LIFE & LAWS 101
Citizenship Rights and Responsibilities Over 18

North Carolina Bar Association
Young Lawyers Division
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FOREWORD

Now that you are 18 (or close to it), you have the world at your fingertips. You have been waiting for that magic day that you finally become an adult, and here it is! Along with the many opportunities you have, there are a number of rules, rights and responsibilities that accompany adulthood.

This guidebook is to provide you with a summary of these new rights and responsibilities and give you some helpful tips and resources, but it does not include everything. If you still have questions there are numerous agencies and organizations that can provide you with valuable services and information. Also, this guidebook is for informational purposes only — it is not meant to give you legal advice. Law books on each subject can be hundreds of pages; we have tried to give you the basics for North Carolina in only a page or two. If you need more information or have specific questions to your particular situation, contact the appropriate agency or an attorney.

We hope that you enjoy your new freedoms and rights, as well as the responsibilities that accompany adulthood. Understanding and fulfilling your citizenship rights and responsibilities are important to your individual happiness and success as an adult. Now, go take on the world!
NEW RIGHTS & RESPONSIBILITIES

Once you turn 18 you get a number of new rights, now you can:

• Vote in Federal, State and Local elections;
• Marry without your parents’ permission;
• Make a will;
• Get medical treatment without your parents’ permission;
• Become an organ donor; and
• Join the Military without your parents’ permission.

However, with these new rights come new responsibilities:

• You are now legally responsible for yourself;
• You can be held to a contract;
• You can be sued;
• You can be tried as an adult if you are accused of any crime;
• You can be called to serve on a jury; and
• If you are a male, you must register with the Selective Service within 30 days of reaching 18.
VOTING

One of the greatest rights you get upon turning 18 is the right to vote.

To vote in North Carolina, you must meet the following requirements:

- Be at least 18 years old at election time;
- Be a United States citizen;
- Be registered to vote in the county where you reside;
- Be a resident of North Carolina and the county where you are registered to vote for at least 30 days prior to the election; and
- If ever convicted of a felony, your rights of citizenship have been restored.

How do I register to vote?

To register to vote you must complete a Voter Registration Form, declaring that you meet the eligibility requirements. North Carolina has mail-in voter registration forms, available from your County Board of Elections Office and other public locations, as well as the North Carolina State Board of Elections website (www.ncsbe.gov). You can also register to vote at any Driver’s License Examination Office if you have official DMV business at that office. The deadline for registering to vote is 25 days before Election Day.

Where and how do I vote?

After you complete your registration form you will be mailed a registration card which indicates where you will go to vote on Election Day. Polling places are usually public places such as schools, community centers, courthouses, fire stations, or similar locations. Once you appear at your polling place on Election Day, there will be individuals present to help you complete your ballot, be it a paper ballot, computerized ballot or other method. Regardless of the procedure, you will have privacy in making your selection and your votes will remain confidential.

What about “Absentee Voting”?

Absentee voting allows you to vote on a day other than Election Day. Any registered North Carolina voter can request an absentee ballot by mail, all you have to do is complete the ballot and return it to the county Board of Elections by the ballot return deadline. North Carolina also allows one-stop absentee voting (or Early Voting); starting on the third Thursday before an election until the last Saturday before the election, registered voters can go in person to their Board of Elections or alternate location to vote an absentee ballot.
But, I’m in college in another state!
Where you vote depends on where you call home. You have two choices if you are a student who has moved away to go to school:
1. You can declare your old address (your hometown) as your home; or
2. You can declare your new address, including your dorm, as your home.
Wherever you choose is where you register to vote.
Remember, YOU HAVE TO CHOOSE! It is a crime to vote in two places in the same election.

Did You Know?
The 26th Amendment barred the states or federal government from setting a voting age higher than 18. Before it was ratified in 1971, you had to be 21 to vote in North Carolina.
JURY DUTY

As an adult, you may now have the opportunity and legal responsibility of serving as a juror in a court of law. Usually jurors serve in North Carolina State Court, in the county where the juror lives; however, you may also be asked to serve on a jury in Federal Court. A juror can be called to serve in either criminal or civil court. If you are randomly selected for jury duty, the court will send you a written notice in the mail stating that you have been “summoned,” or called to appear, to court for jury duty.

To be eligible as a juror, you must meet the following requirements:

- Be at least 18 years of age;
- Be a United States citizen;
- Be a resident of the county or district from which you are called to serve;
- Be physically and mentally competent;
- Be able to speak and understand English;
- Have not served as a juror in the last two years; and
- Have never been convicted of a felony or pled guilty or no contest to an indictment charging a felony, unless your rights of citizenship have been restored.

Do I have to appear?
Yes, you must appear. In the jury summons the court will inform you of the date, time and location at which you must appear. Since you have received an order from the court, the judge can hold you in contempt and/or impose a $50 fine against you if you fail to appear as required by the jury notice. Make sure you immediately notify your school and/or employer of your jury notice and make all the necessary arrangements to be there on time.

