

North Carolina Residential Lease Agreement

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

This Residential Lease Agreement (the "Lease") is made on _____ (Date signed) between the landlord and the tenant or tenants named below. The property is located in North Carolina, and the law of that state governs this Lease.

1. Parties

Landlord or managing agent (legal name)

Landlord mailing address for notices

Landlord phone and email

Tenant 1 full name

Tenant 2 full name

Tenant 3 full name

Each tenant who signs is jointly and severally responsible for every obligation in this Lease. That means the landlord may ask any one tenant for the full rent or the full cost of damage, not just a share.

2. Property

Street address

Unit number

City, state and ZIP

Parking space or garage

Storage area

Furniture and appliances included

3. Term

The Lease begins on _____ (Start date) and ends at 11:59 p.m. on _____ (End date). If the tenant stays after the end date with the landlord's written consent and no new lease is signed, the tenancy continues month to month on the same terms, and either party may end it with the written notice required by North Carolina law.

4. Rent

Monthly rent is \$_____ (Monthly rent), due in advance on the _____ (Due day) day of each month. Rent for any partial first month is \$_____ (Prorated first month rent). Rent is paid by _____ (Accepted payment methods) to _____ (Payee or payment portal). Payment is made when the landlord receives it, not when it is sent.

A payment that is returned unpaid by the bank incurs a fee of \$_____ (Returned payment fee), to the extent allowed by law. After two returned payments the landlord may require certified funds or electronic payment.

5. Late charges

If rent is not received by the end of the _____ (Grace period in days) day grace period, the tenant owes a late charge of \$_____ (Late charge). The parties agree this amount is a reasonable estimate of the landlord's costs from late payment and is not a penalty. A late charge never excuses late rent or waives the landlord's other remedies.

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)

Required grace period in North Carolina: A late fee may be charged only when rent is five calendar days or more late, counting from the day after it was due. (N.C. General Statutes section 42-46)

6. Security deposit

On signing, the tenant pays a security deposit of \$_____ (Security deposit amount). The deposit is not prepaid rent and may not be used by the tenant as the last month's rent. The landlord holds it at _____ (Bank or account where held, if required).

After the tenant moves out and returns the keys, the landlord may deduct unpaid rent, the cost to repair damage beyond normal wear and tear, cleaning needed to return the home to its move-in condition, and other amounts the tenant owes under this Lease. The landlord will return the balance with an itemized list of deductions to the tenant's forwarding address within the time North Carolina law requires.

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)

Interest on deposits: _____ (check the rule in North Carolina)

7. Other charges and fees

Item	Amount	When due
Pet deposit or pet rent		
Parking		
Storage		
Utility reimbursement		

Item	Amount	When due
Other		

8. Utilities and services

The tenant arranges and pays for these utilities and services: _____ (Utilities paid by tenant). The landlord pays for: _____ (Utilities paid by landlord). The tenant keeps utilities the tenant pays for connected through the end of the Lease.

9. Occupants and guests

Only the tenants named above and these occupants may live in the home: _____ (Other occupants and their ages). A guest may stay up to _____ (Maximum guest stay in days) days in any six month period. A guest who stays longer needs the landlord's written approval and may be asked to apply.

10. Use of the property

The home is for private residential use only. The tenant will not use it for any unlawful purpose, will not disturb neighbors, and will follow any house rules or community rules given in writing. A copy of current rules is attached if marked here: _____ (Rules attached: yes or no).

11. Pets

No animals are allowed without the landlord's written consent, except assistance animals that the tenant has a legal right to keep. Approved pets: _____ (Approved pets: type, breed, weight). The tenant is responsible for any damage, waste or noise caused by an animal.

12. Smoking

Smoking and vaping of any substance are _____ (Allowed or not allowed) inside the home and _____ (Allowed or not allowed) on balconies, patios and common areas.

13. Maintenance and repairs

The landlord keeps the structure, roof, plumbing, heating, electrical systems and supplied appliances in working order and makes repairs within a reasonable time after notice, as North Carolina law requires. The tenant keeps the home clean and sanitary, replaces light bulbs and batteries in smoke and carbon monoxide alarms, and promptly reports leaks, mold, pests and broken items in writing.

Repair requests go to _____ (How to request repairs: portal, email or phone). For emergencies such as flooding, gas smells, fire or no heat in freezing weather, the tenant calls _____ (Emergency phone) and, where there is danger, emergency services first.

The tenant pays for repairs needed because of the tenant's, an occupant's, a guest's or a pet's misuse or negligence.

14. Alterations

The tenant will not paint, install fixtures, change locks, or make other alterations without written consent. Approved alterations stay with the home unless the landlord asks for them to be removed and the home restored.

15. Landlord entry

The landlord may enter at reasonable times to inspect, make repairs, or show the home to buyers, lenders or new tenants, after giving the advance notice North Carolina law requires. The landlord may enter without notice in an emergency or if the tenant has abandoned the home.

Entry notice: _____ (check the rule in North Carolina)

16. Subletting and assignment

The tenant may not sublet any part of the home, assign this Lease, or list the home for short-term stays without the landlord's prior written consent.

17. Insurance

The landlord's insurance does not cover the tenant's belongings or the tenant's liability. Renters insurance with at least \$_____ (Minimum liability coverage) in liability coverage is _____ (Required or recommended).

18. Default

If the tenant fails to pay rent when due or breaks another term of this Lease, the landlord may give the written notice required by North Carolina law and, if the problem is not fixed within the notice period, end the tenancy through the court process. The landlord will not remove the tenant, change the locks, or shut off utilities without a court order.

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)

Notice for other lease violations: _____ (check the rule in North Carolina)

19. Moving out

At the end of the Lease the tenant returns all keys, fobs and remotes, removes all belongings, leaves the home clean, and gives the landlord a forwarding address in writing. The parties will try to inspect the home together before move-out.

20. Notices

Notices under this Lease are given in writing to the landlord at the address above and to the tenant at the property, or by email if both parties agree here: _____ (Email notices allowed: yes or no).

21. Disclosures

The landlord gives the tenant the following disclosures, which are attached or acknowledged below. Homes built before 1978 require the federal lead-based paint disclosure and pamphlet. Other disclosures may also be required where the home is located: check.

- ☐ Lead-based paint disclosure and pamphlet (homes built before 1978)
- ☐ Move-in condition checklist
- ☐ Community or house rules
- ☐ Mold, radon, flood or other state or local disclosures
- ☐ Name and address of the owner or agent authorized to receive notices

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)

22. General terms

This Lease, with its attachments, is the whole agreement between the parties. Changes must be in writing and signed by both parties. If a court finds any part of this Lease unenforceable, the rest stays in effect. A party's delay in enforcing a term does not waive it. Electronic signatures count as originals.

23. Signatures

By signing, each party confirms they have read this Lease and received a copy.

Landlord or agent signature

Printed name

Date

Tenant 1 signature

Printed name

Date

Tenant 2 signature

Printed name

Date

Tenant 3 signature

Printed name

Date

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