

**NOTICE OF MONTH-TO-MONTH TENANCY**

**Only use with Residential Rental Contract (Form 410-T) ©2023 or later when the Renewal Period is month-to-month.**

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

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

**Real Estate Management Firm ("Agent"):** \_\_\_\_\_

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

End Date of Last Term in Contract: \_\_\_\_\_

Landlord hereby notifies Tenant that the Initial Term of the lease in the Contract, or any extension of the term in the Contract, has expired. Landlord has not received a timely notice of termination. Tenant is therefore notified that:

1. *Contract Effective:* All terms and conditions in the Contract will continue to be in full force and effect.
2. *Renewal Period; Month-to-Month Tenancy:* The Renewal Period in the Contract is in effect. This means that the Contract is not automatically void or terminated. Instead, the Contract will continue to renew month-to-month until the Contract is terminated by either Landlord or Tenant.
3. *Rent Adjustment:* Starting on \_\_\_\_\_ your rent will change from \$\_\_\_\_\_ per month to \$\_\_\_\_\_ per month. During any Renewal Period, Landlord may send notice to Tenant that the rent will be adjusted.
4. *Termination:* Landlord or Tenant may give written notice to terminate at any time during a given month that the tenancy will terminate at the end of the next month. As an example only, if Tenant provides notice that they intend to terminate during the month of March, then the notice would be effective for the end of April and Tenant would owe rent to the end of April.
5. *Deposit:* Any Security Deposit will be accounted for under the Tenant Security Deposit Act once the tenancy ends. See the Contract for further information.

NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

LANDLORD: \_\_\_\_\_

LANDLORD: \_\_\_\_\_

BY AGENT: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

[Signature of authorized representative]

