

Buncombe County

# Rental Guide



HOMeward BOUND

pathways to housing for the homeless



# Homeward Bound's Housing Services

Homeward Bound ends homelessness in WNC by moving people into housing and providing the support they need to stay housed. Since 2006, Homeward Bound has housed more than 600 people, and 89% of them haven't become homeless again.

Homeward Bound's 6 programs work together to serve people in need of housing: the AHOPE Day Center, Room in the Inn, PATH, Women At Risk, HOPE to HOME, and Pathways to Permanent Housing.

To access housing or other support through Homeward Bound, visit the AHOPE Day Center, located at 19 N. Ann Street in downtown Asheville. AHOPE is open 7 a.m. - noon weekdays and 8 a.m. - noon weekends and is the entry point for all of our other programs, including housing.

To learn more about Homeward Bound, visit [www.homewardboundwnc.org](http://www.homewardboundwnc.org).



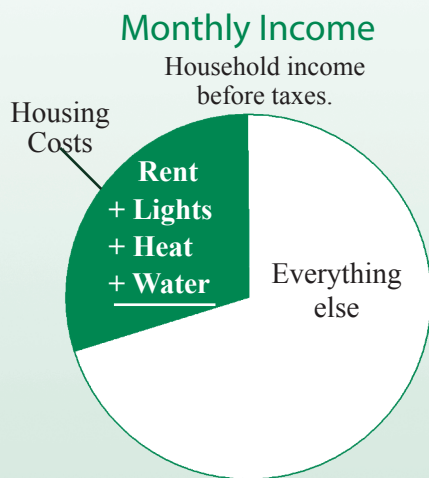
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# Affordability

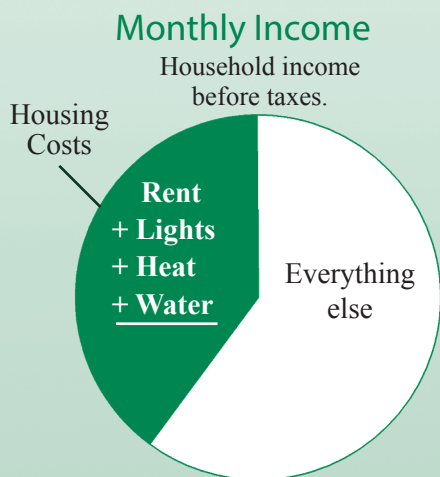
## What is Affordable Housing?

It's different for everyone. The real question is, "What can *I* afford?" The answer depends on your income. These guidelines are a good place to start.



### Affordable

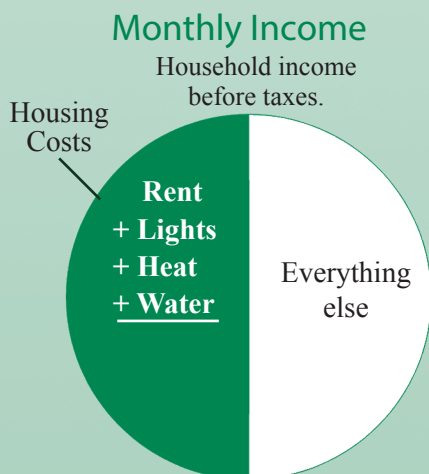
Ideally, a household should not spend more than 30% (a little less than a third) of its monthly income on housing costs. However, housing costs in Buncombe County are so high that 30% of a household's monthly income may not be enough.



### Careful

Generally, it is safe to spend up to 40% of income on housing, but ***the higher your costs, the more carefully you will need to manage your money.***

Spending above 40% for housing is considered ***dangerously unaffordable.***



### In Danger of Homelessness!

Spending more than 50% of household income on housing costs leaves your family so strapped for cash that you may be in serious danger of homelessness!



# Affordability

## Use this Worksheet to Figure Out What You Can Afford

### Step 1: Figure out your average monthly income.

Blank	Example
Pay rate: \$ _____	Pay rate: <u>\$10.00 per hour</u>
Hours worked each week: _____	Hours worked each week: <u>30 hours</u>
Multiply to get weekly income: \$ _____	Multiply to get weekly income <u>\$300.00 per week</u>
Multiply weekly income by 4.33 to get monthly income: \$ _____	Multiply weekly income by 4.33 to get monthly income: <u>\$1299.00</u> <i>Let's just round that to \$1300.</i>

### Step 2: Figure out your ideal housing costs.

Blank	Example
Monthly income: \$ _____	Monthly income: <u>\$1300.00</u>
Multiple by .30 (30%): _____	Multiple by .30 (30%): <u>\$390.00</u>

### Step 3: Figure out your upper limit for housing costs. Multiple your monthly income by .40 (40%). Spending more than this amount on your total housing costs is dangerous.

Blank	Example
Monthly income: \$ _____	Monthly income: <u>\$1300.00</u>
Multiple by .40 (40%): _____	Multiple by .40 (40%): <u>\$520.00</u> <i>In this example, the renter should spend no more than \$569 per month on rent and utilities, although spending no more than \$420 is ideal.</i>

### Step 4: Figure out the total costs for the rental you are considering.

Blank	Example
Rent: \$ _____	Rent: <u>\$525.00</u>
Average electric bill: \$ _____	Average electric bill: <u>\$30.00</u>
Average gas bill: \$ _____	Average gas bill: <u>\$20.00</u>
Average water cost per month: \$ _____	Average water cost per month: <u>\$0.00 (included)</u>
Add all costs together: \$ _____	Add all costs together: <u>\$575.00</u> <i>\$575 is above \$560 (and way above \$420.00), so this rental is dangerously unaffordable.</i>

*Also consider your other financial obligations to be sure you'll be able to pay them and your rent.*

# Affordability

## What are Housing Costs?

Usually, rent is only part of your housing costs. You may also have to pay for your basic utilities. When shopping for rentals, *compare apples to apples* by adding up the total costs for each rental.

$$\text{Housing Costs} = \text{Rent} + \text{Basic Utilities (Lights, Heat, \& Water)}$$

## How Much are the Utilities?

1. Ask the landlord what utilities are included in the rent and what utilities you will have to pay.
2. Find out how much each utility costs.
  - To get a rough idea, ask the landlord or another tenant.
  - To know for sure, call each utility company and give them the address of the unit. They can give you the average cost based on what past tenants paid.

