



# Consumer Tips

From  
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## Renting Property: Landlord-Tenant Disputes

By law, your landlord is required to maintain your apartment in good and safe working order and in compliance with relevant state and local codes. However, your landlord doesn't have to fix the problem until you tell him about it in writing. So what happens when you ask to have something repaired and it isn't?

To understand how to deal with this and other kinds of landlord-tenant disputes, consider these tips:

- When you discover that something needs to be fixed, ask to have it repaired. Let your landlord know about the problem immediately over the telephone or in person, but follow up with a written request and keep a copy of it for yourself.
- If landlord fails to respond in a reasonable amount of time, you may decide to pay to repair the emergency problem yourself. Be sure to keep copies of all receipts so that you can seek reimbursement from the landlord.
- Don't withhold rent payments to convince your landlord to make repairs. Instead, try to work out a reduction in your rent. For example, the landlord may allow you to pay to fix a broken refrigerator and then subtract the cost from your next month's rent. Or, the landlord may agree to reduce your rent for a month during which you could not use one room because of a leaky roof.
- If the landlord fails to fix something that puts your safety at risk or violates local codes, report it to authorities. Local building, health, fire and safety inspectors can take action to ensure compliance with the codes.
- If you and your landlord are not able to settle your disputes, you may want to file a complaint with the Attorney General's Consumer Protection Division.
- You may also choose to file an action in small claims court. You can do the repair yourself and then sue to be reimbursed for the costs ("rent recoupment") or sue to withhold future rent until you have recovered the costs, or you may sue before the problem is fixed and request that the court allow you to withhold future rent to cover the costs ("rent abatement"). In either case, you maybe able to recover damages for the cost of the repairs, the inconvenience and any damage to your personal property.
- Even if you win in small claims court, the landlord will not be required to pay your attorney's fees. For this reason, you might consider pleading your case in small claims court without a lawyer.
- To make your case in small claims court, you will need to provide proof of the following: that you have a written or oral lease; that the landlord was required by law to fix the problem; that you gave written notice of the problem, if required; that the landlord failed to fix it within a reasonable time; that you paid to fix the problem or have an estimated cost to fix the problem; and that the problem reduced the rental value of the property.

***For More Information:*** See also *Landlord-Tenant booklet, tips on Renters' Rights and Renters' Responsibilities.*