What if I have a conflict on that date?
Generally, if you are called to serve as a juror, you must appear. After you appear in court, you can discuss your situation with the trial court administrator, jury clerk or presiding judge. Only in rare occasions will a personal hardship lead to an excuse from jury duty; this typically occurs in exceptional cases such as medical reasons, attending school out-of-state, a death in the family, or another compelling reason. Work is not considered a compelling reason; employers are required to give employees time off if they are called to serve on a jury. If you do not meet the basic qualifications for service as a juror or if you have a truly urgent and compelling reason to request a postponement or excuse, you should contact the court in writing as soon as possible explaining your situation. The court will then notify you of your new service date. If you have not received a response from the court before your jury date and it is actually impossible for you to appear, call the trial court administrator or jury clerk about the status of your request. Contact information for court personnel in your judicial district is available at [www.nccourts.org](http://www.nccourts.org).
If I receive a summons, does that mean I will actually serve on a jury?

No, the summons means you are part of the “jury pool,” but you may not be one of the jurors chosen to hear and decide a particular case. If your name is drawn to take a seat in the jury box the judge and attorneys will be able to ask you questions about your personal background, experiences and beliefs. An attorney or the judge may decide to excuse you from the jury based on the answers to the questions, if you know someone involved in the case, or if they believe you might not objectively consider the evidence. If you are chosen, you will be required to report to court every day until the case is decided and the judge releases you.
EMPLOYMENT

You are likely to be faced with the question: “What do you do for a living?” Employment is more than just a job and a paycheck; it is a relationship that may affect you now and well into your future. Below are answers to questions you may have when you take your first steps with your employment.

Does my employer have to give me a meal or rest break during my shift?
If you are 16 years of age or older, your employer is not legally required under North Carolina law to provide you with any meal or rest breaks during your shift, although your employer may voluntarily choose to do so. For 14-15 year olds, employers are required to provide a 30-minute break after the employee has worked five hours.

Will I have to sign a contract?
Most employees do not sign a written contract, meaning they are not bound to work for their employer for any specific period of time (“at-will” employment). “At-will” employment means you can be fired for any reason — or no reason at all — so long as it is not illegal or against public policy. Employers are prohibited from ending your employment for reporting discrimination or harassment, filing a workers’ compensation claim, missing work for jury duty or other recognized public policies.

If you sign a contract agreeing to work for a specific period of time, that contract is binding for you and the employer. Since under the law you are presumed to have read and understood what you signed, during the application and hiring process and throughout your employment, you should carefully read anything you are asked to sign. If you do not understand an employment document, ask the employer to explain it to you.

My employer discriminated against me, what can I do?
Federal law prohibits an employer from discriminating against you on the basis of race, color, age (40 or over), religion, sex, disability, or national origin. An employer may not: (1) refuse to hire you; (2) terminate you; or (3) take any action that adversely affects the terms, conditions, or privileges of your employment on the basis of any of the above categories. If you feel you are a victim of discrimination, you should first report your concerns to your supervisor and human resources department, making sure to follow your employer’s reporting procedures concerning discrimination. If you continue to have problems after reporting the matter, you should contact the local Equal Employment Opportunity Commission (EEOC) office for further help. In North Carolina, you have 180 days from the date the discrimination occurred to file a charge with the EEOC. The charge informs the EEOC and your employer of your problem and allows the EEOC to investigate the matter. Once the EEOC has completed its investigation, it will either sue on your behalf or give you the option to bring your own lawsuit against your employer.
What is sexual harassment?
Sexual harassment is the creation of a hostile work environment through sexually charged behavior that can include jokes or comments (in person or in emails), derogatory cartoons or pictures, unwanted advances or touching, or requesting sexual favors as an employment condition. Employers can be held responsible for failing to address complaints of sexual harassment within a timely manner or if a manager or other person in power is guilty of sexually harassing employees. In North Carolina, if a person is a victim of sexual harassment and he/she decides to take action against the harasser, the employer may not retaliate against the reporting employee. In fact, if the employer does retaliate, the reporting employee can file a charge against the employer for discrimination.

What if I get hurt at work?
In North Carolina, employers with three or more employees are required to carry Workers’ Compensation insurance to pay a worker for on-the-job or work related injuries or illness. The North Carolina Industrial Commission handles Workers’ Compensation claims. Workers’ Compensation, in many cases, covers both medical expenses and a portion of your salary while you are out of work due to the injury. An employee cannot be terminated for filing a Workers’ Compensation claim.

Helpful Websites
• Employment Security Commission of N.C. | www.ncesc.com
• Equal Employment Opportunity Commission (EEOC) | www.eeoc.gov
• N.C. Department of Labor | www.nclabor.com
• U.S. Department of Labor | www.dol.gov
• N.C. Industrial Commission | www.ic.nc.gov
BANKING & CREDIT

Finances are a key part of life as an adult; they include banking accounts (checking and savings), loans, mortgages and credit cards. Here are some ways to help you to maintain your accounts.

BANKING

When you are ready to open your own personal checking and/or savings account, you have a variety of choices and should try to decide which type of banking institution and account is best for your needs. Having your own checking account provides you with a certain degree of financial freedom, however that freedom comes with responsibility. You are responsible for keeping accurate records regarding your accounts. Many times people are caught by surprise by the various fees and limits associated with their bank accounts. In fact, fees are the top reason people overdraw their accounts. If you overdraw your account you may be charged additional fees from your financial institution and the recipient of any “bounced” check.

Some key questions to ask when opening an account:

- Is there a service fee on the account? How is it calculated?
- Is there a limit to the number of checks I can write each month?
- Are there fees for using ATM machines?
- Will I earn interest on my checking or savings account?
- How much do my checks cost?
- How can I access my cancelled checks and statements?
- What happens if I overdraw my account?