\* Remember, your cost may differ due to family size and usage. (See page 15 for information about utilities including phone numbers, deposits, and installment fees.)

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## Utility Tips

1. Heating Bills go way up in the winter.
  - If you can barely pay the bills in the summer, you won't be able to pay in the winter.
  - Remember this when shopping for a rental. Set aside money when bills are lower so you can pay for the heat in the winter!
2. Keeping your home a little cooler in the winter, using compact fluorescent light bulbs, drying your clothing on a clothesline and taking shorter showers can add up to big savings.
3. Report water leaks to the landlord right away or risk getting stuck with the bill.
4. Be careful about non-essential utilities like cable, internet, and extended phone services. They aren't worth much if you can't pay the rent!
5. For more information about saving on energy costs, search the internet for "Top 10 Tips for Renters!"

## Rent-to-Own Part I - Furniture or Appliances

Renting-to-own furniture or appliances is usually **a big money trap**. First, you can easily end up spending more than twice the value of the item. Second, rent-to-own agreements do not help your credit. Instead, shop around and compare costs. You'll pay less if you save some money each month and buy the item outright or buy it used.





# Finding an Affordable Rental

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## Searching

Finding an affordable rental in our tight market can be overwhelming. Narrow your search by asking yourself what you need. If you have trouble finding a rental, you may need to adjust your criteria.

### Consider:

- **Transportation:** Is it close to where you work and shop? Is it on a bus line? Is there laundry on site?
- **Safety:** Safety is an important concern, but only your family can decide what is okay for them. Check out a new rental at different times of the day, ask the neighbors, and contact the police department to ask about crime rates.
- **What else?** Is it in the school district you want? What about the pet policy? What is the parking policy? What is the guest policy?
- **See the Rental Guide Property Supplement** for detailed information about area rentals.

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## Roommates

Sharing an apartment or a house is a great way to make housing more affordable. (See the front page of the Property Supplement for suggestions on where to look for roommate ads.)

Be cautious when entering a roommate situation. One tenant's bad behavior or lack of rent money can affect everyone. Here are some things to consider:

- Is it okay with the landlord? You don't want the landlord to be taken by surprise. Depending on your lease, he could ask you or your roommate to move out, or even evict you both!
- Find out from the landlord how s/he will deal with problems. For example, if one tenant doesn't pay or breaks the lease, what happens to the "good" tenant?
- Create a written **Roommate Agreement** about who is supposed to do what and when (Ex. Jim will give Bill his half of the rent before the end of the month so Bill can pay the landlord on the first.) Be as specific as possible, especially on issues that are really important.
- Talk to your roommates about potential problems before they happen: sharing space, cleaning plans, noise, long distance calls, visitors, the refrigerator, etc.

***Put it all in writing*** so no one can claim amnesia!

## Rent-to-Own Part II - Houses

These can be a big money trap. Buying a house is a big decision that involves attorneys and inspections. Unfortunately, people don't usually bother with all that when entering into a lease-with-option-to-purchase. Under these agreements, the renter actually pays more per month than they would if they were just renting. Often, the renter doesn't end up buying the house. In such a case, the extra payments are lost. It may be a better idea to just rent and save the difference. That way, instead of being tied to a specific house, the savings can be put towards a down payment on any house. If you are considering a rent-to-own home, **make sure you have the advice of an attorney** who reviews the contracts.

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## Sliding-Scale Apartments

Rent at some apartments is based on income to ensure that rent is affordable for the tenants. However, there is usually a waiting list and other restrictions apply. Plan ahead to secure one of these units! (See the Property Supplement and look for listings that say "Based on Income" under the Rent Per Month column. Also, read on for sliding scale options offered by the Housing Authority.)

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## Housing Authority of the City of Asheville

### Public Housing

The **Asheville Housing Authority** provides public housing for families with household incomes below 80% of Area Median Income (AMI). Rent is calculated as 30% of Adjusted Gross Income (after child care and medical expense deductions) with a \$50/month minimum. (See page 19 for information about hardship exemptions.) There is a long waiting list for efficiencies and one-bedroom units. The waiting list is shorter for two or more bedroom units. Although you do have some choice about which development you move into, waiting lists may be longer for more desirable developments. (For a list of Public Housing properties, see Property Supplement insert.)

# Finding an Affordable Rental

## Housing Choice Voucher Program (Section 8)

The Asheville Housing Authority also has the Housing Choice Voucher Program (HCVP). Previously known as Section 8, the HCVP is for families whose household income is at 80% Area Median Income (AMI) or below. A voucher is provided which allows a renter to find a rental on the private market. Rent is then adjusted down to approximately 30% of Adjusted Gross Income (after child care and medical expense deductions). This way, a family has more flexibility in choosing where they want to live. However, not all landlords accept vouchers. The Housing Authority has a waiting list to apply for a voucher. Call the Housing Authority at 239-3531 to find out if the waiting list is open or closed.

