

100 Ways to Generate Revenue From Owners, Tenants, and Others

Category	From Owners	From Tenants	Others	When?
1. Marketing for Owners				
2. Signing Up Owners	Sign Up fee Open Owner Portal Set Up ACH Prepare Entity Documents Marketing Fee Private Utilities Management Fee Locating Keys Punch List Fee Oversee Owner's vendors Chase Down HOA Documents			
3. Marketing the Property	Spread on Ads Outside Leasing Bonus Virtual Tour Spread Utility management Special HOA Signage Termination Fee Nuisance Trip Fee Extended Marketing Fee			
4. Signing Up Tenants	Extra Data Collection Schedule Personal Property Utilities Off Find Pool Keys Procurement Fee	Application Fee Co-signer Fee Co-signer Document Set Up Utilities Notary fee Forget Utility Change Over Move In Admin Fee		

Category	From Owners	From Tenants	Others	When?
		Rush Move Fee After Hours Fee Changing the Move In Date Late Arrival Fee Stand Up Fee		
5. Managing the Money	Monthly Management Fee Stop Payment Fee Re-issue Check fee Negative Owner Balance Funding Fee Mortgage Payment Fee Out of Cycle Statement Association Payment Fee	Late Fee NSF Fee Purchase Late Fee Coupons Personal Check Fee Installment Note Admin Fee Consent Payment Admin Dispo Fee Returning Check Fee		
6. Managing the Owner	Annual Inspections Property Visits Change Ownership Fee Meet Someone at the Property Foreclosure Fee Early Termination Fee Copies of Old Statements CMA & Tax Records Renewal fee Paper Statement and/or Check			
7. Managing the Tenant	Court Appearance Night Court Premium Expert Witness	Roommate Change Out Reinstatement Fee HOA Admin Fee Renewal Fee Reinstate Renter's Insurance Unauthorized Pet Stand Up Fee Re-key / Lockout Fee		

Category	From Owners	From Tenants	Others	When?
		Non-Emergency Message Certified Letter Fee After Hours Maintenance Fee Phone In Maintenance		
8. Managing the Property	HOA Battle Fee Gated Community Trips Maintenance Up-charge Rehab Premium Weed Control Management Oversee Insurance Claims Charge for Photos Nuisance Trips			
9. Moving Tenants Out		Excessive Move-Out Damages Back-Up Inspection Early Termination Fee Utilities Off at Move Out Rapid Deposit Refund Collection Fee Stop Payment Fee Re-issue Check Fee Un-deposited Check		
10. Terminating the Property	Marketing Fee Early Termination Advertising			
11. Legal Pursuits		% for Collections		
12. Sales	% if Tenant Buys			

A.0109 Brokerage Fees and Compensation

(a) A licensee shall not receive, either directly or indirectly, any commission, rebate or other valuable consideration of more than nominal value from a vendor or a supplier of goods and services for an expenditure made on behalf of the licensee's principal in a real estate transaction without the written consent of the licensee's principal.

(b) A licensee shall not receive, either directly or indirectly, any commission, rebate, or other valuable consideration of more than nominal value for services which the licensee recommends, procures, or arranges relating to a real estate transaction for a party, without full and timely disclosure to such party.

(c) In a real estate sales transaction, a broker shall not receive any compensation, incentive, bonus, rebate, or other consideration of more than nominal value:

(1) from his principal unless the compensation, incentive, bonus, rebate, or other consideration is provided for in a written agency contract prepared in conformity with the requirements of 21 NCAC 58A .0104.

(2) from any other party or person unless the broker provides full and timely disclosure of the incentive, bonus, rebate, or other consideration, or the promise or expectation thereof to the broker's principal. The disclosure may be made orally, but must be confirmed in writing before the principal makes or accepts an offer to buy or sell.

(d) Full disclosure shall include a description of the compensation, incentive, bonus, rebate, or other consideration including its value and the identity of the person or party by whom it will or may be paid. A disclosure is timely when it is made in sufficient time to aid a reasonable person's decision-making.

(e) Nothing in this rule shall be construed to require a broker to disclose to a person not his principal the compensation the broker expects to receive from his principal or to disclose to his principal the compensation the broker expects to receive from the broker's employing broker. For the purpose of this Rule, nominal value means of insignificant, token, or merely symbolic worth.

(f) The Commission shall not act as a board of arbitration and shall not compel parties to settle disputes concerning such matters as the rate of commissions, the division of commissions, pay of brokers, and similar matters.

(g) Except as provided in (h) of this rule, a licensee shall not undertake in any manner, any arrangement, contract, plan or other course of conduct, to compensate or share compensation with unlicensed persons or entities for any acts performed in North Carolina for which licensure by the Commission is required.

(h) A broker may pay or promise to pay consideration to a travel agent in return for procuring a tenant for a vacation rental as defined by the Vacation Rental Act if:

(1) the travel agent only introduces the tenant to the

broker, but does not otherwise engage in any activity which would require a real estate license;

(2) the introduction by the travel agent is made in the regular course of the travel agent's business; and

(3) the travel agent has not solicited, handled or received any monies in connection with the vacation rental.

For the purpose of this Rule, a travel agent is any person or entity who is primarily engaged in the business of acting as an intermediary between persons who purchase air, land, and ocean travel services and the providers of such services. A travel agent is also any other person or entity who is permitted to handle and sell tickets for air travel by the Airlines Reporting Corporation (ARC). Payments authorized hereunder shall be made only after the conclusion of the vacation rental tenancy. Prior to the creation of a binding vacation rental agreement, the broker shall provide a tenant introduced by a travel agent a written statement advising him or her to rely only upon the agreement and the broker's representations about the transaction. The broker shall keep for a period of three years records of a payment made to a travel agent including records identifying the tenant, the travel agent and their addresses, the property and dates of the tenancy, and the amount paid.

(i) Nothing in this Rule shall be construed to permit a licensee to accept any fee, kickback or other valuable consideration that is prohibited by the Real Estate Settlement Procedures Act (12 USC 2601 et. seq.) or any rules and regulations promulgated by the United States Department of Housing and Urban Development pursuant to said Act or to fail to make any disclosure required by said Act or rules.

A.0110 Broker-in-Charge

(a) Every real estate firm shall designate a broker to serve as the broker-in-charge at its principal office and a broker to serve as broker-in-charge at any branch office. No broker shall be broker-in-charge of more than one office at a time. If a firm shares office space with one or more other firms, one broker may serve as broker-in-charge of each firm at that location. No office or branch office of a firm shall have more than one designated broker-in-charge. A broker who is a sole proprietor shall designate himself or herself as a broker-in-charge if the broker engages in any transaction where the broker is required to deposit and maintain monies belonging to others in a trust account, engages in advertising or promoting his or her services as a broker in any manner, or has one or more other brokers affiliated with him or her in the real estate business. Maintenance of a trust or escrow account by a broker solely for holding residential tenant security deposits received by the broker on properties owned by the broker in compliance with N.C.G.S. 42-50 shall not, standing alone, subject the broker to the requirement to designate himself or herself as a broker-in-charge. A broker desiring to be a broker-in-charge shall declare in writing his or her designation as broker-in-charge of an office to the Commission on a form prescribed by

Court Appearance Report and Invoice

Date:

County:

City:

Address:

Tenant:

Owner:

Reason for going to court:

Court time:

Who attended from Crown?

Outcome of court action:

Is Crown pursuing someone for a judgment?

If so, how much?

Costs

Trip Charge	\$
Hourly @ \$40/hour	\$ _____
Night court premium(\$75)	\$
Hard costs:	\$ _____
Total	\$ _____

Notes:

X

Crown Attendee Date

X

Crown Attendee Date

X

Sandra Bloodworth Date

X

Robert Locke Date

To P-3

20% off ALL Products until November 30, 2011

PropertyManagementToolbox.com

Forms, checklists, lease, procedures, policies, letters.
Everything you need to run a management company.

PropertyManagementLifecycle.com

The Property Management Life Cycle (PMLC) is a control panel of sorts, used to organize the often chaotic mess of property management, as well as being a collaboration tool so that everyone in an organization has a central place for securely storing and accessing files from any device with a web browser and an Internet connection and from anywhere in the world. All of this is wrapped nicely in a revolutionary interface that makes it easy for you and your staff to find the documents and files you need, when you need them.

The Property Management Life Cycle interactive system lets you organize your management world in a simple, systematic way that even your new hire will be able to understand. It's based on the natural cycle of processes every manager goes through when they manage a property. It starts with *Marketing for Owners* and ends with *Terminating the Property*. It gives the company owner a place to put every thing they want their staff to find when and where they need it, and it allows the broker to control what their staff uses in the course of managing for them.

Disclosure Language from Management Agreement

All rent belongs to the Owner; all other fees, including but not limited to application fees, late fees, collection and administration fees, bad check charges, forfeited reservation deposits and interest on escrow accounts shall be the property of Agent.

Agent may pay (and receive) referral fees, commissions, co-op commissions, rebates and bonuses to (and from) outside real estate agents, tenant referral companies, rental relocation companies, multiple listing companies, builders, developers, home warranty companies, banks, contractors and vendors who assist Agent in the marketing showing, monitoring, leasing, managing and maintaining of the Property, including companies where Agent may be a member, owner, agent, broker, stockholder or partner.

Income Contest

General Income

- 2 Close RL side of office, downsize and squeeze together and re-lease office
- 2 Have PM with home based offices- fewer days in the office (sharing desks and rotating days in and out of office) to utilize less office space. (AB)

Charge Tenants

- 1 5 Tenants late for move-ins
- 1 5 Last minute rescheduling for move-ins
- 1 Moving in after hours
- 1 Rush move-ins
- 1 Additional fees' for non-payment of a past due balance, if not paid as promised
- 1 Charge tenants for lost keys
- 1 Charge tenants for lock changes when they have not provided Crown a key
- 1 Trip charge for 2nd move-out inspections visits
- 2 Increase application fee to \$45.00-\$50.00 other companies are charging \$45 and more. (SC)
- 2 Express fee: for expediting the deposit refund early \$20 fee for expediting deposit refunds to tenants for pick up within 3 days or 1 week turn around via mail. (SC)
- 5 CHARGE TENANTS A FEE TO TAKE RENT BY PHONE.
- 5 FAILURE TO KEEP YARD MAINTAINED, FINE FOR CODE VIOLATIONS
- 5 CHARGE FOR UNNECESSARY MAINTENANCE CALLS TO PROPERTY.
- 5 ANY MEETINGS OVER 30 MIN. SHOULD BE A CHARGE TO THEM.
- 5 OFFER TENANT, SERVICES AT A PREMIUM RATE FOR REPAIRS OR CLEANING AND CHARGE
- 5 let the tenant purchase late fee coupons instead of for free
- 4 Excessive phone calls/emails (spending WAY too much of our days/weeks on one particular tenant).
- 4 Missed appointment fee
- 4 Keep a percentage of pet deposit as a non-refundable fee.
- 4 Charge small fee for setting up payment plans
- 4 \$50 to add or remove a person from lease. (remove at renewal time if they qualify on their own)
- 4 Court appearances
- 4 Check on homes for HOA violations
- 4 Certified mailing fees
- 3 Charge tenant \$100.00 for non- emergency voice messages left after hours
- 3 \$10.00 charge to put in maintenance request via phone call if resident "does not have time to go to their computer"
- 3 Charge tenants/owners \$15 for requests to mail/email 2nd copies of lease/management agreement.
- 3 Charge \$50.00 to the tenant for repeated HOA violations

Charge Owners

- 1 Charge owner for private utilities (Prominence Court)
- 1 Copies of previous owner statements
- 1 Trips to the utility companies
- 1 3 4 5 Charge owners to get keys made
- 1 Charge owners to connect the utilities if they are not on when agent gets to the home

- 1 Charge owners if they take their property back after its been marketed and getting an approved application
- 1 3 Charge owners for marketing their home and they remove it from the market for no reason
- 2 Charge owners for CMA's, tax records etc: Let owners know that we charge a nominal fee for market information, which will be reimbursed if we procure the sale of the property, offered by experienced staff. (AB)
- 2 Special errands fee: To deliver utility checks or meet a utility vendor, or let a delivery person in.
- 2 Owner insurance: Rental payment guaranteed in the event tenant cannot pay 3rd party insurance to cover rent payments in the event tenant does not pay. (SC)
- 2 Increase the cost of eviction protection
- 2 Raise the minimum monthly management fee from \$80 to \$100
- 2 Increase TP marketing fees to a minimum of \$1500 (\$1200. rental fee and \$300. marketing fee)
Properties less than \$1200 typically require more work, more apps to process, more time with the owner to get the property to "rent ready" status, etc. (SC)
- 2 Charge owners a fee to take over management of a property with tenant occupying: One fee for our TP owners and a conversion fee for leases other than Crown. Managing leases on an individual basis other than Crown's requires additional work (SC)
- 2 Pay owner mortgages for a fee with higher owner reserve Tier based management fees based on higher owner reserves for owners wanting more services, i.e. paying their mortgage, and other services we may not currently offer. (AB)
- 2 Charge Owner turnkey fee for "basic" maintenance check between tenants \$150 for standard basic wipe down clean and maintenance check. (SC)
- 2 All inclusive packages with tiered management fees based on: scheduled maintenance choices/ gutter cleaning/ eviction protection, utilities, owner expenses, \$ limits on postage, wipe downs, drive pass', insurance, low maintenance repairs, bi-annual inspections
- **Standard ('simple and straight forward management')**
Includes 'basics' and \$ limits on postage premiums
 - **Premium ('perfectly priced and preferred by owners')**
Includes a 'broad range' of helpful management tools
 - **Exceptional ('ease of mind for owners'/ expensive) package**
Includes most of our 'extra benefits' in the price, basically Crown is 'the owners shadow/ has near to complete control' over tenants and house, ideal for overseas owners or 'ill' owners, almost a 'POA' feature (LW)
- 2 Establish an hourly rate for "extras" i.e. researching paperwork and other documents i.e. 1099's (LW)
- 3 Charge owner \$75.00 if they "elect to meet with agent" prior to signing owner paperwork
- 3 Charge owners \$500.00 to switch from Management to Tenant Placement (Not \$300.00)
- 3 Charge owner \$45 for first trip to the home when they say it is ready and the home is not ready (utilities off, not clean, etc).
- 3 Charge owner \$45 for a leasing agent's time to put together a "punch list" together to get home ready upon request from owner. Similar to CRS charging a trip charge to put punch list together.
- 3 Charge \$20.00 to owners for a thorough rental comps analysis
- 3 Charge to Forward owners mail left at home after they vacated (postage + \$10.00)
- 3 Charge owners \$ 50.00 in Marketing and Screening program for a full background check
- 3 Charge owner (Marketing and Screening) for professional photos \$ 50.00 within 50 miles from Roswell
- 3 Charge owner (Marketing and Screening) \$ 50.00 for a lock box - can ship to owner to keep
- 3 Create and design marketing Flyer for owners – charge \$20.00 and email to owner
- 3 Create "Welcome Basket" for move ins (toilet paper, flashlights, Laundry detergent, etc.) Charge \$50.00 to owner
- 3 Charge additional \$100.00 in the marketing and screening program when we lease their home
- 3 Charge \$ 60 -\$100 for Pre-move ins wipe downs for the marketing and screening program (cost varies on location and condition of home)
- 3 Charge owner \$100.00 to manage personal property issues