CREDIT

Purchasing “on credit” means receiving goods or services now by promising to pay for them later. Simple, buy now pay later. As tempting as this may sound, credit purchases are not free and may cost much more once you pay all of the interest charges. Used correctly, credit cards can be a convenient and safe way to purchase goods and services. Without credit buying a house, a car or many other major purchases can be difficult, that is why it is critical to maintain good credit and use it wisely.

What is interest and how does it work?

Almost all credit cards and accounts charge interest or a finance charge in exchange for loaning you money for a purchase. With credit cards, interest typically accrues (starts being added to what you owe) when the purchase is not fully paid for within the next billing cycle. It is important to know what interest rate will apply to your purchases; rates can vary significantly among financial institutions (i.e. 0% to 27%). Also, your interest rate may change over time. For example, you may have a 3% interest rate for the first six months and then it may dramatically increase. WATCH OUT—in addition to interest, you may be charged an annual fee for simply having the account, regardless if you use it.
How do I get credit?
Lenders typically ask you a series of questions to determine whether they can extend credit to you, how much, and the applicable interest rate. The lender may ask questions about your income, how long you have been at your current job, how long you have been at your current residence, and your credit rating as reported by the credit bureaus. Although a lender may deny you credit, federal law does not allow lenders to make the decisions based on race, sex, color, religion, national origin, marital status, age or because one receives public assistance.

What is bad credit?
There are three nationally recognized credit bureaus that collect and record personal credit history: Equifax, TransUnion and Experian. When you open a credit account or borrow money for any purchase, these credit bureaus maintain information about that transaction and use all other information they have to calculate your personal credit rating score, the higher your score the better your credit. If you make your payments on time, have a low proportion of debt to income, and otherwise act as a financially responsible person, your score will be higher than that of a person who has little or no income, is frequently late in paying bills, or has recently declared bankruptcy.

Buying more on credit than you can afford may negatively affect your ability to make credit purchases or otherwise contract for services. If you limit your credit card purchases to an amount that you can pay off the following cycle, then you pay no interest—essentially borrowing the money for free. You should be careful about getting too much credit. After starting work or college you may start to receive a number of credit card applications, many of which will have a promotion in exchange for simply completing the application. BE AWARE! Having too many credit accounts, too high of a credit limit or repeatedly opening and closing accounts can negatively affect your credit rating or ability to get credit in the future.

Do student loans affect my credit?
Yes. Federal student loans, and private student loans, are available to help students pay for college. The application process is through the FAFSA (Free Application for Federal Student Aid: www.fafsa.ed.gov) paperwork. It is important to remember that student loans have to be paid back. Oftentimes student loan payments do not begin until after you graduate, and in some situations can be deferred for a period of time. Taking out student loans is a serious process. If you are considering taking out student loans you should think about how you will repay the loans at the required time and seek advice from financial aid counselors and others who can help you make an informed decision. Many students require a cosigner when applying for student loans. This designation means that if you cannot pay the loan, that the cosigner will also be responsible for repayment. This results in any failure to pay back your loans to affect not only your credit, but your cosigner’s credit as well.
BANKING & CREDIT, continued

What if there is a mistake on my credit card bill?
If you have been overcharged, double charged, or if there is any other error with your account, first review the contract the lender has sent you, as this generally governs the terms of your account. The contract should tell you how to report billing errors and how the lender will resolve them. Usually the terms require you to notify the lender of the error in writing within a specific number of days after receiving the billing statement containing the error. Although you may be able to call the lender and easily resolve the error, you should always write down the date of your conversation, the name of the representative with whom you spoke, and, specifically, what the representative told you regarding your account. Afterwards, make sure subsequent billing statements indicate the error has been corrected.

What if my credit card is lost or stolen?
If your credit card has been lost or stolen, immediately contact the issuing bank or lender. The customer service number is usually listed on your monthly statement and may be on the lender’s website. Once you have notified the credit card company that your card is lost or stolen, generally you will not be held responsible for any charges made to your credit card account. However, you should refer to your credit card agreement, as it may require that you pay back a minimum amount of unauthorized charges.

What should I do if I am a victim of identity theft?

1. Place a fraud alert on your credit reports.
Contact one of the three credit reporting agencies: Equifax, TransUnion or Experian. The agency you call is required to contact the other two agencies. A “fraud alert” will be placed automatically on each of your credit reports within 24 hours. This alerts creditors to call you for permission before any new accounts are opened in your name. Not all creditors pay attention to “fraud alerts,” so continue to check for any new accounts that may be opened. Once the credit reporting agencies are notified, you will automatically receive a free credit report from each agency. After you receive your reports, make note of the unique number assigned to your account; this will help you in your communications with the agencies. Write a victim statement explaining what happened and ask that it be added to your file.

2. Close accounts you know, or believe, have been tampered with or opened fraudulently.
Contact creditors of any accounts that have been tampered with or opened without your knowledge; be sure to put your complaints in writing. Ask each creditor to provide you and your investigating law enforcement agency with copies of the documents showing the fraudulent transactions. You may need these to help track down the perpetrator and/or have the information removed from your credit reports, so do not give up in getting it!
3. **Contact the Federal Trade Commission | www.ftc.gov or 877.438.4338**

   While federal investigators tend to pursue larger, more sophisticated fraud cases, they do monitor identity theft crimes of all levels in hopes of discovering patterns and breaking up larger crime rings. Most importantly, complete the ID Theft Affidavit at the FTC’s website, make copies and send the affidavit to your creditors. The agency also has an online complaint form.

