



*Durham City/ County  
Rental Housing Handbook*

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## **LOOKING FOR HOUSING**

You can gain invaluable knowledge about renting by talking to friends and co-workers about their rental experience. They can help you avoid many problems in selecting housing and may even be able to refer you to the kind of housing you want. By learning about other people's experiences you can gain invaluable information that could otherwise take a lifetime to learn.

## **WHERE TO FIND HELP**

One helpful publication, available in the Durham County area is the *Apartment Finder*. It provides information about many apartment complexes, including type and size, location, rent, deposits, whether pets are permitted and apartment features. It contains a map, an index that identifies apartments and an alphabetical listing of apartment complexes. This guide is published three times a year, so its information may not be current. However, it may be useful in narrowing your search. Copies of the *Apartment Finder* may be obtained free of charge at the Grocery Store, Library or Realtors Office.

Signs advertising vacancies are one of the best ways to locate housing when you have decided on a specific area or neighborhood. Take a trip through the area you want to live in and look for "For Rent" yard signs.

Classified newspaper advertisements are another source of information. These ads list property available from private owners and from real estate companies. If you know where you want to find housing, these ads will help narrow your search. The ads will also list special offers from some apartments to promote leasing.

The Triangle Apartment Association office provides general information about apartments owned or operated by its members, who represent many of the larger complexes. There are also several businesses that offer apartment finding and locator services, and at least one that offers to locate suitable roommates to share an apartment. All charge a fee for their services. They are listed in the yellow pages of the telephone directory under "Apartment Finding and Rental Service" and "Apartment Sharing Service."

Real estate agencies that rent property and apartment rental offices are the places to call when you know what you want and how much you can pay for housing. These are listed in the yellow pages of the telephone book. Once you have decided on a few housing possibilities, call the agencies or rental offices to see whether vacancies exist. If you are interested in seeing an apartment, you can schedule an appointment.

## **LOOKING AT PROPERTY**

When you inspect the apartment or house, look carefully at everything. Make sure everything works, including the refrigerator, stove, toilets, heating and air conditioning. Check doors and windows to see if they are tight and that the locks operate. Look for damage to walls, ceiling, rugs, floor and furniture (if the apartment is furnished). Ask about repairs you think are needed. Repairs can be made more easily before, rather than after, you move in. Have a definite understanding about things that will be done and when they will be done. Reach an understanding about the things you want done and the things that will not be done. This will enable you to decide whether you want to apply for that apartment. There are no rent control laws in North Carolina; rents depend upon supply and demand. Occasionally owners and managers

make special offers to rent vacant units. These offers may include a reduction in rent for a specified period of time, a short-term lease, or other incentives. Always ask whether any special offers are being made and find out when the offer expires so you can take advantage of it if you decide to apply.

### **APPLYING TO RENT**

If you decide to apply to rent an apartment or house, be sure any oral agreements about repairs or other work on the unit are put in writing, preferably on the application. But, if not, your rights as a tenant are still protected by law, although a written agreement may eliminate questions that might arise with an oral agreement. If you cannot see the apartment you are interested in and are shown one similar to it or a model, arrange to come back when the unit is ready to be shown. You should not rent a unit that you have never seen, even if you risk losing the apartment to someone else.

When you speak to an owner or rental agent, make sure you tell him/her about your housing needs and ask about procedures for processing applications and qualifying applicants. Find out how long it will take to get possession of the property, what fees are charged, exactly what deposits are required, how much the rent is, the cost of utilities, and whether there are any other charges, such as parking, use of the pool or recreation center, etc.

Read the application before you sign it. Make sure the information you provide is accurate. Make sure you understand the obligations you are accepting when you sign the application. These obligations generally include the payment of an application fee (or credit check fee); the security deposit, or a part of it, may also be required at the time of application. This may sometimes be referred to as a "good faith" deposit to guarantee that you will rent the property if it is offered. Any deposit that is to be used for a security deposit is subject to the laws governing regulation of security deposits (see Deposits and Fees). Such deposits must be refunded if you decide not to rent. The property owner may, however, retain a portion of the deposit to cover any actual damages or losses suffered, such as lost rent because the property was reserved for you. A deposit left in "good faith" to ensure that you will rent an apartment (not a security deposit) may be automatically forfeited if you fail to rent. "Good faith" deposits are not provided for under state law. If you leave a "good faith" deposit with no written agreement for its return and you do not rent the apartment, the owner or manager is not obligated to return it.

### **QUALIFYING TO RENT**

How much can you afford for an apartment? A rule of thumb used by many property owners and managers is that a renter's monthly income must be four times the monthly rent charged, or that the rent cannot exceed 25% of monthly income. Another way to state this rule is that weekly income must equal the monthly rent amount. If you are married and both you and your spouse work, the income of both husband and wife may be counted to determine total income. However, if you live with a friend or relative other than a spouse, each person may be required to qualify separately. In that case, the income of each person must meet the rule of thumb the owner or property manager requires. Income includes wages and regular payments such as alimony, child support, social security, etc. You will need to provide proof of total income.

Standards for qualifying applicants and the procedures used to qualify applicants and lease property may differ in some details. Be sure to find out specific standards and procedures followed by the owner or manager you seek to rent from. Generally standards include an adequate income, satisfactory credit record and acceptable rental records. In some cases if an applicant does not qualify on one of these standards, a co-signer who can qualify may be

required, or an applicant may be required to have a savings account sufficient to cover the rent for the lease period.

Your employment record, your credit record and your rental record will be checked. The property owner or manager may do this directly or by another agency that provides such information to owners and managers for a fee. This report contains information about an applicant's credit record, employment, rental history and other information provided by the applicant's bank and references. Agencies will inform a rejected applicant, upon request by that applicant, of the information they provided to a property owner or manager.

## **LEASES**

A lease is an agreement between an occupant of rental property and the owner of the property, the owner's agent or the management company that represents the owner. Generally provisions of a lease are binding, but some parts of a lease may be unfair and illegal and, therefore, not binding. Leases may be written, oral or a combination of each. Oral leases and combinations of oral and written leases are as enforceable as a written lease is, however, a lease for a period of longer than three years must be written. It is strongly recommended that all terms of a lease be put in writing and signed by all parties so there is no misunderstanding of what the lease provides. Oral agreements are hard to prove.

### **READ THE LEASE**

Always read the lease before signing it. If you do not understand any part of the lease, ask for an explanation in terms you understand. Do not hesitate to ask questions before signing. Remember, you will be required by law to do whatever the lease says after you sign it (provided it is not against state or federal law). Do not sign a lease with any blank spaces. Make sure all the information required by the lease is written in before signing it, especially the amount of rent, the security deposit, and the exact dates of the lease term. If some blanks do not require information, strike through them before signing the lease.

### **PUT ALL AGREEMENTS IN THE LEASE**

If there is a written lease, do not accept any oral promises or statements as part of the lease. These should be written into the lease form before you sign it and initialed by you and by a person who has the authority to act for the owner or the property agent. If parts of the lease are objectionable and the owner or her/his legally authorized representative is willing to omit them, make sure these parts are crossed out and initialed by all parties to the lease before signing it. The courts will not enforce oral agreements that contradict a written lease. Written or oral agreements made after the original lease is entered into will be enforced only if all parties to the lease benefit from the agreement.

### **TERMS OF THE LEASE**

Terms of the lease are the specific agreements made between parties to the lease. To create a valid lease and tenancy, a lease must have at least four key terms:

A clear description of the parties to the lease, including names—The owner of the property does not have to be named in the lease if the owner's duly authorized agent is named

A clear description of the dwelling to be occupied, including the address

The specific amount of money to be paid by the lessee or occupant to rent the dwelling—If the lease created a tenancy for years, the total amount of rent to be paid for the initial term will usually be stated in the lease as well as the amount of the monthly payment

The amount of a security (or any other refundable) deposit, if required—The place of deposit must also be stated in the lease

The initial term of the lease or tenancy—That is, the dates when the tenancy begins and ends (if the lease creates a tenancy for years) or the period of time of the tenancy (monthly or weekly if the lease creates a periodic tenancy)

All occupants (sometimes called lessees) must be named in the lease for them to be legally obligated to pay rent and meet any other terms of the lease. Normally, this will include all adults residing in the dwelling rented. Leases usually also require that all other occupants of the dwelling, including other adults and children, be named in the lease, even if they are not legal parties to the lease. Leases usually provide that the lessee(s) and other occupants named in the lease are the only persons who may occupy the dwelling rented or use the facilities available to the occupants, unless prior written consent is granted by the owner or owner's agent. It is important to remember this. The lessee may be in violation of the lease and subject to eviction if anyone other than an occupant named in the lease lives in the dwelling on a regular basis or for any extended period of time.

#### **SIGNING THE LEASE**

Your decision to rent an apartment is usually based on predetermined application qualifications as well as any information obtained directly from the owner or manager. If you qualify, you will be notified that the housing is being offered to you and asked to arrange to sign the lease and pay the first month's rent and any required deposits (see Deposits and Fees). Be prepared to make all payments required at the time the lease is signed. Do not sign the lease until you have read it thoroughly. The lease obligates you to pay rent for a specified period (the term of the lease) and to abide by certain stipulations in the lease. It also guarantees you occupancy of the housing for the term of the lease, provided you fulfill your obligations and the owner or manager fulfills his/hers. All leases are not alike; you should not assume you know what is in a lease without reading it (see Leases).

#### **POWER OF THE LEASE**

Terms of the lease generally determine your rights. Courts will enforce the lease as written, except where it is illegal. A lease cannot require any party to the lease to do anything unlawful or immoral. For example, the lease may not shift the landlord's duties to repair to the tenant. Legal advice may be required to determine whether a specific lease provision violates the law. Even if one provision of a lease is found to be unlawful, the other provisions are still in effect.

#### **OTHER LEGAL STANDARDS**

When the lease is silent or does not cover a specific issue in a tenancy, other factors may provide a guide to what is valid. These include:

State landlord-tenant law (N.C. General Statutes, Chapter 42)—There are certain things required by state law of all parties to a lease, whether stated in the lease or not. These are set forth in the appropriate sections of this handbook.

Court decisions—State courts may interpret state law in specific cases or controversies if the law is not specific enough. Courts may, therefore, interpret the meaning of the terms of a lease if those terms are not otherwise defined and there is a difference of opinion about the terms among parties to the lease.

Housing code or building code of the local area—These vary considerably from place to place. However, a property owner is responsible for maintaining the dwelling according to the requirements of the local housing code whether the lease says anything about it or not. For example, if screens are required at all windows by the housing code, screens must be provided even if the lease says nothing about screens (see Housing Codes).

Agreements between parties to the lease other than those in the lease—Such agreements, whether oral or written, must provide an actual exchange of benefits among all parties if made after the lease is signed (all such agreements should be in writing).

Conduct of the parties—Even unspoken agreements may bind parties if the agreement amounts to acceptance of the conduct or habitual practice of one of the parties. For example, if there is no stated date for payment of rent, the court may determine a reasonable due date, based on the due date normally used by a property owner for other residents. But, a tenant's acceptance of a dwelling in bad condition does not mean the tenant has legally agreed not to insist on repairs. The law states a landlord cannot be released from his/her obligations.

## **TENANCIES**

The lease creates a tenancy (a legal right to occupy a dwelling) and describes the kind of tenancy it creates; it may be a tenancy for years (one for a specified time) or a periodic tenancy (one from month to month or week to week). The length of the tenancy is the lease term of the lease. When that period or term ends, the rental agreement or lease normally also ends, however, many leases or rental agreements provide for automatic renewal either on a month-to-month basis or for the same period as the initial term (the original lease term). If the lease is renewed, all terms of the lease or rental agreement continue to apply unless the parties amend the terms by words or actions. If one party gives notice of a change in the lease at the end of the initial term, the other party (or parties) has the option of accepting the renewal under the new terms or withdrawing, with no penalty, from the lease at the end of the initial term.

## **RENEWAL OF LEASE**

A renter has no legal or equitable right to renewal of a lease if there is no provision for renewal in the lease. Any agreement not in the lease to give a renter the option to renew the lease is not binding on the owner or manager unless the renter has given the owner or manager something in exchange for the option.

## **HOLDING OVER AFTER INITIAL TERM OF A ONE-YEAR LEASE**

If the lease does not provide for the renewal or extension of the term and a renter remains in possession of the property after expiration of the initial term of the lease, the renter is considered to be "holding over." The owner or manager may either accept this continued occupancy or take action to evict. If a renter holds over and pays rent for another period and the landlord has accepted such rent, the lease automatically renews on a month-to-month basis.

## **WITHDRAWAL**

Leases often provide, under certain penalties, for withdrawal from a lease before the end of the initial term. For example, if the initial term is for one year, a renter may be required to pay rent for the first 120 days whether or not he/she stays that long. This may be true even if the owner or agent agrees to release the renter from the rest of the entire term rent payment. If a renter informs the landlord that he/she is moving out early, the landlord must make a good faith effort to mitigate his/her damages. Some leases permit early release only if the renter can prove that his/her employer has transferred him/her to another location at least 50 miles away. Proof required is usually a written statement from the employer.

## **BREACH OF LEASE**

A breach of lease exists when a renter, owner or manager fails to fulfill any term of the lease required of that party. An owner may evict a renter for breach of lease only if the lease provides for repossession by the owner or manager if the term of the lease is broken. A breach of lease also exists, even if not stated in the lease; if a renter fails to pay rent within ten days of the date payment is demanded. A lease may, however, provide for repossession for nonpayment sooner than ten days after the due date.

To evict a renter, the owner or manager cannot accept rent after the breach if the owner or manager intends to evict the renter. The right to repossess the property because of that breach is waived if the owner or manager continues to accept rent thereafter. It should be noted that the owner is entitled to payment for the use and occupation of the property, and the renter is liable for that payment.

You should read this sample lease before you rent so you will be familiar with terms and requirements likely to be found in a lease. If you already rent property and have not read your lease, you should do so now.

## **DEPOSITS AND FEES**

When you rent a house or apartment certain deposits and fees, in addition to the rent, will usually be required. Generally, a deposit is an initial charge required to guarantee the return of property in good condition and is refundable when the property is returned or vacated in good condition. However, if there is any damage to or loss of property incurred by a renter, the deposit may be used to pay for necessary repairs or replacement. A fee, on the other hand, is a nonrefundable charge for services or for use of property. Some nonrefundable charges may be called deposits even though they are actually fees.

Usually, both deposits and fees must be paid before you move in to rented property. You should ask about all deposits and fees when you inquire about vacancies and before you fill out an application. You will then know exactly how much money you will need to pay before you can move in. You should also understand the terms and conditions under which deposits will be refunded. Be sure to get receipts for all deposits and fees you pay.

## **APPLICATION FEE**

An application fee is usually charged when you apply to rent housing. This fee covers the cost of receiving and reviewing your application to determine if you are qualified for the housing. An application fee is nonrefundable, whether or not you qualify for the housing.

## **GOOD FAITH DEPOSIT**

Some applications refer to a “good faith” deposit to guarantee you will accept the property (providing it is as advertised) if you qualify for it. Such a deposit, if it is to be applied to the security deposit, is subject to all limitations provided for in state law for use and return of security deposits (see Security Deposit). A “good faith” deposit is not automatically forfeited if the applicant decides not to rent. However, a property owner may retain any part of it to the extent of actual damages or loss, such as loss of rental income.

## **KEY DEPOSIT**

Part of a security deposit may be called a key deposit to guarantee the return of the key (s) when you move out. This deposit will be refunded when you return the key(s). A key deposit is not provided for in state law.

Another type of key deposit may be required when you are given a key to view, without a rental agent, property for rent. This type of deposit, most common for showing single-family housing for rent, is also refundable upon return of the key.

## **PET DEPOSIT AND FEES**

If an owner or property manager permits pets and you have one, a pet fee may be required. State law permits a “reasonable” and nonrefundable pet fee. The term “reasonable” is not defined by law. This charge may vary considerably from place to place. This nonrefundable fee may amount to \$10.00 or more per month.

Some property owners or managers may require a pet deposit that is refundable upon leaving, provided it does not have to be used to cover damage caused by the pet. Such a deposit should be considered part of the security deposit, subject to all limitations for security deposits.

## **SECURITY DEPOSIT**

This is the major charge, in addition to rent and utilities; you will have to pay before moving in. This deposit protects a property owner and manager from loss due to a renter’s actions.

State law regulates the amount of security deposits on the following scale:

| <u>Term of Lease</u> | <u>Maximum Security Deposit</u> |
|----------------------|---------------------------------|
| Weekly:              | Two Weeks’ Rent                 |
| Monthly:             | One- and -a-half- Months’ Rent  |
| Longer than Monthly: | Two Months’ Rent                |

## **LOCATION OF SECURITY DEPOSIT**

State law requires that a property owner or manager inform you in writing, within thirty days after the rental or lease period begins, where your security deposit is being held. This is required if the deposit is in a licensed, insured bank or savings institution in North Carolina, is insured by a North Carolina company or is being held in a bank outside the state. This information may be stated on the lease form.

## **PERMITTED USES OF SECURITY DEPOSIT**

A property owner or manager may use your security deposit to cover the following losses when you move:

Repairs for actual damages to the property for which you are responsible—State law prohibits using security deposits to cover maintenance and repairs due to “normal wear and tear.” State law does not define this term. However, the cost of cleaning and repainting, unless the property is unusually dirty, would probably be considered “normal wear and tear” and not chargeable to a security deposit. The cost of repairing a broken window would probably be charged against a security deposit.