- 3 Charge 18% per annum to owners for outstanding expenses owed (enforce)
- 3 Charge owners actual attorneys fees up to 15% of amount due in expenses should Crown engage attorneys to collect (enforce)
- 3 Charge \$150.00 "start up fee" to list with Crown
- 3 Charge \$ 45.00/hr outside scope of service (enforce)
- 3 Charge owner to continue marketing after 90 days on the market (\$100 per 30 days, include full detail analysis with pictures, etc)
- 4 Reprinting end of year owner statements for tax purposes
- 4 Pulling owner statements for previous years (to mail out and/or fax)
- 4 Paying HOA dues on behalf of the owner
- 4 Spending time on tuff/time consuming HOA violations
- 4 Wasting time with utility companies, faxing management agreements, dropping off checks, etc. Not just increase reserve, add a fee to it
- 4 Out of cycle statement charge (tenant pays rent after statements are sent and if owner would like money this period we charge, if not they wait till next month)
- 4 Early Termination charges to owner
- 4 Excessive phone calls/emails (spending WAY too much of our days/weeks on one particular owner).
- 4 Charge new owners at sign up for marketing, if they can not provide documentation showing their mortgage is current.
- 4 Charge more for payment by check and less for direct deposit
- 4 Charge so owner can get a log in for MIT
- 4 Checking on utilities for home (owner says utilities are on, agent checks home, and the utilities are not on).
- 4 Going to home to assess the condition for turnkey and having to check to see that items have been completed
- 4 Having to go to home and figure out why water, gas, or power may not be working
- 4 Check on homes for HOA violations
- 4 Certified mailing fees
- 5 CHECKING TO SEE IF UTILITIES ARE BACK ON/NOT SWITCHING UTILITIES
- 5 GOING TO THE HOME TO FLIP BREAKERS, TURN WATER OFF TO TOILETS SO THEIR UTILITIES CAN BE TURNED BACK ON.
- 5 GOING TO H2O COMPANY TO HAVE SERVICE TURNED ON
- 5 HANDING MAIL/CABLE BOXES ETC. LEFT IN HOME AFTER MOVE OUT FOR OWNER.
- 5 FAILURE TO KEEP YARD MAINTAINED, FINE FOR CODE VIOLATIONS & CALLS DURING MARKETING.
- 5 HOME NOT READY AT MOVE-IN OR CONTINGENCY NOT COMPLETED...WHEN OWNER DOING TURNKEY (NOT MINOR ISSUES ONLY THE PROBLEMATIC ONES). WILL ENCOURAGE USE OF CRS!
- 5 LISTING ITEMS LEFT BEHIND IN HOME
- 5 FOR BEING BEHIND IN HOA
- 5 FAILURE TO ISSUE NEW KEYS OR CODES TO POOLS OR AMENITIES IN A TIMELY MANNER.
- 5 CHARGE EVERY OWNER A \$150 NON-REFUNDABLE SET-UP FEE WHEN THE SIGN UP. GET RID OF THE \$300 TERMINATION FEE FOR UNLEASED HOMES. THE NEW FEE WILL MAKE MORE MONEY.
- 5 CHARGE AN OWNER TO RECEIVE PAPER STATEMENTS, EMAIL FOR FREE.
- 5 CHARGE A FEE FOR WRITING OWNERS A MONTHLY CHECK , OFFER DIRECT DEPOSIT FOR FREE.
- 5 HAVE A MARKETING PREMIUM PACKAGE, WHICH INCLUDES: MORE ADS, MORE UPDATES, MORE PHOTOS AND CALLS AFTER EACH SHOWING OR 2-3 WEEKLY CALLS, MORE PROPERTY VISITS & REPORTS FOR AN ADDITIONAL FEE.
- 5 CHARGE FOR SECOND SET OF PHOTOS
- 5 CHARGE OWNERS TO GIVE SHOW UPDATES- AN EMAIL WITH FEEDBACK AFTER EACH SHOWING
- 5 TENANT INSURANCE-OWNERS CAN BUY A POLICY FROM CROWN-IF YOUR TENANT MOVES OUT BEFORE THE LEASE IS OVER WE WILL PRORATE THE PROCUREMENT FEE AND REFUND THE 1/12 THE PROCUREMENT FEE FOR EACH MONTH THAT REMAINS ON THE TENANT'S LEASE AT THE TIME OF MOVE-OUT. OTHERWISE, IF THE TENANT LEAVES EARLY (WITHIN THE 1ST 3 MONTHS) OWNER GETS ONLY 300 AND CROWN KEEPS THE REST .

- 5 CHARGE FOR ANY INSPECTIONS CRS COMPLETES OR CROWN COMPLETES FOR THE WORK THE OWNERS PERSONAL CONTRACTORS DID AT THE PROPERTY.
- 5 CHARGE WHEN A CROWN STAFF MEMBER HAS TO GO OUT AND TAKE PICTURES OF MAINTENANCE ISSUE AT PROPERTY
- 5 INCREASE PROPERTY INSPECTION CHARGE AND IN RETURN OFFER QUOTES FOR MAINTENANCE NEEDED

Vendor Charges

- 2 Preferred vendor annual membership fee: Vendors pay an annual charge to stay on our preferred vendor list and remain first in line for all job bids.
Charge a membership fee (similar to NARPM), to be on the Crown Preferred Vendor List maybe \$250, then charge an annual fee of \$100, for all new vendors. (SC)
- 2 Create email newsletter for tenants and charge vendors for advertising on the page (vendors simply send a JPEG/ JIF logo to Lynne/Andrew for uploading and these will be kept in a ‘vendor logo folder.’)
Vendor will be contacted prior to ‘press release’ for any special current promotional deals to which vendors are to respond to promptly. (LW)
- 2 Advertise vendors on our Crown webpage: People always call and ask who is trustworthy, who would we recommend, we can tell them over the telephone or direct them over to our webpage for a full listing, perhaps adding testimonies per vendor with their contact names, numbers, business hours, hourly rates, “special package deals” etc. Charge vendors per week/ single month/ quarterly/ annually = (cheaper deal \$) (LW)
- 2 Constant contact or newsletter that includes vendor paid advertisements - vendors can advertise in our newsletter/constant contact for a fee. (AB)

- 1 Appraisal Visits
- 1 Vendor Visits
- 1 Owner Visits
- 2 Current: Charge tenants and owners for all postage, reinforce all charges on the ledger
New: Impose a “postage fee” i.e. \$20 quarterly, this is for standard USPS postage only, overnight/special deliveries shall be charged to their account at the full shipping price. (LW)
- 2 Utilities: Small charge for each utility invoice paid by Lynne (LW)
- 2 Tenant insurance: Receive referral fees from 3rd party insurance company providing tenant coverage of rental payments in the event of job loss. (SC)
- 2 Charge interest on all unpaid notes
- 2 Enforce existing fees not being implemented such as \$35 Admin fee for certified mail, fees to deliver check to have utilities turned on or meet the service technician, etc. (SC)
\$50.00 utility non-disconnect fee, 10% Rent late fees (LW)

Laws that Govern Leasing Resource Page

Links to laws, articles and sites to help you with leasing in Georgia

Federal

Fair Housing Act http://www.fairhousing.com/index.cfm?method=page.display&pagename=FHA_fha

Fair Credit Reporting Act <http://www.ftc.gov/os/statutes/031224fcra.pdf>

FTC Red Flags Rule <http://www.gpo.gov/fdsys/pkg/BILLS-111s3987enr/pdf/BILLS-111s3987enr.pdf>

Lead Based Paint Laws

http://www.disasterhousing.gov/offices/lead/library/enforcement/24CFR35_SubpartA.pdf

Americans with Disabilities Act <http://www.ada.gov/cguide.htm#anchor62335>

Service Members Civil Relief Act (SCRA) <http://www.servicememberscivilreliefact.com/help/textact.pdf>

Renters Rights in Foreclosure Laws <http://tenantstogether.org/downloads/S.896RenterProtections.pdf>

State

Megan's Law <http://www.megans-law.net/Georgia-Megans-Law.asp>

State Fair Housing Laws <http://www.gceo.state.ga.us/gfhl.htm>

Georgia Landlord Tenant Act <http://secure.uslegalforms.com/lawsummary/GA/GA-864LT.htm>

Flood Disclosure (part of the Georgia landlord tenant)

Real Estate Licensing Commission <http://www.lexisnexis.com/hottopics/gacode/Default.asp>

Agency Laws (part of the Georgia Real Estate Commission licensing law)

Contract Law (part of the Georgia Real Estate Commission licensing law)

State Trust Account Laws (part of the Georgia Real Estate Commission licensing law)

Government Subsidized Housing http://www.access.gpo.gov/nara/cfr/waisidx_00/24cfr982_00.html

Stigmatized Property Laws <http://www.grec.state.ga.us/articles/stigmatized.html>

Affiliations

State Association of Realtors <http://garealtor.com/>

Multiple Listing Service

Broker policy guidelines

Local

Local Zoning Laws, Local Rental Property Laws, Fire and Building Codes, HOA Covenants

Business Sites to consider

www.AtlantaInstituteOfRealEstate.com

www.NARPMGA.org (Georgia chapter)

www.GeorgiaLandlordInsurance.com

www.PropertyManagementToolBox.com

www.nationalrealestateeducation.com

www.NARPM.org (national organization)

www.nationaltenantnetwork.com

www.FindMeARenter.com

www.CrownInvestorInstitute.com





NATIONAL TENANT NETWORK

Started in 1980, NTN is the nation's oldest, national resident screening company. In a recent survey of independent landlords and management companies conducted by the national agency HMH (www.thinkHMH.com), NTN offices were identified as providing the *ultimate* in customer service and the NTN national organization as having the best screening data available today. NTN is a nationally recognized leader in resident screening and leasing services and has been covered and recommended by CNN and NBC News. NTN was recently voted top investment brand for 2011 by the editorial board of Personal Real Estate Investor Magazine.



NTN Data

NTN screening data is compiled by NTN offices using NTN standards of timeliness, detail and accuracy. With rock solid screening data available to you in seconds you are able to make more accurate and consistent decisions about each and every applicant, and over time increase your operating efficiency and cash flow as well as avoid liabilities.

NTN Reports and Leasing Services

NTN is redefining what you can expect from a national resident screening service. No matter what your level of inquiry or management responsibility, NTN will deliver solutions that meet your specific requirements. NTN's traditional, proprietary screening product, the **NTN Tenant Performance Profile**, identifies the four most costly tenant problems instantly and always accompanies NTN DecisionPoint. **NTN DecisionPoint**, a fully customizable decision-making product analyzes your applicant's credit and tenant history background in 15 seconds. **NTN SecureLease** and **NTN SecureApp** maximizes leasing efficiency. NTN products and services are redefining how you manage your business, helping you work smarter in every aspect of growing your business.

NTN Mission

There are huge demands on managers and property owners today. Multiple decisions must be made about applicants in a limited time span—decisions critical to protecting and growing your investment. NTN earns its reputation as the resident screening services industry leader by offering more critical information, more comprehensive reports and analysis and more personalized service through a working relationship with every subscriber.

NTN Exclusive Industry Partners

- Promas Rental Property Management Software*
- Crown-Georgia, Certified Residential Management Company (CRMC) (MPM)*
- CoSignMyLease.com*
- RentalAds.com*
- Landlord.com*
- RentalHomePros.com*
- Rentegration.com*

**How to get the
Crown Student Discount**

Contact Cheryl at 770-517-3456 or cnydam@ntnonline.com
And tell her you want the "Crown Special".
If you are a small manager, there is no discount.
If you are setting up a business account, she will waive the \$100 set up fee.

How to get the Crown Student Discount

Contact Cheryl at 770-517-3456 or cnydam@ntnonline.com

And tell her you want the "Crown Special".

If you are a small manager, there is no discount.

If you are setting up a business account, she will waive the \$100 set up fee.

NTN

DECISIONPOINT

NTN DecisionPoint provides the subscriber an applicant score based not only on a full credit analysis, but also the tenant performance factors of eviction and lease violation history.* In addition, to determine the applicant's stability, we evaluate longevity of employment and longevity of residence leading to a higher probability of overall resident retention.

BENEFITS

NTN DecisionPoint provides YOU, the subscriber, with:

- Verification of the information provided on the rental application;
- NTN default standards, built into the programming, to fully evaluate the applicant and produce a fair and meaningful score;
- The ability to customize certain credit and tenant-performance settings in accordance with your own acceptance criteria;
- A rental recommendation, which you are free to override;
- A rejection letter, fully compliant with the FCRA laws, if applicable;
- Alerts which emphasize areas of possible concern, including the existence of public records; and,
- A "messages" section to assist you in understanding the report's results.