4. **Alert local law enforcement in your city or town.**

   You may also need to report the crime to the police department where the crime occurred. Give as much documented and detailed information as possible, making sure the police report lists all fraudulent accounts. Get a copy of the police report and send it to creditors and credit reporting agencies as proof of the crime. Keep the phone number of the assigned police investigator handy.

5. **Change all your account passwords.**

   If an account does not have a password, add one. Avoid using your mother’s maiden name or the last four digits of your Social Security Number as a personal identification number.

6. **Notify the Office of the Inspector General if your SSN has been fraudulently used.**

   You can notify the Inspector General at www.ssa.gov. Also ask for a copy of your Personal Earnings and Benefits Statement and check it for accuracy.

7. **Change your driver’s license number if someone is using yours as an ID.**

   You can go to the DMV to get a new license number. Contact your telephone and utility companies to prevent anyone from using a utility bill as proof of residence to fraudulently apply for new cards.
RENTING PROPERTY

When you first look for a place to live you will likely be looking for a place to rent. The renting of real property involves a lease. A lease tells how much the you (the tenant) will pay the landlord to rent the property and how long the lease will last. The lease does not have to be in writing unless it is for longer than one year, but it is usually in everyone’s best interest if it is in writing. A lease usually includes the duties and responsibilities of both the tenant and the landlord.

Should I consider anything BEFORE signing the lease?
Yes! Remember, a lease is a contract and you are bound by its terms. Before you sign the lease you should do the following:

• Make sure you read and understand the entire lease before you sign it;
• Do not sign unless all blank spaces are filled in or crossed out;
• Get all promises in writing so there is no mistake after the lease is signed about what was promised;
• Any changes or additions should be made on all copies of the lease and initialed by both you and the landlord;
• Look at the property and make sure it is in good condition;
• Write down any problems or damages to the property, such as carpet wear or stains or cracks in the wall, and attach it to the lease; and
• Obtain a list from the landlord of repairs to be completed before you move in.

You may also want to consider getting Renter’s Insurance before you move in; while the landlord’s insurance covers the building, it may not cover your belongings inside the building.

What are the duties and responsibilities of the landlord?
The landlord is required to maintain the property in good and safe working order and promptly repair all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appliances supplied or required to be supplied by the landlord. The relationship between landlord and tenant is generally governed by the terms of the lease agreement. However, State and Federal law impose certain conditions that the landlord and tenant cannot change, even if the lease tries to do so. While the landlord may not be aware of the need to perform any maintenance unless the tenant first advises the landlord of needed repairs in writing, the landlord is still responsible to keep the property in a habitable condition. The tenant may inform the landlord of the problem immediately over the telephone or in person and follow up by notifying the landlord in writing. The tenant can agree to perform some or all of the landlord’s maintenance duties, but the parties must make an agreement separate from the lease and the tenant must be compensated. In the event of an emergency, such the heat failing during the winter, prior written notification from the tenant is not required. The landlord must tend to emergency repairs as he or she becomes aware of the problem,
regardless of whether the tenant has given written notification. If the tenant repairs an emergency problem, the landlord must reimburse the tenant regardless of prior notice.

When can my landlord enter the property?
A landlord may enter the property without your permission only when there is an emergency. Otherwise, the landlord must give you notice of his or her intent to enter and may only do so at reasonable times.

What happens if a landlord-tenant dispute arises?
Sometimes a dispute between a landlord and tenant will arise, the landlord not fixing something timely or making you pay for a repair. You will likely hear from different people different options they believe you have, sometimes their options may cause additional issues. Here are what your options really are:

1. Withhold rent | You cannot unilaterally withhold rent from a landlord who fails to make required repairs! However, the landlord and tenant can agree to a reduction in rent. For example, the landlord may allow the tenant to pay for repairs to a broken refrigerator, and then subtract the amount of the bill from the next month’s rent. (You should retain copies of all receipts.) Another example: The landlord may reduce the rent for a month during which the tenant could not use one room because the roof leaked. This type of solution occurs frequently and should not be overlooked.

2. Abandonment of lease | A lease is a contract between the landlord and the tenant. You can get out of the lease only if the lease allows you to do so and you follow the procedures as laid out in the lease. For example, the lease may permit the tenant to move out simply by giving notice 30 days in advance. But there is no law that allows tenants to abandon any lease just by giving a notice 30 days in advance. If the tenant abandons the premises prior to the expiration of the lease, the tenant will still have to pay rent every month until the landlord rents the premises to another tenant or the lease expires.

3. Small claims court | If you cannot settle your differences between yourselves, you may file an action in small claims court. You have the option of performing a repair and either suing to be reimbursed, or suing to have the right to withhold future rent payments until you have recovered the cost of the repairs. That is called rent recoupment, suing for the money you have already spent.

You may also sue before the problem is fixed and request that the court allow you to withhold future rent payments to cover the cost of repairs. Suing for a court order allowing a tenant to withhold future rent payments is rent abatement; you may choose rent abatement if you do not have the money upfront to perform the necessary repairs, or do not want to risk paying for repairs and possibly losing in court. In either case, you may recover damages for the actual cost of the repairs and for the inconvenience while the problem
RENTING PROPERTY, continued

persisted. Damages for inconveniencing a tenant are measured by how much the problem reduced the fair rental value of the property.