**To apply** to either program, visit the **Asheville Housing Authority** (258-1222) between 9:00 am and 4:00 pm, Monday through Thursday at the Aston Park Towers, 165 S. French Broad Avenue. **If you are applying for public housing, you'll need to bring** the following for all household members:

1. Photo IDs
2. Social Security cards for everyone in the family
3. Birth certificates

## Preferences

**The Housing Authority does offer shorter wait times** for people in certain situations. When you fill out the pre-application, be sure to answer the question about *preferences* if they apply.

## Important Information for Public Housing & Housing Choice Voucher Applicants

**The Housing Authority only communicates by mail. This means that you need to do several things:**

- **Make sure you check your mail and completely read anything from the Housing Authority.** There may be important information that they need from you that may be holding up your application.
- **Check back with the Housing Authority about a week or two after making any applications.** Ask them if your file is complete. Sometimes people make applications and think that they are all done, only to find out that their application is on hold due to missing documentation.
- **You should receive a letter saying that you are on the waiting list 2-3 weeks after you apply for a Housing Choice Voucher.** If you don't get that letter you may want to check with the Housing Choice Voucher office.
- **If you move, give the Housing Authority your new address right away.** If they send mail to you and it is returned by the Post Office, they will take you off the waiting list, causing you to start all over!
- You will go through an orientation when you enter the voucher program. **This is an important session that will answer a lot of questions on rules and responsibilities.** Take notes and ask questions. Don't hesitate to call, even months later, if you have a question.
- **Keep a record** of when and to whom you turned in information or paperwork.



# Getting Approved

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## Meeting the Landlord

First impressions really count! Before you leave the first meeting with the landlord, make sure they know what a great person you are and what a great tenant you would be.

Remember that renting out property is a business. So, to succeed, treat it like a business relationship. Act and dress professionally. Clean up your car. Leave the kids at home if at all possible. Bring a pen and paper to take notes. Ask questions.

**Be prepared.** Landlords want to rent the apartment as soon as possible. Bring with you information a landlord may ask for and any other information that might speed things along. This gives you an edge over other applicants. Here is a list of things you should bring:

- **Names of people** who will be on the lease
- **Current address**
- **References**
  - **Rental:** Most landlords will ask for the names and phone numbers of at least a few previous landlords. They will also need to know the addresses and dates you lived there
  - **Employment:** Recent employers and contact information or other proof of income.
  - **Pet reference:** A landlord who typically does not accept pets may reconsider if you provide them with a pet reference from a former landlord saying that the pet was quiet, did not cause any damage, and was well-behaved.

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## Histories

There are companies that record rental, credit, and criminal histories and provide reports to landlords to help them screen applicants. Every landlord has different standards and some don't screen applicants at all. However, most are concerned with the following:

- **Rental History:** Did the applicant pay rent on time to former landlords? Did s/he cause any problems or leave behind damages without paying for them? Reference letters are not required, but sometimes a landlord who is offered a reference letter will not check as many references.

- **Criminal:** If a rental application asks about criminal history, that doesn't necessarily mean they will turn down everyone who has a criminal history. It largely depends on the crime and when it happened. Recent crimes, felonies, and any violent or drug-related crimes are weighed most heavily.
- **Credit:** Items on a credit report that are most likely to affect a rental application include housing-related debts such as judgments to previous landlords, bad debts for basic utilities, and even bad debts to cable, satellite, and cell phone companies. *To get a free copy of your credit report*, call OnTrack WNC at 255-5166.

Negative history in any of these areas can be a major barrier to finding housing. **If you do have a bad history, you need to be prepared to deal with it head on:**

- **Be up front with landlords.** It's better that they hear it from you than someone else.
- If your history is due to things outside your control, be prepared to present information that can **prove the hardship** (medical statements, letter from former employer, etc). Also explain how things are different now.
- **Accept responsibility.** If you made a mistake, don't blame others. Determine why things happened the way they did and figure out a way to keep it from happening again.
- **Develop new relationships** through work, volunteering, etc. Get written references with examples of your new attitude and accomplishments from these credible sources.
- **Start small.** If you have a really bad rental history that is keeping you from finding a new place, you may have to start in transitional housing or a boarding house. Think of it as the first step on a ladder.
- **Call OnTrack WNC** to find out how to get a free copy of your credit reports. Work with an OnTrack WNC counselor to pay off bad debts that are likely to affect housing applications. Provide your landlord with documentation of this effort and your new, improved payment history.



# Protecting Yourself

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## Fair Housing Law

### Discrimination still happens!

The Fair Housing Act prohibits housing discrimination in most housing situations. The act does not apply to owner-occupied buildings with four units or less, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

Under the law, a person renting out or selling a dwelling cannot take any of the following actions based on **race, color, national origin, religion, sex, familial status** (families with children under 18 or who are expecting a child), or **disability**:

1. Refuse to rent or sell housing;
2. Refuse to negotiate for housing;
3. Make housing unavailable;
4. Deny a dwelling;
5. Set different terms, conditions, or privileges for the sale or rental of a dwelling;
6. Provide different housing services or facilities;
7. Falsely deny that housing is available for inspection, sale, or rental; and
8. Deny access to or membership in a facility or service related to the sale/rental of housing.

**Discrimination can be obvious or subtle. If you feel that you have been discriminated against, please contact:**

**Land of Sky Regional Council 251-6622 or the North Carolina Human Relations Commission 1-866-FAIR-HSG (1-866-324-7474).**

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## Property Inspection

The purpose of the “walk-through” inspection is to document the condition of the rental before you move in. Walk through the rental with the landlord and check each room thoroughly. Use the form on the next page to record even small damages such as carpet stains and marks on walls. It is best to have the landlord with you during the walk-through, but you can also do it on your own or with a friend as a witness. You might also take dated pictures. Before signing the lease, you and your landlord should sign the inspection form and each keep a copy. **This will help you when you ask for your security deposit back when you move out.** If you find something during the inspection that must be repaired, have the landlord repair it before signing the lease or commit in writing to fixing the problem by an agreed upon date.

