations," such as restaurants, museums, hotels, and stores. These laws also require those who operate transportation services to allow service animals.

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which public accommodations must allow them, and more.

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What Is Considered a Service Animal in North Carolina?

North Carolina law on public accommodations refers to service animals, but doesn't define which animals qualify. However, the North Carolina Department of Health and Human Services has created a brochure for businesses regarding customers with service animals, which uses the ADA's definition. Under the ADA, a service animal is a dog that is individually trained to perform tasks or do work for the benefit of a person with a disability. (In some cases, a miniature horse may also qualify as a service animal under the ADA.) The tasks or work the animal does must be directly related to the person's disability.

Examples of service animals include a guide dog that assists a blind or visually impaired person in navigating safely; a hearing animal that alerts someone who is deaf or has impaired hearing to important sounds, such as sirens, doorbells, ringtones, and so on; an animal that pulls a wheelchair, pushes elevator buttons, retrieves items, or offers stability and support for someone with mobility restrictions; or a psychiatric service animal that scans for safety threats or interrupts someone from acting in a dangerous or self-destructive way.

Neither law covers what some call "emotional support animals": animals that provide a sense of safety, companionship, and comfort to those with psychiatric or emotional disabilities or conditions. Although these animals often have therapeutic benefits, they are not individually trained to perform specific tasks for their handlers. Under the ADA and North Carolina law, owners of public accommodations are not required to allow emotional support animals, only service animals. These laws also don't apply to pets.

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Which Public Accommodations Must Allow Service Animals

Under North Carolina law, people with disabilities may bring their service animals to hotels and other lodging places to all places of accommodation, amusement, or resort, on any form of public transportation, airlines, and all other places to which the public is invited.

Under the ADA, the definition of public accommodations is also very broad. It includes

- hotels and other lodging establishments
- public transportation stations
- restaurants and other places that serve food and drink
- sales or rental establishments
- service establishments
- any place of public gathering, such as an auditorium or convention center
- places of entertainment and exhibit, like theaters or sports stadiums
- gyms, bowling alleys, and other places of exercise or recreation
- recreational facilities, such as zoos and parks
- libraries, museums, and other places where items are collected or displayed publicly

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Rules for Your Service Animal in North Carolina

North Carolina law says that you qualify for these rights by either displaying a tag, issued by the state Health and Human Services Department, stating that you have registered your animal as a service animal, or by showing that the animal has been or is being trained to act as a service animal. You can find the [application form](#) for this registration at the Department of Health and Human Services' website. You aren't required to get this registration.

An establishment may not ask you detailed questions about your disability or your animal. However, the establishment may ask if your animal is a service animal, and which tasks the animal is trained to perform.

You cannot be charged extra to bring your service dog to any public accommodation. However, you can be required to pay for any damage your dog causes.

A public accommodation is not required to allow your service animal to remain if it poses a direct threat to the health or safety of others. If, for example, your service dog is growling and lunging at other patrons, and you are unable to stop the behavior, the dog might have to leave. An establishment may also exclude a service dog that isn't housebroken or is out of control.

Service Animals in North Carolina Housing

Under North Carolina's service animal law, people with disabilities who use service animals are entitled to have those animals with them on any premises they lease, rent, or use. A landlord may not require you to pay extra to have a service animal, although you are liable for any damages your service animal causes to the property or to another person.

The federal Fair Housing Act requires housing facilities to allow service dogs and emotional support animals, if necessary for a person with a disability to have an equal opportunity to use and enjoy the home. To fall under this provision, you must have a disability and you must have a disability-related need for the animal. In other words, the animal must work, perform tasks or services, or alleviate the emotional effects of your disability in order to qualify. (For information, see the Department of Housing and Urban Development's [guidance on service animals](#).)

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Closing

Thank you everyone for a wonderful evening and putting up with some of our technical difficulties.

Coffee Chat is Tuesday the 17th.

Next month is on Valentines Day and the topic is "Love Thy CPA"

Have a wonderful evening everyone. Good night!

Minutes submitted by: Jennifer Dille with TESS, LLC