When in small claims court, you will need to show the following:

1. You had a written or verbal lease when the problem existed;
2. The type of problem that existed was one that the law required the landlord to remedy;
3. You gave written notice, if required;
4. The landlord failed to fix the problem within a reasonable time;
5. In an action for rent recoupment, that you fixed the problem and incurred expenses. You should retain copies of all repair bills and proof that the bills have been paid by you, such as a receipt of payment, or a canceled check; and
6. Evidence of the reduced rental value of the property.

In an action for rent abatement, you may want to bring evidence showing the estimated cost of repairs. For example, a tenant may present a written repair estimate, or a sales brochure showing the cost of a new appliance. If you anticipate that the landlord will argue that you paid for repairs that were unnecessary or overpriced, you should arrange to have the person who performed the repairs in the court room. Once the court issues an order, you should read the order carefully and follow the court’s instructions. You may also be able to recover for damage to his or her personal property caused by the landlord’s failure to properly maintain the premises. If conditions of the residence were so bad that you were forced to move, and these conditions resulted from the landlord’s actions, omissions or negligence, you may be able to recover the moving expenses. If you win in court, the court may require the landlord to pay your court costs, but it will not require the landlord to pay any attorney’s fees. Because disputes between a landlord and a tenant usually involve no more than a few hundred dollars, you may want to consider proceeding in small claims court without a lawyer. Small claims court is a more informal forum and parties quite often do not hire lawyers. Remember, you have the right to have an attorney present.

Can my landlord just kick me out?

No. Just like you cannot use “self-help” by withholding rent or simply moving out if you have a problem with your landlord, North Carolina does not permit landlords to use “self-help” eviction. That is, a landlord cannot change the locks or otherwise impede the tenant’s ability to enter the premises (except in order to maintain or repair the premises), even if the tenant fails to pay the rent. In order to evict the tenant, the landlord must obtain a court order through a process called summary ejectment.
Also, the landlord cannot evict a tenant in retaliation for certain protected actions. These include:

1. Complaints made to the landlord, his or her employee, or his or her agent about conditions or defects in the premises that the landlord is obligated to repair;
2. Complaints to a government agency about a violation of any health or safety laws;
3. Attempts to exercise rights described in the lease or in state or federal law; and
4. Attempts to become involved with any tenants’ rights groups.

If you have undertaken any of these actions in good faith and in the 12 months before the eviction proceeding, you should bring this to the court’s attention.

What happens to my security deposit?
A security deposit is money paid by the tenant to the landlord at the beginning of a lease to cover expenses incurred by the landlord for which the tenant was responsible, but did not pay. Security deposits are regulated by the Tenant Security Deposit Act. Below are some rules about security deposits.

Landlord’s obligations during the lease:
Landlords cannot deposit the security deposit into their personal bank account. The landlord must establish a separate trust account in a North Carolina bank, and must inform the tenant of the name and address of that bank within 30 days of the beginning of the lease. Another option available to the landlord is that the landlord may purchase a security deposit bond from a North Carolina insurance company. These requirements are to enable tenant to recover their security deposit at the end of the lease easily.

Landlord’s obligations at the end of the lease:
The landlord can retain all or part of the security deposit to cover only the following costs:

1. The tenant’s failure to pay rent;
2. Damage to the premises;
3. Expenses related to the tenant’s moving out before the lease expires;
4. Unpaid bills of the tenant which become a lien against the premises;
5. Costs of re-renting the premises after a breach of the lease by the tenant;
6. Costs of removing and storing the tenant’s property after eviction; and
7. Court costs in connection with terminating a tenancy.
RENTING PROPERTY, continued

The landlord must return the security deposit within 30 days of the end of the lease. If the landlord keeps any portion of the security deposit, for any of the reasons given above, the landlord must give an accounting of the charges to the tenant, explaining the charges in detail. The landlord can only keep enough of the security deposit to cover the actual costs of repairs, costs, and unpaid bills. For example, if the tenant paid a $600 deposit, and the landlord then paid a repair service $100 to replace a window that the tenant had broken and did not repair before moving out, the landlord can charge no more than $100 for that item on the accounting. If that is the only charge against the security deposit, the landlord must return $500. If the actual costs incurred by the landlord exceed the amount of the security deposit, the landlord can keep the entire deposit and sue the tenant for the difference. Any clause in the lease that gives the landlord the power to withhold more than actual costs is unenforceable.

Normal wear and tear and damage:
The landlord can use the security deposit to repair damage for which the tenant is responsible; but, cannot apply the security deposit to normal wear and tear. What’s the difference?

Normal wear and tear includes deterioration of the premises that occurs under normal use conditions; for example, paint may fade, electrical switches may wear out and break, pull strings on curtains may fray and snap, and carpet may wear down. These things happen even if you clean regularly and care for the premises reasonably.

Damage occurs from unreasonable use or accidents, and includes extreme build up of dirt, mold, stains on carpets, and broken windows. Even planned alterations to the premises are considered damage. For example, a tenant cannot leave large holes in the walls from shelving, and cannot repaint the walls to significantly change the color. If you wish to make changes to the premises that will remain after you move out, get the landlord’s written permission.