## Lead Poisoning

Lead-based paint was used a lot in houses during the 1960’s and was finally banned in 1977. If you rent a pre-1978 home, you may have lead paint. The owner of the house is required to disclose any information they have about lead in the home and provide you with a brochure.

### The Dangers of Lead Paint

Lead paint becomes a hazard when it begins to chip, when the surface begins to wear and tear, or when it is on a surface that can be chewed by a child (or pet). Children under the age of six are at the greatest risk of lead poisoning. Lead interferes with the development of a child’s brain and nervous system. Lead can also harm adults, especially pregnant women. It usually enters the system by being inhaled or by hand-to-mouth contact.

### How to Protect Your Family

If you think that your home may contain lead paint, call **Healthy Homes and Lead Safety** (828-683-8433 or [www.healthyhomesandleadsafety.org](http://www.healthyhomesandleadsafety.org)). They provide free home inspections for lead in paint, soil, and other household items for anyone living in a pre-1978 home in which children ages six or younger spend, or will soon spend, significant time. **The Buncombe County Health Center** (250-5068) will test any child on or before their sixth birthday.

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## Security Deposits - Part I

You will be expected to pay a security deposit at the same time you sign your lease. This is a one-time refundable fee you pay the landlord as insurance that you will live up to your end of the lease. The landlord is required by law to put this money in an escrow account (separate from his/her other money). The landlord must tell you the location of the account. (Pet fees, sometimes called pet “deposits,” are usually non-refundable.)

### How Much is Too Much?

The law limits the amount a landlord can charge for a security deposit according to the length of the lease. These limits apply even if the lease is oral.

- Week-to-week lease      No more than 2 weeks rent
  - Month-to-month lease      No more than 1½ months rent
  - Longer lease agreement      No more than 2 months rent
- (See page 16 - Security Deposits Part II for information on how to get your security deposit back.)

## Property Inspection Form

Landlord Name \_\_\_\_\_

Apartment Name and Number \_\_\_\_\_

Living Room	Condition upon Move-In	Needs to be fixed: By when	Condition upon Moving Out
Walls / Window			
Floors			
Ceiling			
Kitchen	Condition upon Move-In	Needs to be fixed: By when	Condition upon Moving Out
Walls / Window			
Floors			
Ceiling			
Cabinet /Countertops			
Appliances			
Dining Room	Condition upon Move-In	Needs to be fixed: By when	Condition upon Moving Out
Walls / Window			
Floors			
Ceiling			
Bathroom	Condition upon Move-In	Needs to be fixed: By when	Condition upon Moving Out
Walls / Window			
Floors			
Ceiling			
Fixtures / Shower			
Bedroom # 1	Condition upon Move-In	Needs to be fixed: By when	Condition upon Moving Out
Walls / Window			
Floors			
Ceiling			
Bedroom # 2	Condition upon Move-In	Needs to be fixed: By when	Condition upon Moving Out
Walls / Window			
Floors			
Ceiling			
Other	Condition upon Move-In	Needs to be fixed: By when	Condition upon Moving Out
Walls / Windows			
Light Fixtures			
Doors			

Landlord Signature \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signature \_\_\_\_\_ Date: \_\_\_\_\_



# Protecting Yourself

## Leases

A lease is an agreement between you and your landlord about the terms of your stay in the apartment. For your protection, it is very important to have a written lease, although it is not required. Keep a signed copy for your records. Make sure you read and understand the lease. If you don't understand something, ask questions. Don't forget that you can try to negotiate with the landlord on the terms of the lease. If you both agree to change parts of the lease, write the changes on the side or back of the page and have both parties initial the changes. Remember, when you sign a lease, you're agreeing to play by the rules set forth in it. Unless a lease is illegal, you will be held to it and can be evicted if you break any part. To view a sample lease created by the North Carolina Association of Realtors, go to [www.ncrealtors.org/uploads/410-T-sample.pdf](http://www.ncrealtors.org/uploads/410-T-sample.pdf).

### The Lease Should at Least Include the Following:

- Security deposit amount and what it covers;
- Rent amount, when it is due, and to whom/where it should be paid;
- Late charges;
- Who is responsible for paying each utility (and how utilities are divided if on a shared meter);
- The term (the period of time the lease covers);
- Guest policy;
- Pet policy;
- Circumstances when the landlord may enter the home (the law says a landlord must give reasonable notice unless it's an emergency);
- What happens if you violate the terms of the lease;
- When notice to move out must be given; and
- How maintenance requests are to be made.

### These Common Lease Terms are Illegal:

- If it states that the landlord can enter your home at any time;
- If it states that you can be evicted without a court hearing;
- If late fees are more than \$15 or 5% of the rent amount, whichever is more; and
- If it states you are responsible for all repairs or that the landlord is not responsible for any repairs or maintenance (See p. 16.).

## Types of Leases

- **Verbal Agreements:** In most cases, promises made by the landlord are hard to enforce if they are not in a written lease or in an attachment to it. Prevent misunderstandings! Put agreements in writing, including repairs to be made before you move in. Depending on how often you pay, an oral agreement may be considered a month-to-month lease by the courts.
- **Periodic Tenancy:** Month-to-month, week-to-week. At the end of the term, the landlord can decide if s/he wants to raise the rent. Under NC Law, notice to move under a month-to-month lease requires one-week notice, and a week-to-week lease requires two days' notice.
- **Fixed-Term Tenancy:** Typically six months to one year. You will still pay by the month, but you agree to stay for the full term of the lease. During this time period, the landlord can't ask you to move unless you violate the agreement and your rent can't be raised (unless the lease says differently). Notice to move at the end of a one-year lease term is usually 30 days or more. If you break the lease, you may be held responsible for the rest of the rent.

