

April 2, 2009

**H 1053. LANDLORD/TENANT LAW REVISIONS.** Filed 4/2/09. *REQUIRING LANDLORDS TO IMPROVE THE HABITABILITY OF DWELLING UNITS BY REPAIRING CERTAIN UNSAFE CONDITIONS, STAYING THE EXECUTION OF A JUDGMENT FOR SUMMARY EJECTMENT WHILE A MOTION FOR MODIFICATION OF THE UNDERTAKING IS PENDING, ESTABLISHING FEES FOR ADMINISTRATIVE SERVICES IN RESIDENTIAL TENANCIES, AND ESTABLISHING THE CIRCUMSTANCES UNDER WHICH A CITY MAY ORDER A DWELLING TO BE VACATED AND CLOSED.*

Under current law, where there has been a judgment for summary ejectment either party in the eviction who disputes the amount in arrears or the due date may move for modification of the terms of the undertaking before the clerk of superior court or the district court. Amends GS 42-34(b) to provide for a stay in executing a judgment for summary ejectment while the motion for modification of the undertaking is pending before the clerk of court.

Adds a new subdivision (8) to GS 42-42(a) requiring a landlord to provide fit premises. Requires a landlord to repair or remedy any imminently dangerous condition on the premises within a reasonable period of time after the landlord acquires actual knowledge or receives notice of the condition. Lists conditions that constitute an *imminently dangerous condition* under this subdivision.

Amends GS 42-44 adding new subsection (a3) to provide that a landlord with knowledge or notice of any imminently dangerous condition as provided in new GS 42-42(a)(8) who fails to remedy the condition within a reasonable period of time based on the severity of the conditions, has breached the implied covenant of quiet enjoyment. Permits the landlord to recover the actual and reasonable costs of the repairs of the conditions that were the result of fault on the part of the tenant, notwithstanding the landlord's repair or remedy of any imminently dangerous condition.

Adds new subsection (e) to GS 42-46 permitting a landlord to include provisions in a residential rental agreement for the payment by the tenant of an administrative fee to cover the landlord's costs in prosecuting a successful summary ejectment proceeding against the tenant. Provides the fee may only be claimed after the landlord has received a final judgment for summary ejectment in the trial court. Provides additional guidelines and conditions regarding the amount and collection of the administrative fee.

Amends GS 42-52 to provide that if the landlord's claim against the security deposit cannot be determined within 30 days, the landlord must provide the tenant with an interim accounting after 30 days to preserve the landlord's claim and directs the landlord to provide a final accounting within 60 days after the termination of the tenancy and delivery of possession by the tenant.

Amends GS 42-55 to provide that the failure of the landlord to comply with the deposit, bond, or notice requirements of Article 6, (*Tenant Security Deposit Act*), of GS Chapter 42 voids the landlord's right to retain any portion of the tenant's security deposit. Directs the court to award treble damages as provided in GS 75-16 (regarding a civil action by an injured person) or a \$2,000 civil penalty for each violation of Article 6, whichever amount is greater, and to award attorneys' fees as provided in GS 75-16.1 (was, in the court's discretion to allow reasonable attorneys fees).

Amends GS 160A-443 to specify that a city may order a property to be vacated and closed only if the repairs, alterations, or improvements and the current state of the property present a significant threat of bodily harm. Provides additional criteria regarding making the determination of a significant threat of bodily harm from continued occupancy, including considering the presence and capacity of minors under the age of 18 or occupants with mental or physical disabilities.

Effective October 1, 2009.

**Intro. by Blue.**

GS 42, 160A