Costs for removal and storage of your property after you have been evicted

## **RETURN OF SECURITY DEPOSIT**

Security deposits must be refunded within thirty days after you return possession of the property to the owner, unless the owner uses some or all of the deposit to cover losses that can be charged to you. In that case, the remainder of the deposit must be refunded within thirty days along with an itemized statement of charges made against the deposit.

Be sure to leave your forwarding address with the property owner or manager when you move so your deposit may be returned. If the property owner or manager does not have your new address, the deposit must be held for thirty days after you move out. It may then be used for any of the reasons permitted by law and listed in this section.

## **REMEDIES FOR FAILURE TO RETURN SECURITY DEPOSIT**

If you do not receive your deposit and/or an itemized statement of charges from the owner or manager within thirty days after you move, request it in writing. Disagreements about your refund may be avoided by discussing its return with the owner or manager before you move and by using a checklist when you inspect the property before moving in or out (see Moving In). Your liability may not be limited to the amount of the security deposit if actual damages exceed the security deposit.

If the owner fails to account for and/or return the security deposit as required by law, you may take action to require the owner to account for and/or return the deposit. You may also take action if there is any unresolved dispute about the charges made against the security deposit (see Magistrate’s Court).

## **WHEN PROPERTY IS TRANSFERRED**

If the property you are renting is sold or its management is changed, the former owner must, within thirty days, return the security deposit to you (with deductions permitted by law) or transfer the deposit to the new owner or manager and notify you of the transfer. If the deposit is transferred, the new owner has thirty days to notify you of the location of your deposit.

## **LATE PAYMENT CHARGES**

An owner or manager may assess a charge for failure to pay rent on time. The fee may not exceed 5% of the monthly rent or \$15.00 (whichever is greater). This fee or charge must be

stated in the lease or rental agreement. Be sure you know the date the rent is due each month and pay it before that date to avoid late charges. Even if you have a good excuse for late payment, you may still be charged the late payment fee.

## **MOVING IN**

Once you have signed a lease to rent an apartment or house, there are some things you must do and some things you should do before you move into your new home.

### **PAY THE RENT, DEPOSIT AND FEES**

Any deposit, fees and the first month's rent will normally be required when you sign the lease or take possession of the property. The lease is a legally binding contract that requires you to pay the rent for the full term of the lease as well as all required deposits and fees (see Leases, Deposits and Fees). You should ask, before signing the lease or agreeing to rent, about all charges you will have to pay before moving in and also all charges required while you are a resident. Request and keep receipts indicating the date and purpose of the payment for all payments.

### **INSPECT THE PROPERTY**

You should make a thorough inspection of the rental property to verify its condition before you move in. This inspection is to make sure any damage or faulty conditions existing before you move in are repaired and are not charged to you when you move out. This is a different and more detailed inspection than the one you made (or should have made) when you first looked at the property when you were examining for space, general appearance, cleanliness and the working order of all equipment (see Looking for Housing).

To make this inspection worthwhile and to protect yourself from charges for damage not caused while you lived in the housing, you should:

1. Request the property owner or manager to inspect the property with you. This will allow both of you to discuss and agree on the condition of the property at the time you take possession.

If the owner, manager or an agent of the property owner or management cannot make this inspection with you before you move in, try to arrange an inspection with them as soon as possible after you move in. If you are unable to schedule a joint inspection, ask another person (not a relative or any person living with you) to accompany you on the inspection as a witness.

2. Make photos at the time you move-in, or use a Residence Condition Checklist that lists every item inspected and its condition. When you inspect an item indicate its condition on the checklist. If it is in good condition and working order, write "no damage" or "in working order." If there is damage, describe the damage. For example, if a doorknob will not turn write, "door knob will not turn" on the list. Be sure to identify the door.

When you have marked the condition of everything, sign the list and date it. Have the property owner, manager, agent or witness who inspected the property with you sign it and date it. Give a copy to the owner or manager and keep the original in a safe place. When you move out, repeat the procedure, using the original checklist to determine any damage caused while you rented the property and for which you will be charged (see Moving Out).

If you follow this procedure, you should not have any disagreement with the owner or manager about the refund of your security deposit when you move out (see Deposits and Fees).

## **UTILITY SERVICES**

If you must provide for your own utility service, you will have to arrange for the services to be turned on. These services require a deposit and, in some instances, a turn-on charge.

### ***Water and Sewer***

#### ***Water Management***

Deposit Varies

(919)-560-4412 (Customer Service)

### ***Duke Power Company Electricity***

Deposit Varies\*

(919)-382-3200 (Local)

1-800-653-5353 (Toll Free Customer Service)

### ***PSNC Energy***

Deposit Varies\*\*

1-877-776-2427 (Toll Free Customer Service)

### ***Verizon Telephone Company***

Deposit Varies\*\*\*

(919)-286-7336 (Local)

1-800-483-4000 (Toll Free Customer Service)

1-800-483-3000 (Toll Free Billing Questions)

1-800-483-1000 (Toll Free Repair)

Other local businesses offer local service only for a set fee (long distance excluded). See Telephone Communications Services in the Yellow Pages.

\* Depends on whether furnace and water heater are electric or gas.

\*\* Depends on amount of gas used by prior resident.

\*\*\* Depends on applicant's credit record, projected use and other factors.

## **OTHER SERVICES**

See the Directory of Services and Agencies for information about other services that interest you. Some services, such as weed and grass control, are available only to residents of the City of Charlotte. Others, such as permits for open-air burning, are available only to residents outside the city limits. Some services, such as housing code inspections, are provided by one agency for city residents and another for county residents. The directory lists this information.

## **MAINTENANCE AND REPAIRS**

State laws place certain responsibilities on property owners or managers as well as renters to maintain and repair damage to property. These responsibilities are mutually dependent; that is, property owners or managers and a renter must fulfill specific duties in order for the other party to be required to fulfill his/her duties.

## **RENTER'S RESPONSIBILITIES**

1. As the occupant of the property, you are responsible for maintaining it in a clean and safe condition.
2. You must not create any unsafe or unsanitary condition in any common area of the owner's property. Common areas are facilities that are available to all renters (swimming pool, recreation center, hallways, etc.).
3. You must dispose of trash and garbage in a clean and safe manner.
4. You must keep all plumbing fixtures as clean as their condition permits.
5. You must not deliberately or negligently damage, destroy or remove any of the owner's property or knowingly permit any other person to do so.
6. You must comply with all obligations imposed on renters by local housing codes (see Housing Codes).
7. You are responsible for the cost of repairing all damage to property in your control, except for "ordinary wear and tear" and damage caused by persons or conditions beyond your control.
8. You must notify the property owner or manager of all needed repairs that are not your responsibility and that arise after you have taken possession. You must also notify the owner or manager in writing of any needed repair to an appliance provided by him/her unless there is an emergency situation and/or the housing codes do not require that management provide such appliances, for example, air conditioning.
9. Keep a copy of any written notices to repair that you send to the owner or manager. Some property owners and managers provide renters with a copy of the work order for repairs to be made. Keep this or a copy of your request for your records.

#### **OWNER'S RESPONSIBILITIES**

Laws require an owner to:

1. Comply with all applicable building and housing codes—In Charlotte, such codes specify most of the conditions required to keep property fit and habitable. For example, the codes require the owner to have all plumbing, heating and electrical systems working properly.
2. Keep the property in "fit and habitable" condition—Such conditions may be defined by court decisions.
3. Keep all common areas of the property in safe condition
4. Maintain in good and safe working order all electrical, plumbing, heating and other facilities provided or required to be provided by the owner—This section does not require the owner to provide such facilities, but if local codes or the rental agreement requires the owner to provide them, he/she must maintain them.

The owner is not released from these obligations even if a renter accepts and lives in the owner's property when it is in need of repair or does not meet local building and housing code standards. These obligations override any agreements to the contrary because it is considered in the public interest to maintain safe and habitable living conditions. However, a renter is obligated to continue paying rent if he/she occupies unfit property, although a tenant may not be obligated to pay full contract rent. If a renter believes that to be true, he/she may ask the courts to reduce the

rent or to relieve him/her of having to pay all or part of the rent during the period when the property was not repaired. A renter is advised to continue paying rent until and unless the courts decide otherwise.

An owner and renter may agree that the renter will perform specific services to help maintain the property in exchange for a benefit or consideration for these services that may include reduced rent or other compensation.

### **RENTER'S RIGHTS**

Signing a lease with a landlord or a reality company entitles you to a number of rights and responsibilities. The information below cover the most basic, but is not exhaustive. When a renter and owner do not agree about whose responsibility it is to repair damage or maintain the property, a renter has the right to:

1. Pay the rent as agreed on the lease and fulfill the requirements of the lease.
2. Keep the renters premises safe and clean (e.g. properly dispose of garbage and waste).
3. Don't negligently damage, destroy or remove any part of the premises. You are responsible for fixing and paying for this type of damage. If you fail to do so, the amount needed to fix the damage will be taken out of your security deposit.
4. Leave the apartment or room at the end of the lease in the same condition you found it.
5. Leave the apartment before the lease end and /or not paying rent counts as a violation of the lease agreement.
6. Your basic right to privacy: however, the landlord has the right to inspect the premises at reasonable times.
7. If the landlords fail to fulfill his or her responsibilities, you have the right to bring this to the landlords attention.

Notify the appropriate agency of the problem—If it is a violation of the housing code, the Building Standards Department of Durham County or the Community Development Department of the City of Durham should be notified. If it is a sanitary problem (septic tanks or rodents), the Environmental Health Department should be notified (see the Directory for addresses and telephone numbers). State law protects renters from eviction if they make a complaint in good faith about a possible violation of codes or laws regulating residential property (see Eviction).

File a claim in Magistrate's Court to require an owner or manager to fulfill his/her obligations under the law

If, after proper notice, the property is not "fit and habitable," a renter may move out of the property and stop paying rent. This action is a last resort and must be based on a justifiable claim that an owner or manager has not fulfilled his/her obligations.

If a renter takes legal action against a property owner and the court rules in favor of the renter, the property owner may be required not only to make repairs but also to pay back to the renter an amount of money. This remedy, called rent abatement, is compensation for the time the renter was forced to live in substandard conditions. A renter may also recover the value of any personal property damaged or lost or the cost of medical bills resulting from an owner's failure to make repairs.

## **OWNER'S RIGHTS**

The owner has the right to:

1. Evict a renter if he/she has damaged the property, if the lease allows an owner to terminate the lease for that reason, and to also recover the cost of necessary repairs
2. Inspect and make repairs to and show rental property at reasonable times and in a reasonable manner without notice, provided a renter has been informed that this right is reserved in the lease
3. Have the property returned in the same condition it was in when a renter took possession, except for ordinary wear and tear
4. They have the right to ask for a security deposit at the beginning of every new lease. By law it cannot surpass 1 ½ Months rent. If the tenants abide by the lease, the landlord must refund the full amount of the security deposit within 30 days after the lease ends. They can keep part or the full amount of the deposit if:
  - (a) the tenant doesn't pay rent as agreed,
  - (b) damage to the property caused by the tenant did not get repaired by the tenant,
  - (c) the rental premises are not left the same condition as the tenant found them upon move in,
  - (d) the tenant leave before the end of the lease and stops paying rent.

In case the landlord some or all the deposit he/she must give the tenant an itemized list of reasons (e.g. damage done).

## **MAKING IMPROVEMENTS TO THE PROPERTY**

When you, as a renter, want to make any change to rented property, you must secure permission from the owner or manager. You are not responsible for improving the property. If the kitchen sink is badly chipped when you move in, for example, you are not expected to replace it. That is the owner's responsibility.

But, if you want to add a partition, install fixtures or hang wallpaper, do not do so without making sure you have permission from the owner or manager to do so. If you do not have this permission, you may be required to remove your "improvements" and restore the property to its original condition, or pay for doing so. Any changes you do make with the owner's permission will be at your expense. Furthermore, the changes may be considered permanent and become the property of the owner. You may not be able to remove them when you leave.

## **GRIEVANCES AND MEDIATION**

If a renter is unable to resolve a complaint with the owner or property manager but does not want to start legal complaint procedures, there are several possible sources of assistance. Both the Triangle Apartment Association and the Durham Association of Realtors will receive and attempt to resolve complaints against members of their associations.

The Triangle Apartment Association has a grievance procedure that provides for an arbitration board of association members and representatives of other organizations. If a member of the association against whom a complaint is made refuses to voluntarily resolve the complaint or to agree to arbitration, that member may be subject to disciplinary action by the association's board of directors.

Family Housing Services also provides counseling information and assistance in housing- related problems, including delinquent rent and substandard housing.

The Consumer Protection Section of the N.C. Attorney General's Office will also receive and advise citizens on consumer complaints, including security deposit refunds.

Low-income renters who qualify may obtain legal advice or representation from North Carolina Central Legal Services of Durham. This is a nonprofit law firm that assists renters with eviction problems, repairs, security deposits and other housing concerns. There is no charge for the service (see Directory of Agencies for the addresses and telephone numbers of each organization).

## **MOVING OUT**

### **NOTICE TO VACATE**

If a lease requires a notice or if it renews automatically (for example, month-to-month) unless there is a notice to terminate, the party seeking to stop the lease must give proper notice. A renter is obligated to pay rent to the end of the period for which notice is given. Notice should be effective at the end of the last full rental period (week or month) desired. If proper notice is not given a renter may be required to pay rent for the next period. The owner, on the other hand, cannot demand immediate possession of rented property. He/she must honor the renter's right to occupy the property during any period for which the rent has been paid and for which proper notice to vacate has not been given. Notice should be in writing (although not required by law) and give the date of vacancy. Notice should be signed by the tenant, dated and delivered to the owner or management before the notice period required by law.

### **NOTICE PERIOD**

The notice period depends on the period for which the property is rented. If there is a written lease, the notice period is usually stated in the lease. If there is no written lease provision and no notice period has been stated in an oral agreement, the following notice periods are required by law:

- Week-to-week rental – two days
- Month-to-month rental – seven days.
- Year-to-year tenancy – one month

Be sure to determine what the notice period is before making plans to move, so there is no question that the proper notice was given. If there is any doubt, talk to the owner, property manager, a housing counselor or any attorney.

### **WHEN THE LEASE EXPIRES**

If there is an oral or written rental agreement to rent for a specified time period (until a certain date), there is no legal requirement to give notice to vacate or of intention to vacate if the property is to be vacated at the end of the specified period, unless the lease specifically requires notice. However, it is a matter of courtesy to give notice even if it is not required. If the lease or agreement provides for automatic renewal, notice of termination will be required (see Leases).

## **WHEN THE LEASE HAS NOT EXPIRED**

If you must move before the end of the lease period, give the owner, manager or rental agent as much notice as possible so another renter may be found. You will probably be required to pay the owner for rent lost if you move out early. This is usually stated in the lease (see Breach of Lease). This charge is limited to actual rent lost by the owner because the property is vacant. If a new renter moves in when you move out, there would be no rent lost. By giving notice as soon as possible, you may be able to reduce this cost. Some leases provide for "buying-out" the unexpired term of the lease. Typically, this requires a thirty-day notice and payment of one-and-a-half months' rent.

## **RESTORING AND CLEANING THE PROPERTY**

Thoroughly clean the property and repair any damage for which you're responsible before you move out. If you hung pictures, curtains, towel racks or other items, fill any holes or cracks exposed in the plaster when you remove them. You have the right to remove any such items placed by you on the owner's property for your convenience, provided they are not replacements of the owner's original fixtures or are not considered permanent improvements. However, any damage to the owner's property caused by their removal is your responsibility. Clean the stove, oven, refrigerator and bathrooms. Wipe off handprints from woodwork and walls, vacuum rugs and floors and clean kitchen and bathroom floors. Leave the property at least as clean as when you moved in.

This is a lot of work, but there are two reasons for doing it. First, it is what you would like a vacating renter to do before you move in. Second, it will protect you against cleaning charges should the owner or manager decide the property is unusually dirty. A renter is not responsible for "normal wear and tear," but may be charged for conditions that exceed normal wear and tear expectations. To make sure you and the owner or manager agree on the condition of the property when you leave, you should inspect the property just as you did when you moved in (see Moving In). Pictures and/or witnesses (not a relative or someone who lives in the apartment) may prove helpful.

## **FINAL INSPECTION OF THE PROPERTY**

On the last day of occupancy, or as close to it as possible, and after the property has been cleaned, re-inspect the property, using the checklist from when you moved in. Ask the owner, manager or rental agent to inspect it with you. If they cannot or will not do so, ask a witness (not a family member or occupant of the property) to make the inspection with you. Mark the condition of each item on the list, just as you did when you moved in. Compare the condition at the beginning and end of your rental period. You are not responsible for normal wear and tear. If there is any disagreement about whether the change in the condition of the property during your occupancy is more than normal wear and tear, write a detailed description of the condition of the item in question. Better yet, take a photograph of the item for your records.

## **RECOVERING THE SECURITY DEPOSIT**

After the inspection is completed, date and sign the inspection list and get the owner, manager or your witness to do the same. Give the owner or manager a copy and ask him/her to state exactly what costs he/she will charge against your security deposit. Remember, you cannot be charged for routine cleaning and painting or for maintenance and repairs that are not your responsibility (see sections on rights and responsibilities under Maintenance and Repairs and also security deposit under Deposits and Fees). If none of these apply when you move out, you should receive a full refund of your deposit.

The owner or manager is required by law to return the security deposit within thirty days after a renter has vacated or to send a statement of charges made against the deposit and a refund of the remainder, if any. You, as the renter, must leave a forwarding address with the owner or manager. If he/she has no address to forward your refund, the deposit must be held for thirty days. After that, he/she may use the deposit for any purposes permitted by law.