## Renter's Insurance

**Your landlord's insurance does not protect your personal property.** It only protects the building. You probably own a lot more than you think: furniture, clothing, stereo, television, books, toys, jewelry, pots and pans, dishes. **What would it cost to replace everything in your apartment if there was a fire or other disaster?** Renter's Insurance pays if your personal property is damaged or stolen. It can cover fire and smoke damage, theft, vandalism, damage from windstorms and hail, damage from explosions, water damage from plumbing problems, and many other hazards. It also protects you from liability if an accident happens in your home and may pay your temporary living expenses if an emergency forces you to leave your home.

### Renter's Insurance usually costs less than \$10 a month.

It may cost even less if you also have auto insurance with the company or qualify for other discounts. Some policies cover more than others so shop around. To find the one that best meets your needs make sure to ask about: contents coverage, replacement value coverage, living expense coverage, liability and theft, what is not covered, deductible, and discounts.

# Utilities

Some rentals include utilities in the rent, but in most cases you will have to pay for installation costs as well as monthly bills. For more information on utility costs, see page 2.

## Electricity

**Duke Energy Progress:** 1-800-452-2777; Hours: 7:00AM - 9:00PM, M-F [www.progress-energy.com](http://www.progress-energy.com)

1. Call with your Social Security number handy.
2. Security Deposit: If you have good payment history and good credit or if you can get a co-signer with good payment history and credit, the security deposit may be waived. Otherwise, you must pay a security deposit equal to two months worth of electrical use, due within six days of application.
3. Fee: A service fee of \$17 will be added to the first bill.

**French Broad Electric** (serves parts of Leicester and parts of Weaverville), 1-800-222-6190;  
Hours 8:00AM - 4:30PM M-F; 3043 Highway 213 Marshall, NC 28753; [www.frenchbroademc.com](http://www.frenchbroademc.com)

1. Visit their office to apply for service.
2. Bring a photo ID, your Social Security number, and your new address.
3. Security Deposit: You must pay a \$200 deposit before the service will be connected unless you can document 12 months of consecutive on-time payments to another electric provider.
4. Fee: A \$25.75 installation fee will be added to the first bill.

## Gas

**Public Service Company of NC (PSNC):** 1-877-776-2427 Hours: Open at all times; [www.psnenergy.com](http://www.psnenergy.com)

1. Call with the following information: your new address, your mailing address (if different), your phone number, your Social Security number, your spouse's name and Social Security number (if applicable), your driver's license/state ID number and expiration date, the name of a contact person and a phone number, and your landlord's name.
2. Security deposit: If you have good credit or a co-signer with good credit, the security deposit is waived. If you have bad, or no credit, you must pay a security deposit based on the previous tenant's usage.
3. There is no installation fee.

## Phone

**AT&T** (formerly Bell South): 1-888-757-6500; Hours: 8:00AM - 7:00PM M-F and 8:00AM - 5:00PM Sat: [www.att.com](http://www.att.com)

1. Call with your new address and your Social Security number handy.
2. Security Deposit: If you have good credit, the security deposit is waived. If you have bad credit, or no credit, the security deposit is \$50.
3. Fee: There is also a connection fee of \$46 plus tax, which is added to your first bill.

\* Lifeline Link-Up: If you receive Food Stamps, Work First, or SSI, contact your DSS worker or the Social Security Administration to receive \$13 off your monthly phone bill for basic service.

## Water

**Asheville Water Dept:** 1st floor of City Hall, 251-1122; Hours: 8:00AM - 5:00PM M-F

1. If you have a good credit rating or have had service with the City of Asheville for more than a year, you can call for service. If you have bad credit, or no credit, you will need to visit the office.
2. Have your picture ID, Social Security number, and new address handy.
3. Security Deposit: If you have good credit or a "letter of credit" from a water, gas, or electric utility companies, the security deposit may be waived. Otherwise, you will have to pay a \$100 deposit.
4. Fee: The connect fee is \$55.00.
5. Service begins the following day. Note: If the landlord has not had the property inspected and received a Certificate of Occupancy, this will delay water turn-on.



# Repairs & Maintenance

## Who is Responsible

If repair requests are not made early by the tenant, or if these requests are ignored by the landlord, the problem can grow and affect the safety of the tenant and the value of the home, which in turn causes even more problems between tenant and landlord. It is important to know who is responsible for repairs.

### Landlord Responsibilities

- Make repairs and do whatever is necessary to keep the property in a livable condition.
- Keep all appliances/facilities (electricity, plumbing, heat, etc.) that come with the unit in good, safe, working order.
- Provide working smoke detectors in all rental units. Repair/replace broken detectors. Install new batteries at the start of each new lease.
- Comply with all housing codes: State, County, and Municipal.
- Abide by the terms of the lease agreement.
- In some cases, the landlord may be required to provide a carbon monoxide detector.

### Tenant Responsibilities

- Keep the unit clean, dispose of garbage.
- Do not damage the property or allow a guest to do so.
- Use the facilities (electrical, plumbing, heating, etc.) as they are designed.
- When repairs are needed, notify the landlord in a timely manner.
- Replace smoke detector batteries and carbon monoxide detector batteries during your lease period. Notify the landlord in writing if either detector is broken. Test your detectors once a month by pressing the test button. **Don't Disconnect the Alarms!** This can result in fines, eviction, or fire.
- Abide by the terms of the lease agreement.
- When moving, leave your apartment in good, clean condition. Check with landlord for what s/he expects.
- Fix anything you (or any of your guests) break or damage. This does not include "normal wear and tear."

