

Differences Between Commercial and Residential Leases

| Issue | Residential Lease | Commercial Lease |
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| Self-help eviction | Not allowed [GS 42-25.6] | Can use self-help as long as no breach of the peace [Spinks v. Taylor, 303 N.C. 256(1981)] |
| Late fee | Limited to fee authorized by GS 42-46 | Can agree to any late fee in lease |
| Administrative fee | Restricted to fees allowed by GS 42-46 | Can agree in lease to fees |
| Security deposit | Security deposits limited to amount and uses by GS 42-50 to -55 | Can agree in lease to any security deposit |
| Duty to provide fit and habitable premises | Required by GS 42-42 | No duty to provide |
| Duty to repair | Required by GS 42-42 | No duty unless required by the lease |
| Tenant's property left on premises after eviction | 10 days after summary ejectment judgment and serving of writ of possession, landlord can throw away, dispose of, or sell personal property left except if mobile home worth more than \$500. (Does not specify that tenant must own property.) [GS 42-25.9(g)] | Landlord has lien on any personal property to which tenant has legal title that remains on premises if tenant vacated for more than 21 days and landlord has lawful claim for damages. Must sell as provided in GS 44A-4. [GS 44A-2(e)] |
| Retaliatory eviction | Prohibited by GS 42-37.1 to -37.3 | No law covering |