

What to Do If You Are Getting Evicted

A Tenant cannot be evicted without the landlord getting a court order. The process by which the landlord gets this order is called “Summary Ejectment.”

How does Summary Ejectment

- ① The landlord files a Summary Ejectment Complaint after notice to you.
- ② The tenant will receive a “Summons” from the court. The summons will tell you when/where you should go to court. A copy of the Complaint comes with the summons. If you receive a summons, you should contact an attorney immediately.
- ③ A hearing will be held. The hearing is usually held before a magistrate, who will decide the case. Each side will be allowed to speak. The landlord can ask that you be evicted, ask for money, or both.
- ④ The magistrate will make a decision. If the magistrate agrees with the landlord that you should be evicted, he or she will enter a “judgment for possession.” The magistrate may also order you to pay rent owed and damages up to \$4,000. This order is called a “money judgment.”

⑤ You have 10 days to appeal the magistrate’s decision. You must file the appeal in writing—you can ask the clerk for a form. If you decide to appeal, the landlord cannot evict you if you follow certain steps—see pages 15-16.

Reasons Your Landlord Can Evict You

does not continue to accept your rent, the court may evict you for “holding over.”

The landlord must give you proper notice to move:

- 2 days if you pay rent every week
- 7 days if you pay rent every month
- 1 month if the lease is year-to-year
- 30 days if you own a mobile home and rent the lot

This notice does not have to be in writing. If the landlord can prove that the lease has been terminated, you can be evicted.

Breach of the Lease

Your landlord may try to prove that you broke (“breached”) the lease by causing damage, disturbing the neighbors or other actions. The landlord must prove the case with evidence. You will have a chance to present witnesses and evidence to show that the landlord’s claims are false or are not a serious violation of the lease agreement. The landlord does not have to give you notice before starting the eviction process, so long as the landlord is claiming that you breached the lease. However, the landlord must have a certain clause in the lease that allows him or her to evict you before your lease ends. It is called a forfeiture clause. If you are being evicted for breaching some term of the lease, contact an attorney immediately (or call our office at 1-800-672-5834).

Lease Termination

If you stay after the rental period ends, either because the written lease ended or your landlord told you to move out, and the landlord

Retaliatory Eviction

Your landlord cannot legally evict you for:

- Complaining about bad conditions
- Requesting repairs
- Complaining to a government agency about violation’s of health or safety laws or any other law
- Joining a tenant’s organization
- Trying to get your rights under the lease

Trying to evict you for any of these reasons is called “retaliatory eviction.” If you believe that your landlord is doing this, try to explain to the magistrate why you believe the landlord is trying to evict you. Any evidence you have—pictures, written requests for repairs, will be helpful.

Remember:

If you receive eviction papers, you should contact an attorney immediately. If you live in Alamance, Anson, Caswell, Chatham, Moore, Orange or Richmond counties, you can call Legal Aid of North Carolina at:

1-800-951-2257