## Normal Wear and Tear

Tenants are responsible for damages, but not normal wear and tear. All units will undergo some wear and tear. Someone in a unit for only six months will have less wear and tear than someone in a unit for five years.

**The following are some examples:**

Wear and Tear	Damages
Worn carpet	Pet damaged or ripped carpet
Accidental marks on the wall	Many crayon marks on the wall
Stained porcelain fixture	Broken or dirty fixtures
Small nail holes in walls	Large holes requiring patching / painting

## Good Communication is Key

Good communication will save you trouble in the long run.

### Some Communication Tips:

- Ask the property manager how s/he would like to be notified if a problem arises. This way you know how to approach him/her should a problem arise.
- Don't wait until the last minute to deal with a problem. Usually it only gets bigger. In the long run, it's usually easier to take responsibility if you made a mistake and deal with the consequences.
- Put requests in writing, as well as by phone. We all get busy and things sometimes slip our memory. It is helpful for anyone to get a letter as a reminder about a problem or concern. Make sure to keep the note brief and civil. Keep a copy for your records.
- Put all agreements in writing and have both parties sign, each getting a copy. This keeps everyone from having to rely on memory.
- Listen without preparing for your response. After the person finishes, repeat back to them what you heard them say, and ask if you heard them correctly. This can help the other person feel heard and be more open to listening to you when it's your turn.
- Keep calm, even in the face of anger. If the other person is too angry to keep the conversation going, suggest taking a break and come back a bit later.
- Ask yourself, "Am I treating this other person in a way that I would want to be treated?"



# Repairs & Maintenance

## Making Requests for Repairs

- Call the landlord to let them know about the problem. Try to call during business hours, unless there is an emergency, or you have left messages with no response.
- Follow with a dated letter that confirms all that was discussed on the phone. Detail the problem, how long it has occurred, and how it has affected you or the property. If agreements are made about the resolution, summarize the points of the agreement. Invite the landlord to correct any points that may have been misunderstood. Consider delivering this letter in person, or sending it certified mail (return receipt requested) so you know for certain the landlord got it.
- Keep copies of all letters sent. Keep a record of the number of times you spoke on the phone or left messages. Also make notes during any conversation.

## If Your Landlord Does Not Respond

- **Do NOT withhold your rent. This will only open you up to a possible eviction due to non-payment of rent.**
- Do not fix the problem yourself without first getting the landlord's permission in writing. You could end up paying for the repairs or getting evicted for doing work without the landlord's permission. State law allows tenants to pay for small repairs and deduct the amount spent from the rent, **ONLY** if the landlord has not acted in a reasonable amount of time and the repair is about health or safety. Contact a lawyer for details.
- Make a complaint to the building/housing code enforcement agencies that are listed on page 11.

Before you make a complaint consider the following:

- Your case is stronger when you have records of your communication with the landlord.
- It is illegal for a landlord to evict a tenant in retaliation for making a complaint or asking for repairs. However, some may still try. If you do not have a lease, or your lease is almost up for review, proceed with caution.
- You can be evicted if you are behind on your rent or have broken the terms of your lease.
- If your unit can be repaired with you in it, you do not have to move.
- If you have concerns, you may need to contact a lawyer. Check the yellow pages. If you can't afford this, call **Pisgah Legal Services, 253-0406**, to see if you qualify for their services. A lawyer can discuss your options and represent you if action must be taken against the landlord. **Good record keeping helps your case.**

## If your Rental Home is Substandard

Landlords are responsible for keeping their rental housing up to local City and County codes. Your landlord cannot evict you or increase your rent based on a complaint or request for repairs. However, there are several things that you should keep in mind:

- Do not withhold your rent payments as a way to force the landlord into making repairs. **NC law does not protect you when you do this.** This puts you in a vulnerable position. While the landlord can't evict you for making a complaint, they can evict you for non-payment of rent.
- For the same reason, make sure you are not violating any of the terms of your lease. Read your lease thoroughly and make sure you understand your responsibilities.
- Housing codes exist to protect your health and safety. Do not use these codes as a way to harass your landlord. If there are violations, the landlord will be held responsible, but inspectors are not going to make up charges where none exist.

## In Buncombe County

Since 1998, Buncombe County has had a Minimum Housing Code. The county code is also based on complaints, but anonymous complaints are not allowed. If you are in an unsafe rental unit, **contact the Fire Marshall at 255-5087**.

## In Asheville

Minimum Housing Code inspections are based on complaints that can be made anonymously by the tenant, a community agency, or on the inspector's own motion. If you feel your rental is in substandard condition, **call Building Safety at 259-5764 to request an inspection**. All rentals in the City of Asheville must have a Certificate of Occupancy.

## Both City and County will need the following:

- Property address and directions.
- Description of the problem.
- Owner's name, phone number, and address.
- Your name, phone number (County only).

If the inspector finds violations, the owner will be notified of the repairs needed and given a deadline for completion.



