

## DEMAND FOR POSSESSION

(for use when lease established using Residential Rental Contract (NC REALTOR® Form 410-T))

Tenant: \_\_\_\_\_

Landlord: \_\_\_\_\_

Premises: \_\_\_\_\_

Landlord and Tenant entered into a Residential Rental Contract (Form 410-T) ("Lease") for the Premises with a Beginning Date of: \_\_\_\_\_. Tenant is in breach of the Lease or is holding over after the expiration of the Lease. The purposes of this Notice are to terminate the Lease or terminate Tenant's right to possession of the Premises, if applicable, and to demand possession of the Premises.

(check if applicable) **TENANT BREACH/TERMINATION (PARAGRAPH 17)**

**DESCRIPTION OF BREACH:** Tenant is in breach of the Lease, as follows:

- Tenant's failure to pay the full amount of rent due under the Lease, OR
- Tenant's continuous or reoccurring failure to perform a promise, duty or obligation agreed to by Tenant in the Lease or imposed upon Tenant by law for a period of five (5) days from the date Landlord notified Tenant in writing of such failure

**TERMINATION:** Based on Tenant's breach of the Lease, and in accordance with the Lease, Landlord hereby:

- Terminates the Lease
- Terminates Tenant's right to possession of the Premises without terminating the Lease

(check if applicable) **TENANT HOLD OVER**

Tenant is holding over after the term of the Lease expired on (insert end date of last term of Lease) \_\_\_\_\_.

**DEMAND FOR POSSESSION:** LANDLORD HEREBY DEMANDS THAT TENANT SURRENDER POSSESSION OF THE PREMISES:

- IMMEDIATELY
- ON OR BEFORE (INSERT DATE) \_\_\_\_\_ AT (INSERT TIME) \_\_\_\_\_

**CONSEQUENCES FOR FAILING TO SURRENDER POSSESSION:** If Tenant fails or refuses to timely surrender possession of the Premises, Landlord shall be entitled to reenter and retake possession of the Premises through a summary ejectment proceeding. If a summary ejectment proceeding is instituted against Tenant, Landlord shall be entitled to recover from Tenant the following fees/costs in accordance with NC General Statutes §42-46:

- filing fees charged by the court
- costs for service of process
- the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee
- reasonable attorneys' fees

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

LANDLORD: \_\_\_\_\_  
[insert name(s) of Landlord]

BY: AGENT: \_\_\_\_\_  
[Name of real estate firm]

By: \_\_\_\_\_ Date: \_\_\_\_\_ [Signature of authorized representative]