## **DISCONNECTING UTILITY SERVICES**

Notify all utility services you pay directly of your move-out date in advance so your service will be disconnected on that date and you will not be charged for service you do not use (see Directory of Services for telephone numbers). There is no charge for disconnection service. The same period is required for disconnection as for connection services (see Moving In). If you are moving out of a utility's service area, request the return of any deposit you made to that company.

## **HOUSING APPEALS**

### **What can be appealed?**

A Regional Review is an appeal of a decision about your RGI assistance or Special Needs housing. Applicants and tenants may request a Regional Review or appeal of decisions regarding:

- Ineligibility for RGI assistance
- Ineligibility for Special Needs housing
- The type of accommodation in which the household may be housed (e.g. size of unit, mandate of building)
- The category in which an applicant has been placed on the waiting list
- The amount of rent payable
- Deferrals of rent payable

### **How to appeal**

If you want to appeal a decision, you must make your request within 10 days of receiving notice of the decision.

If you are a tenant, you must submit the written request for a Regional Review to your housing provider.

If you are an applicant, you must send your request to one of the offices of the Housing Access Center (HAC). Your housing provider or local HAC office can provide you with a Regional Review Request Form (PDF - 36KB).

Once you have sent your request to your housing provider or to HAC, they will forward it to the Regional Review Panel for review.

The Regional Review Panel is an impartial body composed of representatives from the Housing Services Division, housing providers and HAC. No one on the Panel will have been originally involved in the decision that you are appealing.

The Panel will contact you and your housing provider/HAC to attend a hearing to review the decision.

## **Opportunity to Comment**

Before a decision is made, all members of your household will be given 30 days to comment on information that may result in a negative decision. You may comment in writing or you may waive your right to comment by doing so in writing.

You will not be given an opportunity to comment on information that you provided within 30 days prior to the decision.

You still have the right to appeal any decision that is made regardless of whether or not you chose to comment.

## **HOUSING CODE OF DURHAM COUNTY**

The Housing Code of Durham County provides standards under which existing housing is considered fit for human habitation within Durham County, but outside the City of Durham. This includes the six incorporated towns within the county, each of which has elected to be covered by the county housing code. This code corresponds to the Housing Code of the City of Durham (see that section) in requiring minimum standards for occupied housing. However, it differs from that code in some specific requirements, such as minimum floor space required. For that reason, the county's housing code is summarized separately. It also differs from the Building Code, which provides standards only for new construction or buildings being repaired, renovated, altered, enlarged or moved. The county's housing code also covers all mobile homes outside the City of Durham. Mobile home parks themselves are covered under the Ordinance for Existing Mobile Home Parks, a separate county ordinance (see Mobile Home Parks).

### **Section 6-151. Legislative Findings.**

The city council hereby finds and declares that there exists in the city, housing which is unfit for human habitation due to dilapidation, defects increasing the hazards of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities and other conditions rendering such housing unsafe or unsanitary or dangerous or detrimental to the health or safety or otherwise inimical to the welfare of the residents of the city and that a public necessity exists to exercise the police powers of the city pursuant to Part 6, Article 19 of Chapter 160A of the General Statutes of North Carolina, as now or hereafter amended, to cause the repair and rehabilitation, closing or demolishing of such housing in the manner herein provided.

### **Section 6-152. Scope and Application of Article.**

The provisions of this article shall apply to all housing as defined in section 6-150 of this ordinance irrespective of when such building was constructed, altered or repaired. Portable, mobile or demountable buildings or structures, including trailers, when used or intended for use for housing within the city's jurisdiction shall be subject to the applicable provisions of this article.

### **Section 6-153. Administration.**

(a) Exercise of Powers and Duties by Administrator.

The administrator is designated and appointed to exercise the powers and perform the duties described by this article.

(b) Conditions Resulting in Housing Unfit for Human Habitation.

The administrator may determine that housing is unfit for human habitation if he finds that sufficient conditions exist in such housing which are dangerous or injurious to the health or safety

of the occupants of such housing, the occupants of neighboring housing or other residents of the city. Such conditions may include the following, without limiting the generality of the foregoing: defects therein increasing the hazards of fire, accident, or other calamities, lack of adequate ventilation, light or sanitary facilities; dilapidation, disrepair, structural defects, uncleanness; or any violation described in sections 6-154, 6-155, 6-156, 6-157 of this article.

#### **Section 6-154. Standards of fitness.**

##### **(A) Space and Use Standards.**

##### **(1) Room Size.**

Dwellings which are subdivided into dwelling units shall be so arranged that no dwelling unit therein will be less than two hundred and forty (240) square feet in area and contain not less than one (1) sleeping room, one (1) bath and a kitchen or kitchen facility. The kitchen or kitchen space shall be not less than eighty (80) square feet in area; and the bathroom shall be of such size and arrangement of fixtures so that it shall provide for comfortable use of each fixture.

**(2)** Every dwelling unit shall contain the following:

**(a)** A principal room of not less than one hundred twenty (120) square feet;

**(b)** A kitchen/kitchen space of not less than eighty (80) square feet;

**(c)** A bathroom that affords privacy and contains a toilet, lavatory and either a tub or shower.

**(d)** A first bedroom, if any, of not less than one hundred (100) square feet;

**(e)** Other bedrooms, if any, of not less than seventy (70) square feet each;

**(f)** At least seventy (70) square feet in each habitable room;

**(g)** At least one hundred fifty (150) square feet of floor area in habitable rooms for the first occupant, at least one hundred (100) square feet for each additional occupant. The floor area shall be calculated on the basis of the total floor area of the dwelling unit, exclusive of stairways. For the purpose of such calculation, only the floor area in a basement meeting the requirements for basement occupancy shall be counted.

**(3)** Every habitable room in every dwelling unit shall be at least seven (7) feet wide with at least one-half (1/2) of the floor area having a ceiling height of at least six (6) feet, ten (10) inches. That portion of any room where the ceiling height is less than five (5) feet shall not be considered as a part of the floor area. Refer to Section 6-154(A)(1)(g) above.

##### **(4) Kitchen and Kitchen Facilities.**

**(a)** Every dwelling unit shall contain a room or space for the preparation and cooking of food which shall include space and connections for a stove or other cooking facilities, space for dry food storage and space for refrigerated food storage and a kitchen sink. Each kitchen shall have a cabinet, or a base cabinet combined with wall cabinet(s) or other enclosed area, which provides the following:

**(1)** A minimum of (30) thirty square feet of enclosed shelf space;

**(2)** Drawer space containing a minimum of five (5) square feet;

**(3)** Counter top area with a minimum of six (6) square feet in area and covered with a waterproof

nonabsorbent material safe for contact with food. Areas occupied by sinks and counter top cooking units shall not be included in the minimum required counter top area.

**(b)** The use of gasoline stoves or other similar fuel burning appliances using highly flammable liquids and the use of portable kerosene stoves or other similar fuel burning portable appliances for cooking is prohibited. Hoods and ducts over kitchen ranges shall be cleaned with sufficient frequency so as to remove grease or other flammable materials that might collect therein.

#### **(5) Basement Occupancy.**

No room in any basement shall be occupied as a habitable room, bathroom or toilet room unless:

**(1)** There are no pipes, ducts or other obstructions to a walk area less than six (6) feet above the floor level or less than five (5) feet eight (8) inches above the floor level in a bathroom or toilet room existing on the effective date of this ordinance, and ceiling heights are in accordance with this article, except that a bathroom existing on the effective date of this ordinance with at least one-half of the floor area having a ceiling height of not less than six (6) feet six (6) inches shall be permitted to continue;

**(2)** Light and ventilation for habitable rooms are provided in accordance with this article and seventy per cent (70%) of the regular window area is above the ground level, except when window areaways or window wells are provided so that the minimum width of the areaway or well is not less than twice the distance from the bottom of the window to the finished grade; and

**(3)** The floor and walls, if in contact with the earth, are waterproof and dampproof in accordance with a method approved by the administrator. Such waterproofing and dampproofing shall be between the floor or wall finish and the ground. The administrator may use discretionary powers insofar as items (1) and (3) hereof apply to existing occupied basements.

#### **(6) Passing Through Bathrooms.**

Each dwelling unit shall be provided with a means of circulation giving access to all rooms without passing through a bathroom; but any passage through a bathroom existing at the time of the effective date of this ordinance may be continued.

#### **(7) Closet.**

There shall be a closet or wardrobe within every dwelling unit for the storage of clothing and other articles; provided, however, that in dwelling units containing more than one (1) bedroom there shall be at least (1) one additional closet or wardrobe. Each closet or wardrobe shall contain a floor area of not less than six (6) square feet, but any closet or wardrobe existing on the effective date of this ordinance may contain a lesser floor area of not less than four and one-half (4 1/2) square feet.

#### **(8) Access.**

Access shall be provided to all rooms within a dwelling unit without passing through an area that is open to the general public.

#### **(9) Doors.**

Doors shall be provided at all doorways leading to bedrooms, bathrooms and all rooms adjoining a public area.

**(10) Prohibited Uses.** Kitchen and non-habitable or public spaces shall not be used for sleeping purposes. No cellar space shall be used as a habitable space.

**(B) Entrances and Exits.**

**(1)** All entrances and exits must meet the standards set forth in the North Carolina Building Code which is in effect at the time of construction.

**(2)** Doors providing entrance and exit for any dwelling unit shall have locking devices capable of being operated from the inside and outside of the dwelling. Barrel bolts and hasps with padlocks are not adequate for primary doors. This requirement shall not apply to screen, storm or louver doors.

**(3)** Safe, continuous and unobstructed exit shall be provided from interior of building to the exterior at street or grade level.

**(4)** Platforms and steps shall be provided, where appropriate, to serve exits and shall be maintained in a safe condition.

**(5)** In all multi-family dwellings, all exit signs required by the laws and ordinances of the City of Durham shall be provided and maintained so as to be clearly visible at all times when the building is occupied.

**(C) Light and Ventilation Standards.**

**(1)** Every habitable room in a dwelling or dwelling unit shall contain a window or windows opening directly to the outside air and the total glass area of such window or windows shall not be less than eight percent (8%) of the floor area of such room, provided that the administrator may approve such other arrangement as will adequately light and ventilate the room where provision for operable windows is not feasible. All window sashes shall be glazed and provided with suitable hardware and shall be made to open freely to the extent of not less than four percent (4%) of the floor area of such room.

**(2)** When a window cannot be provided to open directly to the outside air, a ventilating system may be substituted for the required window area. A blind kitchen, bathroom or toilet room shall be provided with artificial light and mechanical ventilation. However, existing ventilation systems in bathrooms and toilet rooms which are functioning adequately may be permitted to remain.

**(3)** All operable and openable windows shall be adequately screened or equipped with storm windows from the period May first to November first. Screens shall not be permanently fixed to the window frame or sash. All operable or openable exterior doors shall have either a screen door or a storm door, equipped with a self-closing device, from the period May first to November first. This requirement shall not apply to dwelling units containing a heating and air conditioning system providing the dwelling unit with year round mechanical ventilation, including permanently installed systems which provide such mechanical ventilation for one or more rooms. This requirement shall apply to dwelling units equipped with window air conditioning units which are not permanently installed.

**(4)** Window frames and glass shall be reasonably weather tight, with no cracked or broken glass. If, in the opinion of the administrator or his designee, certain cracked glass does not present a danger or hazard, a waiver of this provision may be granted.

**(5)** Openable window area in each toilet room and bathroom shall be at least one and a half (1 1/2) square feet, unless served by other approved ventilation.

**(6)** Every sleeping room, unless it has two exits, or one exit direct to the outside, shall have at least one window that can be opened without the use of tools, including burglar bars, to provide a clear opening not less than sixteen inches (16") in least dimension and four hundred and thirty

two square inches (432") in area, or if of fixed glass must be at least twenty-four inches (24") by twenty-four inches (24"), with the bottom of the opening not more than four (4') feet above the floor. Required openable window area shall have fixed screens.

**(D) Lighting of Halls and Stairs.**

Every common hallway and stairway in every multi-family dwelling shall be adequately lighted at all times with fixtures sufficient to provide at least three (3) foot candles of light at the floor or stair tread level at all times. Non-multi-family dwellings may be supplied with conveniently located light switches controlling the lighting system which provides the illumination required herein and which may be turned on when needed.

**(E) Heating**

**(1) Heating Facilities.**

Every dwelling and dwelling unit shall be provided with a heating unit which is properly designed, installed and balanced or adjusted, maintained in good and safe condition, and which is capable of safely and adequately heating all habitable rooms, bathrooms and water compartments located therein to a temperature of at least sixty-eight (68) degrees Fahrenheit at a distance of three (3) feet above the floor level when the outside temperature is between twenty (20) degrees Fahrenheit and 68 degrees Fahrenheit. All rooms may vary in temperature by as much as ten (10) degrees Fahrenheit. Either central or space heating units designed for continuous use may be used. Portable or temporary space heaters are strictly prohibited as a primary source of heat, but may be used to supplement heating. (2) Central Heating Units.

**(a)** Every central heating unit shall:

**(1)** Have every duct, pipe or tube free of leaks and functioning properly to provide an adequate amount of heat or hot water to the intended place of delivery;

**(2)** Be provided with proper seals between sections of hot air furnaces to prevent the escape of noxious fumes and gases into heat ducts;

**(3)** Be properly connected to an electric circuit of adequate capacity in an approved manner if electrical power is required; and

**(4)** Be provided with all required automatic or safety devices and be installed and operated in the manner required by the laws, ordinances and regulation of the City of Durham.

**(b)** All liquid fuel used to operate any central heating unit shall be stored in accordance with the City of Durham's Fire Prevention and Building Codes;

**(c)** All gas and oil heating equipment installed on the premises shall be listed by a testing laboratory and shall be installed in accordance with the provisions of Volume III of the North Carolina State Building Code.

**(3) Space Heating Units & Combustion Appliances (vented and unvented).**

**(a)** Every space heating unit shall:

**(1)** Not use gasoline or other similar highly flammable liquid fuel;

**(2)** Not be of portable type using solid, liquid or gaseous fuel;

**(3)** Be properly connected according to manufacturer's installation instructions;

- (4) Be so located or protected as to prevent any overheating of adjacent combustible material;
- (5) If employing electricity, be connected to a circuit of adequate capacity in an approved manner;
- (6) Be provided with all required automatic or safety devices; and
- (7) Be installed under permit and be properly operated.

(b) A kerosene space heater which has its fuel piped to the heater from a remotely installed bulk tank shall be permissible under this section. Other portable kerosene space heaters are strictly prohibited as a primary source of heat.

(c) All unvented gas fired heating units are strictly prohibited as a primary source of heat.

(d) Ornamental gas logs may be installed in a fireplace provided that such installation is in compliance with the North Carolina State Mechanical Code.

#### **(4) Fireplaces and Chimneys.**

The following standards and conditions shall be applicable to fireplaces and chimneys:

- (a) Chimneys shall be tight and safe, and capable of maintaining proper draft for carriage of combustion by-products to outside air.
- (b) Chimneys shall be kept clean of soot and other debris.
- (c) No holes shall be permitted in flue, except for necessary vent connection and clean out doors.
- (d) All existing hanging masonry chimneys shall be removed.
- (e) Thimbles shall be grouted in tight.
- (f) Thimbles shall be located high enough to provide proper draft for the heating appliances served thereby.
- (g) Fireplaces may be used only for supplemental heat and not as the primary heating source for a dwelling. This section does not exclude the use of wood burning stoves or inserts as the primary heating source for a dwelling.
- (h) The hearth and the hearth extension shall extend a minimum of thirty six (36) inches from the back of the firebox to the end of the hearth extension. The hearth extension shall extend at least sixteen (16) inches in front of and at least eight (8) inches beyond each side of the fireplace opening. Where the fireplace opening is six (6) square feet or larger, the hearth extension shall extend at least twenty (20) inches in front of and at least twelve (12) inches beyond each side of the fireplace opening.
- (i) No combustible material shall be permitted within seven (7) inches of the top and seven (7) inches of either side of the fireplace opening.
- (j) Where fireplace is closed and converted to other use, there shall be masonry closure of face and proper lining or vent installed in chimney where same does not exist.

#### **(F) General requirements Relating to Safety and Maintenance.**

##### **(1) Good repair and Safe Condition.**

Every building and all parts thereof used or occupied as a dwelling shall be kept in good repair, in safe condition, and fit for human habitation. The roof and walls of all such buildings shall be maintained so as not to leak; and all means of draining water there from shall be maintained as to prevent dampness in the walls, ceiling or crawl space or basement.

**(2) Quality of Materials and Workmanship.**

Material used in making any repairs shall be of a quality suitable for the purpose and of a kind normally used by a contractor or tradesman to accomplish a repair. Such repair shall be accomplished in a manner that is in accordance with the accepted standards and practices of the trade. All new work shall be done in accordance with the North Carolina State Building Code.

**(G) Structural Standards.**

**(1) Foundation.**

**(a)** Every dwelling unit shall be on firm ground. Foundation drainage shall be provided and maintained so as to prevent standing water.

**(b)** Footings shall be sound with adequate bearing.

**(c)** All elements of the foundation, including structural members and masonry, shall be in good repair.

**(d)** No piers shall be used for support in which the plumb line from top center falls outside the middle one third (1/3) of the base of the pier. (A plumb bob held firmly against the top of the pier and hanging down the side wall indicate the vertical alignment).

