NORTH CAROLINA

Fill out online

LEASE RENEWAL AGREEMENT

Blank form - complete all applicable fields before signing

1. Renewal and monthly charges

Renewal begins	Renewal ends (inclusive)
Current monthly rent (USD)	Renewed monthly rent (USD)
Rent due day each month	Security deposit already held (USD)
Existing recurring fees / utilities	

No additional security deposit, renewal fee or other one-time charge is due under this agreement. Existing lawful recurring charges listed above continue; no new charge is created. Deposit accounting, interest and return obligations remain governed by applicable law.

2. Existing lease and parties

Street address / unit	
City / town	County
ZIP code	Contact phone
Original lease signed	Current term ends
Landlord legal name	
Signing agent, if any	
Landlord notice address	

Print pages 1-3 for the agreement and any included disclosures. Guide: 4-6.

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Contact email

3. Agreement

The landlord and all tenants identified in this agreement mutually extend the existing written lease identified above for the same premises. The renewed term begins and ends on the dates stated above. The renewed monthly rent applies from the renewal start date, subject to applicable law.

Except for the renewed term and monthly rent expressly stated here, the lawful provisions of the existing lease and its existing addenda continue unchanged, including payment method, rent due day, utilities, maintenance and occupancy provisions. The existing lease must be kept with this agreement.

This agreement does not add an automatic-renewal provision, change any party, extend a guaranty, impose a new fee, waive a claim, or waive any nonwaivable right. An unlawful term in the existing lease is not validated by this renewal. If a provision conflicts with mandatory law, that law controls.

The stated end date is not a notice to vacate or a waiver of renewal, notice, just-cause, rent-limit, habitability, security-deposit, anti-retaliation or other protections. Any later termination, holdover or further renewal is governed by applicable law and the lawful terms of the lease.

All parties should receive a complete signed copy together with the original lease and required disclosures. Signing this document does not establish that a separate notice has been delivered or that a proposed rent increase is lawful.

4. Documents kept with this renewal

Keep this agreement with the original lease and all existing addenda. Provide each party with the complete signed packet and every applicable state, local and federal disclosure. Required notices must be delivered separately on time; signing this renewal does not cure a missing notice or authorize an unlawful increase.

Additional documents

Before signing

Identify the existing written lease and confirm its renewal option and notice deadlines. Preserve habitability, deposit and other tenant protections. This agreement does not authorize self-help removal at the end of the renewed term.

For the same home and parties, with a renewed term of up to one year. Complete all applicable fields, keep the original lease, and attach required disclosures. Prescribed regulated-housing forms are outside this template.

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5. Signatures

By signing, each person agrees to the renewal above and confirms receiving and reviewing the existing lease and listed documents. An agent signs only with authority for the landlord. No guarantor obligation is extended by this agreement.

Use one row per signer. Leave unused tenant rows blank.

Landlord or authorized agent

Full legal name	Signature	Date signed

Tenants

Full legal name	Mobile (optional)	Signature	Date signed

Choose and document the next term

Fixed term or periodic tenancy?

Read the original lease's expiration, renewal, notice and holdover clauses before choosing dates. This agreement is a mutual renewal for the same home and parties for up to one year; it does not create an automatic-renewal clause. A one-year lease with monthly payments is not necessarily a month-to-month tenancy. If a tenant is leaving or joining, arrange the necessary separate amendment or release instead of silently changing the names here.

Do not confuse termination notice with renewal

G.S. 42-14 provides notice-to-quit periods for periodic tenancies: one month or more before the current year ends for year-to-year, seven days for month-to-month and two days for week-to-week. Rental of manufactured-home space has a separate 60-day rule. These are not a universal seven-day rent-increase rule or a substitute for reading fixed-term lease provisions. Check the agreement, the tenancy type and any program requirements before setting a deadline.

Official source

Rent and municipal differences

G.S. 42-14.1 generally prevents cities and counties from regulating rent amounts on privately owned rentals, with specified exceptions involving public property, subsidy agreements and public assistance or incentives. Do not assume a generic rent-control rule applies simply because the property is in Charlotte, Raleigh, Durham or Asheville. Conversely, a publicly assisted property can have restrictions that an ordinary private-market form does not resolve. Check the property's funding and recorded agreements, not just its city.

