

# Holding Over

There are two kinds of leases, \_\_\_\_\_ and \_\_\_\_\_.

A \_\_\_\_\_ has a definite ending date.

A \_\_\_\_\_ repeats until someone ends it.

If the lease states how it must be ended, \_\_\_\_\_.

If the lease is silent on how it may be ended, \_\_\_\_\_.

G.S. 42-14 establishes notice periods when you have to fill in the blank.

| Term of Lease | Notice Required |
|---------------|-----------------|
|               |                 |
|               |                 |
|               |                 |
|               |                 |

## Let's Practice

1. "This lease starts on May 3, 2019 and ends on May 2, 2020." The LL proves that the complaint was filed on May 3. The lease contains no further provisions related to termination. Is T holding over?  Yes  No

**Rule:** \_\_\_\_\_  
\_\_\_\_\_

2. "This is a lease for one year, beginning on May 3, 2019." The LL proves that the complaint was filed on May 3, 2020. The lease contains no further provisions related to termination. Is T holding over?  Yes  No

**Rule:** \_\_\_\_\_  
\_\_\_\_\_

3. The landlord testifies to an oral lease, consisting of his statement to the tenant that: "The rent's \$500, due on the first of each month." On March 15, he texted the tenant that the lease would end on March 31. On April 1, is T holding over?  Yes  No

**Rule:** \_\_\_\_\_  
\_\_\_\_\_

4. The landlord testifies to an oral lease, consisting of his statement to the tenant that: “The rent’s \$500, due on the first of each month. Whichever one of us decides to end it first has to give 30 days’ written notice.” On March 15, he emailed the tenant that the lease would end on March 31. Is T holding over?  Yes  No

Rule: \_\_\_\_\_  
\_\_\_\_\_

5. At the end of a lease for one year, the T continues to occupy the property, and the landlord continues to accept rent. After six months, the LL files a SE action based on holding over. Is T holding over?  Yes  No

Rule: \_\_\_\_\_  
\_\_\_\_\_

6. LL & T have a month-to-month lease with rent due on the first. The lease has no provision about notice for termination. LL notifies T on March 1 that the lease will end on March 8, and files for SE on March 9. The T defends based on insufficient notice. Is T holding over?  Yes  No

Rule: \_\_\_\_\_  
\_\_\_\_\_