**(e)** No isolated masonry piers exceeding in height ten (10) times the least dimension of pier shall be permitted.

**(f)** A crawl space access hole having a door shall be provided to any under-floor space in all dwellings.

**(2) Walls, exterior.**

**(a)** All exterior surfaces shall be structurally sound, waterproof, weatherproof and vermin proof.

**(b)** All exterior finishes shall be weather tight with no holes, cracks or rotted boards which permit outside air or water to penetrate rooms.

**(c)** Windows shall be easily openable, shall have panes without cracks or holes and the sash shall fit properly.

**(d)** All structure or load bearing walls, exterior or interior, shall not be bowed or out of plumb and shall be structurally sound.

**(e)** Studs shall provide sufficient support for sheathing or exterior finish.

**(3) Roofs.**

**(a)** Roofing shall be provided to prevent the entrance of moisture and shall be maintained by renewal, repair, waterproofing or other suitable means.

**(b)** Gutters and downspouts, if installed, shall be provided to properly collect, conduct and

discharge the water from the roof and away from the structure.

**(c)** Roofs shall be supported and no rafters shall be rotted, broken, sagging or have improperly supported ends.

**(d)** Attics shall have ventilation that allows the movement of air to dissipate excessive heat build up. Heat build up is excessive if it causes deterioration of any structural member or roofing material.

**(e)** Sheathing shall not be rotted, loose or sagging excessively.

**(f)** Roof covering shall not be loose, nor have holes or leaks.

**(g)** Flashing shall be provided at walls and chimneys and shall be installed in accordance with the North Carolina State Building Code.

#### **(4) Porches.**

Foundation, floor, ceiling and roof shall be equal to standards as set forth in this subsection, except: sills and joist need not be level if providing drainage of floors; floors need not be weather light; floors need not be level if providing for drainage; minimum ceiling height shall be seven (7) feet and attic need not insulation.

Porches, balconies or raised floor surfaces located more than thirty inches above the floor or grade below shall have guardrails not less than thirty six inches (36") in height. Such guardrails shall not be rotted, broken or termite damaged.

#### **(5) Stairs and Steps.**

**(a)** Stairs and steps shall be free of holes, grooves and cracks large enough to constitute accident hazards.

**(b)** Handrails having minimum and maximum heights of thirty inches (30") and thirty eight inches (38") respectively, measured vertically from the nose of the treads, shall be provided on at least one side of stairways of four or more risers.

**(c)** No flight of stairs shall be settled out of its intended position or pulled away from supporting or adjacent members.

**(d)** Stairs shall be strongly supported and supports shall not be rotting, sagging or deteriorated.

**(e)** Stairs shall be plumb, level and treads shall be uniform in width, and risers uniform in height, sound and securely fastened to structure. A slight uniform tilt of the treads to aid in the run off of water is permissible for exterior steps.

**(f)** Every stairway, including inside stairs and rails, porches, decks and appurtenances thereto shall be kept in sound condition and good repair.

**(g)** Platforms and steps shall be provided to serve exits and shall be maintained in a safe condition.

#### **(6) Ceilings.**

**(a)** Joists and supporting members shall provide sufficient support for the ceiling.

**(b)** No holes or cracks which permit outside air to penetrate rooms shall be permitted.

**(c)** There shall be no loose plaster, boards, sheetrock, or ceiling finish. Any materials used in the repair of the ceiling shall be of a material that is similar in texture and appearance to the original material. This provision does not prohibit the replacement of the entire ceiling; provided that the material used is contiguous over the entire ceiling area within the affected room.

**(d)** Ceilings shall be maintained free of holes, cracks or loose or deteriorated materials.

**(e)** All ceilings shall be kept clean and free of any flaking, loose or peeling paint and paper.

**(f)** A minimum clear opening (attic access hole) into each attic space of fourteen (14) inches by twenty-four (24) inches shall be provided to allow for access, inspection and repair. In cases where meeting this requirement would necessitate major alterations of the structure, or would produce harmful accumulations of heat or moisture that cannot be removed by ventilation, the administrator may grant a waiver of this requirement.

**(g)** Every dwelling unit shall have a minimum of R- 19 insulation in the attic area. The approved types include blown insulation, batt insulation or other insulation equivalent to a total of R-19 insulation value.

#### **(7) Walls, interior.**

**(a)** Interior finish shall be free of holes and excessive cracks which:

**(1)** permit outside air or moisture to penetrate rooms; or

**(2)** contain loose or flaking materials.

**(b)** All walls, woodwork, doors and windows shall be kept clean and free of any flaking, loose or peeling paint.

**(c)** There shall be no loose plaster, boards, or other loose wall materials.

**(d)** Cardboard, newspaper or other highly combustible or improper wall finish is prohibited.

**(e)** Studs shall provide sufficient support for interior wall.

**(f)** Doors must fit the opening in which they are hung and be equipped with hardware that allows for their opening and closing.

#### **(8) Floors.**

**(a)** Broken, overloaded, excessively decayed or sagging structural floor members are prohibited.

**(b)** Structural floor members shall be supported on foundation walls and piers that are not deteriorated and perform the function for which they were intended.

**(c)** Floor joists shall be supported on structural bearing members and shall not be made structurally unsound by deterioration.

**(d)** Flooring shall be reasonably smooth, not rotten or worn through, and without holes or excessive cracks which permit outside air to penetrate rooms.

**(e)** Flooring shall not be loose.

**(f)** Split, splintered or badly worn floor boards shall be repaired or replaced.

**(g)** Floors in contact with soil shall be paved either with concrete not less than three (3) inches thick or with other masonry not less than four (4) inches thick, which shall be sealed tightly to the foundation walls.

**(h)** All bathroom, laundry and kitchen floors shall be constructed and maintained so as to be impervious to water by covering with a waterproof nonabsorbent material. Example of this type of material include asphalt tile, ceramic tile, linoleum tile or sheet, rubber tile, terrazzo, vinyl tile, vinyl plastic tile or sheet, finished wood, parquet, masonry, polyurethane. Certain absorbent materials covered with a waterproof finish shall also be permitted. Porch and deck-type enamel paints shall be prohibited due to their nondurable nature. The administrator or his designee can approve other types of waterproof nonabsorbent materials that meet the criteria of this section.

## **(H) Property Maintenance.**

### **(1) Structures.**

Floors, walls, ceilings and fixtures shall be maintained in a clean and sanitary condition.

### **(2) Open Areas.**

**(a)** Surface and subsurface water shall be appropriately drained from open areas to protect structures and to prevent development of stagnant ponds.

**(b)** Fences and all accessory structures, either attached to or detached from the primary structure, shall be maintained in a safe and substantial condition. Accessory structures shall include, but are not limited to, sheds, storage buildings, carports, and garages.

**(c)** Yards and courts within the boundaries of the property shall be kept clean and free of physical hazards, rubbish, trash, garbage, debris, litter, or unstacked wood.

**(d)** Unmaintained accumulations of dense weeds, grass, vines or briars over twelve (12) inches in height, and within either one hundred (100) feet of an abutting public street or fifty (50) feet of a primary residential structure, not including detached accessory structure, shall be prohibited if deemed to constitute a public nuisance by the administrator. A public nuisance in this provision is defined as conditions that serve as a harborage for rodents, vermin, mosquitoes and other pests and represents a detriment, danger or hazard to the health, safety and welfare of the residents of the city's jurisdiction. Such accumulations of growth shall be cleared and cut to no more than six (6) inches in height.

**(e)** Every owner shall provide a site or sites for storage of trash receptacles in a location away from the curb so that trash and garbage will not scatter on the property beyond that site. Occupants shall be responsible for ensuring that all garbage is placed at the site provided.

**(f)** Retaining walls or any other wall supporting systems shall not present a physical hazard and shall be structurally safe and supported properly.

### **(3) Infestation.**

**(a)** Grounds and structures shall be maintained free of insect vermin, and rodent harborage and infestation by generally accepted materials of extermination.

**(b)** Every basement window used or intended to be used for ventilation, and every other opening to a basement which might provide an entry for rodents, shall be supplied with a screen or such other device as will effectively prevent their entrance.

**(c)** In every dwelling unit, for protection against mosquitoes, flies, and other insects, every door opening directly from a dwelling unit to outdoor space shall have supplied and installed screens and a self-closing device; and every window or other device with openings to outdoor space, used or intended to be used for ventilation, shall likewise be supplied with screens installed, unless the dwelling is provided with an air conditioning system as provided for in Section 6-154(C)(3).

**(I) Electrical Standards.**

**(a)** Electrical service.

**(1)** Every dwelling unit and all public and common areas shall be supplied with adequate electric service, of at least 100 amp service which shall be properly installed and connected to the source of electric power in a manner prescribed by the ordinances, rules and regulations of the City of Durham.

**(2)** No receptacles, ceiling fixtures or other devices shall be permitted to hang loose.

**(3)** All switches, fixtures and devices shall be safely operable or else properly sealed off and disconnected.

**(4)** Flexible cords shall not be used as a substitute for the fixed wiring; run through holes in walls, ceilings, or floors; run through doorways, windows or similar openings; attached to building surfaces; concealed behind building walls, ceilings or floors.

**(5)** Circuits shall not be overloaded.

**(6)** Fuses shall be sized correctly and not bridged out.

**(7)** Every public hall and stairway in every multi-family dwelling shall be adequately lighted at all times. Refer to Section 6-154(D) above.

**(8)** All electric wiring, devices, appliances and fixtures shall be installed and maintained in accordance with the current city and state electrical codes, except as herein stated.

**(b) Electrical Outlets.**

Every habitable room shall contain at least two (2) separate duplex convenience outlets. Outlets shall be so located as reasonable to provide service to appliances in different parts of the same room. Duplex convenience outlets as herein provided, which may be lacking in single family dwellings otherwise meeting the provisions of this article shall be installed no later than one (1) year from the passage of this ordinance.

**(c) Electrical Fixtures.**

At least one (1) fixed in place ceiling or wall type electric light fixture shall be provided in every bedroom, toilet room, bathroom, laundry room, furnace room, public hall, basement or any other area in which artificial light is required for the safety and welfare of the occupants. A switched wall receptacle shall be acceptable in a bedroom, living room or den.

**(J) Plumbing Standards.**

**(1) General.**

**(a)** Every dwelling unit shall be connected to city water supply and/or sanitary sewer system where they are available; unless a private water supply and sanitary sewer system for each

house is approved by the county health department.

**(b)** All plumbing, water closets and other plumbing fixtures in every dwelling or dwelling unit shall be installed and maintained in good working condition and repair and in accordance with the requirements of this article and the North Carolina State Plumbing Code.

**(c)** All plumbing shall be so maintained and used as to prevent contamination of the water supply through cross connections or back siphoning.

**(d)** All fixtures shall be in proper working condition with no leaks existing.

**(e)** No fixtures shall be cracked, broken or badly chipped.

**(f)** All water piping shall be protected from freezing by proper installation in enclosed or concealed areas or by such other means as approved by a city plumbing inspector.

**(g)** At least one three (3) inch minimum size main plumbing vent shall be properly installed for each building.

**(h)** Soil and water lines shall be properly supported with no broken or leaking lines.

**(i)** Access to all bathrooms shall be through a weathertight and heated area.

**(j)** Every dwelling unit shall contain within a room which affords privacy, a bathtub or shower in good working condition which shall be properly connected to both hot and cold water lines and to the public sanitary sewer or to an approved sewage disposal system. The floor of such room shall be made impervious to water to prevent structural deterioration and any development of unsanitary conditions.

## **(2) Water Heating Unit.**

Every dwelling or dwelling unit shall have supplied a water heating unit which has been listed by a testing agency and is properly installed, operated and maintained in safe and good working condition and is properly connected to the bathtub or shower, sink and lavatory basin, as required in this article. Such water heating unit shall be capable of automatically heating water to a temperature of one hundred and twenty (120) degrees Fahrenheit and capable of meeting normal demands at every required outlet, even though the dwelling's heating unit is not in operation. All gas-fired water heaters shall be vented to the outside.

## **(3) Bathroom.**

Every dwelling unit shall contain, within a room which affords privacy, a toilet, lavatory basin and either a tub or shower in good working condition which shall be properly connected to the public sanitary sewer or to an approved sewage disposal system. The lavatory basin shall be properly connected to both hot and cold water lines, and the water closet shall be properly connected to a cold water line.

## **(K) Painting.**

Effective January 1, 1995, all exterior surfaces of buildings and structures, not inherently resistant to deterioration, shall be treated with a protective coating, such as paint or other suitable preservative, with sufficient frequency to prevent deterioration. All such portions shall be cleaned and free of flaking, loose or defective surfacing materials prior to painting or coating.

All interior loose or peeling wall covering or paint shall be removed and the exposed surface shall be placed in a smooth and sanitary condition. No paint shall be used for interior painting of any

dwelling or dwelling unit unless the paint is free from any lead pigment.

**(L) Fire and Safety Standards.**

**(a) Fireproofing and Fire Protection.**

Every building used in whole or in part for dwelling purposes shall be provided with the fireproofing required by laws and ordinances of the City of Durham. Such fireproofing shall include, but not be limited to, the separation between occupancies, the enclosure of furnace rooms and the enclosure of stairwells, where applicable. All required fireproofing shall be maintained in a good state of repair. All fire doors shall be maintained in openable condition and shall be equipped with approved self-closing devices.

**(b) Fire Extinguishing Equipment.**

All fire extinguishing equipment required by the laws, ordinances and regulations of the City of Durham shall be provided and maintained in an operable condition.

**(c) Smoke Detectors.**

All dwellings and dwelling units shall be equipped with a smoke detector (battery operated or 110 volt) which has been listed by a testing agency (such as Underwriters Laboratories) and such detector shall be installed outside of each sleeping area inside the dwelling unit. All smoke detectors shall be located on or near the dwelling unit. All smoke detectors shall be located on or near the ceiling of the room wherein it is located and shall be installed in accordance with the manufacturer's instructions and maintained in proper working condition.

**(d) Fire Alarm Systems.**

All fire alarm systems required by the laws, ordinances and regulations of the City of Durham shall be provided and maintained in an operable condition.

**(e) Flammable Liquids.**

The use of gasoline stoves or other similar fuel burning appliances using highly flammable liquids and the use of portable kerosene stoves or other similar fuel burning portable appliances for cooking is prohibited. The occupant of any dwelling or dwelling unit shall not have or store flammable liquids or gas or any combustible material in a quantity greater than that permitted by the city's fire prevention code.

**(f) Abandoned Ice Boxes.**

The doors shall be removed from all ice boxes, refrigerators and other large air tight containers which are abandoned and which are accessible to children, unless the door or lock can be released or opened from the inside.

**(g) Lead Abatement.**

The Durham County Health Department is responsible for investigating cases of lead poisoning involving children less than six (6) years old. Where the department reasonably suspects that a child less than six (6) years old has an elevated blood lead level, it shall require that child to be examined and tested within thirty (30) days. If an elevated blood lead level is detected, the department will proceed to take the necessary steps to abate the lead hazard. The department will also notify the administrator of the existence of such hazard. Upon such notification, the administrator shall initiate action requiring the owner to abate the hazard, within a time specified by the administrator, or to vacate and close the dwelling. The failure of an owner to abate the

hazard as directed by the administrator may result in the condemning and demolishing of the dwelling.

Section 6-155. Rooming Houses, Boarding Houses, Bed and Breakfast Inns, Residency Hotels and Other Similar Buildings.

**(A) Permit Required.**

No person shall operate a residency hotel within the city without first obtaining a use permit from the City Council.

**(B) Rooms Numbered.**

Any person who operates an establishment covered under this section shall cause each rooming unit therein to be numbered in a plain and conspicuous manner, the number to be placed on the outside of the door and no two doors shall bear the same number.

**(C) Cleanliness of Premises.**

The operator of every establishment covered under this section shall keep the same and every part thereof clean and free from any accumulation of dirt, filth, rubbish, garbage, or similar matter and shall keep the same free from, and effectively protected against, vermin and rodent infestation.

**(D) Space and Occupancy.**

Space and occupancy in all establishments covered under this section shall comply with the provisions of Section 6-154(A) of this article.

**(E) Basement Occupancy.**

No rooming unit, bathroom or toilet room serving a rooming unit shall be located in the basement unless such basement complies with the provisions of Section 6-154(A)(5) of this article.

**(F) Structural Standards.**

Structural standards in all establishments covered under this section shall comply with the provisions of Section 6- 154(G) of this article.

**(G) Heating.**

Heating in all establishments covered under this section shall comply with the provisions of Section 6-154(E) of this article.

**(H) Light and Ventilation.**

Light and ventilation in all establishments covered under this section shall comply with the provisions of Section 6-154(C) of this article.

**(I) Lighting of Halls and Stairs.**

Lighting of public halls and stairways in all establishments covered under this section shall comply with the provisions of Section 6-154(D) of this article.

**(J) Sinks.**

Sinks in all establishments covered under this section shall comply with the provisions of Section 6-154(J) of this article.

**(K) Bathing and Toilet Facilities.**

At least one toilet, lavatory basin and bathtub or shower, properly connected to a water and sewer system approved by the administrator and in good working condition, shall be supplied, within a room which affords privacy, for each eight (8) persons or fraction thereof residing within an establishment covered under this section, including members of the operator's family wherever they share the use of the facilities. All such facilities shall be so located within the dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities. Every lavatory basin and bathtub or shower shall be supplied with hot water at all times. No such facilities hereinabove required shall be located in a basement, but nothing herein shall prohibit the installation of such facilities in a basement in addition to those hereinabove required if it meets the requirements of section 6-154(A)(5) basement occupancy.

**(L) Water Heating Units.**

Water heating units in all establishments covered under this section shall comply with the provisions of Section 6- 154(J) of this article .