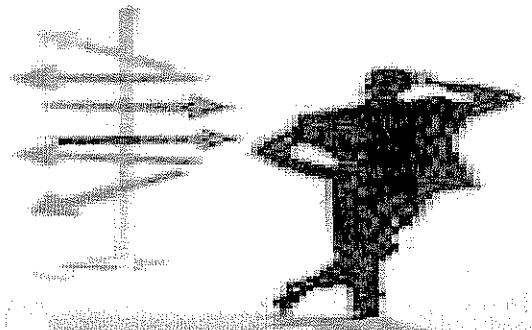
What you get:

- All of the information you need to make a sound rental decision - presented in a clear and easy-to-understand format - comprehensive - objective - and in plain English.
- Eliminates the task of reading and understanding complex credit reports.
- Eliminates the need for a credit bureau required inspection.
- Eliminates inconsistent decision-making by standardizing your decision-making process. Minimizes the potential for claims under the Fair Housing laws.
- Eliminates the potential for sensitive consumer data falling into the wrong hands.

The standards of NTN DecisionPoint also address the problems of credit fraud, identity theft and mishandling of credit reports. Identity theft is America's fastest-growing crime. Last year alone, more than 18.9 million Americans were victims of identity theft, a crime that cost them roughly \$54 billion.

* criminal background checks are excluded from the analysis

**MAKE A SOUND RENTAL
DECISION.**



RESULTS IN

A FULL ANALYSIS OF THE APPLICANT'S
BACKGROUND AND A
RENTAL RECOMMENDATION.



CONTACT NTN TODAY
FOR MORE INFORMATION

TEL: 800.228.0989
FAX: 800.340.1116
E: NTN@NTNONLINE.COM

NTN DecisionPoint

INSTANT RESIDENT SELECTION SYSTEM

Screened For: XX 001 - ABC Properties

05-Apr-2011

Applicant Information

Consumer, Jonathan
123 Main St
Portland, OR 97202

SSN ***-**-3388
DOB 10-Jan-1971

Income \$2,000.00
Months at Residence
Months at
Employment

Rent \$500.00
15
60

Rental Recommendation - Based on subscriber's employment, residency and applicant score acceptance criteria.

Accept with Conditions Rent to Income - Accept applicant
Score - Accept with cosigner

Analysis Results

Rent to Income Multiple Exceeds Requirement	Time at Residence Exceeds Requirement	Time at Employment Exceeds Requirement	Applicant Score 58
--	--	---	-----------------------

Applicant Score based on analysis of tenant performance information, public records and retail credit.

Verification of Applicant Information

Applicant has retail credit report:
Applicant social security number matches retail report:
Applicant date of birth matches retail report:
Applicant current address matches retail report:
Applicant previous address matches retail record:

Confirmed
YES/Addnl SSN
Confirmed
Confirmed
Not Confirmed

Acceptable
(100-80)

Conditional
(79-50)

Reject
(49-00)

NTN DecisionPoint Alerts

Additional Addresses Screened see NTN Tenant Performance Profile
10655 Birch St Burbank CA 91502
1314 Sophia Ln Santa Ana CA 92708
2600 Bowser St #312 Los Angeles CA 90017
Additional Names (aliases) Screened see NTN Tenant Performance Profile
Jonathan Smith Jones Jr

Tenant Performance Information

see NTN Tenant Performance Profile

Name/Location	Date	Information Reported
Consumer, Jonathan (10655 N Birch ST)	01-Apr-2010	NSF Rent Checks
Consumer, Jonathan (10655 N Birch ST)	01-Apr-2010	Issued Notice to Vacate

Public Records

see NTN Tenant Performance Profile

Action	Date of Filing	Disposition
Consumer, Jonathan Q (9301 Sagert)	15-Dec-2010	Dflt Restitution \$925

Messages

Tenant Performance caused the NTN DecisionPoint score to be reduced by 15 points
Eviction filing caused the NTN DecisionPoint score to be reduced by 20 points

Custom Criteria Used in Calculating the Applicant Score

- If present, Chapter 7 bankruptcy within last 24 months rejects applicant
- If present, Chapter 13 bankruptcy within last 24 months rejects applicant
- If present, medical collections are ignored
- If present, collections less than \$100 are ignored

End of NTN DecisionPoint

How to get the
Crown Student Discount
 Contact Cheryl at 770-517-3456 or cnydam@ntnonline.com
 And tell her you want the "Crown Special".
 If you are a small manager, there is no discount.
 If you are setting up a business account, she will waive the \$100 set up fee.

NTN Tenant Performance Profile

Screened For: XX 001 - ABC Properties

05-Apr-2011

Applicant Information

Consumer, Jonathan SSN:***-**-3388
123 Main St
Portland OR 97202

Names Screened: Consumer, Jon*; Jones, Jon*

Databases for Search: Southern California; Oregon/Washington

Additional Addresses

10655 Birch St Burbank CA 91502
1314 Sophia Ln Santa Ana CA 92708
2600 Bowser St #312 Los Angeles CA 90017

Eviction Filing Data

All Civil Court Records are filed by NAME ONLY. This makes it impossible to be certain that the following filings involve your applicant. Please call the plaintiff listed for more information.

15-Dec-2010 Case Number: 00F015921EV
Def: Consumer, Jonathan Q SSN:***-**-3388
Pla: Tualatin Heights Apts 503-555-5555

Dflt Restitution \$925
9301 SW Sagert St Tualatin OR 97062
County: Washington

Tenant Performance/Lease Violations

Consumer, Jonathan SSN:***-**-3388
Subscriber: Melissa Evans
01-Apr-2010 NSF Rent Checks
01-Apr-2010 Issued Notice to Vacate

10655 N Birch St Burbank CA 91502
Phone: 818-555-5555

Use of Applicant's SSN in Previous Screening

NTN previously screened an applicant using this SSN. If the name below does not match your applicant's, ask to see your applicant's SSN card.

01-Apr-2011 Consumer, Jonathan Smith Properties 503-333-0909

Landlord Identification

NTN suggests that this is the actual Property Owner for the address screened. NTN recommends that you contact them for complete rental history on your applicant.

Address Screened Database Used

10655 Birch [915] Southern California

Landlord: Mary Evans
Phone: 818-555-5555

10655 N Birch St Burbank, CA 91502
Date Verified: 01-Jul-2010

1314 Sophia [927] Southern California

No Landlord ID Found

2600 Bowser [900] Southern California

No Landlord ID Found

123 Main [972] Oregon/Washington

Landlord: Betty Rubble
Phone: 503-555-5555

123 S Main St Portland, 97236
Date Verified: 05-Sep-2010

Terrorist Database Search Results

No records found in the Terrorist Database.

Federal Terrorist and State Criminal Report Disclaimer

This criminal background check is based upon limited identification information, i.e. name and/or birth date, etc. Because of this, absolute certainty that this check applies to the individual being screened is not possible. Caution is urged even when this check produces an accurate match. The data relied on for this check is obtained from the Federal Office of Foreign Asset Control and various State Agencies. It is provided to deter and punish terrorist acts in the United States and to enhance law enforcement efforts. These Agencies AND NTN URGE YOU to independently VERIFY all criminal background information prior to using the data. To verify terrorist matches contact the Federal Office of Foreign Asset Control at 202-622-2490. No responsibility is accepted by NTN for errors in Federal or State records.

How to get the
Crown Student Discount
Contact Cheryl at 770-517-3456 or cnydam@ntnonline.com
And tell her you want the "Crown Special".
If you are a small manager, there is no discount.
If you are setting up a business account, she will waive the \$100 set up fee.

CHAPTER 42.
Landlord and Tenant.
ARTICLE 1.
General Provisions.

Lessor and lessee not partners:

No lessor of property, merely by reason that he is to receive as rent or compensation for its use a share of the proceeds or net profits of the business in which it is employed, or any other uncertain consideration, shall be held a partner of the lessee. §42-1.

Attornment unnecessary on conveyance of reversions, etc:

Every conveyance of any rent, reversion, or remainder in lands, tenements or hereditaments, otherwise sufficient, shall be deemed complete without attornment by the holders of particular estates in said lands: Provided, no holder of a particular estate shall be prejudiced by any act done by him as holding under his grantor, without notice of such conveyance. §42-2.

Term forfeited for nonpayment of rent:

In all verbal or written leases of real property of any kind which is fixed a definite time for the payment of the rent reserved therein, there shall be implied a forfeiture of the term upon failure to pay the rent within 10 days after a demand is made by the lessor or his agent on said lessee for all past-due rent, and the lessor may forthwith enter and dispossess the tenant without having declared such forfeiture or reserved the right of reentry in the lease. §42-3.

Recovery for use and occupation:

When any person occupies land of another by the permission of such other, without any express agreement for rent, or upon a parol lease which is void, the landlord may recover a reasonable compensation for such occupation, and if by such parol lease a certain rent was reserved, such reservation may be received as evidence of the value of the occupation. §42-4.

Rent apportioned, where lease terminated by death:

If a lease of land, in which rent is reserved, payable at the end of the year or other certain period of time, is determined by the death of any person during one of the periods in which the rent was growing due, the lessor or his personal representative may recover a part of the rent which becomes due after the death, proportionate to the part of the period elapsed before the death, subject to all just allowances; and if any security was given for such rent it shall be apportioned in like manner. §42-5.

Rents, annuities, etc., apportioned, where right to payment terminated by death:

In all cases where rents, rent charges, annuities, pensions, dividends, or any other payments of any description, are made payable at fixed periods to successive owners under any instrument, or by any will, and where the right of any owner to receive payment is terminable by a death or other uncertain event, and where such right so terminates during a period in which a payment is growing due, the payment becoming due next after such terminating event shall be apportioned among the successive owners according to the parts of such periods

elapsing before and after the terminating event. §42-6.

In lieu of emblements, farm lessee holds out year, with rents apportioned:

When any lease for years of any land let for farming on which a rent is reserved determines during a current year of the tenancy, by the happening of any uncertain event determining the estate of the lessor, or by a sale of said land under any mortgage or deed of trust, the tenant in lieu of emblements shall continue his occupation to the end of such current year, and shall then give up such possession to the succeeding owner of the land, and shall pay to such succeeding owner a part of the rent accrued since the last payment became due, proportionate to the part of the period of payment elapsing after the termination of the estate of the lessor to the giving up such possession; and the tenant in such case shall be entitled to a reasonable compensation for the tillage and seed of any crop not gathered at the expiration of such current year from the person succeeding to the possession. §42-7.

Grantees of reversion and assigns of lease have reciprocal rights under covenants:

The grantee in every conveyance of reversion in lands, tenements or hereditaments has the like advantages and remedies by action or entry against the holders of particular estates in such real property, and their assigns, for nonpayment of rent, and for the nonperformance of other conditions and agreements contained in the instruments by the tenants of such particular estates, as the grantor or lessor or his heirs might have; and the holders of such particular estates, and their assigns, have the like advantages and remedies against the grantee of the reversion, or any part thereof, for any conditions and agreements contained in such instruments, as they might have had against the grantor or his lessors or his heirs. §42-8.

Agreement to rebuild, how construed in case of fire:

An agreement in a lease to repair a demised house shall not be construed to bind the contracting party to rebuild or repair in case the house shall be destroyed or damaged to more than one half of its value, by accidental fire not occurring from the want of ordinary diligence on his part. §42-8.

Tenant not liable for accidental damage:

A tenant for life, or years, or for a less term, shall not be liable for damage occurring on the demised premises accidentally, and notwithstanding reasonable diligence on his part, unless he so contract. §42-10.

Willful destruction by tenant misdemeanor:

If any tenant shall, during his term or after its expiration, willfully and unlawfully demolish, destroy, deface, injure or damage any tenement house, uninhabited house or other outhouse, belonging to his landlord or upon his premises by removing parts thereof or by burning, or in any other manner, or shall unlawfully and willfully burn, destroy, pull down, injure or remove any fence, wall or other inclosure or any part thereof, built or standing upon the premises of such landlord, or shall willfully and unlawfully cut down or destroy any timber, fruit, shade or ornamental tree belonging to said landlord, he shall be guilty of a Class 1 misdemeanor. § 42-11.

Lessee may surrender, where building destroyed or damaged:

If a demised house, or other building, is destroyed during the term, or so much damaged that it cannot be made reasonably fit for the purpose for which it was hired, except at an expense exceeding one year's rent of the premises, and the damage or destruction occur without negligence on the part of the lessee or his agents or servants, and there is no agreement in the lease respecting repairs, or providing for such a case, and the use of the house damaged or destroyed was the main inducement to the hiring, the lessee may surrender his estate in the demised premises by a writing to that effect delivered or tendered to the landlord within 10 days from the damage or destruction, and by paying or tendering at the same time all rent in arrear, and a part of the rent growing due at the time of the damage or destruction, proportionate to the time between the last period of payment and

the occurrence of the damage or destruction, and the lessee shall be thenceforth discharged from all rent accruing afterwards; but not from any other agreement in the lease. This section shall not apply if a contrary intention appear from the lease. §42-12.

Wrongful surrender to other than landlord misdemeanor:

Any tenant or lessee of lands who shall willfully, wrongfully and with intent to defraud the landlord or lessor, give up the possession of the rented or leased premises to any person other than his landlord or lessor, shall be guilty of a Class 1 misdemeanor. § 42-13.

Notice to quit in certain tenancies:

A tenancy from year to year may be terminated by a notice to quit given one month or more before the end of the current year of the tenancy; a tenancy from month to month by a like notice of seven days; a tenancy from week to week, of two days. Provided, however, where the tenancy involves only the rental of a space for a manufactured home as defined in G.S. 143-143.9(6), a notice to quit must be given at least 30 days before the end of the current rental period, regardless of the term of the tenancy. § 42-14.

