



# Disaster readiness · response · recovery

## Your Rights as a Tenant After a Fire or Natural Disaster

If your apartment or the house you rent is damaged in a fire or a natural disaster, read your lease carefully to determine what you need to do regarding damages, terminating the lease, securing temporary housing, and other matters. However, regardless of what the lease states, your landlord has a legal obligation to provide fit and habitable premises and to make any repairs necessary to keep the premises livable.



### Who is responsible for repairs?

Your landlord must repair the rental premises as quickly as is reasonably possible. You must cooperate with the landlord's requests, such as removing your property if that is necessary to make repairs, and you must take steps that will assist in the repair efforts.

unsafe or unfit to live in, and this determination will be helpful if your landlord disputes your right to stop paying rent until the repairs are made. You should find other housing while repairs are being made, and you should give the landlord your temporary address.

### Must I pay rent during the repair process?

If the place you are renting is damaged to the extent it is unsafe or unfit to live in, you are not required to continue living there and paying rent. The Health Department can help you determine whether your home is

### How do I cancel a lease if my home has been damaged or destroyed?

If your rented home or apartment is destroyed or damaged to the extent it cannot be reasonably repaired, you may be able to cancel a long-term lease. To exercise this option, the

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following conditions must be met.

- The cost to repair the damage must exceed the total of 1 year's rent.
- The destruction or damage occurred without negligence on your part.
- Your lease does not cover how repairs will be made and makes no provision for destruction or severe damage.
- You notify your landlord in writing within 10 days of the destruction or damage that you are canceling your lease.
- At the time of notification, you must pay your landlord all unpaid back rent and all rent that has accrued up to the time of the destruction or damage.
- Your lease does not indicate that you cannot exercise this option.

You may have other grounds on which to cancel a long-term lease, such as failure

of the landlord to repair the premises properly or within a reasonable time. If possible, talk with a lawyer before attempting to cancel a long-term lease to make sure that all conditions are met.

A month-to-month lease can be canceled by written notice given at least 7 days before the end of the month. A week-to-week lease can be canceled by written notice given at least 2 days before the end of the week. A lease on space for a manufactured home can be canceled by giving at least 30-days written notice before the end of the current rental period, regardless of the term. If possible, talk with a lawyer to determine what type of lease you have to ensure that you are giving adequate notice.

### **Can I get a refund of rent if my home is damaged?**

The general rule is that the landlord must provide a fit and habitable place to live. If you can't live in the house or apartment, the landlord may

be required to return a portion of any rent that has already been paid. If the landlord fails to refund your money, you can take him or her to Small Claims Court.

### **Who pays the cost to repair or replace my personal property that has been damaged or destroyed?**

The landlord is not responsible for the damage or loss of your personal property, because he or she had no control over a fire or natural disaster. If you have renter's insurance, read the policy, take pictures of the damage, contact your insurance company as soon as possible, and closely follow the insurance company's procedures for filing a claim.

For more information about the rights of landlords and tenants, please read the pamphlet from the North Carolina Bar Association, Landlords and Tenants, posted on the Internet at <http://www.barlinc.org/pamphlets/Landlo99.htm>, or call (919) 677-0561 for a single copy.