**(M) Plumbing Installation and Maintenance.**

All plumbing, water closets, and other plumbing fixtures in every establishment covered under this section shall be installed and maintained in proper working condition and repair and in accordance with the requirements of Section 6- 154(J) of this article and of the North Carolina State Plumbing Code.

**(N) Cooking.**

Every establishment covered under this section shall be provided with a kitchen that is in a location accessible to all rooming units and which meets the requirements of Section 6- 154(A)(4) of this article. Cooking is strictly prohibited in any rooming unit. Charcoal and gas grills are prohibited within ten (10) feet of any portion of any establishment covered under this section, except fixed mounted gas grills installed according to the manufacturer's instructions where the grill and piping are stationary and the L.P. tank is located at grade level are permitted. (O) Garbage, Rubbish and Ashes.

Every establishment covered under this section shall be provided, in a location accessible to all rooming units, with an adequate number of receptacles or a stationary bulk refuse container to contain all garbage, rubbish and ashes that may accumulate during the usual interval between the collection thereof. All such receptacles and any stationary bulk refuse container shall be maintained at all times in good order and repair. All such receptacles and any stationary bulk refuse container shall conform to the standards set for such equipment as provided in Chapter 10 of the Durham City Code.

**(P) Entrances and Exits.**

All entrances and exits must meet the standards set forth in the North Carolina State Building Code which is in effect at the time of construction.

Every rooming unit in an establishment covered under this section shall have safe, unobstructed means of egress leading to safe and open space at ground level.

**(Q) Painting.**

Painting of all establishments covered under this section shall be in compliance with Section 6-154(K).

**(R) Fire and Safety Standards.**

The fire and safety standards established in Section 6-154(L) of this article shall apply to all establishments covered under this section.

**(S) Safety and Maintenance Requirements.**

The general requirements relating to safety and maintenance established in Section 6-154(F) shall apply to all establishments covered under this section.

**(T) Property Maintenance Standards.**

The property maintenance standards established in Section 6-154(H) shall apply to all establishments covered under this section.

**(U) Electrical Standards.**

The electrical standards established in Section 6-154(I) shall apply to all establishments covered under this section.

**Section 6-156. Responsibilities of Occupants.**

**(A) Sanitary Maintenance.**

Every occupant of a dwelling, dwelling unit or rooming unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit or rooming unit and the premises thereof which he occupies and controls. A clean and sanitary condition shall include, but is not limited to, the following standards:

**(1)** Floors, floor coverings and other walking surfaces shall be kept clean and free of dirt, filth, garbage, human and animal wastes, litter, refuse and any other unsanitary matter;

**(2)** Walls, ceilings, windows and doorways shall be kept clean and free of dirt, greasy film, soot and any other unsanitary matter;

**(3)** Plumbing fixtures shall be kept in a clean and sanitary condition; and no material shall be deposited in any such fixture which may result in the obstruction of such fixture or of any lines connected thereto. Every occupant shall be responsible for the exercise of reasonable care in the proper use and operation of all plumbing fixtures; and

**(4)** All screens on windows and doors shall be maintained in good condition. This subsection shall not be construed as requiring any occupant to furnish and install, or cause to be installed, screens on windows or doors at any dwelling, dwelling unit or rooming unit.

**(B) Extermination of Insects, Rodents, etc.**

Every occupant of a single dwelling unit shall be responsible for the extermination of insects, rodents or other pests therein or on the premises. Any grounds and structures being used or occupied by such occupant shall also be maintained free of insects, vermin, and rodent harborage and infestation by generally accepted methods of extermination.

**(C) Garbage and Rubbish.**

Every occupant of a dwelling, dwelling unit or rooming unit shall dispose of all garbage and refuse in a clean and sanitary manner and place it in a proper receptacle as required by Chapter 10 of the Durham City Code. Discarded or abandoned articles of such bulk as to preclude disposal in such receptacles and refuse not otherwise collected by the city as defined in Chapter 10 of the Durham City Code shall be conveyed by the occupant to the city landfill or some other approved private landfill.

**(D) Heat.**

Where the heating facilities of any dwelling, dwelling unit or rooming unit are under the control of the occupant thereof, it shall be the responsibility of the occupant to operate such facilities in order to maintain above-freezing temperatures at all times in all portions of the dwelling, dwelling unit or rooming unit and the premises thereof which he or she occupies and controls so as to prevent injury or damage to water pipes and plumbing.

**(E) Removal of Required Services, Facilities, etc.**

No occupant shall cause any service, facility, equipment or utility, which is required under this article, to be removed or shut off from, or discontinued for, any occupied housing let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the administrator.

**(F) Termination of Tenancy.**

So as to aid in preventing vandalism to the property, the occupant of a dwelling, dwelling unit or rooming unit shall, upon vacating, secure and lock all doors and windows and openings in the basement and any crawl space and shall leave the premises clean and free from all debris and trash.

**(G) Access for Repairs.**

Every occupant of a dwelling, dwelling unit or rooming unit shall give the owner thereof, or his agent or employee, access to any part of such dwelling, dwelling unit or rooming unit and its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this article or with any lawful order issued pursuant to the provisions of this article.

**(H) Cleanliness of Sidewalks, Alleys, Ditches and Street Gutters.**

Every occupant of any dwelling, dwelling unit or rooming unit bordering any street, lane or alley shall not deposit garbage or rubbish into the street gutters, alleys, or ditches abutting the premises.

In any single family dwelling or in any dwelling where the occupants of a particular dwelling unit or rooming unit have exclusive control over the rear yard, the occupants of such dwelling shall maintain in a clean and sanitary condition, free of garbage, rubbish, bulk trash, or other offensive material, both that portion of the sidewalk and the gutter that abuts the property and that portion of any alley that abuts the property and is bounded by the property line of the adjoining properties and the mid-point of such alley.

**Section 6-157. Responsibilities of Owners.**

**(A) Prohibited Occupancy.**

No owner shall occupy or lease or permit the subletting to another for occupancy any vacant or

vacated dwelling, dwelling unit or rooming unit which does not comply with the provisions of this article. Nor shall any owner let to another any vacant dwelling, dwelling unit or rooming unit unless it is reasonably clean, sanitary and fit for human occupation.

**(B) Number of Occupants.**

Every owner or agent of an owner shall advise, in writing, the tenant leasing or subletting property owned by him of the maximum number of occupants permitted in the dwelling, dwelling unit or rooming unit leased or rented.

**(C) Sanitary Maintenance.**

Every owner of a multi-family dwelling containing four (4) or more dwelling units and every owner of a rooming house, residency hotel or other establishment covered by section 6-155 shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof. A clean and sanitary condition shall include, but is not limited to, the following:

- (1) The exterior property areas of all premises shall be kept free of objects and materials, including abandoned or immobile motor vehicles, which may create a hazard to the health and safety of the occupants or surrounding community or which is a public nuisance.
- (2) All sheds, barns, garages, fences and other appurtenant structures standing on the premises shall be kept in good repair.
- (3) All yard spaces and other open areas adjacent to the dwelling shall be sloped, paved or otherwise constructed to properly drain water around or away from the premises.
- (4) All required screens shall be furnished and installed in the dwelling and shall be maintained in good condition.
- (5) Any high grass and noxious weeds shall be kept mowed or cut to a height of not more than six (6) inches.

**(D) Garbage and Rubbish.**

For every multi-family dwelling containing four (4) or more dwelling units and any rooming house, residency hotel or other establishment covered by section 6-155, the owner shall provide, in a location accessible to all dwelling occupants, an adequate number of receptacles or a stationary bulk refuse container into which garbage and rubbish from the dwelling unit or rooming unit receptacles may be emptied for storage between the days of collection as required by Chapter 10 of the Durham City Code. Any stationary bulk refuse container provided by the owner shall meet all of the capacity specifications as stated in Chapter 10 of the Durham City Code.

The area surrounding the receptacles provided by the owner or the stationary bulk refuse container shall be maintained in such a way as to prevent the scattering of garbage or refuse on the ground.

**(E) Removal of Required Services, Facilities, etc.** No owner or agent of an owner shall cause any service, facility, equipment or utility, which is required under this article, to be removed or shut off from, or discontinued for, any occupied housing let or occupied by him, except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies when discontinuance of service is approved by the administrator.

**(F) Rat proofing and Pest Extermination.**

Every owner of a multi-family dwelling containing two (2) or more dwelling units and every owner of a rooming house, residency hotel or other establishment covered by section 6-155 shall be responsible for the extermination of any insects, rodents, or other pests in all dwelling units or rooming units therein and in the shared public areas of the dwelling and premises thereof. Such extermination shall include, but is not limited to, the following:

- (1) Preventing the entrance by blocking or stopping up all passages, by which rats may secure entry from the exterior with rat impervious material;
- (2) Preventing the interior infestation by rat stoppage, harborage removal, the paving of basements, cellars and any other areas which are in contact with the soil, and such cleanliness as may be necessary to eliminate rat breeding places.
- (3) Providing screens or such other devices for basement windows which might provide a point of entry for rodents.

**(G) Cleanliness of Sidewalks, Alleys, and Gutters.**

The owner of any premises bordering any street, lane or alley shall not allow garbage or rubbish to be deposited into the street, gutters, or alleys abutting the premises.

The owner or operator of any dwelling containing more than one (1) dwelling unit and the owner of any rooming house, residency hotel or other establishment covered by section 6-155 shall maintain in a clean and sanitary condition, free of garbage, rubbish, bulk trash, or other offensive material, both that portion of the sidewalk and the gutter that abuts the property and that portion of any alley that abuts the property and is bound by the property lines of the adjoining properties and the mid-point of such alley.

**CITY OF DURHAM HOUSING CODE ENFORCEMENT**

**(A) Duties of administrator.** It shall be the duty of the administrator:

- (1) To investigate the dwelling conditions, and to inspect dwellings, dwelling units, and rooming units located in the city, in order to determine which of the same are unfit for human habitation, and for the purpose of carrying out the objectives of this article with respect to such dwellings, dwelling units and rooming units;
- (2) To take such action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of housing which is deteriorated;
- (3) To keep a record of the results of inspections made under this article and an inventory of those dwellings that do not meet the minimum standards of fitness herein prescribed; and
- (4) To perform such other duties as may be herein prescribed.

**(B) Powers of administrator.** The administrator is authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this article, including the following powers in addition to others herein granted:

- (1) To investigate the dwelling conditions in the city in order to determine which dwellings herein are unfit for human habitation;
- (2) To administer oaths and affirmations, examine witnesses and receive evidence;
- (3) To enter upon premises for the purpose of making examinations and inspections; provided, such entries shall be made in such a manner as to cause the least possible inconvenience to the

person in possession;

**(4)** To appoint and fix the duties of such officers, agents, and employees as he deems necessary to carry out the purposes of this article; and

**(5)** To delegate any of his functions and powers under this article to other officers and other agents.

**(C) Inspections: Duty of Owner and Occupants.**

For the purpose of making inspections, the administrator is hereby authorized to enter, examine and survey at all reasonable times, all dwellings, dwelling units and rooming units and premises as defined in this article. The owner, occupant or other person in charge of any dwelling, dwelling unit or rooming unit shall, upon being presented with proper credentials, give the administrator free access to such dwelling, dwelling unit or rooming unit and its premises at all reasonable times for the purpose of such inspection, examination and survey. If the owner or occupant refuses admission for this purpose, admission may be obtained through the provisions of Article 4A of Chapter 15 of the General Statutes of North Carolina.

**(D) Emergency Repairs.**

Upon a showing by the administrator that a condition or conditions in a dwelling or dwelling unit poses an immediate threat of danger or harm to the safety of the occupants in such dwelling or dwelling unit, the housing appeals board shall adopt an ordinance ordering the administrator to repair such condition or conditions. The owner of and parties in interest in such dwelling or dwelling unit shall be given at least seventy- two (72) hours notice prior to the making of any repairs or improvements by the administrator.

The amount of the cost of such repairs, alterations or improvements shall be a lien against the real property upon which such cost was incurred, which lien shall be filed, have the same priority and shall be collected as provided by Article 10 of Chapter 160A of the General Statutes.

**(E) Preliminary Investigation; Notice, Hearing.**

**(1)** Whenever a petition is filed with the administrator by a public authority or by at least five (5) residents of the city charging that any dwelling, dwelling unit or rooming unit is unfit for human habitation, or whenever it appears to the administrator upon inspection, that any such place is unfit for human habitation he shall, if his preliminary investigation disclosed a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such dwelling, dwelling unit or rooming unit a complaint stating the charges and containing a notice that a hearing will be held before the administrator or his designated agent at a place therein fixed, not less than ten (10) nor more than thirty (30) days after the serving of such complaint.

**(2)** It shall be unlawful for the owner or the agent of any owner upon whom such complaint has been served to permit any person to occupy any such dwelling, dwelling unit or rooming unit which, at the time of service of such complaint is vacant, or which shall subsequently become vacant, until such owner or the agent of such owner shall have obtained from the administrator an occupancy permit. The administrator shall issue such occupancy permit upon a determination that the dwelling unit complies in all respects with the provisions of this article.

**(3)** The owner or any party in interest shall have the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaint.

**(4)** Notice of such hearing shall also be given to at least one of the persons signing a petition relating to such dwelling. Any person desiring to do so may attend such hearing and give evidence relevant to the matter being heard.

**(5)** The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the administrator.

**(F) Service of Complaints and Orders.**

Complaints or orders issued by the administrator shall be served upon persons either personally or by registered mail or certified mail and, in addition thereto, may be served by regular mail. When service is made by registered or certified mail and, in addition thereto, regular mail and the registered mail or certified mail is unclaimed but the regular mail is not returned by the post office within ten (10) days after mailing, service shall be deemed sufficient under this section and the general statutes.

If the whereabouts of persons is unknown and cannot be ascertained by the administrator in the exercise of reasonable diligence, the administrator shall make an affidavit to that effect, and then the serving of such complaint or order upon the unknown owner or other persons may be made by publication in a newspaper having general circulation in the city at least once no later than the time at which personal service would be required under the provisions of this article. When service is made by publication, a notice of the pending proceeding shall be posted in a conspicuous place on the premises thereby affected.

**(G) Authorized Agent.**

Each owner of rental property located within the city shall authorize a person residing either in the city or the surrounding counties of Durham, Wake, Orange, Person, Granville or Chatham to serve as his or her agent for the purpose of accepting service of process under this section. The owner shall provide, on a form supplied by the Housing Services Division, the authorized agent's name, address, and phone number. The owner shall notify the Housing Services Division of any changes in the information provided not less than ten (10) days after such changes have occurred. Nothing in this section shall be interpreted to require an owner to designate an agent to accept service of process where the owner of the rental property resides within the city or one of the surrounding counties referenced herein.

The initial failure of an owner to authorize an agent, as required in this section, will not result in the imposing of a civil penalty as authorized in subsection (R) of this section; however, a penalty will be imposed if an owner still fails to authorize an agent after being notified by the administrator that such a designation is required under this article.

**(H) Notice of Lis Pendens.**

Any complaint and notice or order issued pursuant to this article may be filed in the notice of lis pendens, with a copy of the complaint and notice or order attached thereto, in the office of the clerk of superior court of Durham County. The notice of lis pendens and a copy of the complaint and notice or order shall be indexed and cross-indexed in accordance with the indexing procedures of N.C.G.S.1-117. From the date and time of indexing, the complaint and notice or order shall be binding upon the successors and assigns of the owners of and parties in interest in the building or dwelling. A copy of the notice of lis pendens shall be served upon the owners and parties in interest in the building or dwelling at the time of filing in accordance with N.C.G.S. 160A-428 and 160A-445. The clerk may cancel the notice of lis pendens upon a showing by the administrator that the action in which the complaint and notice or order was issued has been settled, discontinued, or abated.

**(I) Findings of Facts; Issuance of Order to Repair, Demolish, etc.**

If, after such notice and hearing as provided for in subsection (E), the administrator determines that the housing under consideration is unfit for human habitation under the terms of this article,

he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof an order:

**(1)** If the repair, alteration or improvement of such house can be made at a cost not to exceed fifty percent (50%) of the value of the house, requiring the owner, within a time specified in the order by the administrator, to repair; alter or improve such house to render it fit for human habitation when the administrator makes two or more of the findings contained in the paragraph below. In the alternative, the administrator may require the owner, within a time specified in the order, to vacate the house.

In determining whether to order the owner to repair, alter or improve the house the administrator shall make findings as to whether allowing the house to be and to remain in a vacated and closed status would be inimical to the health, safety and morals and welfare of the community in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and deterioration of property values in the area, or would render unavailable a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in the community.

**(2)** If the repair, alteration or improvement of such housing cannot be made at a cost not to exceed fifty per cent (50%) of the value of the housing, requiring the owner, within the time specified in the order by the administrator to repair, alter or improve such housing to render it fit for human habitation or to demolish and remove such housing. However, notwithstanding any other provision of law, if the dwelling is located in a historic district of the city and the Historic District Commission determines, after a public hearing, that the dwelling is of particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with N.C.G.S. 160A-400.14(a).

**(J) Failure to Comply with Order.**

**(1)** If the owner fails to comply with an order to repair, alter or improve or to vacate and close the dwelling, dwelling unit or rooming unit, the administrator may cause such dwelling, dwelling unit or rooming unit to be repaired, altered or improved or to be vacated and closed; and the administrator may cause to be posted on the main entrance of any dwelling, dwelling unit or rooming unit so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a misdemeanor.