Rent control:

No county or city as defined by G.S. 160A-1 may enact, maintain, or enforce any ordinance or resolution which regulates the amount of rent to be charged for privately owned, single-family or multiple unit residential or commercial rental property. This section shall not be construed as prohibiting any county or city, or any authority created by a county or city for that purpose, from:

- (1) Regulating in any way property belonging to that city, county, or authority;
- (2) Entering into agreements with private persons which regulate the amount of rent charged for subsidized rental properties; or
- (3) Enacting ordinances or resolutions restricting rent for properties assisted with Community Development Block Grant Funds. § 42-14.1.

Death, illness, or conviction of certain crimes not a material fact:

In offering real property for rent or lease it shall not be deemed a material fact that the real property was occupied previously by a person who died or had a serious illness while occupying the property or that a person convicted of any crime for which registration is required by Article 27A of Chapter 14 of the General Statutes occupies, occupied, or resides near the property; provided, however, that no landlord or lessor may knowingly make a false statement regarding any such fact. § 42-14.2.

ARTICLE 2.
Agricultural Tenancies.

Landlord's lien on crops for rents, advances, etc.; enforcement:

When lands are rented or leased by agreement, written or oral, for agricultural purposes, or are cultivated by a cropper, unless otherwise agreed between the parties to the lease or agreement, any and all crops raised on said lands shall be deemed and held to be vested in possession of the lessor or his assigns at all times, until the rents for said lands are paid and until all the stipulations contained in the lease or agreement are performed, or damages in lieu thereof paid to the lessor or his assigns, and until said party or his assigns is paid for all advancements made and expenses incurred in making and saving said crops.

This lien shall be preferred to all other liens, and the lessor or his assigns is entitled, against the lessee or cropper, or the assigns of either, who removes the crop or any part thereof from the lands without the consent of the lessor or his assigns, or against any other person who may get possession of said crop or any part thereof,

to the remedies given in an action upon a claim for the delivery of personal property.

Provided, that when advances have been made by the federal government or any of its agencies, to any tenant or tenants on lands under the control of any guardian, executor and/or administrator for the purpose of enabling said tenant or tenants to plant, cultivate and harvest crops grown on said land, the said guardian, executor, and/or administrator may waive the above lien in favor of the federal government, or any of its agencies, making said advances. § 42-15.

Landlord's lien on crop insurance for rents, advances, etc.; enforcement:

Where lands are rented or leased by agreement, written or oral, for agricultural purposes, or are cultivated by a cropper, unless otherwise agreed between the parties to the lease or agreement, the landlord or his assigns shall have a lien on all the insurance procured by the tenant or cropper on the crops raised on the lands leased or rented to the extent of any rents due or advances made to the tenant or cropper.

The lien provided herein shall be preferred to all other liens on said insurance, and the landlord or his assigns shall be entitled to all the remedies at law for the enforcement of the lien. §42-15.1.

Rights of tenants:

When the lessor or his assigns gets the actual possession of the crop or any part thereof otherwise than by the mode prescribed in G.S. 42-15, and refuses or neglects, upon a notice, written or oral, of five days, given by the lessee or cropper or the assigns of either, to make a fair division of said crop, or to pay over to such lessee or cropper or the assigns of either, such part thereof as he may be entitled to under the lease or agreement, then and in that case the lessee or cropper or the assigns of either is entitled to the remedies against the lessor or his assigns given in an action upon a claim for the delivery of personal property to recover such part of the crop as he, in law and according to the lease or agreement, may be entitled to.

The amount or quantity of such crop claimed by said lessee or cropper or the assigns of either, together with a statement of the grounds upon which it is claimed, shall be fully set forth in an affidavit at the beginning of the action. §42-16.

Action to settle dispute between parties:

When any controversy arises between the parties, and neither party avails himself of the provisions of this Chapter, it is competent for either party to proceed at once to have the matter determined in the appropriate trial division of the General Court of Justice. §42-17.

Tenant's undertaking on continuance or appeal:

In case there is a continuance or an appeal from the magistrate's decision to the district court, the lessee or cropper, or the assigns of either, shall be allowed to retain possession of said property upon his giving an undertaking to the lessor or his assigns, or the adverse party, in a sum double the amount of the claim, if such claim does not amount to more than the value of such property, otherwise to double the value of such property, with good and sufficient surety, to be approved by the magistrate or the clerk of the superior court, conditioned for the faithful payment to the adverse party of such damages as he shall recover in said action. §42-18.

Crops delivered to landlord on his undertaking:

In case the lessee or cropper, or the assigns of either, at the time of the appeal or continuance mentioned in G.S. 42-18, fails to give the undertaking therein required, then the sheriff or other lawful officer shall deliver the property into the actual possession of the lessor or his assigns, upon the lessor or his assigns giving to the adverse party an undertaking in double the amount of said property, to be justified as required in

G.S. 42-18, conditioned for the forthcoming of such property, or the value thereof, in case judgment is pronounced against him. §42-19.

Crops sold, if neither party gives undertaking:

If neither party gives the undertaking described in G.S. 42- 18 and 42-19, it is the duty of the clerk of the superior court to issue an order to the sheriff, or other lawful officer, directing him to take into his possession all of said property, or so much thereof as may be necessary to satisfy the claimant's demand and costs, and to sell the same under the rules and regulations prescribed by law for the sale of personal property under execution, and to hold the proceeds thereof subject to the decision of the court upon the issue or issues pending between the parties. §42-20.

Tenant's crop not subject to execution against landlord:

Whenever servants and laborers in agriculture shall by their contracts, oral or written, be entitled, for wages, to a part of the crops cultivated by them, such part shall not be subject to sale under executions against their employers, or the owners of the land cultivated. §42-21.

Unlawful seizure by landlord or removal by tenant misdemeanor:

If any landlord shall unlawfully, willfully, knowingly and without process of law, and unjustly seize the crop of his tenant when there is nothing due him, he shall be guilty of a Class 1 misdemeanor. If any lessee or cropper, or the assigns of either, or any other person, shall remove a crop, or any part thereof, from land without the consent of the lessor or his assigns, and without giving him or his agent five days' notice of such intended removal, and before satisfying all the liens held by the lessor or his assigns, on said crop, he shall be guilty of a Class 1 misdemeanor. § 42-22.

Failure of tenant to account for sales under tobacco marketing cards:

Any tenant or share cropper having possession of a tobacco marketing card issued by any agency of the State or federal government who sells tobacco authorized to be sold thereby and fails to account to his landlord, to the extent of the net proceeds of such sale or sales, for all liens, rents, advances, or other claims held by his landlord against the tobacco or the proceeds of the sale of such tobacco, shall be guilty of a Class 1 misdemeanor. § 42-22.1.

Terms of agricultural tenancies in certain counties:

All agricultural leases and contracts hereafter made between landlord and tenant for a period of one year or from year to year, whether such tenant pay a specified rental or share in the crops grown, such year shall be from December first to December first, and such period of time shall constitute a year for agricultural tenancies in lieu of the law and custom heretofore prevailing, namely from January first to January first. In all cases of such tenancies a notice to quit of one month as provided in G.S. 42-14 shall be applicable. If on account of illness or any other good cause, the tenant is unable to harvest all the crops grown on lands leased by him for any year prior to the termination of his lease contract on December first, he shall have a right to return to the premises vacated by him at any time prior to December thirty-first of said year, for the purpose only of harvesting and dividing the remaining crops so ungathered. But he shall have no right to use the houses or outbuildings or that part of the lands from which the crops have been harvested prior to the termination of the tenant year, as defined in this section.

This section shall only apply to the counties of Alamance, Anson, Ashe, Bladen, Brunswick, Columbus, Craven, Cumberland, Duplin, Edgecombe, Gaston, Greene, Hoke, Jones, Lenoir, Lincoln, Montgomery, Onslow, Pender, Person, Pitt, Robeson, Sampson, Wayne and Yadkin. §42-23.

Turpentine and lightwood leases:

This Chapter shall apply to all leases or contracts to lease turpentine trees, or use lightwood for purposes of making tar, and the parties thereto shall be fully subject to the provisions and penalties of this Chapter. §42-24.

Mining and timberland leases:

If in a lease of land for mining, or of timbered land for the purpose of manufacturing the timber into goods, rent is reserved, and if it is agreed in the lease that the minerals, timber or goods, or any portion thereof, shall not be removed until the payment of the rent, in such case the lessor shall have the rights and be entitled to the remedy given by this Chapter. §42-25.

ARTICLE 2A.

Ejectment of Residential Tenants.

Manner of ejectment of residential tenants:

It is the public policy of the State of North Carolina, in order to maintain the public peace, that a residential tenant shall be evicted, dispossessed or otherwise constructively or actually removed from his dwelling unit only in accordance with the procedure prescribed in Article 3 or Article 7 of this Chapter. § 42-25.6.

Distress and distraint not permitted:

It is the public policy of the State of North Carolina that distress and distraint are prohibited and that landlords of residential rental property shall have rights concerning the personal property of their residential tenants only in accordance with G.S.

Contrary lease provisions:

Any lease or contract provision contrary to this Article shall be void as against public policy. §42-25.8.

Remedies:

(a) If any lessor, landlord, or agent removes or attempts to remove a tenant from a dwelling unit in any manner contrary to this Article, the tenant shall be entitled to recover possession or to terminate his lease and the lessor, landlord or agent shall be liable to the tenant for damages caused by the tenant's removal or attempted removal. Damages in any action brought by a tenant under this Article shall be limited to actual damages as in an action for trespass or conversion and shall not include punitive damages, treble damages or damages for emotional distress.

(b) If any lessor, landlord, or agent seizes possession of or interferes with a tenant's access to a tenant's or household member's personal property in any manner not in accordance with G.S. 44A-2(e2), 42-25.9(d), 42-25.9(g), 42-25.9(h), or G.S. 42- 36.2 the tenant or household member shall be entitled to recover possession of his personal property or compensation for the value of the personal property, and, in any action brought by a tenant or household member under this Article, the landlord shall be liable to the tenant or household member for actual damages, but not including punitive damages, treble damages or damages for emotional distress.

(c) The remedies created by this section are supplementary to all existing common-law and statutory rights and remedies.

(d) If any tenant abandons personal property of five hundred dollar (\$500.00) value or less in the demised premises, or fails to remove such property at the time of execution of a writ of possession in an action for summary ejectment, the landlord may, as an alternative to the procedures provided in G.S. 42-25.9(g), 42-25.9(h), or 42-36.2, deliver the property into the custody of a nonprofit organization regularly providing free or at a nominal price clothing and household furnishings to people in need, upon that organization agreeing to identify and separately store the property for 30 days and to release the property to the tenant at no charge within the

30-day period. A landlord electing to use this procedure shall immediately post at the demised premises a notice containing the name and address of the property recipient, post the same notice for 30 days or more at the place where rent is received, and send the same notice by first-class mail to the tenant at the tenant's last known address. Provided, however, that the notice shall not include a description of the property.

(e) For purposes of subsection (d), personal property shall be deemed abandoned if the landlord finds evidence that clearly shows the premises has been voluntarily vacated after the paid rental period has expired and the landlord has no notice of a disability that caused the vacancy. A presumption of abandonment shall arise 10 or more days after the landlord has posted conspicuously a notice of suspected abandonment both inside and outside the premises and has received no response from the tenant.

(f) Any nonprofit organization agreeing to receive personal property under subsection (d) shall not be liable to the owner for a disposition of such property provided that the property has been separately identified and stored for release to the owner for a period of 30 days.

(g) Ten days after being placed in lawful possession by execution of a writ of possession, a landlord may throw away, dispose of, or sell all items of personal property remaining on the premises, except that in the case of the lease of a space for a manufactured home as defined in G.S. 143-143.9(6), G.S. 44A-2(e2) shall apply to the disposition of a manufactured home with a current value in excess of five hundred dollars (\$500.00) and its contents by a landlord after being placed in lawful possession by execution of a writ of possession. During the 10-day period after being placed in lawful possession by execution of a writ of possession, a landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the premises unless otherwise provided for in this Chapter. Upon the tenant's request prior to the expiration of the 10-day period, the landlord shall release possession of the property to the tenant during regular business hours or at a time agreed upon. If the landlord elects to sell the property at public or private sale, the landlord shall give written notice to the tenant by first-class mail to the tenant's last known address at least seven days prior to the day of the sale. The seven-day notice of sale may run concurrently with the 10-day period which allows the tenant to request possession of the property. The written notice shall state the date, time, and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be disbursed to the tenant, upon request, within 10 days after the sale, and will thereafter be delivered to the government of the county in which the rental property is located. Upon the tenant's request prior to the day of sale, the landlord shall release possession of the property to the tenant during regular business hours or at a time agreed upon. The landlord may apply the proceeds of the sale to the unpaid rents, damages, storage fees, and sale costs. Any surplus from the sale shall be disbursed to the tenant, upon request, within 10 days of the sale and shall thereafter be delivered to the government of the county in which the rental property is located.

(h) If the total value of all property remaining on the premises at the time of execution of a writ of possession in an action for summary ejectment is less than one hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, and the landlord may throw away or dispose of the property. Upon the tenant's request prior to the expiration of the five-day period, the landlord shall release possession of the property to the tenant during regular business hours or at a time agreed upon. § 42-25.9.

ARTICLE 3.

Summary Ejectment.

Tenant holding over may be dispossessed in certain cases:

Any tenant or lessee of any house or land, and the assigns under the tenant or legal representatives of such tenant or lessee, who holds over and continues in the possession of the demised premises, or any part thereof, without the permission of the landlord, and after demand made for its surrender, may be removed from such premises in the manner hereinafter prescribed in any of the following cases:

(1) When a tenant in possession of real estate holds over after his term has expired.

(2) When the tenant or lessee, or other person under him, has done or omitted any act by which, according to the stipulations of the lease, his estate has ceased.