The landlord and tenant can take steps to avoid disputes over damage. At the beginning of the lease, the landlord and tenant should inspect the property thoroughly and note all problems in writing. The landlord and tenant should sign and date the list. At the end of the lease, the landlord and tenant should again inspect the premises, discuss any damage and make another list.

Small claims court:
If you believe that the landlord unlawfully withheld an excessive amount of the security deposit, and you cannot resolve the dispute between yourselves, small claims court is an option. If the landlord deliberately withheld more than his or her lawful share of the security deposit, or deliberately withheld the deposit past the 30-day period, the court may award you the cost of his or her attorney’s fees in addition to any other damages.
POP QUIZ!
Alex just rented a townhouse from Mr. Bigtime for $500 a month. The roof of the house started to leak every time it rained. Alex called and emailed Mr. Bigtime, but he still hasn’t fixed it!

Tired of the wet carpet, what can Alex do?

a. Not pay rent until Mr. Bigtime fixes it.
b. Sue Mr. Bigtime for the cost to fix it and the inconvenience.
c. Move out, that’ll show him.

Answer: B. Sue Mr. Bigtime in Small Claims Court for the cost to fix the roof and the inconvenience.
PURCHASING A CAR

What are my rights as a car buyer or lessee?
For most people, buying a car is a big investment. It is essential that you be adequately prepared and informed when making final purchase decisions. Among other things, you should have a realistic estimate of your budget, visit several car dealerships and be prepared to negotiate, ask questions about anything that is confusing, understand the terms of any dealer or manufacturer warranty, and carefully read the purchase contract before signing it. Remember, unless the contract specifically says otherwise, you cannot cancel it once you and the dealer have signed it. There is no “three-day right to cancel” or any other “cooling off” period. Make sure the contract states that you can void the agreement and get back your down payment if the dealer does not meet any part of the agreement.

Do I have to have insurance?
You don’t need car insurance before you buy a car, but you will need it before you can drive the car home. To drive in North Carolina, everyone is required to have Liability Insurance for their automobile. To meet the required coverage, you must have at least the following amount of insurance protection:

• $30,000 of coverage for injuries or death involving one person in a single accident.
• $60,000 of coverage for injuries or deaths involving two or more people in a single accident.
• $25,000 of property damage coverage.

What is the “Lemon Law”?
In addition to any dealer or manufacturer warranty, the North Carolina Lemon Law protects consumers who buy or lease new automobiles from being stuck with obviously defective vehicles. The law applies whenever new passenger cars, pick-up trucks, motorcycles and most vans bought in North Carolina are sold or leased for personal use with a manufacturer’s written warranty. It also applies to the sale or lease of used vehicles still covered by the manufacturer’s original warranty. The law requires a manufacturer to correct or repair defects so that the vehicle is in compliance with the terms of the warranty within the first 24 months or 24,000 miles (whichever comes first). If the problem still exists after a “reasonable” number of attempts to fix it, the law requires the manufacturer to replace the car or take it back and refund the purchase price, minus a “reasonable allowance” for the use of the car.
CRIMINAL LAW

What is a crime?
A crime is doing something the law forbids or failing to do something the law requires, regardless of whether you know it is against the law. Crimes can range from small offenses that result in monetary fines or community service to serious offenses that can result in imprisonment, or even death. The final outcome of any case will depend on the individual facts of the case, the defendant’s criminal record, and any agreements made as part of a plea agreement. The more severe the crime is, the less justified the acts are, and the greater the defendant’s personal criminal history, the stiffer the sentence. Crimes in North Carolina are classified into three categories: Infractions, Misdemeanors, or Felonies.

Infractions: An infraction is a non-criminal violation of law. If you are charged with an infraction you cannot be punished by going to jail. A fine of $100 is the maximum allowable punishment for a person found responsible for an infraction. Most traffic offenses (i.e. speeding tickets) are considered infractions.

Misdemeanors: A misdemeanor is a criminal violation of the law, not punishable by more than six months in jail. Misdemeanors are divided into four categories (A1, 1, 2, and 3), depending on the seriousness of the offense. These cases usually result in detention in the county jail, a fine and/or community service. Possession of Drug Paraphernalia, DWI and Disorderly Conduct are examples of misdemeanors.

Felonies: In North Carolina, felonies are generally classified as any crime which is punishable by imprisonment in a State facility or death. Some offenses that would otherwise be misdemeanors can be designated as felonies depending on the presence of aggravating factors. The length of imprisonment for a felony may vary from months to life in prison without the possibility of parole. For the most serious felonies, the punishment can be a sentence of death by lethal injection. Examples of felonies include most drug offenses, Burglary and Rape.

What should I do if I am arrested?
First and foremost, you should remain calm and be cooperative with the law enforcement officials. You do, however, have legal rights and should not be afraid to respectfully assert those rights, those rights include: You have the right to remain silent. Although law enforcement are required in certain circumstances to read you your Miranda Rights and inform you of your right to remain silent, you should remember that any statement you make, whether written or oral, may later be used against you in court. This includes anything you say to anyone, with some exceptions, and not just law enforcement. Also, if you refuse to talk with law enforcement, this cannot be used against you in any way. If you politely state to the police, “I am invoking my right to remain silent,” they are generally prevented from continuing to ask you questions.
CRIMINAL LAW, continued

You have the right to an attorney. In most cases, if you are arrested for or charged with a crime, you have the right to legal representation, even if you cannot afford it. If you believe you cannot afford to hire an attorney, you should immediately request that the court appoint one for you. Your attorney can be present if you decide to provide any statements to law enforcement and can ensure that your legal rights are protected. If you state to the police, “I am invoking my right to an attorney,” they generally must cease all questioning of you until your attorney arrives.