**(2)** If the owner fails to comply with an order to remove or demolish the dwelling, the administrator may cause such dwelling to be removed or demolished, provided, however, that the duties of the administrator as set forth in paragraphs (1) and (2) of this subsection (J) shall not be exercised until the housing appeals board shall have by ordinance ordered the administrator to proceed to effectuate the purpose of this section with respect to the particular property or properties which the administrator shall have found to be unfit for human habitation and which property or properties shall be described in the ordinance. No such ordinance shall be adopted to require demolition of a dwelling until the owner has first been given a reasonable opportunity to bring it into conformity with the housing code. Such ordinance shall be recorded in the office of the register of deeds of the county and shall be indexed in the name of the property owner in the grantor index.

**(3)** If the administrator shall have issued an order, ordering a dwelling to be repaired or vacated and closed, as provided in subsection (I) (1), and if the owner has vacated and closed such dwelling and kept such dwelling vacated and closed for a period of one (1) year pursuant to the order, then if the housing appeals board shall find that the owner has abandoned the intent and purpose to repair, alter or improve the dwelling in order to render it fit for human habitation and

that the continuation of the dwelling in its vacated and closed status would be inimical to the health, safety, morals and welfare of the city in that the dwelling would continue to deteriorate, would create a fire and safety hazard, would be a threat to children and vagrants, would attract persons intent on criminal activities, would cause or contribute to blight and the deterioration of property values in the area, and would render unavailable property and a dwelling which might otherwise have been made available to ease the persistent shortage of decent and affordable housing in this state, then in such circumstances, the housing appeals board may, after the expiration of such one (1) year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

**(A)** If it is determined that the repair of the dwelling to render it fit for human habitation can be made at a cost not exceeding fifty per cent (50%) of the then current value of the dwelling, the ordinance shall require that the owner either repair or demolish and remove the dwelling within ninety (90) days; or

**(B)** If it is determined that the repair of the dwelling to render it fit for human habitation cannot be made at a cost not exceeding fifty per cent (50%) of the then current value of the dwelling, the ordinance shall require the owner to demolish and remove the dwelling within ninety (90) days.

This ordinance shall be recorded in the office of the register of deeds and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with this ordinance, the administrator shall effectuate the purpose of the ordinance.

#### **(K) Appeal.**

Where compliance with an order of the administrator, or where the literal application of the provisions of this article, would appear to cause undue hardship on an owner or other party in interest, or when it is claimed that the true intent and meaning of this article or any of the minimum standards or requirements herein have been wrongly interpreted, the owner or other party in interest may appeal from the order of the administrator to the housing appeals board.

**(1)** Notice of appeal shall be in writing and filed in the office of the city clerk within ten (10) days after service of the order of the administrator, and shall be on forms provided by the administrator. The appeal shall be placed on the agenda for hearing by the housing appeals board at its next regular meeting.

**(2)** The housing appeals board upon such appeal, and after a hearing, may extend the time for compliance with the administrator's order, or vary the application of any provisions of this article in hardship cases when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this article or the public interest, or when, in its opinion the interpretation of the administrator was wrong and should be modified or reversed. In hardship cases, a hardship peculiar to the appellant must be shown.

**(3)** A decision of the housing appeals board to extend the time for compliance with an order of the administrator, or to vary the application of any provision of this article, or to modify an order of the administrator, shall specify in what manner such extension, variation, or modification is made, the conditions upon which it is made, and the reasons therefore.

**(4)** Every such decision of the housing appeals board shall be in writing, and shall be promptly filed in the office of the administrator, and shall be open to public inspection; a certified copy shall be sent by mail, or otherwise, to the appellant.

**(5)** If a decision of the housing appeals board reverses or modifies a refusal, order or disallowance of the administrator, or varies the application of any provision of this article, the administrator shall immediately take action in accordance with such decision.

**(6)** Nothing in this subsection shall be construed to prevent an owner or other party in interest from exercising the right of petition for judicial review of an order of the administrator, as provided by general law and subsection (L) of this section.

**(L) Petition to Superior Court.**

Any person aggrieved by an order issued by the administrator or a decision rendered by the housing appeals board may petition the superior court for an injunction restraining the administrator from carrying out the order or decision. The petition shall be filed within thirty (30) days after issuance of the order or rendering of the decision. Hearing on the petition shall be as provided in North Carolina General Statute 160A-446(f).

**(M) In Rem Action by Administrator; Placarding**

Barring a petition having been filed under subsection (L), after the failure of an owner of a dwelling, dwelling unit or rooming unit to comply with an order of the administrator issued pursuant to the provisions of this article, and upon adoption by the housing appeals board of an ordinance authorizing and directing him to do so, as provided by North Carolina General Statutes 160A-443 and subsection (J) of this section, the administrator shall proceed to cause such dwelling, dwelling unit or rooming unit to be repaired, altered or improved to comply with the minimum standards of fitness established by this article, or to be vacated and closed and removed or demolished, as directed by the ordinance of the housing appeals board, and shall cause to be posted on the main entrance of such dwelling, dwelling unit or rooming unit a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building is prohibited and unlawful." The occupation of a building so posted shall constitute a misdemeanor.

**(N) Costs a Lien on Premises.**

The amount of the cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition by the administrator, shall be a lien against the real property upon which such cost was incurred, which lien shall be filed, have the same priority and be collected as provided by Article 10 of Chapter 160A of the General Statutes. If the dwelling is removed or demolished by the administrator, he shall sell the materials of such dwelling and shall credit the proceeds of such sale against the cost of the removal or demolition and any balance remaining shall be deposited in the superior court by the administrator, shall be secured in such manner as may be directed by such court, and shall be disbursed by such court to the person found to be entitled thereto by final order or decree of such court.

**(O) Notice to Affordable Housing Agencies.** That whenever a determination is made pursuant to subsection (I) that a dwelling must be vacated and closed, or removed or demolished, under the provisions of this article, notice of the order shall be given by first-class mail to any organization involved in providing or restoring dwellings for affordable housing that has filed a written request for such notices. A minimum period of forty-five (45) days from the mailing of such notice shall be given before removal or demolition by action of the administrator, to allow the opportunity for any organization to negotiate with the owner to make repairs, lease, or purchase the property for the purpose of providing affordable housing. The city clerk shall certify the mailing of the notices, and the certification shall be conclusive in the absence of fraud. Only an organization that has filed a written request for such notices may raise the issue of failure to mail such notices, and the sole remedy shall be an order requiring the administrator to wait forty-five (45) days before causing removal or demolition.

**(P) Alternative Remedies.**

Neither this article nor any of its provisions shall be construed to impair or limit in any way the power of the city to define and declare nuisances and to cause their abatement by summary

action or otherwise, and the enforcement of any remedy provided herein shall not prevent the enforcement of any other remedies provided herein or in other ordinances or laws.

**(Q) Conflict with Other Provisions.**

In the event any provision, standard or requirement of this section is found to be in conflict with any other applicable law, code or ordinance pertaining to housing, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the city shall prevail.

**(R) Violations; Penalty.**

**(1)** It shall be unlawful for the owner of any dwelling, dwelling unit or rooming unit to fail, neglect or refuse to repair, alter or improve the same, or to vacate and close and remove or demolish the same, upon order of the administrator duly made and served as herein provided, within the time specified in such order, and each day that any such failure, neglect or refusal to comply with such order continues shall constitute a separate and distinct offense.

**(2)** It shall be unlawful for the owner or agent of the owner in charge of such dwelling, dwelling unit or rooming unit with respect to which an order has been issued pursuant to this article, to occupy or permit the occupancy of the same in a dilapidated or deteriorated condition found to be unfit for human habitation in violation of such order for its repair, alteration or improvement or its vacation, closing or demolition, and each day that such unlawful occupancy continues after the expiration of the time prescribed in the order to repair, alter, improve, vacate, close or demolish such dwelling, dwelling unit or rooming unit shall constitute a separate and distinct offense.

**(3)** Any owner of a dwelling or dwelling unit, except an owner who occupies the dwelling as his principal place of residence, who fails to comply with any of the provisions of this ordinance shall be subject to a civil penalty in the amount of one hundred dollars (100.00) for the first day of noncompliance and ten dollars (\$10.00) for each day thereafter. This penalty may be recovered by the city in a civil action in the nature of debt if the owner does not pay the same within thirty (30) days after the initial day of noncompliance.

**(4)** If any occupant fails to comply with an order to vacate a dwelling, the administrator may file a civil action in the name of the city to remove such occupant. The action to vacate the dwelling shall be in the nature of summary ejectment and shall be commenced by filing a complaint naming as parties-defendant any person occupying such dwelling. The clerk of superior court shall issue a summons requiring the defendant to appear before a magistrate at a certain time, date and place not to exceed ten (10) days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in N.C.G.S. 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the administrator produces a certified copy of an ordinance adopted by the housing appeals board pursuant to subsection (J) authorizing the officer to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the dwelling be vacated shall be enforced in the same manner as the judgment for summary ejectment entered under N.C.G.S. 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in N.C.G.S. 7A-228, and the execution of such judgment may be stayed as provided in N.C.G.S. 7A-227. An action to remove an occupant of a dwelling who is a tenant of the owner may not be in the nature of a summary ejectment proceeding pursuant to this subsection unless such occupant was served with notice at least thirty (30) days before the filing of the summary ejectment proceeding that the housing appeals board has ordered the administrator to proceed to exercise his duties under subsection (J) of this section to vacate and close or remove and demolish the dwelling.

**(5)** Nothing in this subsection shall be constructed as a waiver of the occupancy permit

requirements of subsection (E) of this section.

**(6)** The violation of any provision of this article shall constitute a misdemeanor, as provided by N.C.G.S. 14-4, and shall be punishable by a fine of not more than \$500.00 dollars or imprisonment of not more than 30 days."

#### **APPEALS**

Appeal of an order of a housing inspector may be made by any party aggrieved thereby to the Housing Appeals Board in the manner set forth in the Housing Appeals Board section in the chapter on the Housing Code of the City of Durham.

#### **MOBILE HOME PARKS**

Mobile homes, both within incorporated areas (each of which, except the City of Durham, has elected to be covered under the county housing code) and unincorporated areas of the county, are covered by the Housing Code of Durham County. The only exception to this is for mobile homes that are not attached to the ground, to another structure or to any utilities system for more than thirty days. The Housing Code of the City of Durham covers mobile homes within the City of Durham. State landlord-tenant laws specifically cover mobile homes and mobile home spaces as well as the grounds and facilities provided for use by residents in mobile home parks.

Durham County also has an ordinance governing mobile home parks. The county's Ordinance for Existing Mobile Home Parks is administered by the Building Standards and Environmental Health departments of Durham County (see Directory). Zoning regulations and the city housing code regulate lot size and sanitary conditions for mobile home parks within the City of Durham.

#### **COUNTY ORDINANCE**

Both city and county ordinances require a permit or certificate of occupancy to operate a mobile home park or trailer camp. These parks or camps are defined as any premises with one or more mobile homes, trailers or other vehicles used for living or sleeping, or any premises providing, to the public, space for parking such vehicles for living or sleeping purposes. Persons seeking permits must show that all regulations of the appropriate city or county codes have been complied with.

#### **PARK REQUIREMENTS**

The county ordinance does not specify a minimum lot size. However, it does stipulate that no more than one mobile home may be parked on a mobile home space and that the lot must be large enough to park at least one car. The county zoning ordinance does contain regulations that affect spacing between mobile homes and from property lines. The zoning ordinance also specifies lot size and maximum number of mobile homes permitted per acre. These regulations are prospective in nature and do not cover existing parks. Lots in parks must be graded to ensure thorough drainage.

Roads must be maintained to ensure safe passage of vehicles in all weather. They must be free of potholes and open to emergency vehicles at all times.

#### **UTILITIES**

Every mobile home park must provide an adequate water supply from a source approved by the Environmental Health Department. The water supply for each mobile home must be obtained only from plumbing within each home.

An adequate sewage disposal system, approved by the Environmental Health Department, must be provided. All waste must be piped into the park's sewage disposal system or an approved septic tank system. All garbage, trash, debris, etc. must be stored in a sanitary manner and regularly disposed of in accordance with department regulations. Fuel oil storage capacity must be at least 100 gallons per mobile home and installed in a safe manner if provided by the park owners. Electric service must be installed according to the National Electrical Code.

#### **REGISTRATION**

The operator of each park must keep a register of all renters, occupants and owners of mobile homes in the park and must notify the Building Standards Department whenever any lot is rented. Operators must also secure all required permits.

#### **ENFORCEMENT**

The courts may enforce the county ordinance governing mobile home parks by injunction or order of abatement. A complaint of a violation of this ordinance should be made to the Building Standards Department or the Environmental Health Department (see Directory). Copies of the county Ordinance for Existing Mobile Home Parks may be

#### **FAIR HOUSING LAWS AND ORDINANCES**

Discrimination in housing practices because of race, color, religion, disability, familial status, sex or national origin is prohibited by federal and state laws and also, in some cities and counties in North Carolina, by local ordinances. All these laws or ordinances are similar in prohibiting discrimination in virtually every housing practice, including rental and sale of property, terms and conditions of occupancy, treatment of applicants and advertising of property. Under each law or ordinance, the administering agency is empowered to investigate and to seek to conciliate complaints of violations. Each law or ordinance also permits the complainant to file suit in the appropriate court. When a local fair housing ordinance is in effect, state law does not apply. When the Department of Housing and Urban Development (HUD) has recognized the state law or local ordinance as substantially equivalent to the federal law, HUD will defer to the state or local agency for enforcement.

#### **FEDERAL LAW**

The Federal Fair Housing Act (Title VIII of the 1968 Civil Rights Act) prohibits most discrimination in housing because of race, color, religion, disability, familial status, sex, or national origin. Private homeowners are exempt in some instances, as are rooms in private dwellings and units in buildings with four units or less if the owner lives in one unit. There are some other exceptions.

The Department of Housing and Urban Development (HUD) administers this law and complaints may be filed with that agency (see Directory for address) or the complainant may file suit in federal court. HUD's authority under this law is limited to investigation, conciliation and administrative law judgments.

## **STATE LAW**

The State of North Carolina has a law prohibiting discrimination in housing practices because of race, color, religion, disability, familial status, sex or national origin that provides for investigation and conciliation of complaints of discrimination. These complaints should be made to the North Carolina Human Relations Commission. The state fair housing law is similar to the federal Fair Housing Act.

## **LOCAL ORDINANCES**

In the City of Durham County (except in incorporated areas), local fair housing ordinances prohibit discrimination because of a person's race, color, religion, disability, familial status, sex or national origin in virtually all housing practices, from refusing to rent or sell to terms and conditions of occupancy to advertising in a discriminatory way. The ordinances also prohibit steering and blockbusting as well as retaliation against persons who have complained about discrimination and their witnesses. These ordinances take precedence over the state law. HUD will defer processing complaints of violations of federal law to local agencies that administer a fair housing ordinance that HUD has declared to be substantially equivalent to federal law. This is the case in Durham and Durham County. Remedies provided under these ordinances may include a lease for housing that was unfairly denied the complainant and/or a monetary settlement to restore any losses suffered by the complainant because of discrimination. Damages for humiliation and embarrassment and punitive damages may also be awarded.

State courts access is also provided if the initial administrative procedure fails to produce a voluntary resolution of the complaint. Complaints should be filed with the Durham Community Relations Committee, which is the local administering agency (see Directory). This agency will also assist in cross-filing the complaint with HUD, which retains final jurisdiction.

## **PROHIBITIONS IN THE SALE AND RENTAL OF HOUSING**

No one may take any of the following actions based on race, color, religion, disability, familial status, sex or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting)
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing

## **PROHIBITIONS IN MORTGAGE LENDING**

In mortgage lending, no one may take any of the following actions based on race, color, religion, disability, familial status, sex or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information about loans
- Impose different terms or conditions on a loan
- Discriminate in appraising property
- Refuse to purchase a loan
- Set different terms or conditions for purchasing a loan

In addition, it is illegal for anyone to:

Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others to exercise that right  
Advertise or make any statement that indicates a limitation or preference based on any of the protected classes listed in the preceding section

## **COMPLAINT PROCEDURE**

Any person who believes that he/she has been denied housing or discriminated against in housing practices because of race, color, religion, disability, familial status, sex or national origin may file a complaint with the Community Relations Committee. Complaints must be filed within one year after the alleged unfair treatment occurred. If after one hundred days following filing of the complaint with the Community Relations Committee, the complaint has not been satisfactorily resolved, the complainant may file suit in Superior Court. If, following investigation, the complaint is determined to be justified on the basis of reasonable cause to believe discrimination has occurred, the Community Relations Committee will seek to conciliate the complaint by agreement between the two parties involved. If conciliation efforts fail, the Committee will conduct a public hearing at which both parties will be heard and a finding of fact and conclusion of law will be made. If a finding is made that there is reasonable cause to believe unlawful discrimination occurred and if further conciliation efforts fail, the Committee may file suit in Superior Court.

The court may award punitive as well as actual damages to the complainant, including compensation for humiliation and embarrassment. Court costs and reasonable attorney fees may be assessed if the court finds in favor of the complainant. In addition, the court may grant a permanent or temporary injunction or other order as relief.

## **EVICTION**

### **No SELF-HELP EVICTIONS**

A renter cannot be evicted other than by court order. The owner or manager cannot require or force a renter to vacate any property, lock a tenant out of property, impound a tenant's personal property or turn off a tenant's heat or utilities. No matter what provision of the lease or other agreement a renter may have violated, the property owner or manger must follow legal procedure set forth in state law and summarized below to evict any tenant.

