

# North Carolina Month-to-Month Rental Agreement

General template, not legal advice. Have a North Carolina attorney review before use. Last reviewed October 29, 2026.

This Month-to-Month Rental Agreement (the "Agreement") is made on \_\_\_\_\_ (Date signed) between the landlord and the tenant or tenants named below, for a home located in North Carolina. The law of that state governs this Agreement.

## 1. Parties

Landlord or managing agent

Landlord address for notices

Landlord phone and email

Tenant 1 full name

Tenant 2 full name

Other occupants

Each tenant who signs is fully responsible for all rent and other obligations under this Agreement.

## 2. Property

Street address and unit

City, state and ZIP

Parking or storage included

Appliances and furniture included

## 3. Monthly term

The tenancy starts on \_\_\_\_\_ (Start date) and continues from month to month. Each rental period starts on the \_\_\_\_\_ (First day of each period) day of the month. There is no fixed end date.

## 4. Ending the tenancy

Either party may end this tenancy by giving the other written notice at least \_\_\_\_\_ (Notice period in days) days before the end of a rental period, or any longer period that North Carolina law requires for the length of this tenancy. Notice from one tenant ends the tenancy for all tenants unless the landlord agrees otherwise in writing.

A landlord's notice to end the tenancy must comply with any state or local rule that requires a reason, a longer notice period, or relocation help. The landlord will not end the tenancy to retaliate against the tenant or for any discriminatory reason.

Notice to end a month-to-month tenancy in North Carolina: A month-to-month tenancy can be ended by either side with 7 days of notice, unless the lease requires more. (N.C. General Statutes section 42-14)

## 5. Rent

Rent is \$\_\_\_\_\_ (Monthly rent) per month, due in advance on the \_\_\_\_\_ (Due day) day of each month, paid by \_\_\_\_\_ (Accepted payment methods). Rent for the first partial month is \$\_\_\_\_\_ (Prorated first month rent).

If rent is not received within \_\_\_\_\_ (Grace period in days) days after it is due, a late charge of \$\_\_\_\_\_ (Late charge) applies, to the extent allowed by law. Returned payments incur a fee of \$\_\_\_\_\_ (Returned payment fee).

Late fee limits in North Carolina: For monthly rent, a late fee may not exceed \$15 or 5 percent of the monthly rent, whichever is greater, and may be charged only once per late payment. (N.C. General Statutes section 42-46)

## 6. Changes to rent or terms

The landlord may change the rent or other terms by giving written notice at least as far in advance as North Carolina law and any local ordinance require. A change takes effect at the start of a rental period after the notice period ends.

Rent increase notice: \_\_\_\_\_ (check the rule in North Carolina)

Rent control in North Carolina: Counties and cities may not enact or enforce any ordinance that regulates the amount of rent for private residential or commercial property. (N.C. General Statutes section 42-14.1)

## 7. Security deposit

The tenant pays a security deposit of \$\_\_\_\_\_ (Security deposit amount) on signing. The landlord may use it for unpaid rent, damage beyond normal wear and tear, and cleaning needed to restore move-in condition. The balance and an itemized statement go to the tenant's forwarding address within the deadline set by North Carolina law.

Deposit limit in North Carolina: A deposit may not exceed two weeks of rent for a week-to-week tenancy, one and a half months for month-to-month, and two months for longer terms. (N.C. General Statutes section 42-51)

Deposit return deadline in North Carolina: The landlord must return the deposit, with an itemized list of any damage, within 30 days after the tenancy ends, or send an interim accounting then and a final one within 60 days if the claim is not yet known. (N.C. General Statutes section 42-52)

## 8. Utilities

Tenant pays: \_\_\_\_\_ (Utilities paid by tenant). Landlord pays: \_\_\_\_\_ (Utilities paid by landlord).

## 9. Use, guests and pets

The home is a private residence for the people named above. Guests may stay up to \_\_\_\_\_ (Maximum guest stay in days) days in a row. Pets are \_\_\_\_\_ (Allowed, allowed with approval, or not allowed); approved pets: \_\_\_\_\_ (Approved pets). Assistance animals are handled under fair housing law, not this pet clause. Smoking inside is \_\_\_\_\_ (Allowed or not allowed).

## 10. Care, repairs and alterations

The landlord keeps the home safe and fit to live in and makes needed repairs within a reasonable time after notice. The tenant keeps the home clean, reports problems promptly in writing to \_\_\_\_\_ (How to request repairs), and pays for damage caused by the tenant, occupants, guests or pets. The tenant makes no alterations without written consent.

## 11. Entry

The landlord may enter at reasonable times for inspections, repairs and showings after giving the advance notice North Carolina law requires, and at any time in an emergency.

Entry notice: \_\_\_\_\_ (check the rule in North Carolina)

## 12. Subletting

The tenant may not sublet, assign, or rent the home for short stays without the landlord's written consent.

## 13. Default

If rent is unpaid or another term is broken, the landlord may serve the notice North Carolina law requires and, if the problem is not cured, end the tenancy through the courts. The landlord will not use lockouts, utility shutoffs or removal of belongings to force the tenant out.

Notice for unpaid rent in North Carolina: When the lease sets a rent due date, the landlord may end the tenancy after making a demand for past due rent and waiting 10 days without payment, unless the lease sets a different rule. (N.C. General Statutes section 42-3)

## 14. Moving out

On move-out the tenant returns all keys, removes belongings, leaves the home clean, and gives a forwarding address in writing.

## 15. Disclosures

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ House or community rules
- ☐ State or local disclosures that may also be required: check

State disclosures in North Carolina: Homes built before 1978 need the federal lead-based paint disclosure and the EPA pamphlet. (Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4852d)) Within 30 days after the lease starts, the landlord must tell the tenant where the deposit is held or which insurer issued the bond. (N.C. General Statutes section 42-50) The landlord must provide working smoke alarms, and carbon monoxide alarms where the home has a fossil fuel heater, appliance, fireplace or attached garage. (N.C. General Statutes section 42-42)

## 16. General terms

This Agreement and its attachments are the full agreement. Changes are made in writing, except rent or term changes made by proper notice under section 6. If one part is unenforceable, the rest remains. Electronic signatures count as originals.

## 17. Signatures

\_\_\_\_\_  
Landlord or agent signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant 1 signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant 2 signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

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