What happens while I’m in custody?
Once you are taken into custody, you must be taken before a judicial officer without unnecessary delay; this is your initial appearance. During your initial appearance, you will be informed of the charges against you; whether or not you will be released from custody pending trial, and if so, under what conditions. Since the reason for bail and other conditions of release is to ensure that you appear at trial, you will likely be released from custody if the court believes you will appear for your court date and are not a threat otherwise. In making this determination, the court may consider the nature of the offense, your residence, whether you have a family and/or work in the community, and your prior criminal record. Further, if you were arrested without a warrant, during your initial appearance the court will determine whether there is probable cause to charge you with the crime for which you were arrested.

When can I be searched?
There are a number of situations when law enforcement may conduct a search of you, your automobile, house or other areas in your control (with exceptions), these situations include:

• You consent to the search. Remember, you have the right to say no.
• Law enforcement has specifically obtained a warrant to conduct the search.
• If you are lawfully arrested, law enforcement can search your body and the area immediately within your reach and control.
• If law enforcement has reason to suspect that you are armed and dangerous, then they may frisk you and search the area immediately around you for weapons.
• Law enforcement can search a stopped vehicle if there is probable cause to believe it contains evidence of a crime or contraband or for inventory purposes if it is impounded.
• If law enforcement is pursuing a suspect.

Law enforcement officials may occasionally violate individuals’ rights while conducting searches. While such violations may later be relevant in a trial relating to charges associated with those searches, you should refrain from improperly resisting law enforcement; no matter how wrong you may think they are.

If I am arrested for or convicted of a crime, will it go on my permanent record?
If you are arrested for or convicted for a crime as an adult, it will permanently appear on your criminal record, either as an arrest or a conviction, and be available to prospective employers, educational institutions, and even the general public. So, the fact that you have a criminal record almost certainly will have a significant impact on your life. A criminal record may impact whether you are accepted to your favorite college or university; whether you are able to enter certain professions (including medical, legal, banking and many other fields); whether you can have a future in public service; and, in some instances, whether you can vote. Also, when you apply for a job you may be required to disclose your criminal record and could be denied employment on that basis. Finally, if you have a criminal record and are later convicted of another crime, you can expect to receive more severe punishments as a “repeat offender.”

**Did You Know?**
In North Carolina, at the age of 16 you are considered an adult for the purpose of any criminal charge. You can be tried as an adult if you are under 16, depending on the crime.
ALCOHOL, DRUGS & TOBACCO

What is the legal drinking age?
In North Carolina it is illegal to drink alcohol before your 21st birthday. It is against the law for anyone under 21 to sell, purchase, possess, consume, distribute, transfer or attempt to purchase alcoholic beverages. It is also illegal for anyone, regardless of age, to help a person under 21 to obtain an alcoholic beverage. An alcoholic beverage is any beverage containing at least one-half of one percent (0.5%) alcohol by volume, which includes beer, wine, liquor, and mixed drinks.

What if I use a fake I.D. to purchase alcohol?
If you use or physically alter another person’s driver’s license or government issued identification to purchase alcohol or use personal documentation to obtain a false identification, then both you and the person helping you are committing a Class 1 misdemeanor, which can result in fines and up to 120 days in jail.

Is there a law against being drunk in public?
Yes, even if you are 21 years of age, it is unlawful for any person in a public place to be intoxicated and disruptive in any of the following ways:

• Blocking or interfering with traffic;
• Blocking or interfering with access to or passage across a sidewalk or building entrance;
• Grabbing, shoving, pushing, fighting, or challenging others to fight;
• Cursing, shouting at, or otherwise rudely insulting others; or
• Begging for money or other property.

What is a DWI?
Alcohol not only impairs your decision-making ability, but also reduces your coordination and reflexes, hindering your ability to drive. DWI stands for Driving While Impaired. North Carolina has strict DWI laws. This is due in part to the citizens of North Carolina asking the government to pass tough laws to prevent drinking and driving, and help prevent innocent people from being injured or killed by others who are drinking and driving.

In North Carolina it is illegal to have any alcohol in your system while driving when you are under the age of 21. Once you turn 21, it is illegal to drive when you are impaired, have a blood alcohol content of 0.08. You may be deemed to be legally impaired with a lower concentration of alcohol if your conduct shows that you are impaired. If you drive after using drugs, an officer can have your blood drawn in order to prove impairment. Bad driving or an inability to perform certain physical tests is evidence of impairment, and it may be enough to convict you of a DWI.
The penalties for DWI are severe. You automatically lose your license for one year. You can permanently lose any commercial driver’s licenses. You must complete significant counseling and community service sessions. Your insurance premiums will skyrocket. However, the worst penalties occur if you hurt or kill someone because of driving while impaired; then you could face civil lawsuits and/or criminal charges for manslaughter.