(3) When any tenant or lessee of lands or tenements, who is in arrear for rent or has agreed to cultivate the demised premises and to pay a part of the crop to be made thereon as rent, or who has given to the lessor a lien on such crop as a security for the rent, deserts the demised premises, and leaves them unoccupied and uncultivated. § 42-26.

Local: Refusal to perform contract ground for dispossession:

When any tenant or cropper who enters into a contract for the rental of land for the current or ensuing year willfully neglects or refuses to perform the terms of his contract without just cause, he shall forfeit his right of possession to the premises. This section applies only to the following counties: Alamance, Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Burke, Cabarrus, Camden, Carteret, Caswell, Chatham, Chowan, Cleveland, Columbus, Craven, Cumberland, Currituck, Davidson, Duplin, Edgecombe, Forsyth, Franklin, Gaston, Gates, Greene, Guilford, Halifax, Harnett, Hertford, Hoke, Hyde, Jackson, Johnston, Jones, Lee, Lenoir, Martin, Mecklenburg, Montgomery, Moore, Nash, Northampton, Onslow, Pasquotank, Pender, Perquimans, Pitt, Polk, Randolph, Robeson, Rockingham, Rowan, Rutherford, Sampson, Stokes, Surry, Swain, Tyrrell, Union, Wake, Warren, Washington, Wayne, Wilson, Yadkin. §42-27.

Summons issued by clerk:

When the lessor or his assignee files a complaint pursuant to G.S. 42-26 or 42-27, and asks to be put in possession of the leased premises, the clerk of superior court shall issue a summons requiring the defendant to appear at a certain time and place not to exceed seven days from the issuance of the summons, excluding weekends and legal holidays, to answer the complaint.

The plaintiff may claim rent in arrears, and damages for the occupation of the premises since the cessation of the estate of the lessee, not to exceed the jurisdictional amount established by G.S. 7A-210(1), but if he omits to make such claim, he shall not be prejudiced thereby in any other action for their recovery. § 42-28.

Service of summons:

The officer receiving the summons shall mail a copy of the summons and complaint to the defendant no later than the end of the next business day or as soon as practicable at the defendant's last known address in a stamped addressed envelope provided by the plaintiff to the action. The officer may, within five days of the issuance of the summons, attempt to telephone the defendant requesting that the defendant either personally visit the officer to accept service, or schedule an appointment for the defendant to receive delivery of service from the officer. If the officer does not attempt to telephone the defendant or the attempt is unsuccessful or does not result in service to the defendant, the officer shall make at least one visit to the place of abode of the defendant within five days of the issuance of the summons at a time reasonably calculated to find the defendant at the place of abode to attempt personal delivery of service. He then shall deliver a copy of the summons together with a copy of the complaint to the defendant, or leave copies thereof at the defendant's dwelling house or usual place of abode with some person of suitable age and discretion then residing therein. If such service cannot be made the officer shall affix copies to some conspicuous part of the premises claimed and make due return showing compliance with this section. § 42-29.

Judgment by confession or where plaintiff has proved case:

The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if the plaintiff proves his case by a preponderance of the evidence, or the defendant admits the allegations of the complaint, the magistrate shall give judgment that the defendant be removed from, and the plaintiff be put in possession of, the demised premises; and if any rent or damages for the occupation of the premises after the

cessation of the estate of the lessee, not exceeding the jurisdictional amount established by G.S. 7A-210(1), be claimed in the oath of the plaintiff as due and unpaid, the magistrate shall inquire thereof, and give judgment as he may find the fact to be. § 42-30.

Trial by magistrate:

If the defendant by his answer denies any material allegation in the oath of the plaintiff, the magistrate shall hear the evidence and give judgment as he shall find the facts to be. §42-31.

Damages assessed to trial:

On appeal to the district court, the jury trying issues joined shall assess the damages of the plaintiff for the detention of his possession to the time of the trial in that court; and, if the jury finds that the detention was wrongful and that the appeal was without merit and taken for the purpose of delay, the plaintiff, in addition to any other damages allowed, shall be entitled to the amount of rent in arrears, or which may have accrued, to the time of trial in the district court.

Judgment for the rent in arrears and for the damages assessed may, on motion, be rendered against the sureties to the appeal. §42-32. (1868-9, c. 156, s. 28; Code, s. 1775; Rev., s. 2006; C.S., s. 2371; 1945, c. 796; 1971, c. 533, s. 7; 1979, c. 820, s. 7.)

Rent and costs tendered by tenant:

If, in any action brought to recover the possession of demised premises upon a forfeiture for the nonpayment of rent, the tenant, before judgment given in such action, pays or tenders the rent due and the costs of the action, all further proceedings in such action shall cease. If the plaintiff further prosecutes his action, and the defendant pays into court for the use of the plaintiff a sum equal to that which shall be found to be due, and the costs, to the time of such payment, or to the time of a tender and refusal, if one has occurred, the defendant shall recover from the plaintiff all subsequent costs; the plaintiff shall be allowed to receive the sum paid into court for his use, and the proceedings shall be stayed. §42-33.

Undertaking on appeal and order staying execution:

(a) Upon appeal to the district court, either party may demand that the case be tried at the first session of the court after the appeal is docketed, but the presiding judge, in his discretion, may first try any pending case in which the rights of the parties or the public demand it. If the case has not been previously continued in district court, the court shall continue the case for an appropriate period of time if any party initiates discovery or files a motion to allow further pleadings pursuant to G.S. 7A-220 or G.S. 7A-229, or for summary judgment pursuant to Rule 56 of the Rules of Civil Procedure.

(b) During an appeal to district court, it shall be sufficient to stay execution of a judgment for ejectment if the defendant appellant pays to the clerk of superior court any rent in arrears as determined by the magistrate and signs an undertaking that he or she will pay into the office of the clerk of superior court the amount of the contract rent as it becomes due periodically after the judgment was entered and, where applicable, comply with subdivision (c) below. Provided however, when the magistrate makes a finding in the record, based on evidence presented in court, that there is an actual dispute as to the amount of rent in arrears that is due and the magistrate specifies the specific amount of rent in arrears in dispute, in order to stay execution of a judgment for ejectment, the defendant appellant shall not be required to pay to the clerk of superior court the amount of rent in arrears found by the magistrate to be in dispute, even if the magistrate's judgment includes this amount in the amount of rent found to be in arrears. If a defendant appellant appeared at the hearing before the magistrate and the magistrate found an amount of rent in arrears that was not in dispute, and if an attorney representing the defendant appellant on appeal to the district court signs a pleading stating that there is

evidence of an actual dispute as to the amount of rent in arrears, then the defendant appellant shall not be required to pay the rent in arrears alleged to be in dispute to stay execution of a judgment for ejectment pending appeal. Any magistrate, clerk, or district court judge shall order stay of execution upon the defendant appellant's paying the undisputed rent in arrears to the clerk and signing the undertaking. If either party disputes the amount of the payment or the due date in the undertaking, the aggrieved party may move for modification of the terms of the undertaking before the clerk of superior court or the district court. Upon such motion and upon notice to all interested parties, the clerk or court shall hold a hearing and determine what modifications, if any, are appropriate.

(c) In an ejectment action based upon alleged nonpayment of rent where the judgment is entered more than five working days before the day when the next rent will be due under the lease, the appellant shall make an additional undertaking to stay execution pending appeal. Such additional undertaking shall be the payment of the prorated rent for the days between the day that the judgment was entered and the next day when the rent will be due under the lease.

(c1) Notwithstanding the provisions of subsection (b) of this section, an indigent defendant appellant, as set forth in G.S. 1-110, who prosecutes his or her appeal as an indigent and who meets the requirement of G.S. 1-288 shall pay the amount of the contract rent as it becomes periodically due as set forth in subsection (b) of this section, but shall not be required to pay rent in arrears as set forth in subsection (b) of this section in order to stay execution pending appeal.

(d) The undertaking by the appellant and the order staying execution may be substantially in the following form:

"State of North Carolina,

"County of _____

"_____, Plaintiff

vs. Bond to

"_____, Defendant Stay Execution

On Appeal to District Court

"Now comes the defendant in the above entitled action and respectfully shows the court that judgment for summary ejectment was entered against the defendant and for the plaintiff on the _____ day of _____, _____, by the Magistrate. Defendant has appealed the judgment to the District Court.

"Pursuant to the terms of the lease between plaintiff and defendant, defendant is obligated to pay rent in the amount of \$_____ per _____, due on the _____ day of each _____.

"Where the payment of rent in arrears or an additional undertaking is required by G.S. 42-34, the defendant hereby tenders \$_____ to the Court as required.

"Defendant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid terms of the lease and moves the Court to stay execution on the judgment for summary ejectment until this matter is heard on appeal by the District Court.

"This the ___ day of _____, ____.

Defendant

"Upon execution of the above bond, execution on said judgment for summary ejectment is hereby stayed until the

action is heard on appeal in the District Court. If defendant fails to make any rental payment to the clerk's office within five days of the due date, upon application of the plaintiff, the stay of execution shall dissolve and the sheriff may dispossess the defendant.

"This the ___ day of _____, ___.

Assistant Clerk of Superior Court."

(e) Upon application of the plaintiff, the clerk of superior court shall pay to the plaintiff any amount of the rental payments paid by the defendant into the clerk's office which are not claimed by the defendant in any pleadings.

(f) If the defendant fails to make a payment within five days of the due date according to the undertaking and order staying execution, the clerk, upon application of the plaintiff, shall issue execution on the judgment for possession.

(g) When it appears by stipulation executed by all of the parties or by final order of the court that the appeal has been resolved, the clerk of court shall disburse any accrued moneys of the undertaking remaining in the clerk's office according to the terms of the stipulation or order. § 42-34.

Rent pending execution of judgment; post bond pending appeal:

(a) If the judgment in district court is against the defendant appellant and the defendant appellant does not appeal the judgment, the defendant appellant shall pay rent to the plaintiff for the time the defendant appellant remains in possession of the premises after the judgment is given. Rent shall be prorated if the judgment is executed before the day rent would become due under the terms of the lease. The clerk of court shall disperse any rent in arrears paid by the defendant appellant in accordance with a stipulation executed by all parties or, if there is no stipulation, in accordance with the judge's order.

(b) If the judgment in district court is against the defendant appellant and the defendant appellant appeals the judgment, it shall be sufficient to stay execution of the judgment if the defendant appellant posts a bond as provided in G.S. 42-34(b). If the defendant appellant fails to perfect the appeal or the appellate court upholds the judgment of the district court, the execution of the judgment shall proceed. The clerk of court shall not disperse any rent in arrears paid by the defendant appellant until all appeals have been resolved. § 42-34.1.

Restitution of tenant, if case quashed, etc., on appeal:

If the proceedings before the magistrate are brought before a district court and quashed, or judgment is given against the plaintiff, the district or other court in which final judgment is given shall, if necessary, restore the defendant to the possession, and issue such writs as are proper for that purpose. §42-35.

Damages to tenant for dispossession, if proceedings quashed, etc:

If, by order of the magistrate, the plaintiff is put in possession, and the proceedings shall afterwards be quashed or reversed, the defendant may recover damages of the plaintiff for his removal. §42-36.

Lease or rental of manufactured homes:

The provisions of this Article shall apply to the lease or rental of manufactured homes, as defined in G.S. 143-145.

Judgments for possession more than 30 days old:

Prior to obtaining execution of a judgment that has been entered for more than 30 days for possession of demised premises, a landlord shall sign an affidavit stating that the landlord has neither entered into a formal lease with the defendant nor accepted rental money from the defendant for any period of time after entry of the

judgment. § 42-36.1A.

Notice to tenant of execution of writ for possession of property; storage of evicted tenant's personal property:

(a) When Sheriff May Remove Property. -- Before removing a tenant's personal property from demised premises pursuant to a writ for possession of real property or an order, the sheriff shall give the tenant notice of the approximate time the writ will be executed. The time within which the sheriff shall have to execute the writ shall be no more than seven days from the sheriff's receipt thereof. The sheriff shall remove the tenant's property, as provided in the writ, no earlier than the time specified in the notice, unless:

- (1) The landlord, or his authorized agent, signs a statement saying that the tenant's property can remain on the premises, in which case the sheriff shall simply lock the premises; or
- (2) The landlord, or his authorized agent, signs a statement saying that the landlord does not want to eject the tenant because the tenant has paid all court costs charged to him and has satisfied his indebtedness to the landlord.

Upon receipt of either statement by the landlord, the sheriff shall return the writ unexecuted to the issuing clerk of court and shall make a notation on the writ of his reasons. The sheriff shall attach a copy of the landlord's statement to the writ. If the writ is returned unexecuted because the landlord signed a statement described in subdivision (2) of this subsection, the clerk shall make an entry of satisfaction on the judgment docket. If the sheriff padlocks, the costs of the proceeding shall be charged as part of the court costs.

(b) Sheriff May Store Property. -- When the sheriff removes the personal property of an evicted tenant from demised premises pursuant to a writ or order the tenant shall take possession of his property. If the tenant fails or refuses to take possession of his property, the sheriff may deliver the property to any storage warehouse in the county, or in an adjoining county if no storage warehouse is located in that county, for storage. The sheriff may require the landlord to advance the cost of delivering the property to a storage warehouse plus the cost of one month's storage before delivering the property to a storage warehouse. If a landlord refuses to advance these costs when requested to do so by the sheriff, the sheriff shall not remove the tenant's property, but shall return the writ unexecuted to the issuing clerk of court with a notation thereon of his reason for not executing the writ. Except for the disposition of manufactured homes and their contents as provided in G.S. 42-25.9(g) and G.S. 44A-2(e2), within 10 days of the landlord's being placed in lawful possession by execution of a writ of possession and upon the tenant's request within that 10-day period, the landlord shall release possession of the property to the tenant during regular business hours or at a time agreed upon. During the 10-day period after being placed in lawful possession by execution of a writ of possession, a landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the premises unless otherwise provided for in this Chapter. After the expiration of the 10-day period, the landlord may throw away, dispose of, or sell the property in accordance with the provisions of G.S. 42-25.9(g). If the tenant does not request release of the property within 10 days, all costs of summary ejectment, execution and storage proceedings shall be charged to the tenant as court costs and shall constitute a lien against the stored property or a claim against any remaining balance of the proceeds of a warehouseman's lien sale.