### **GROUND FOR EVICTION**

The three reasons for which a renter may be evicted (sometimes called dispossession or ejection) are:

1. If a renter "holds over" or remains in possession of the property after the term of the lease has expired
2. If the lease specifically permits termination of the lease for any violation, and a renter has broken or failed to keep any provision in the lease, or has knowingly permitted any other person to do so
3. If the lease provides for termination for non-payment of rent and a renter has failed to pay the rent after the due date and has lost the right of possession. If the lease is silent on that point, the law provides that a tenant may lose the right of possession if the owner

demands all the past due rent, waits ten days and then sues for eviction (summary ejection)

A fourth reason a renter may be evicted in 69 of North Carolina's 100 counties, including Mecklenburg, is for refusing to perform his/her obligations under any contract for rental of land. This provision applies only to agricultural tenancies in which a renter agrees to make certain use of the land. This provision will not apply to most residential renters

#### **EVICTON FOR NON-PAYMENT OF RENT**

If an owner or manager seeks to evict a renter for non-payment of rent, the court may stop the eviction action prior to making a decision if the renter pays all rent due and the costs of the proceedings. If the owner refuses to accept payment, the renter may retain possession of the property by paying the rent and costs to the Clerk of Superior Court. However, if the lease provides that the owner may terminate the lease for failure to pay the rent when due, even payment of rents and costs cannot stop the eviction.

#### **RETALIATORY EVICTION**

Renters are protected from eviction in retaliation for exercising his/her right to decent, safe and sanitary housing. Specifically, a renter and any of his/her household known by an owner to be living with a renter are protected from eviction for the following actions done in good faith:

1. A complaint or request to the owner, manager, agent or employee for repair of conditions that the owner is obligated by law to repair
2. A complaint to a government agency alleging a violation by an owner of any code or law that regulates residential property, such as local housing codes, housing discrimination laws and the Residential Rental Agreement Act of North Carolina
3. A complaint to an owner from a government agency about property occupied by a renter
4. Any attempt to organize, join, or be involved with an organization to promote or enforce renters' rights

A renter may present an affirmative defense of his/her right to occupy a property by proving to the court that the eviction is substantially in response to actions involving one or more of those five protected acts that occurred within twelve months prior to the filing of the summary ejection action by the owner.

However, an owner may still evict a renter, even if retaliatory eviction is proved, if any of the following conditions also exist:

1. A renter has failed to pay rent when due or has violated any other provision of the lease and that is the reason for eviction
2. The renter is "holding over" if the tenancy is for a definite period of time and there is no option to renew the lease
3. The violation complained of was primarily a renter's responsibility
4. An owner must remove a renter to comply with any law that requires demolition of or major work on the property

5. An owner notified a renter, in good faith, of the eviction prior to the occurrence of any of the protected acts
6. An owner, in good faith, wants the property for his/her own residence at the end of a renter's term for demolition, for repair that requires a renter to vacate, or to cease use of the property as a rental dwelling for at least six months

If the court finds the eviction action is retaliatory, the eviction will be stopped. A renter must, however, pay any rent due or any other damages ordered by the court

## **SUMMONS**

When an owner or his/her manager or agent files an action to take possession of leased property from a renter, the Clerk of Superior Court issues a summons. The summons requires a renter (defendant in the action) to appear in Magistrate's Court at a specified time and place (within ten days after the issuance of the summons) to defend his/her right to occupy the property.

The owner (plaintiff in the action) may claim back rent and damages not to exceed \$4,000.00 in Magistrate's Court.

## **SERVICE OF SUMMONS**

An officer of the law (usually a sheriff's deputy) must deliver a copy of the summons and the complaint to a renter by mail. The deputy must also attempt to deliver the papers personally to the renter by making at least one telephone call for an appointment for delivery or by at least one visit to a renter's address. If these methods are unsuccessful, the officer may leave the papers at a renter's address with some person "of suitable age and discretion" who lives there. If all these efforts fail, the officer must then serve the summons by fastening it to some "conspicuous part of the premises."

## **TRIAL BY MAGISTRATE**

If a renter denies any of the allegations of an owner in court, the magistrate must hear the facts from both parties and make a judgment based thereon. (Although no legal aid is required to present a case in Magistrate's Court, it is permitted.) Even if a renter does not appear in court to defend against the action, an owner must still present facts to prove the case for summary ejection.

If a renter who is a defendant in a summary ejection action chooses to deny the facts alleged by an owner in a complaint, he/she may do so verbally in court at the trial. If a renter wishes to present an affirmative defense (alleging the owner has violated the law or broken the lease), he/she may also present that defense at trial. A renter may also assert claims for damages against the owner. These may not to exceed \$4,000.00 including court costs.

## **JUDGMENT BY MAGISTRATE**

When an owner has proved, in court, a valid legal claim by a preponderance of evidence, the magistrate may rule that the renter must vacate and pay any rent determined by the magistrate to be due and any damages proved, up to \$4,000.00, including court costs. Such a ruling may also be made when a renter admits to the allegations of the complainant.

If a judgment is in favor of an owner, the owner may obtain a writ for possession from the Clerk of Court that orders the sheriff to supervise the owner in physically removing a renter from the owner's property. The execution of this writ for possession is automatically delayed for ten days after the judgment is issued. A renter has the right to appeal during this ten-day period by notifying the court and the owner of an appeal of the order. If such an appeal, called an appeal bond, is filed, the court's order for eviction (called summary ejectment) will be postponed (stayed) and the eviction will not be carried out until the appeal is heard.

#### **NOTICE OF EVICTION**

Before a renter's personal property and, if applicable, his/her family can be removed from an owner's premises following issuance by the clerk's office of a writ for possession, the sheriff must notify the renter of the approximate time for such removal. The time of eviction must be no more than seven days after the sheriff receives the writ for possession. However, the sheriff may not carry out the eviction earlier than the date specified in the notice to the renter.

There are two ways that notice of eviction to a renter must be made. Notice may be delivered in person to the renter or left with a responsible person at the renter's residence at least two days before the date of eviction. Notice may be mailed first class to the renter's last known address at least five days before the date of eviction.

#### **DISPOSAL OF EVICTED RENTER'S PROPERTY**

When the sheriff removes an evicted renter's personal property and, if applicable, his/her family from an owner's premises in accordance with a writ for possession, the renter should take possession of his/her property and move it. If the renter fails or refuses to do so, the sheriff may leave the personal property inside the dwelling or deliver the property to a storage warehouse within the county. Cost of delivery to the warehouse and one month's storage may be required, in advance, from the property owner or manager by the sheriff. If an owner or manager refuses to advance these costs when requested, the sheriff will not remove the renter's property and will return the writ for possession to the Clerk of Court.

If a renter's property is not removed from the premises following an order for eviction, an owner may padlock those premises. A renter may remove his/her possessions from the owner's property without any penalty or cost by requesting the owner to permit removal within the next twenty-one days. After that time, if a renter has failed to claim his/her property, an owner may take legal action to dispose it.

#### **COST OF EVICTION**

All costs of eviction, including court proceedings, execution of the writ for possession by the sheriff and cost of storage will be charged to a renter; his/her property may be sold to recover costs at a warehouseman's lien sale after twenty-one days. If a renter claims his/her property within twenty-one days, he/she may recover it and remove it from the warehouse at no cost. However, a property owner may still seek to recover cost of removal and storage from the renter through legal action.

#### **THE 1995 ACT FOR EXPEDITED EVICTION**

The North Carolina Legislature enacted a state statute (N.C.G.S 42-59, et seq.) in 1995 that allows landlords to file an expedited eviction action against drug traffickers. The criminal activity in Section 42-59(2) is broadly defined as any activity that "threatens the health, safety, or right of peaceful enjoyment of the entire premises by other residents or employees of the landlord." In

addition, the Act defines “entire premises or leased residential premises” broadly to include a single dwelling, the entire building or complex of buildings or a mobile home park.

N.C. 42-59 et seq. created remedies for landlords that are unavailable in common law and under the Summary Ejectment statute. The act gives a clear procedure to obtain evictions against persons committing criminal activity as defined by the act. More importantly, the act can make a tenant liable for criminal acts of other members of his/her household as well as guests who are named as defendants.

The act provides a landlord with a choice of legal forums, including Small Claims Court and District Court. Furthermore, the act provides for a lower standard of proof than that required by the Summary Ejectment statute.

The act allows a landlord to sue a tenant, other adult or minor members of a tenant’s household, other residents of the leased property or guests.

The following are grounds for a complete eviction of a tenant and other residents of a dwelling:

Criminal activity has occurred on or within an individual rental unit leased to a tenant

An individual rental unit leased to a tenant was used in any way to further or promote criminal activity

A tenant, any member of a tenant’s household or any guest has engaged in criminal activity on or in the immediate vicinity of any portion of the entire premises

A tenant has given permission to or invited a person to return or re-enter any part of the entire premises knowing that such person had been removed and barred from the entire premises pursuant to this article or the reasonable rules and regulations of a publicly assisted landlord

A tenant has failed to notify law enforcement or the landlord immediately upon learning that a person who had been removed and barred from the tenant’s individual rental unit pursuant to this article has returned to or re-entered that individual rental unit G.S. 42-63(a)

The act does establish an affirmative defense or an exemption to an eviction of a tenant. Under Section 42-64(a), a court shall refrain from ordering an eviction of a tenant if the tenant has shown that he/she was not personally involved in any criminal activity; that he/she did not know or have reason to know that criminal activity was occurring or would likely occur on or within the rental unit; or that he/she had done everything that could reasonably be expected under the circumstances to prevent the commission of the criminal activity.

## **MAGISTRATE’S COURT**

Magistrate’s Court (sometimes called Small Claims Court) is provided by the State of North Carolina for persons who wish to have small claims and disputes resolved in court. It is part of the District Court system; one is located in every county seat and in each large city throughout the state. Magistrate’s Court is designed to settle small claims quickly and inexpensively.

## **LEGAL ASSISTANCE**

You do not need a lawyer to represent you in Magistrate's Court, although you may have one. If in doubt, consult an attorney. If you do not have an attorney or do not know whether you need one, you may call the Lawyer Referral Service (see Directory). For a nominal consultation fee you will receive a half-hour consultation with an attorney. If you cannot afford an attorney, have a valid claim or defense and meet the income guidelines of the Legal Services of Southern Piedmont, Inc. (see Directory), you may receive legal assistance from that agency at no cost.

### **LIMIT OF CLAIMS**

The amount of money or the value of property involved in a Magistrate's Court case is currently limited to four thousand dollars (\$4000.00).

### **FILING PROCEDURE**

Forms for filing suit in Magistrate's Court may be obtained at the office of the Clerk of Superior Court (see Directory) in the county in which the person being sued lives or the company being sued is located.

Read the instructions and fill out the forms. Be sure to state the exact nature of the complaint and the exact name and address of each person or company being sued. If you do not know how to sue a company, consult an attorney.

Determine the trial date and time with the clerk's office and prepare a summons for each person being sued. A summons and complaint form must be delivered by the sheriff's office to each person being sued. The person who files the suit must provide the sheriff with stamped and addressed envelopes for each defendant to be served.

### **TRIAL**

Trial will be set within thirty days after filing of the suit. During that time, collect all records relating to the complaint and inform witnesses of the trial date and time. If a witness refuses to appear voluntarily, you may obtain, from the clerk's office, a subpoena that requires the witness to be present. The sheriff's office will deliver the subpoena. Subpoenaed witnesses (up to a limit of two) are entitled to a fee and travel expenses for testifying. These fees may be added to the court costs paid by the losing party. At trial, both you and the person or persons being sued will be given an opportunity to present evidence and interview witnesses. Both the complainant (called the plaintiff) and the defendant can ask questions and question each other's witnesses. The magistrate may also ask questions. All persons testifying are placed under oath to ensure they tell the truth. There is no jury; the magistrate will make a decision based on evidence presented at the trial. The decision may be given as soon as the trial ends; it must be made within ten days.

### **IF YOU ARE SUED**

If a suit is filed against you, as a renter, in Magistrate's Court, you will receive a summons to appear in court on a certain date and time. You will also receive a copy of the complaint against you. Generally, these will be served by the sheriff's office, both by mail and in person. Court is a formal proceeding and inappropriate behavior will not be tolerated; rules of evidence and rules of civil procedure are applied just as in higher courts.

If you have a counterclaim against the complainant or a defense that charges the complainant with a violation of law, you may present this at trial. For example, a property owner or manager

may sue you for unpaid rent. You may defend yourself against this charge by claiming the property rented was not fit for habitation. However, to do so your answer and counterclaim must be in writing, and you must serve the plaintiff with a copy before trial starts.

If the magistrate rules in your favor, the case is over unless the complainant appeals the decision. If you lose the case, you may appeal the decision. If no appeal is made, the person who loses the case must pay the judgment of the magistrate.

## **APPEAL**

To appeal a magistrate's decision, the person appealing may tell the magistrate, while the other party is still in court that he/she wants to appeal. This will constitute legal notice of appeal. Appeal may also be made in writing to the Clerk of Superior Court and sent to all parties to the case within ten days of the magistrate's judgment. An appeal may be heard before a jury if either party requests it. There is a fee for filing an appeal. Appeals are heard in District Court. A person filing an appeal should consult an attorney to assure that proper procedure is followed and that his/her rights to appeal are not forfeited. Filing an appeal will stop execution of a magistrate's decision as to money owed (stay the judgment) so long as all fees and other costs are paid. Any low-income tenant who cannot afford the appeal fee may qualify as indigent and be excused from paying by the Clerk of Superior Court.

If a magistrate has ordered a tenant to be evicted and the tenant has appealed, the tenant must do several additional things to stay in possession of the property while awaiting a new trial. In cases in which a landlord claims a tenant owes rent, the magistrate must determine how much of that claim is not disputed by the tenant. Generally, the Clerk of Court will require the tenant to pay the amount of back rent not disputed, according to the magistrate's determination. Only if a tenant qualifies as indigent will he/she be excused from paying the undisputed back rent claim.

If an eviction claim is based on non-payment of rent, every tenant (including indigents) must pay the portion of rent for the days remaining in the month after the magistrate's judgment—unless the judgment was made during the last five days of the month. For example, if a magistrate entered the judgment on June 15, a tenant would have to pay rent for the second half of that month (the remaining fifteen days of the regular monthly rent – 15/30). But if the judgment was entered on November 26, a tenant would be excused from paying the last four days of the rent (4/30) because the judgment was entered during the last five days of the month.

In every case, a tenant must sign a rent appeal bond promising to pay all future rents that become due after the entry of the magistrate's judgment. These payments must be made to the Clerk of Superior Court within five workdays (not counting weekends and holidays) of the due date in the lease. If a tenant fails to make any rent payment on time, a landlord may pay for a writ for possession that would cause the sheriff to evict the tenant approximately one week later.

However, if a even if a tenant is late, a landlord gets a writ for possession and the tenant is removed from his/her home, the tenant's appeal is still in effect. If the tenant wins in a new trial, the landlord may be required to let the tenant move back and to pay the tenant's expenses caused by the temporary eviction. If the landlord has not obtained a writ when a tenant is late, the tenant may still pay the rent. Finally, the trial in District Court will be, in effect, a new trial (de novo) and each party will present his/her case as though it had not been tried before. Judgment of the District Court is final and cannot be appealed on the basis of facts at issue. It may, however, be appealed on any permissible legal grounds to the North Carolina Court of Appeals in Raleigh.

## **DIRECTORY OF SERVICES AND AGENCIES**

City of Durham and Durham County

The following services are listed in alphabetical order by type of service. See the Directory of Agencies for a list of offices and agencies providing these services.

For a more complete listing of human services, consult the telephone directory, city, county, state and federal offices and agencies are also listed in the telephone book.