## Substandard Housing Complaint Form

### Complaints in the City of Asheville

**Phone:** 259-5764

**Fax:** 259-5478

**Mail:** Building Safety Department

P.O. Box 7148, Asheville, NC 28802

### Complaints in Buncombe County

**Phone:** 255-5087

**Fax:** 232-4181

**Mail:** Buncombe County Fire Marshall

164 Erwin Hills Road, Asheville, NC 28806

### Contact Info

**Important:** See page 13 of this Rental Guide for details on the difference between City and County Codes.

- Address of Property: \_\_\_\_\_
- Name of Resident (if known) \_\_\_\_\_ Anonymous ☐ (City only)
- Name of Person making complaint \_\_\_\_\_ Anonymous ☐ (City only)
- Name of Owner or Property Manager \_\_\_\_\_
- Address and Phone Number: \_\_\_\_\_  
☐ Apartment ☐ House ☐ Mobile Home

Check any specific unsafe condition that apply

- ☐ No operating heating facilities between November 1 and March 30 of any year.
- ☐ No potable (drinkable) water service.
- ☐ No hot water supply.
- ☐ No electricity.
- ☐ Failing or failed primary structural members that threaten the stability of the dwelling and/or visible structural defects that appear to render the structural members ineffective (foundation or other structural beams or parts falling down or giving way).
- ☐ Improperly operating or no sanitary facilities.
- ☐ Overloaded, non-isolatable electrical circuits or unsafe or exposed electrical wiring.
- ☐ Presence of raw sewage or open sewer inside the dwelling, whether from broken, plugged or inoperative fixtures or pipes inside the dwelling or migrating into the dwelling from outside.
- ☐ Presence of uncontained flammable or combustible liquids or gases, poisonous solids, liquids or gases or life/ health-threatening depletion of oxygen.
- ☐ Missing roof, or part of roof missing.
- ☐ Chimney flues clogged.
- ☐ The dwelling is a physical threat due to immediate possibility of collapse.
- ☐ The primary means of exit or escape in the event of fire or other emergency is blocked or structurally unsafe.
- ☐ Occupancy of habitable space that does not meet below-grade occupancy standards.
- ☐ Internal accumulation of garbage.
- ☐ Interior wall sheathing or sheeting that is not present, or has been removed, to a point where there is little or no protection from spread of fire from story to story, or from other habitable spaces to bedrooms.

**The following are for the City Only.**

- ☐ Generally concerned about the listed property's condition, but don't know the specifics.
  - ☐ Believe that the unit has not been inspected, and should be according to the minimum housing code ordinance.
  - ☐ Other Concerns if any: \_\_\_\_\_
- 
-

# Money Problems

## If You Can't Pay Your Rent

**If you are having money problems, it is very important that you pay your rent first.** There are several programs in Asheville that have financial help available for people behind on utility payments or who are low on food. It is harder to find assistance with housing costs. If you can't pay these bills, call OnTrack WNC for an appointment with a financial counselor as soon as you see trouble looming.

Remember, a bill collector simply wants you to pay the money owed to them – NOW. They don't know your whole story. Your top priorities remain housing, utilities, food and other basic needs. Stay in control by informing your creditors about your circumstances.

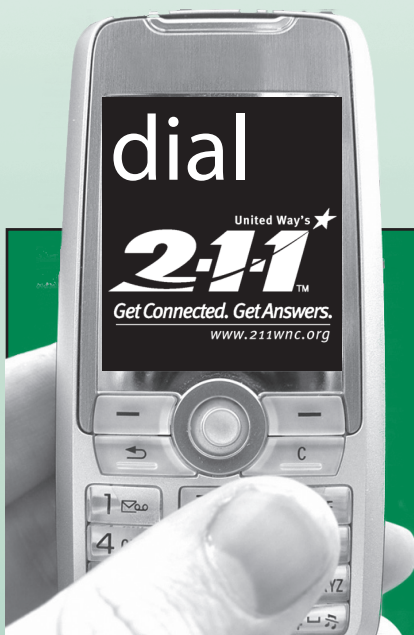
**Do not make promises that you are not prepared to keep! Broken promises damage your credibility and make future negotiating difficult.**

## Inform Your Landlord

Your landlord may be willing to work with you. **If you live in public housing** and you have little to no income, you may be granted a temporary hardship exemption, but you have to ask. Go to your property manager or case manager, explain the situation, and ask to fill out the form for a "hardship exemption." Follow up as needed. Good communication between tenant and landlord is very important to maintain a business relationship. If your landlord is willing to work out an agreement with you, it is in the best interest of both parties to **get the agreement in writing**, sign it, and keep a copy. This protects both sides from any misunderstandings in the future.

## Seek out Public Services

After seeking help from your family, friends, church, and workplace, you may still need assistance. When seeking assistance from public services, call first to find out the program rules and if funds are available. **Call 2-1-1** for agencies' contact information.



dial 2-1-1 for  
free, confidential, 24/7 access  
to community services

or use our online database at  
[www.211wnc.org](http://www.211wnc.org)

Our highly trained staff will take the time to help you  
find out about local services:

housing • food • medical & dental • support groups • money management • legal assistance • counseling  
recreation • tutoring & mentoring • utility assistance • transportation • employment • consumer information  
education • home repair • abuse prevention • tax aid • substance abuse treatment • animal services  
disaster recovery • community groups • donations • volunteer opportunities • and much more!

United Way  
Funded Program



serving buncombe, henderson, madison & transylvania counties



# Moving Out

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## Giving Notice

It is important to give your landlord proper notice that you are moving. Tell your landlord in writing what day you will be out and keep a copy of the letter. Look at your lease to see how much notice you agreed to give. (If you don't have a lease, see page 10 - *Types of Leases* for information on how much notice is required.)

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## Security Deposits - Part II

### To Get Your Deposit Back

- Request the deposit from the landlord verbally and in writing. Include a forwarding address and keep a copy of the letter for your records.
- The law requires the landlord to return the deposit within 30 days after you move, or give you a written list of the items the deposit money was used to cover. (The landlord can also explain in writing why s/he needs an additional 30 days.)
- Make sure that you are leaving the unit in the same shape as when you moved in (minus normal wear and tear).
- Be prepared to pay for any repairs that need to be done.
- If you disagree on the amount returned, you can file in Small Claims Court. (Call 259-3407 for information.)