(c) Liability of the Sheriff. -- A sheriff who stores a tenant's property pursuant to this section and any person acting under the sheriff's direction, control, or employment shall be liable for any claims arising out of the willful or wanton negligence in storing the tenant's property.

(d) Notice. -- The notice required by subsection (a) shall, except in actions involving the lease of a space for a manufactured home as defined in G.S. 143-143.9(6), inform the tenant that failure to request possession of any property on the premises within 10 days of execution may result in the property being thrown away, disposed of, or sold. Notice shall be made by one of the following methods:

- (1) By delivering a copy of the notice to the tenant or his authorized agent at least two days before the time stated in the notice for serving the writ;

- (2) By leaving a copy of the notice at the tenant's dwelling or usual place of abode with a person of suitable age and discretion who resides there at least two days before the time stated in the notice for serving the writ; or
- (3) By mailing a copy of the notice by first-class mail to the tenant at his last known address at least five days before the time stated in the notice for serving the writ. § 42-36.2.

ARTICLE 4A.
Retaliatory Eviction.

Defense of retaliatory eviction:

- (a) It is the public policy of the State of North Carolina to protect tenants and other persons whose residence in the household is explicitly or implicitly known to the landlord, who seek to exercise their rights to decent, safe, and sanitary housing. Therefore, the following activities of such persons are protected by law:
- (1) A good faith complaint or request for repairs to the landlord, his employee, or his agent about conditions or defects in the premises that the landlord is obligated to repair under G.S. 42-42;
- (2) A good faith complaint to a government agency about a landlord's alleged violation of any health or safety law, or any regulation, code, ordinance, or State or federal law that regulates premises used for dwelling purposes;
- (3) A government authority's issuance of a formal complaint to a landlord concerning premises rented by a tenant;
- (4) A good faith attempt to exercise, secure or enforce any rights existing under a valid lease or rental agreement or under State or federal law; or
- (5) A good faith attempt to organize, join, or become otherwise involved with, any organization promoting or enforcing tenants' rights.
- (b) In an action for summary ejectment pursuant to G.S. 42-26, a tenant may raise the affirmative defense of retaliatory eviction and may present evidence that the landlord's action is substantially in response to the occurrence within 12 months of the filing of such action of one or more of the protected acts described in subsection (a) of this section.
- (c) Notwithstanding subsections (a) and (b) of this section, a landlord may prevail in an action for summary ejectment if:
- (1) The tenant breached the covenant to pay rent or any other substantial covenant of the lease for which the tenant may be evicted, and such breach is the reason for the eviction; or
- (2) In a case of a tenancy for a definite period of time where the tenant has no option to renew the lease, the tenant holds over after expiration of the term; or
- (3) The violation of G.S. 42-42 complained of was caused primarily by the willful or negligent conduct of the tenant, member of the tenant's household, or their guests or invitees; or
- (4) Compliance with the applicable building or housing code requires demolition or major alteration or remodeling that cannot be accomplished without completely displacing the tenant's household; or
- (5) The landlord seeks to recover possession on the basis of a good faith notice to quit the premises, which notice was delivered prior to the occurrence of any of the activities protected by subsections (a) and (b) of this section; or
- (6) The landlord seeks in good faith to recover possession at the end of the tenant's term for use as the landlord's own abode, to demolish or make major alterations or remodeling of the dwelling unit in a manner that requires the complete displacement of the tenant's household, or to terminate for at least six months the use of the property as a rental dwelling unit. § 42-37.1.

Remedies:

- (a) If the court finds that an ejectment action is retaliatory, as defined by this Article, it shall deny the

request for ejectment; provided, that a dismissal of the request for ejectment shall not prevent the landlord from receiving payments for rent due or any other appropriate judgment.

(b) The rights and remedies created by this Article are supplementary to all existing common law and statutory rights and remedies. §42-37.2.

Waiver:

Any waiver by a tenant or a member of his household of the rights and remedies created by this Article is void as contrary to public policy. §42-37.3.

ARTICLE 5.

Residential Rental Agreements.

Application:

This Article determines the rights, obligations, and remedies under a rental agreement for a dwelling unit within this State. §42-38.

Exclusions:

(a) The provisions of this Article shall not apply to transient occupancy in a hotel, motel, or similar lodging subject to regulation by the Commission for Health Services.

(a1) The provisions of this Article shall not apply to vacation rentals entered into under Chapter 42A of the General Statutes.

(b) Nothing in this Article shall apply to any dwelling furnished without charge or rent. § 42-39.

Definitions:

For the purpose of this Article, the following definitions shall apply:

(1) "Action" includes recoupment, counterclaim, defense, setoff, and any other proceeding including an action for possession.

(2) "Premises" means a dwelling unit, including mobile homes or mobile home spaces, and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities normally held out for the use of residential tenants.

(3) "Landlord" means any owner and any rental management company, rental agency, or any other person having the actual or apparent authority of an agent to perform the duties imposed by this Article. § 42-40.

Mutuality of obligations:

The tenant's obligation to pay rent under the rental agreement or assignment and to comply with G.S. 42-43 and the landlord's obligation to comply with G.S. 42-42(a) shall be mutually dependent. §42-41.

Landlord to provide fit premises:

(a) The landlord shall:

(1) Comply with the current applicable building and housing codes, whether enacted before or after October 1, 1977, to the extent required by the operation of such codes; no new requirement is imposed by this subdivision

(a)(1) if a structure is exempt from a current building code.

(2) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.

(3) Keep all common areas of the premises in safe condition.

(4) Maintain in good and safe working order and promptly repair all electrical, plumbing, sanitary, heating,

ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by the landlord provided that notification of needed repairs is made to the landlord in writing by the tenant, except in emergency situations.

(5) Provide operable smoke detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval, and install the smoke detectors in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. The landlord shall replace or repair the smoke detectors within 15 days of receipt of notification if the landlord is notified of needed replacement or repairs in writing by the tenant. The landlord shall ensure that a smoke detector is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated smoke detector at the beginning of a tenancy and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord.

(b) The landlord is not released of his obligations under any part of this section by the tenant's explicit or implicit acceptance of the landlord's failure to provide premises complying with this section, whether done before the lease was made, when it was made, or after it was made, unless a governmental subdivision imposes an impediment to repair for a specific period of time not to exceed six months.

Notwithstanding the provisions of this subsection, the landlord and tenant are not prohibited from making a subsequent written contract wherein the tenant agrees to perform specified work on the premises, provided that said contract is supported by adequate consideration other than the letting of the premises and is not made with the purpose or effect of evading the landlord's obligations under this Article. § 42-42.

Tenant to maintain dwelling unit:

(a) The tenant shall:

(1) Keep that part of the premises that the tenant occupies and uses as clean and safe as the conditions of the premises permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the premises that the tenant uses.

(2) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.

(3) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.

(4) Not deliberately or negligently destroy, deface, damage, or remove any part of the premises, nor render inoperable the smoke detector provided by the landlord, or knowingly permit any person to do so.

(5) Comply with any and all obligations imposed upon the tenant by current applicable building and housing codes.

(6) Be responsible for all damage, defacement, or removal of any property inside a dwelling unit in the tenant's exclusive control unless the damage, defacement or removal was due to ordinary wear and tear, acts of the landlord or the landlord's agent, defective products supplied or repairs authorized by the landlord, acts of third parties not invitees of the tenant, or natural forces.

(7) Notify the landlord, in writing, of the need for replacement of or repairs to a smoke detector. The landlord shall ensure that a smoke detector is operable and in good repair at the beginning of each tenancy. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated smoke detector at the beginning of a tenancy and the tenant shall replace the batteries as needed during the tenancy. Failure of the tenant to replace the batteries as needed shall not be considered as negligence on the part of the tenant or the landlord.

(b) The landlord shall notify the tenant in writing of any breaches of the tenant's obligations under this section except in emergency situations. § 42-43.

General remedies, penalties, and limitations:

- (a) Any right or obligation declared by this Chapter is enforceable by civil action, in addition to other remedies of law and in equity.
- (a1) If a landlord fails to provide, install, replace, or repair a smoke detector under the provisions of G.S. 42-42(a)(5) within 30 days of having received written notice from the tenant or any agent of State or local government of the landlord's failure to do so, the landlord shall be responsible for an infraction and shall be subject to a fine of not more than two hundred fifty dollars (\$250.00) for each violation. The landlord may temporarily disconnect a smoke detector in a dwelling unit or common area for construction or rehabilitation activities when such activities are likely to activate the smoke detector or make it inactive.
- (a2) If a smoke detector is disabled or damaged, other than through actions of the landlord, the landlord's agents, or acts of God, the tenant shall reimburse the landlord the reasonable and actual cost for repairing or replacing the smoke detector within 30 days of having received written notice from the landlord or any agent of State or local government of the need for the tenant to make such reimbursement. If the tenant fails to make reimbursement within 30 days, the tenant shall be responsible for an infraction and subject to a fine of not more than one hundred dollars (\$100.00) for each violation. The tenant may temporarily disconnect a smoke detector in a dwelling unit to replace the batteries or when it has been inadvertently activated.
- (b) Repealed by Session Laws 1979, c. 820, s. 8.
- (c) The tenant may not unilaterally withhold rent prior to a judicial determination of a right to do so.
- (d) A violation of this Article shall not constitute negligence per se. § 42-44.

Early termination of rental agreement by military personnel:

- (a) Any member of the United States Armed Forces who (i) is required to move pursuant to permanent change of station orders to depart 50 miles or more from the location of the dwelling unit, or (ii) is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces, may terminate his rental agreement for a dwelling unit by providing the landlord with a written notice of termination to be effective on a date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the member's commanding officer.

Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy except the liquidated damages provided in subsection (b) of this section.

If a member terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind shall be due.

- (b) In consideration of early termination of the rental agreement, the tenant is liable to the landlord for liquidated damages provided the tenant has completed less than nine months of the tenancy and the landlord has suffered actual damages due to loss of the tenancy. The liquidated damages shall be in an amount no greater than one month's rent if the tenant has completed less than six months of the tenancy as of the effective date of termination, or one-half of one month's rent if the tenant has completed at least six but less than nine months of the tenancy as of the effective date of termination.
- (c) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

Nothing in this section shall affect the rights established by G.S. 42-3. § 42-45.

Late fees:

- (a) In all residential rental agreements in which a definite time for the payment of the rent is fixed, the parties may agree to a late fee not to exceed fifteen dollars (\$15.00) or five percent (5%) of the rental payment, whichever is greater, to be charged by the lessor if any rental payment is five days or more late.
- (b) A late fee under this section may be imposed only one time for each late rental payment. A late fee for a specific late rental payment may not be deducted from a subsequent rental payment so as to cause the subsequent rental payment to be in default.
- (c) Any provision of a residential rental agreement contrary to the provisions of this section is against the public policy of this State and therefore void and unenforceable. § 42-46.

ARTICLE 6.
Tenant Security Deposit Act.

Deposits from the tenant:

Security deposits from the tenant in residential dwelling units shall be deposited in a trust account with a licensed and insured bank or savings institution located in the State of North Carolina or the landlord may, at his option, furnish a bond from an insurance company licensed to do business in North Carolina. The security deposits from the tenant may be held in a trust account outside of the State of North Carolina only if the landlord provides the tenant with an adequate bond in the amount of said deposits. The landlord or his agent shall notify the tenant within 30 days after the beginning of the lease term of the name and address of the bank or institution where his deposit is currently located or the name of the insurance company providing the bond. §42-50.

Permitted uses of the deposit:

Security deposits for residential dwelling units shall be permitted only for the tenant's possible nonpayment of rent, damage to the premises, nonfulfillment of rental period, any unpaid bills which become a lien against the demised property due to the tenant's occupancy, costs of re-renting the premises after breach by the tenant, costs of removal and storage of tenant's property after a summary ejectment proceeding or court costs in connection with terminating a tenancy. Such security deposit shall not exceed an amount equal to two weeks' rent if a tenancy is week to week, one and one-half months' rent if a tenancy is month to month, and two months' rent for terms greater than month to month. These deposits must be fully accounted for by the landlord as set forth in G.S. 42-52. §42-51.

Landlord's obligations:

Upon termination of the tenancy, money held by the landlord as security may be applied as permitted in G.S. 42-51 or, if not so applied, shall be refunded to the tenant. In either case the landlord in writing shall itemize any damage and mail or deliver same to the tenant, together with the balance of the security deposit, no later than 30 days after termination of the tenancy and delivery of possession by the tenant. If the tenant's address is unknown the landlord shall apply the deposit as permitted in G.S. 42-51 after a period of 30 days and the landlord shall hold the balance of the deposit for collection by the tenant for at least six months. The landlord may not withhold as damages part of the security deposit for conditions that are due to normal wear and tear nor may the landlord retain an amount from the security deposit which exceeds his actual damages. §42-52.

Pet deposits:

Notwithstanding the provisions of this section, the landlord may charge a reasonable, nonrefundable fee for pets kept by the tenant on the premises. §42-53.

Transfer of dwelling units:

Upon termination of the landlord's interest in the dwelling unit in question, whether by sale, assignment, death, appointment of receiver or otherwise, the landlord or his agent shall, within 30 days, do one of the following acts, either of which shall relieve him of further liability with respect to such payment or deposit:

- (1) Transfer the portion of such payment or deposit remaining after any lawful deductions made under this section to the landlord's successor in interest and thereafter notify the tenant by mail of such transfer and of the transferee's name and address; or
- (2) Return the portion of such payment or deposit remaining after any lawful deductions made under this section to the tenant. §42-54.