Official source

Create a clear offer and record

Enter current rent and proposed renewed rent separately, with an unambiguous start and inclusive end date. Keep the original notice, delivery evidence, proposed agreement and final signed agreement as different records. Example: if a term ends June 30 and the parties agree to renew without a gap, verify that the new term begins July 1. Do not backdate signatures or treat an unanswered message as acceptance. Resolve disputed terms before collecting signatures.

Deposit and fee checks at renewal

Check the deposit limit against the tenancy

G.S. 42-51 caps deposits at two weeks' rent for week-to-week, one and one-half months for month-to-month, and two months for terms longer than month-to-month. This packet carries forward the deposit already held and creates no additional deposit charge. Reconcile the actual balance. If the tenancy changes category, reassess the applicable limit instead of assuming the old amount remains appropriate. Retain the original condition report and subsequent repair records.

Official source

Deposit and fee checks at renewal

Hold the funds properly and identify the depository

G.S. 42-50 requires the prescribed trust-account or bond arrangement and notice of the institution's name/address or bonding insurer within 30 days after the lease term begins. An out-of-state trust account requires the specified adequate bond. Review this at renewal, particularly after a banking or management change. A deposit line in this agreement records the amount; it is not a substitute for the required holding arrangement or depository information.

Official source

Understand the 30-day and 60-day accounting steps

Under G.S. 42-52, after termination and delivery of possession, provide an itemized accounting and remaining deposit within 30 days. If the claim cannot yet be determined, provide an interim accounting by day 30 and the final accounting by day 60. Do not automatically wait 60 days in every case. Deductions cannot exceed actual damages or cover ordinary wear. When the address is unknown, follow the statute's retention rule for the balance, including at least six months for collection.

Official source

Late fees are not unlimited

G.S. 42-46 permits an agreed monthly late fee only when rent is at least five calendar days late, capped at the greater of $15 or 5% of monthly rent. Count the first late day as the day after the due date. Charge only once for the same late payment; do not subtract that fee from a later rent payment to manufacture another default. For covered subsidized rent, the fee calculation uses the tenant's share. Recheck old fee clauses before carrying them forward.

Official source

Repairs, signing and practical safeguards

Renewal does not waive repair obligations

G.S. 42-42 requires fit premises and specified maintenance, safety and alarm duties. A tenant's acceptance of existing conditions does not generally release those obligations. Use renewal as a chance to review unresolved repair requests, alarm records and emergency contacts, not to obtain a blanket 'as-is' waiver. The statute distinguishes written repair notifications from emergencies and addresses dangerous conditions. Keep repair commitments separately documented so dates and responsibilities remain clear.

Official source

Repairs, signing and practical safeguards

Review a disputed nonrenewal carefully

G.S. 42-37.1 protects specified good-faith activities, including repair complaints, code complaints and exercising lease rights. It provides a retaliatory-eviction defense with conditions and exceptions; it is not a promise that every tenancy must renew. Document legitimate reasons and seek case-specific advice when a nonrenewal follows a dispute. Do not change locks or shut off utilities to resolve a tenant's refusal to leave; possession disputes require the lawful court process.

Official source

Each person signs their own row

Write each tenant's full legal name beside that person's signature and date. The owner or authorized agent uses the separate owner row. Leave unused rows blank and confirm the agent's authority. A renewal signature does not silently extend a guarantor's obligation or release a departing roommate. Before distributing copies, compare every signer's version for the same rent, dates, address and listed attachments.

Print a complete, usable agreement

Print pages 1-3 for this agreement; the remaining pages are the reading guide. Keep the original lease, addenda, applicable disclosures and notice evidence with the signed renewal, and provide the same complete packet to each party. The online link and QR return to the North Carolina tool. Subsidized housing and disputed possession can involve additional rights and procedures; the Judicial Branch's housing resource explains where those issues differ. Sources reviewed November 13, 2026. Verify current requirements before later use.

Official source