### You Will Lose Your Deposit if You

- Owe back rent.
- Damage the property beyond normal wear & tear.
- Didn't clean the apartment well before moving.
- Are court evicted and the landlord has court costs and / or other costs related to moving / storing your possessions.
- Break your lease, causing the landlord to lose money.

## Eviction

You can be evicted for not paying rent or for violating the terms of your lease (see page 10 for more on leases). The following was written by **Pisgah Legal Services**. Keep in mind that there are exceptions to some laws and you should contact a lawyer if you are being evicted.

### Eviction Process:

- Your landlord must take you to court to evict you. The landlord can't lock you out of your unit, have the utilities cut off, or enter your home and take your belongings before the court makes a decision. If these things happen, contact the police and a lawyer.
- If a landlord tries to make a tenant move through any means other than court, the tenant may have a claim against the landlord for money and, in addition, the tenant may ask the court to rule that the tenant be permitted to continue living in, or regain possession of, the rental unit.
- If the landlord wants a tenant to leave, and the tenant does not voluntarily leave, the landlord must start the court action by filing a **Complaint in Summary Ejectment with the Small Claims Court** (Magistrate).
- The tenant must be served with the Complaint in Summary Ejectment and a Summons by the Sheriff's office. **The Summons will state the date, time and place for the Small Claims Court hearing.** Both sides may have an attorney, may present evidence, and may subpoena witnesses.
- The tenant may also bring a counter-claim against the landlord for money or rent abatement if circumstances warrant it. Two examples: 1) a landlord failed to make repairs for which he or she was responsible, after having been properly notified by the tenant; and 2) if a landlord attempted to evict the tenant illegally and the tenant was damaged in some way.
- When the Magistrate makes the decision or judgment, the **losing side or party has 10 days in which to appeal to District Court for a new trial.**
- **During those 10 days, the landlord can't make the tenant move.** If the tenant appeals to the District Court, and signs the papers stating that s/he will pay the rent as it becomes due to the Clerk of Superior Court, then the tenant keeps possession of the rental unit and a new trial is scheduled for District Court.
- If the tenant does not appeal within the 10 days, the landlord is required to obtain a **Writ of Possession of Real Property**, signed by the Clerk of Court, in order to make the tenant move. **The writ directs the Sheriff's office to take action to physically evict the tenant and the personal property from the premises.** The landlord is not permitted to physically force the tenant to move at any stage in the eviction process.
- If you were behind on your rent and your landlord has agreed to accept part or all of the rent, but is still going through with the eviction, this may not be legal. This is determined by your lease and/or the courts, and you should get legal advice.
- For more information on evictions, call
  - Pisgah Legal Services at 253-0406
  - Buncombe County Sheriff's Department at 250-6670, or
  - Buncombe County Court: 259-3407.



# Moving Out

## Tenant Rights When a Rental is Sold in Foreclosure

In many situations, a new federal law gives tenants who are renting a property sold in foreclosure up to 90 days before the new owner can obtain a writ of possession (see previous page). If the tenant has a written lease, the tenant may be able to stay for the entire lease term. However, in some situations the North Carolina law allows the landlord to give as little as 10 days notice to vacate.

A landlord whose property goes into foreclosure is required to either transfer the security deposit on the property to the new owner or return the deposit to the renter. In certain situations, a tenant may terminate their lease with as little as 10 days' notice once the rental property goes into foreclosure.

## What About My Stuff?

If you are evicted and can't move your things by the date assigned by the courts, there are guidelines provided by the law.

- If a tenant abandons personal property worth \$500 or less, or fails to move it by the time the Writ of Possession is executed, the landlord may deliver the property to a non-profit agency that provides clothing and furniture for those in need. The non-profit must identify and store the property for 30 days and release it to the tenant at no charge during that time. The landlord must post a notice (for 30 days) with the name / address / location of the property at the unit and at the address where rent is received. The landlord must mail a notice to the last known address of the tenant.
- **During the ten days after the execution of the Writ of Possession, the landlord may move the property to a storage space.** The landlord must give the property to the tenant during regular business hours, or at an agreed upon time. If the landlord plans to sell the property after the ten days, s/he must give the tenant notice in writing seven days prior to the sale. Notice must include the date, time, and place of the sale.
- **After the 10 days are up, a landlord may throw away or sell the property.** Proceeds from a sale go to unpaid rent, damages, storage fees and sale costs. Any money left after that must be given to the tenant (if requested) or delivered to the county government. The tenant can request the property until the day of the sale.
- If total value of all property remaining is less than \$100, the property is considered abandoned five days after the time of execution and can be thrown away.



### AHOPE Day Center

*Basic services for people who are homeless, including referrals to all other programs & to other resources*

### Room in the Inn

*Mobile shelter for homeless women, operated in partnership with the faith community*

### PATH

*Outreach for people who are homeless & mentally ill*

### Women At Risk

*Outpatient substance abuse & mental health treatment for women at risk of incarceration*

### HOPE to HOME

*Community support for people moving out of homelessness & into permanent housing*

### Pathways to Permanent Housing

*Housing assistance and supportive services that move people out of homelessness*

### Visit our AHOPE Day Center

**to access support & all other programs:**

19 N. Ann St. • Asheville, NC • 28801

Weekdays: 7 a.m.–noon • Weekends: 8 a.m.–noon

828.258.1695

[www.homewardboundwnc.org](http://www.homewardboundwnc.org)



United Way of Asheville  
and Buncombe County

Asheville-Buncombe  
**HOMELESS  
INITIATIVE**