Remedies:

If the landlord or the landlord's successor in interest fails to account for and refund the balance of the tenant's security deposit as required by this Article, the tenant may institute a civil action to require the accounting of and the recovery of the balance of the deposit. In addition to other remedies at law and equity, the tenant may recover damages resulting from noncompliance by the landlord; and upon a finding by the court that the party against whom judgment is rendered was in willful noncompliance with this Article, the court may, in its discretion, allow a reasonable attorney's fee to the duly licensed attorney representing the prevailing party, such attorney's fee to be taxed as part of the cost of court. §42-55.

Application of Article:

The provisions of this Article shall apply to all persons, firms, or corporations engaged in the business of renting or managing residential dwelling units, excluding single rooms, on a weekly, monthly or annual basis. §42-56.

ARTICLE 7.

Expedited Eviction of Drug Traffickers and Other Criminals.

Definitions:

As used in this Article:

- (1) "Complete eviction" means the eviction and removal of a tenant and all members of the tenant's household.
- (2) "Criminal activity" means (i) activity that would constitute a violation of G.S. 90-95 other than a violation of G.S. 90-95(a)(3), or a conspiracy to violate any provision of G.S. 90-95 other than G.S. 90-95(a)(3); or (ii) other criminal activity that threatens the health, safety, or right of peaceful enjoyment of the entire premises by other residents or employees of the landlord.
- (3) "Entire premises" or "leased residential premises" means a house, building, mobile home, or apartment, whether publicly or privately owned, which is leased for residential purposes. These terms include the entire building or complex of buildings or mobile home park and all real property of any nature appurtenant thereto and used in connection therewith, including all individual rental units, streets, sidewalks, and common areas. These terms do not include a hotel, motel, or other guest house or part thereof rented to a transient guest.
- (4) "Felony" means a criminal offense that constitutes a felony under North Carolina law.
- (5) "Guest" means any natural person who has been given express or implied permission by a tenant, a member of the tenant's household, or another guest of the tenant to enter an individual rental unit or any portion of the entire premises.
- (6) "Individual rental unit" means an apartment or individual dwelling or accommodation which is leased to a particular tenant, whether or not it is used or occupied or intended to be used or occupied by a single family or household.
- (7) "Landlord" means a person, entity, corporation, or governmental authority or agency who or which owns, operates, or manages any leased residential premises.

(8) "Partial eviction" means the eviction and removal of specified persons from a leased residential premises.

(9) "Resident" means any natural person who lawfully resides in a leased residential premises who is not a signatory to a lease or otherwise has no contractual relationship to a landlord. The term includes members of the household of a tenant.

(10) "Tenant" means any natural person or entity who is a named party or signatory to a lease or rental agreement, and who occupies, resides in, or has a legal right to possess and use an individual rental unit. § 42-59.

Statement of Public Policy:

The General Assembly recognizes that the residents of this State have the right to the peaceful, safe, and quiet enjoyment of their homes. The General Assembly further recognizes that these rights, as well as the health, safety, and welfare of residents, are often jeopardized by the criminal activity of other residents of rented residential property, but that landlords are often unable to remove those residents engaged in criminal activity. In order to ensure that residents of this State can have the peaceful, safe, and quiet enjoyment of their homes, the provisions of this Article are deemed to apply to all residential rental agreements in this State. § 42-59.1.

Nature of actions and jurisdiction:

The causes of action established in this Article are civil actions to remove tenants or other persons from leased residential premises. These actions shall be brought in the district court of the county where the individual rental unit is located. If the plaintiff files the complaint as a small claim, the parties shall not be entitled to discovery from the magistrate. However, if such a case is filed originally in the district court or is appealed from the judgment of a magistrate for a new trial in the district court, all of the procedures and remedies in this Article shall be applicable. § 42-60.

Standard of proof:

The civil causes of action established in this Article shall be proved by a preponderance of the evidence, except as otherwise expressly provided in G.S. 42-64. § 42-61.

Parties:

(a) Who May Bring Action. -- A civil action pursuant to this Article may be brought by the landlord of a leased residential premises, or the landlord's agent, as provided for in G.S. 1-57 of the General Statutes and in Article 3 of this Chapter.

(b) Defendants to the Action. -- A civil action pursuant to this Article may be brought against any person within the jurisdiction of the court, including a tenant, adult or minor member of the tenant's household, guest, or resident of the leased residential premises. If any defendant's true name is unknown to the plaintiff, process may issue against the defendant under a fictitious name, stating it to be fictitious and adding an appropriate description sufficient to identify him or her.

(c) Notice to Defendants. -- A complaint initiating an action pursuant to this Article shall be served in the same manner as serving complaints in civil actions pursuant to G.S. 1A- 1, Rule 4 and G.S. 42-29. § 42-62.

Remedies and judicial orders:

(a) Grounds for Complete Eviction. -- Subject to the provisions of G.S. 42-64 and pursuant to G.S. 42-68, the court shall order the immediate eviction of a tenant and all other residents of the tenant's individual unit where it finds that:

(1) Criminal activity has occurred on or within the individual rental unit leased to the tenant; or

(2) The individual rental unit leased to the tenant was used in any way in furtherance of or to promote criminal activity; or

- (3) The tenant, any member of the tenant's household, or any guest has engaged in criminal activity on or in the immediate vicinity of any portion of the entire premises; or
- (4) The tenant has given permission to or invited a person to return or reenter any portion of the entire premises, knowing that the person has been removed and barred from the entire premises pursuant to this Article or the reasonable rules and regulations of a publicly assisted landlord; or
- (5) The tenant has failed to notify law enforcement or the landlord immediately upon learning that a person who has been removed and barred from the tenant's individual rental unit pursuant to this Article has returned to or reentered the tenant's individual rental unit.
- (b) Grounds for Partial Eviction and Issuance of Removal Orders. -- The court shall, subject to the provisions of G.S. 42-64, order the immediate removal from the entire premises of any person other than the tenant, including an adult or minor member of the tenant's household, where the court finds that such person has engaged in criminal activity on or in the immediate vicinity of any portion of the leased residential premises. Persons removed pursuant to this section shall be barred from returning to or reentering any portion of the entire premises.
- (c) Conditional Eviction Orders Directed Against the Tenant. -- Where the court finds that a member of the tenant's household or a guest of the tenant has engaged in criminal activity on or in the immediate vicinity of any portion of the leased residential premises, but such person has not been named as a party defendant, has not appeared in the action or otherwise has not been subjected to the jurisdiction of the court, a conditional eviction order issued pursuant to subsection (b) of this section shall be directed against the tenant, and shall provide that as an express condition of the tenancy, the tenant shall not give permission to or invite the barred person or persons to return to or reenter any portion of the entire premises. The tenant shall acknowledge in writing that the tenant understands the terms of the court's order, and that the tenant further understands that the failure to comply with the court's order will result in the mandatory termination of the tenancy pursuant to G.S. 42-68. § 42-63.

Affirmative defense or exemption to a complete eviction:

- (a) Affirmative Defense. -- The court shall refrain from ordering the complete eviction of a tenant pursuant to G.S. 42-63(a) where the tenant has established that the tenant was not involved in the criminal activity and that:
- (1) The tenant did not know or have reason to know that criminal activity was occurring or would likely occur on or within the individual rental unit, that the individual rental unit was used in any way in furtherance of or to promote criminal activity, or that any member of the tenant's household or any guest has engaged in criminal activity on or in the immediate vicinity of any portion of the entire premises; or
- (2) The tenant had done everything that could reasonably be expected under the circumstances to prevent the commission of the criminal activity, such as requesting the landlord to remove the offending household member's name from the lease, reporting prior criminal activity to appropriate law enforcement authorities, seeking assistance from social service or counseling agencies, denying permission, if feasible, for the offending household member to reside in the unit, or seeking assistance from church or religious organizations.

Notwithstanding the court's denial of eviction of the tenant, if the plaintiff has proven that an evictable offense under G.S. 42-63 was committed by someone other than the tenant, the court shall order such other relief as the court deems appropriate to protect the interests of the landlord and neighbors of the tenant, including the partial eviction of the culpable household members pursuant to G.S. 42-63(b) and conditional eviction orders under G.S. 42-63(c).

(b) Subsequent Affirmative Defense to a Complete Eviction.

-- The affirmative defense set forth in subsection (a) of this section shall not be available to a tenant in a subsequent action brought pursuant to this Article unless the tenant can establish by clear and convincing evidence that no reasonable person could have foreseen the occurrence of the subsequent criminal activity or that

the tenant had done everything reasonably expected under the circumstances to prevent the commission of the second criminal activity.

(c) Exemption. -- Where the grounds for a complete eviction have been established, the court shall order the eviction of the tenant unless, taking into account the circumstances of the criminal activity and the condition of the tenant, the court is clearly convinced that immediate eviction or removal would be a serious injustice, the prevention of which overrides the need to protect the rights, safety, and health of the other tenants and residents of the leased residential premises. The burden of proof for the exemption set forth shall be by clear and convincing evidence. § 42-64

Obstructing the execution or enforcement of a removal or eviction order:

Any person who knowingly violates any order issued pursuant to this Article or who knowingly interferes with, obstructs, impairs, or prevents any law enforcement officer from enforcing or executing any order issued pursuant to this Article, shall be subject to criminal contempt under Article 1 of Chapter 5A of the General Statutes. Nothing in this section shall be construed in any way to preclude or preempt prosecution for any other criminal offense. § 42-65.

Motion to enforce eviction and removal orders:

(a) A motion to enforce an eviction or removal order issued pursuant to G.S. 42-63(b) or (c) shall be heard on an expedited basis and within 15 days of the service of the motion.

(b) Mandatory Eviction. -- The court shall order the immediate eviction of the tenant where it finds that:

(1) The tenant has given permission to or invited any person removed or barred from the leased residential premises pursuant to this Article to return to or reenter any portion of the premises; or

(2) The tenant has failed to notify appropriate law enforcement authorities or the landlord immediately upon learning that any person who had been removed and barred pursuant to this Article has returned to or reentered the tenant's individual rental unit; or

(3) The tenant has otherwise knowingly violated an express term or condition of any order issued by court pursuant to this Article. § 42-66.

Impermissible defense:

It shall not be a defense to an action brought pursuant to this Article that the criminal activity was an isolated incident or otherwise has not recurred. Nor is it a defense that the person who actually engaged in the criminal activity no longer resides in the tenant's individual rental unit. However, evidence of such facts may be admissible if offered to support affirmative defenses or grounds for an exemption pursuant to G.S. 42-64. § 42-67.

Expedited proceedings:

Where the complaint is filed as a small claim, the expedited process for summary ejection, as provided in Article 3 of this Chapter and Chapter 7A of the General Statutes, applies. Where the complaint is filed initially in the district court or a judgment by the magistrate is appealed to the district court, the procedure in G.S. 42-34(b) through (g), if applicable, and the following procedures apply:

(1) Expedited Hearing. -- When a complaint is filed initiating an action pursuant to this Article, the court shall set the matter for a hearing which shall be held on an expedited basis and within the first term of court falling after 30 days from the service of the complaint on all defendants or from service of notice of appeal from a magistrate's judgment, unless either party obtains a continuance. However, where a defendant files a counterclaim, the court shall reset the trial for the first term of court falling after 30 days from the defendant's service of the counterclaim.

(2) Standards for Continuances. -- The court shall not grant a continuance, nor shall it stay the civil proceedings pending the disposition of any related criminal proceedings, except as required to complete permitted

discovery, to have the plaintiff reply to a counterclaim, or for compelling and extraordinary reasons or on application of the district attorney for good cause shown.

(3) When Presented. -- The defendant in an action brought in district court pursuant to this Article shall serve an answer within 20 days after service of the summons and complaint, or within 20 days after service of the appeal to district court when the action was initially brought in small claims court. The plaintiff shall serve a reply to a counterclaim in the answer within 20 days after service of the answer.

(4) Extensions of Time for Filing. -- The parties to an action brought pursuant to this Article shall not be entitled to an extension of time for completing an act required by subdivision (3) of this section, except for compelling and extraordinary reasons.

(5) Default. -- A party to an action brought pursuant to this Article who fails to plead in accordance with the time periods in subdivision (3) of this section shall be subject to the provisions of G.S. 1A-1, Rule 55.

(6) Rules of Civil Procedure. -- Unless otherwise provided for in this Article, G.S. 1A-1, the Rules of Civil Procedure, shall apply in the district court to all actions brought pursuant to this Article. § 42-68

Relation to criminal proceedings:

(a) Criminal Proceedings, Conviction, or Adjudication Not Required. -- The fact that a criminal prosecution involving the criminal activity is not commenced or, if commenced, has not yet been concluded or has terminated without a conviction or adjudication of delinquency shall not preclude a civil action or the issuance of any order pursuant to this Article.

(b) Effect of Conviction or Adjudication. -- Where a criminal prosecution involving the criminal activity results in a final criminal conviction or adjudication of delinquency, such adjudication or conviction shall be considered in the civil action as conclusive proof that the criminal activity occurred.

(c) Admissibility of Criminal Trial Recordings or Transcripts. -- Any evidence or testimony admitted in the criminal proceeding, including recordings or transcripts of the adult or juvenile criminal proceedings, whether or not they have been transcribed, may be admitted in the civil action initiated pursuant to this Article.

(d) Use of Sealed Criminal Proceeding Records. -- In the event that the evidence or records of a criminal proceeding which did not result in a conviction or adjudication of delinquency have been sealed by court order, the court in a civil action brought pursuant to this Article may order such evidence or records, whether or not they have been transcribed, to be unsealed if the court finds that such evidence or records would be relevant to the fair disposition of the civil action. § 42-69.

Discovery:

(a) The parties to an action brought pursuant to this Article shall be entitled to conduct discovery, if the action is filed originally in or appealed to the district court, only in accordance with this section.

(b) Any defendant must initiate all discovery within the time allowed by this Article for the filing of an answer or counterclaim.

(c) The plaintiff must initiate all discovery within 20 days of service of an answer or counterclaim by a defendant.