## **Fair Housing Resources and Links**

**City of Durham**  
Human Relations Department  
101 City Hall Plaza  
Durham, NC 27701  
Ph. : (919) 560-4107  
Fax : (919) 560-4092  
Website: [www.ci.durham.nc.us](http://www.ci.durham.nc.us)

**US Department of Housing and Urban Development**  
Ashville Building  
1500 Pinecroft Rd. Suite 401  
Greensboro, NC 27407  
Ph: (336) 547-4050  
Fax: (336) 547-4146  
Website: [www.hud.gov](http://www.hud.gov)

**US Department of Housing and Urban Development**  
Southeast/Caribbean Fair-Housing Enforcement Center  
Richard B. Russell Federal Building  
75 Spring Street, SW  
Atlanta, GA 30303-3388  
Ph: (404) 331-5140  
Fax: (404) 331-1021  
Website: [www.hud.gov](http://www.hud.gov)

**Housing Authority of the City of Durham**  
337 E. Peabody  
Durham, NC 27701  
Ph: (919) 683-1551  
Fax: (919) 683-1237  
Website: [www.durhamhousingauthority.org](http://www.durhamhousingauthority.org)

**Durham Association of Realtors**  
3200 Croasdaile De.  
Durham, NC 27705  
Ph: (919) 383-2117  
Fax: (919) 383-6073  
Website: [www.durhamrealtors.org](http://www.durhamrealtors.org)

**City of Durham Housing and Community Development**  
401 E. Lake Ave.  
Durham, NC 27707  
Ph: (919) 560-4570  
Fax: (919) 560-4090  
Website: [www.ci.durham.nc.us](http://www.ci.durham.nc.us)

**North Carolina Housing Counseling Agencies**  
Durham Affordable Housing Coalition  
331 W. Main St. Suite 408  
Durham, NC 27701  
Ph: (919) 683-1185  
Fax: (919) 688-0082  
Website: [www.dahc.org](http://www.dahc.org)

**The North Carolina Fair Housing Center**  
114 W. Parrish St.  
Durham, NC 27701  
Ph: (919) 667-0888  
Fax: (919) 667-1558  
Website: [www.fairhousing/nc.us](http://www.fairhousing/nc.us)

**North Carolina Minority Credit Union Support Center**  
123 W. Main St.  
Durham, NC 27701  
Ph: (919) 530-1683  
Fax: (919) 530-1684  
Website: [www.ncmsc.org](http://www.ncmsc.org)

**Consumer Credit Counseling Service of Durham**  
Durham, NC 27701  
Ph: (919) 688-3381  
FAX: (919) 682-4021  
Website: [www.nchomeloan.com/reversemtg/counseling](http://www.nchomeloan.com/reversemtg/counseling)

**SERVICES**

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|---|---------------------|
| <b>Aids Community Residence Association</b> | <b>956-7901</b>     |
| <b>FAX</b>                                  | <b>956-7718</b>     |
| <b>Alcohol Drug Abuse Treatment Center</b>  | <b>575-7928</b>     |
| <b>Alcohol Anonymous</b>                    | <b>286-9499</b>     |
| <b>Amedisys Home Health INC.</b>            | <b>800-672-5905</b> |
| <b>FAX</b>                                  | <b>929-1344</b>     |
| <b>American Red Cross</b>                   | <b>489-6541</b>     |
| <b>FAX</b>                                  | <b>493-5272</b>     |
| <b>Animal Protection Society Of Durham</b>  | <b>560-0640</b>     |

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| <b>Asthma Information Center</b>  | <b>489-7098</b>                            |
| <b>Autism Society Of North Carolina<br/>FAX</b>   | <b>743-0204<br/>743-0208</b>               |
| <b>Beginnings For Parents Of Children Who<br/>Are Deaf or Hard Of Hearing, INC.<br/>FOR PARENTS</b> | <b>571-4843<br/><br/>800-541-<br/>HEAR</b> |
| <b>Better Business Bureau<br/>FAX</b>   | <b>688-6143<br/>954-0622</b>               |
| <b>Carolina Legal Assistance, INC</b>   | <b>856-2195</b>                            |
| <b>Carolina Poison Center</b>   | <b>800-848-<br/>6946</b>                   |
| <b>Cenrto Hispanic, EL</b>  | <b>687-4635</b>                            |
| <b>Chapter 13 Bankruptcy Office</b>   | <b>688-8065</b>                            |
| <b>Child Abuse Hotline</b>  | <b>800-422-<br/>4453</b>                   |
| <b>Child And Parent Support Services (CAPS)</b>   | <b>419-3474</b>                            |
| <b>Child Care Services Association</b>  | <b>403-6950</b>                            |
| <b>Community Outreach Program<br/>For Education (COPE)</b>  | <b>560-3960<br/>ext. 242</b>               |
| <b>Community Shelter</b>  | <b>688-2593</b>                            |
| <b>Crime Stoppers (Hotline 24hrs)</b>   | <b>683-1200</b>                            |
| <b>Crest Street Community Council, Inc</b>  | <b>286-4868</b>                            |
| <b>Delinquent Diversion Program</b>   | <b>560-8362</b>                            |
| <b>Disability Hotline</b>   | <b>800-821-<br/>6922</b>                   |
| <b>Duke Family Medicine Center</b>  | <b>684-6721</b>                            |
| <b>Duke Power Company</b>   | <b>382-3200</b>                            |
| <b>Duke University Employee and Family Programs</b>   | <b>672-6613</b>                            |
| <b>Duke University Health System</b>  | <b>684-8111</b>                            |
| <b>Durham Affordable Housing Coalition</b>  | <b>683-1185</b>                            |
| <b><i>Durham City Government (Info-Line)</i></b>  | <b>560-4636</b>                            |

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| <b>City Hall –Main Number</b>                            | <b>560-4100</b> |
| <b>Public Information Office</b>                         | <b>560-4480</b> |
| <b>Durham City Government<br/>Delinquent Collections</b> | <b>560-4700</b> |
| <b>Durham Community Land Trustees</b>                    | <b>490-0063</b> |
| <b>Dept. Of Housing and Community Development</b>        | <b>560-4570</b> |
| <b>Environmental Resources</b>                           | <b>560-4381</b> |
| <b>Equal Opportunity/Equity Assurance</b>                | <b>560-4180</b> |
| <b>Finance</b>   | <b>560-4508</b> |
| <b>Human Resources</b>                                   | <b>560-4214</b> |
| <b>Office of Records Management</b>                      | <b>560-4166</b> |
| <b>Public Works</b>                                      | <b>560-4326</b> |
| <b>Solid Waste Management Department</b>                 | <b>560-4185</b> |
| <b>Transportation</b>                                    | <b>560-4366</b> |
| <b>Water Conservation/Efficiency</b>                     | <b>560-4381</b> |
| <b>Durham Committee on Affairs of Black People</b>       | <b>682-1660</b> |
| <b><i>Durham City Government<br/>Officials:</i></b>      |                 |
| <b>Mayor</b>   | <b>560-4333</b> |
| <b>City Attorney</b>                                     | <b>560-4158</b> |
| <b>City Clerk</b>  | <b>560-4166</b> |
| <b>City Council</b>                                      | <b>560-4396</b> |
| <b>City Manager</b>                                      | <b>560-4222</b> |
| <b>TTY</b>   | <b>560-5600</b> |
| <b><i>Durham County Government:</i></b>                  |                 |
| <b>Durham County Government</b>                          | <b>560-0001</b> |
| <b>Board of County Commissioners</b>                     | <b>560-0025</b> |
| <b>County Attorney</b>                                   | <b>560-0706</b> |
| <b>County Manager</b>                                    | <b>560-0000</b> |
| <b>Public Information</b>                                | <b>560-0008</b> |

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| <b>Public Information technology Coordinator</b> | <b>560-0007</b>           |
| <b>Durham County Habitat for Humanity</b>        | <b>682-0516</b>           |
| <b>Animal Control Department</b>                 | <b>560-0630</b>           |
| <b>Board Of Elections</b>                        | <b>560-0700</b>           |
| <b>Criminal Justice Resource Center (CRJC)</b>   | <b>560-0500</b>           |
| <b>Finance</b>                                   | <b>560-0035</b>           |
| <b>Fire Marshall</b>                             | <b>560-0660</b>           |
| <b>General Services</b>                          | <b>560-0430</b>           |
| <b>Health Department</b>                         | <b>560-7600<br/>/7650</b> |
| <b>Clinic</b>                                    | <b>560-7600</b>           |
| <b>Dental Clinic</b>                             | <b>560-7680</b>           |
| <b>Early Intervention Clinic</b>                 | <b>560-7726</b>           |
| <b>Environmental Health Division</b>             | <b>560-7800</b>           |
| <b>Health Education</b>                          | <b>560-7760</b>           |
| <b>Laboratory (includes pregnancy test)</b>      | <b>560-7618</b>           |
| <b>Nursing Division</b>                          | <b>560-7700</b>           |
| <b>Nutrition Services</b>                        | <b>560-7780</b>           |
| <b>Public Health Laboratory</b>                  | <b>560-7618</b>           |
| <b>Vital Statistics</b>                          | <b>560-7670</b>           |
| <b>Wellness for Life</b>                         | <b>560-7760</b>           |
| <b>Human Resources</b>                           | <b>560-7900</b>           |
| <b>Library</b>                                   | <b>560-0100</b>           |
| <b>Register of Deeds</b>                         | <b>560-0481</b>           |
| <b>Sheriff</b>                                   | <b>560-0900</b>           |
| <b>Social Service Department</b>                 | <b>560-8000</b>           |
| <b>Soil and Water Conservation District</b>      | <b>560-0559</b>           |
| <b>Tax Administrator</b>                         | <b>560-0300</b>           |

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| <b>Veterans Service Office</b>                  | <b>560-8387</b> |
| <b>Waste Water Treatment Plant</b>              | <b>544-8280</b> |
| <b>Youth Detention Home</b>                     | <b>560-0840</b> |
| <b><i>Superior Court:</i></b>                   |                 |
| <b>Clerk of Superior Court</b>                  | <b>560-6831</b> |
| <b>Accounting</b>                               | <b>560-6842</b> |
| <b><i>Civil Division:</i></b>                   |                 |
| <b>District Civil Court</b>                     | <b>560-6831</b> |
| <b>Civil Superior</b>                           | <b>560-6823</b> |
| <b>Criminal District</b>                        | <b>560-6821</b> |
| <b>Criminal Superior</b>                        | <b>560-6829</b> |
| <b>Estates Office</b>                           | <b>560-6835</b> |
| <b>Jury Clerk</b>                               | <b>560-6843</b> |
| <b>Special Proceedings/Administrative</b>       | <b>560-6833</b> |
| <b>Juvenile Clerk</b>                           | <b>560-6843</b> |
| <b><i>Judges:</i></b>                           |                 |
| <b>District Court</b>                           | <b>560-6807</b> |
| <b>Superior Court</b>                           | <b>560-6814</b> |
| <b>Juvenile</b>                                 | <b>560-6824</b> |
| <b><i>Magistrates</i></b>                       |                 |
| <b>Criminal Magistrates</b>                     | <b>560-6826</b> |
| <b>Civil Magistrates</b>                        | <b>560-6828</b> |
| <b>Trial Court Administrator</b>                | <b>560-6830</b> |
| <b>Durham Fire Department</b>                   | <b>560-4242</b> |
| <b>Durham Human Relations Commission</b>        | <b>560-4107</b> |
| <b>Durham Police Department</b>                 | <b>560-4427</b> |
| <b>Durham Public Schools (Main Switchboard)</b> | <b>560-2000</b> |
| <b><i>Hospital:</i></b>                         |                 |
| <b>Departments of Veterans Affair</b>           | <b>286-0411</b> |

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| <b>Durham Regional Hospital</b>                           | <b>470-4000</b>     |
| <b>Lenox Baker Children's Hospital</b>                    | <b>684-6669</b>     |
| <b>NC Eye and Ear Hospital (Voice and TDD)</b>            | <b>682-9341</b>     |
| <b>Durham Rescue Mission, Inc</b>                         | <b>688-9641</b>     |
| <b>Duke University Health System</b>                      | <b>688-8111</b>     |
| <b>UNC Health Care Hospital</b>                           | <b>966-7890</b>     |
| <b><i>College:</i></b>                                    |                     |
| <b>Durham Technical Community College</b>                 | <b>686-3448</b>     |
| <b>Equal Employment Opportunity</b>                       | <b>800-669-4000</b> |
| <b>Family Counseling Service of Durham</b>                | <b>403-3534</b>     |
| <b>Federal Bureau Of Investigation</b>                    | <b>233-7701</b>     |
| <b>Genesis Home</b>                                       | <b>683-5878</b>     |
| <b>Housing and Urban Development (HUD)</b>                | <b>336-547-4000</b> |
| <b>Housing Authority of the City Of Durham</b>            | <b>683-1551</b>     |
| <b>Immigration and Naturalization Service (automated)</b> | <b>704-672-6990</b> |
| <b>Independent Living Rehabilitation Program</b>          | <b>560-6815</b>     |
| <b>Rape Crisis Intervention</b>                           | <b>828-3005</b>     |
| <b>Battered Women's Assistance</b>                        | <b>828-7740</b>     |
| <b>Internal Revenue Service</b>                           | <b>800-829-1040</b> |
| <b>John Avery Boys and Girls Club, Inc</b>                | <b>688-7315</b>     |
| <b>Keer- Lee Community Center 9info Line)</b>             | <b>530-1427</b>     |
| <b>Learning Disabilities Association of Durham</b>        | <b>489-1700</b>     |
| <b>Lincoln Community Health Center</b>                    | <b>956-4000</b>     |
| <b>Marriage and Family Counseling Center</b>              | <b>489- 6452</b>    |
| <b>Meals on Wheels of Durham, Inc</b>                     | <b>220-4400</b>     |
| <b>Memorial Society of the Triangle</b>                   | <b>834-6898</b>     |

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| <b>Methodist Retirement Community</b>                             | <b>383-2567</b>          |
| <b>Murdoch Center</b>   | <b>575-7734<br/>7742</b> |
| <b>Narcotics Anonymous</b>  | <b>755-5391</b>          |
| <b>National Association for the Advancement of Colored People</b> | <b>682-4930</b>          |
| <b>National Weather Service</b>                                   | <b>683-8306</b>          |
| <b>NC Family Health resource Line (Hotline)</b>                   | <b>800-367-<br/>2229</b> |
| <b>North Carolina Central University (info)</b>                   | <b>530-6100</b>          |
| <b>NC Fair Housing Center</b>                                     | <b>667-0888</b>          |
| <b>NC Lawyer Referral Service</b>                                 | <b>800-662-<br/>7660</b> |
| <b>NC Occupational Safety and Health Project</b>                  | <b>286-9249</b>          |
| <b>NC School of Sciences and Mathematics</b>                      | <b>286-3366</b>          |
| <b><i>NC State Government Department of Administration</i></b>    |                          |
| <b>Division of Veterans Affairs</b>                               | <b>560-6672</b>          |
| <b><i>NC State Government Department of Corrections</i></b>       |                          |
| <b>Division of Community Corrections</b>                          | <b>560-6871</b>          |
| <b>Division of Intensive Probation</b>                            | <b>560-6036</b>          |
| <b>Durham Correctional Center</b>                                 | <b>477-2314</b>          |
| <b><i>NC State Government Department Justice</i></b>              |                          |
| <b>District Attorney</b>  | <b>560-6044</b>          |
| <b>State Bureau of Investigation</b>                              | <b>560-6868</b>          |
| <b><i>NC State Government Department of Revenue</i></b>           |                          |
| <b>Division of the Department of Revenue</b>                      | <b>560-6801</b>          |
| <b><i>NC State Government Department of Transportation</i></b>    |                          |
| <b>Information</b>  | <b>560-6851<br/>6852</b> |
| <b>Division of Motor Vehicles</b>                                 | <b>560-6896</b>          |
| <b>NC Against Racist and Religious Violence</b>                   | <b>688-5965</b>          |

|   |                     |
|---|---------------------|
| <b>NC Against the Death Penalty</b>                             | <b>836-8876</b>     |
| <b>NC Legal Assistance Program</b>                              | <b>688-6396</b>     |
| <b><i>Operations Breakthrough, Inc (main office)</i></b>        | <b>688-8111</b>     |
| <b>ABE/GED Classes</b>  | <b>598-9266</b>     |
| <b>Family Empowerment Act to Self-Sufficiency</b>               | <b>683-8731</b>     |
| <b>Head Start Program</b>                                       | <b>688-5541</b>     |
| <b>Housing Development</b>                                      | <b>688-8111</b>     |
| <b>Housing Services</b>   | <b>682-9657</b>     |
| <b>Smart Start Transportation</b>                               | <b>688-4702</b>     |
| <b>Weatherization Program</b>                                   | <b>682-0421</b>     |
| <b>Wrap Around</b>  | <b>688-5541</b>     |
| <b>Physical Referral Services</b>                               | <b>403-4374</b>     |
| <b>Pregnancy Support Services</b>                               | <b>490-0203</b>     |
| <b>Recovery, Inc</b>  | <b>954-9469</b>     |
| <b>Ronald McDonald House</b>                                    | <b>286-9305</b>     |
| <b>Rose Manor Health Care Center</b>                            | <b>477-9805</b>     |
| <b>Salvation Army</b>   | <b>688-7306</b>     |
| <b>Self- Help Credit Union</b>                                  | <b>956-4400</b>     |
| <b>Social Security Administration</b>                           | <b>800-772-1213</b> |
| <b>Medicare</b>   | <b>800-672-3071</b> |
| <b>ToT-Line Child Care Resource and Referral Services</b>       | <b>403-6955</b>     |
| <b>Trey burn Rehabilitation</b>                                 | <b>477-4474</b>     |
| <b>Trinity House</b>  | <b>419-0020</b>     |
| <b>Triangle Lifeline</b>  | <b>470-8555</b>     |
| <b>Triangle Residential Options for Substance Abuse (TROSA)</b> | <b>419-1059</b>     |
| <b>Troy House</b>   | <b>683-8331</b>     |
| <b>UDI Community Development Corporation</b>                    | <b>544-4597</b>     |

***UNC Health Care:***

|   |                          |
|---|--------------------------|
| <b>Burn Center</b>                                | <b>966-3571</b>          |
| <b>Inpatient Admission</b>                        | <b>966-2051</b>          |
| <b>Patient Relations</b>                          | <b>966-5006</b>          |
| <b>Pre-Care Admission</b>                         | <b>966-2273</b>          |
| <b>Rape Crisis Calls</b>                          | <b>966-4721</b>          |
| <b>Social Services</b>                            | <b>966-2031</b>          |
| <b>Volunteer Services</b>                         | <b>966-4793</b>          |
| <b><i>University Of North Carolina (Info)</i></b> | <b><i>962-2211</i></b>   |
| <b>Child Development Institute</b>                | <b>800-942-<br/>KIDS</b> |
| <b>Emergency Only</b>                             | <b>966-5171</b>          |
| <b>US Force Recruiting Office</b>                 | <b>490-6344</b>          |
| <b>US Army Recruiting Office</b>                  | <b>490-6671</b>          |
| <b>US Marine Corps Recruiting Office</b>          | <b>490-6339</b>          |
| <b>US Navy Recruiting Branch Station</b>          | <b>490-6289</b>          |
| <b>US Postal Service</b>                          | <b>800-275-<br/>8777</b> |
| <b>West End Community Center</b>                  | <b>493-7382</b>          |