(d) All parties served with interrogatories, requests for production of documents, and requests for admissions under G.S.1A-1, Rules 33, 34, and 36 shall serve their responses within 20 days.

(e) Upon application by the plaintiff, or agreement of the parties, the court shall issue a preliminary injunction against all alleged illegal activity by the defendant or other identified parties who are residents of the individual rental unit or guests of defendants, pending the completion of discovery and any other wait before the trial has occurred. § 42-70.

Protection of threatened witnesses or affiants.:

If proof necessary to establish the grounds for eviction depends, in whole or in part, upon the affidavits or testimony of witnesses who are not peace officers, the court may, upon a showing of prior threats of violence or

acts of violence by any defendant or any other person, issue orders to protect those witnesses, including the nondisclosure of the name, address, or any other information which may identify those witnesses. § 42-71.

Availability of law enforcement resources to plaintiffs or potential plaintiffs:

A law enforcement agency may make available to any person or entity authorized to bring an action pursuant to this Article any police report or edited portion thereof, or forensic laboratory report or edited portion thereof, concerning criminal activity committed on or in the immediate vicinity of the leased residential premises. A law enforcement agency may also make any officer or officers available to testify as a fact witness or expert witness in a civil action brought pursuant to this Article. The agency shall not disclose such information where, in the agency's opinion, such disclosure would jeopardize an investigation, prosecution, or other proceeding, or where such disclosure would violate any federal or State statute. § 42-72.

Collection of rent:

A landlord shall be entitled to collect rent due and owing with knowledge of any illegal acts that violate the provisions of this act without such collection constituting a waiver of the alleged defaults. § 42-73.

Preliminary or emergency relief:

The district court shall have the authority at any time to issue a temporary restraining order, grant a preliminary injunction, or take such other actions as the court deems necessary to enjoin or prevent the commission of criminal activity on or in the immediate vicinity of leased residential premises, or otherwise to protect the rights and interests of all tenants and residents. A violation of any such duly issued order or preliminary relief shall subject the violator to civil or criminal contempt. § 42-74.

Cumulative remedies:

The causes of action and remedies authorized by this Article shall be cumulative with each other and shall be in addition to, not in lieu of, any other causes of action or remedies which may be available at law or equity, including causes of action and remedies based on express provisions of the lease not contrary to this Article. §42-75.

Civil immunity:

Any person or organization who, in good faith, institutes, participates in, or encourages a person or entity to institute or participate in a civil action brought pursuant to this Article, or who in good faith provides any information relied upon by any person or entity in instituting or participating in a civil action pursuant to this Article shall have immunity from any civil liability that might otherwise be incurred or imposed. Any such person or organization shall have the same immunity from civil liability with respect to testimony given in any judicial proceeding conducted pursuant to this Article. § 42-76.

[Close Window](#)

Property Management Life Cycle

brought to you by
National REAL ESTATE

 EDUCATION

The Property Management Life Cycle

The Property Management Life Cycle (PMLC) is a control panel of sorts, used to organize the often chaotic mess of property management, as well as being a collaboration tool so that everyone in an organization has a central place for securely storing and accessing files from any device with a web browser and an Internet connection and from anywhere in the world. All of this is wrapped nicely in a revolutionary interface that makes it easy for you and your staff to find the documents and files you need, when you need them.

User Login

email:

pass:

[Forgot password?](#)

So you could be on vacation at the beach, and you could keep on top of things if you wanted to get a little work done while you were away or in case there were emergencies and you were away from the office. Of course there's never any emergencies in property management, right? Property management fits nicely into a 9 to 5, Monday through Friday timeframe, right? Well if the business comes at you from every angle on every day and at all hours of the day like it does us, then this is the tool that could save you. It can save you lots of time and it can save you lots of money.

And of course the Broker can disseminate written policies, procedures, checklists, letters and documents using the PMLC to guide their staff. The problem of where does everyone find the broker-approved documents is solved. This interactive document manager lets you and your staff locate exactly the right document, the one you designed and authorized, when they need it.

Many of you that are company Brokers have invested thousands of hours, and buckets of legal fees, developing just the right document, checklist, policy, procedure and letters to address mold claims, unauthorized pets, foreclosures, renewals, maintenance, move-in documents, dispute resolutions and the thousand other challenges of your business. You've paid legal fees, paid dearly for your learning curves, given money back to clients, defended yourselves and spent thousands of hours documenting the perfect way to handle just about everything you do to manage rentals. The frustration comes when you and your staff don't use the documents you've created because they search and can't find them, find multiple documents covering the same issues, don't know where to look, use the wrong one and end up creating their own.



Managing through others is a beautiful thing if they will do it your way, learn from your experience, use the stuff you created as you learned the business. If they can't easily find your way they will do it their way and you'll have to clean up the mess.

The Property Management Life Cycle interactive system lets you organize your management world in a simple, systematic way that even your new hire will be able to understand. It's based on the natural cycle of processes every manager goes through when they manage a property. It starts with *Marketing for Owners* and ends with *Terminating the Property*. It gives the company owner a place to put every thing they want their staff to find when and where they need it, and it allows the broker to control what their staff uses in the course of managing for them.

This incredible online control panel or command center will:

- Save the broker/company owner money
 Your learning curves have cost you dearly. If you have paid to learn something, don't invite

your staff to pay to learn it again. What you paid was enough. If they can locate exactly what you want them to use you won't have to pay again for their learning curve.

- **Save you and your staff precious time**
Time is wasted when people can't quickly find what they need. They hate to ask so they use search devices, or cruise your file server or even the Internet until they find something that looks close to what they need. In this business close isn't good enough. The broker's approved process must be used every time. Your staff will be able to locate just the right document every time with the Property Management Life Cycle.
- **Protect the broker and the company**
When staff follows the broker's approved format, exactly the way he/she designed it, the broker is less likely to be exposed to the costs of mistakes and learning curves of staff. When staff is pushed to create their own, brokers get into trouble and spend precious time unraveling mistakes. The Property Management Life Cycle makes it easy to find the broker-approved process quickly and protects the broker.
- **Speed-train new staff**
New staff will be up and running in a fraction of the time if they know exactly where to go to find the broker's approved procedure, letter, form, policy, checklist and document. This process cycle allows you to hire down by providing a simple way for unlicensed, inexperienced people to do their job just the way you want it done. When everyone can find everything they need, when they need it, in the broker approved format, they can do things as you want them done, even though they don't have the experience you have.
- **Give you vault-like security for your documents**
Not only do you have a username and password, and account controls for others, PropertyManagementLifeCycle.com has a industry standard "Secure Certificate" that creates a secure connection between your computer or device and your PMLC, the same level of security you get when you access your online banking. Your connection to PropertyManagementLifeCycle.com is encrypted with 256-bit encryption. Our servers have an industry best 99.997% uptime, all in multiple secure monitored datacenters.
- **Give you hard-drive crash protection and fire/flood damage protection**
We all work feverishly all day long and many of us don't back up like we should. If your hard drive crashes on your machine or on your local server, you're toast if you don't have a good backup. Same goes if you have a fire or flood where your files or your computers are located. Your documents are safe with us, and we back up every evening so if there ever is a crash with your machine, we have you covered. If our hard drive crashes, you're also covered. Rest easy; you've got plenty more important things to worry about.
- **Allow you to choose if staff or assistants have write privileges**
There are many times when you might decide that an employee, personal assistant, or temp should not have write privileges to your PMLC, although they need to work with the documents you have in place. You get to choose. You can choose whether anyone accessing your PMLC gets read-only, or read and write access.
- **Allow you to have multiple office locations**
No longer does everyone need to report to a physical office. You can work out of your home while your assistant works out of theirs. You can have multiple offices (i.e. multi-family). You can have leasing agents that are part of the team and never have to visit the office. You can expand into new geographic markets. The options are endless, and best of all, it saves you money on office expenses.
- **Help you with version control.**
How often have you worked on documents with people, collaborating, going back and forth with a multitude of versions? Your inbox is full of all the versions and iterations and it gets confusing knowing the status of a particular document. With the PMLC, you keep only the latest document updated in the PMLC that all parties involved can access. It's a central location that keeps everything nice and organized.
- **Help you hire more-qualified people**
Let's face it, many people like flexibility and autonomy as much as salary. You may not be

able to pay an employee top-dollar, but you can convince them that your perks are worth it. With the PMLC, one of the perks can be to work from home, or to be able to be away from the office more than if you didn't have this system. Get the right people in your business and it will thrive.

- Let you create as many accounts as you want
Everyone has their own access. If someone leaves your company, delete their account. If you have a new hire, create them an account. You have total control as the administrator.
- Give you unparalleled access to your documents
With your own PMLC, you have 24/7 access to all of your documents, for your business, for all your properties, for your owners, for your tenants, from anywhere in the world with a web browser and an Internet connection. No more setting up VPN remote access, no more worrying about the technology; it's ready to go.
- Give you the ease of use you crave with a turnkey system
Who needs another application or software that needs to be installed and then configured and tested? With the PMLC, there's *no installation needed*. No downloads, no apps. We've spent tons of development time so that we don't waste your time. Once you check out, you're up in running in minutes. All you have to do is create any user accounts and add your documents, and we even have those for sale too if you need them. This is truly a turnkey system.
- Give you a 30-day money back guarantee
What do you have to lose? Nothing. Order it, play around with it, and if you don't like, just tell us within 30 days what you don't like (so that we can fix it for others) and we'll give you a complete refund. Now that's easy and hassle-free.

No more waiting for the searching tool to locate the right letter.

No more making up a new one because you couldn't find the one your broker developed.

No more waiting until the broker is around to tell you where the checklist is found.

No more time wasted finding just the right policy.

No more training the new hire where to find just the right document.

Take a peak at how the PMLC can work for you below - a 10 minute intro.

*Please note: the PMLC comes with no documents, although documents can be purchased separately from us.



Our goal at The Property Management Toolbox is to have the tools available to help property managers and landlords do their business with ease. We've made the mistakes so that you don't have to.

We have documents, forms, checklists, procedures, leases, management agreements, the amazingly popular [Property Management Life Cycle](#) (coming soon), audio and video (coming soon), and more - products for both the professional property manager and the individual landlord. All of this comes with 30 years experience in day to day property management.

Our latest update for the Professional Property Manager includes the foundation of all your property management: [The Owner Sign-up Documents](#) and the [Lease Documents](#). It's absolutely critical that you get your business up and running on the right documents and you would be hard-pressed to find any set of documents that help you do your job better.

We also have a recent update that includes a bundle of forms, documents, procedures, lease language, attorney opinions, etc. that we are calling "[Documents for Property Management's Biggest Challenges](#)". Check it out in our [products](#) section.



Sign Up for Our Mailing List

We'll send you our latest site updates as well as news and tips in the industry.

Email: *

Shopping

[Browse Products](#)

[Checkout](#)

[View Shopping Cart](#)

[Customer Service](#)

[Existing Customer](#)

[Privacy](#) | [About Us](#)

© 2010 [PropertyManagementToolbox.com](#)
Brought to you by [NationalRealEstateEducation.com](#)

Web Sites We Like

Over the normal course of our business experience we have identified several web sites (services to property managers and private landlords) that may be helpful to our students to have knowledge of. There is no particular order. Some involve services we are offering.

www.CrownInvestorInstitute.com

This is Crown's site where you can see what topics we are teaching on and when workshops are scheduled. You'll find tools and services for professional landlords and professional managers on this site.

Lead Paint Testing in Atlanta cii@elacservices.com

We've use this person for at least 10 lead paint tests and he does a great job ... email him at cii@elacservices.com and tell him you're a Crown student for his best pricing. Ask for Jeremy Weir. Exposing Lead Firm Lic # 1052002305. Inspector/Risk Assessor Lic # 50 CMB 0410 4982.

www.PropertyManagementToolBox.com

Slowly but surely we are uploading 30 years of documents, procedures, documents, letters, policies and check lists so you can download them for your operation. Ultimately every thing you need to run a profitable management business will ultimately be available on this site.

www.PropertyManagementLifeCycle.com

This is a property manager's dream document management system where you can keep all your documents, letters, policies and procedures in a web version assessable to your staff from any location with a computer. Eliminate the chaos for \$17 a month.

www.NationalRealEstateEducation.com

This national site is being developed to host real estate products from authors and trainers all over the globe. When complete you'll be able to find information on investing in real estate, property management, property tax disputes, buying tax receipts, short sales, and more. We'll have every product and service from every author, trainer, and service provider in the marketplace. It's not complete, but it is coming along.

www.NationalTenantNetwork.com

For the best tenant screening on the planet check out National Tenant Network. In Atlanta call Cheryl at 770.517.3456 or email her at cnydam@ntnonline.com. Tell her you're a Crown student and she'll waive the \$100 set up charge. For other areas go to their national site listed above.

EZCollections123.com

If you have a tenant that moved out owing you money you can get help here. We've used them for 10 years and have collected hundreds of thousands of dollars using their system. For under \$30 you can get three collection letters sent from a national collections service, plus an attorney

letter, plus ding the credit (on all three bureaus) of any tenant that left you owing a balance. They drive the tenant back to you and **do not take a % of what you collect.**

www.FindMeARenter.com

Market your rentals here by tapping into Crown Realty & Management's substantial marketing program and save a bundle. Find a tenant for under \$150. Many private landlords and professional managers have tapped into this service and the results are amazing.

www.GeorgiaLandlordInsurance.com

Paul Locke is the managing broker for American Independent Brokers an insurance broker in Atlanta specializing in insurances for professional property managers, private landlords and their vendors. Whether you need a landlord policy, renters insurance, workmans comp, E&O or general liability insurance he can help. He understands the issues of property ownership in Land Trusts, LLC, REIT's, contractor coverages and can build policies for every real estate need.

(Disclosure ... Paul is the son of Robert Locke, the author of this material).

GeorgiaRentersInsurance.com, GeorgiaContractorsInsurance.com

We are always looking to good services to post on this page. Please feel free to contact Robert Locke at robert@crowinvestorinstitute.com.