**What is the law relating to drugs?**

Under North Carolina law, it is unlawful for anyone to sell, deliver or possess any controlled substances including marijuana, amphetamines, opiates, barbiturates, hallucinogens, inhaled intoxicants, any counterfeit controlled substances or any other substances declared illegal by the government. This also includes using or selling someone else’s prescription drugs. Consuming drugs is the same as possessing them, and a police officer may order a medic to draw your blood in order to prove that you have consumed a drug. This makes of critical importance knowing if you have consumed a drug. People often leave their drinks unattended at social events. The problem with leaving your drink unattended is that many drugs are soluble; meaning you may consume an illegal substance and not even know it!

In addition to actual and counterfeit controlled substances, the law prohibits you from possessing any drug paraphernalia. Drug paraphernalia includes materials of any kind used or intended to be used for drug consumption, such as cigarette rolling papers, bags and containers, pipes, needles and even dollar bills. In some cases, the crime of possessing drug paraphernalia may be more serious than possessing a small amount of certain illegal drugs.

**What about tobacco products?**

Under North Carolina law, it is illegal to sell or give tobacco products to anyone under 18 years of age. Remember, just because you can legally smoke or chew tobacco when you turn 18, it certainly does not mean that it is a healthy or cool thing to do. In fact, North Carolina has banned smoking in all restaurants and bars, excluding cigar bars and private clubs, as well as government buildings and vehicles.
SOCIAL MEDIA, TECHNOLOGY & YOU

With today’s rapidly evolving communications technologies we are able to exchange ideas, beliefs and information instantaneously. With these fast changes, sometimes there are unintended consequences, particularly unintended legal consequences, including privacy, libel and slander, and intellectual property issues.

If I have it marked as private no one else can see it, right?
Many social media outlets allow you to keep your information “private” or only allow a certain number of people to view it. While this may seem like a protection, it is possible for items that you post or send to a limited number of persons to go viral. With the possibility that someone may see a post that you did not intend, it is a wise decision to give your posts a second thought.

What is the big deal about my post, I only meant it as a joke?
Posts that are intended as a joke may not always be taken that way by the person about whom you are posting. North Carolina now has a cyber-bullying statute. Social media posts are often untrue. You can be sued for libel and slander if you knowingly, or with disregard as to its truth, made a false statement that injured another person.

Why do I have to buy the song?
Intellectual property includes the owning of copyrights for music, movies, and other forms of media. A copyright owner has the privilege of being the only one who can distribute or reproduce a copyrighted work. Piracy can include P2P file sharing and illegal file downloading. Penalties for copyright infringement and piracy include civil and criminal penalties, including fines up to $150,000 per work.
FAMILY MATTERS

When can you marry without your parent’s permission?
You can marry without your parents’ permission if you are at least 18 years of age. Anyone under 18 must have the written consent of his or her parents or guardians, filed with the register of deeds or be an emancipated minor. If you are under the age of 16, you cannot marry unless allowed by the court.

If you no longer want to be married, what is required for a divorce?
In North Carolina, you can get a divorce if you and your spouse have been legally separated, living apart in separate residences, for more than one year and at least one of you have been living in North Carolina for six months. During a divorce the property will be divided among the spouses and the court may order either spouse to pay alimony for support of the other.

What is an annulment?
An annulment cancels a marriage as though it never took place; it is more difficult to get than a divorce. To get an annulment you have to prove to the court that the marriage is void or voidable; that is that one of the parties is already married, under 16 or incompetent.

Who gets custody of the children?
All parents have certain rights and duties to their children. North Carolina courts determine child custody according to the best interest of the child, addressing practical, financial and emotional issues. Parental decision-making authority and visitation rights are specified in child custody agreements or orders. Custody is usually described as sole custody, joint custody, or split custody. Sole custody generally means that one parent has custody most of the time and has most or all of the decision-making authority. Split custody means that each parent has custody an equal amount of time and has an equal amount of decision-making authority. Joint custody means that each parent has some input. In joint custody cases, both parents are entitled to visitation with the child. A parent may not refuse visitation simply because the non-custodial parent does not pay child support.

Does the other parent have any responsibility financially?
Parents have a legal duty to provide financial support for their children until they reach the age of 18 (or until legally emancipated or age 20 if still attending high school). A court may order a parent to make monthly payments, child support payments, for the child’s living and medical expenses, based upon the North Carolina Child Support Guidelines or as agreed to by the parents. If the parent does not pay their child support as ordered, you can contact the North Carolina Child Support Enforcement (CSE) Agency through the N.C. Department of Social Services to help collect the past due payments. Failure to pay child support may result in the other parent being held in contempt, in jail, until the child support is paid.
DOMESTIC VIOLENCE

What is domestic violence and how can I get help?
Domestic violence is a serious national problem. It is a pattern of behavior used to establish power and control over another through fear and intimidation, often including the threat or use of violence or emotional abuse. Domestic violence affects individuals in every community, regardless of age, economic status, race, religion, or gender. It can result in physical injury, psychological trauma or even death.

Under North Carolina law, domestic violence is the commission of one or more of the following acts upon an aggrieved party or upon a minor child residing with or in the custody of the aggrieved party by a person with whom the aggrieved party has or has had a personal relationship, but does not include acts of self defense: attempting to cause bodily injury, or intentionally causing bodily injury; or placing the aggrieved party or a member of the aggrieved party’s family or household in fear of imminent serious bodily injury or continued harassment that rises to such a level as to inflict substantial emotional distress; or committing a sexual offense against the aggrieved party.

If you, or members of your family, are in real physical danger from your abuser, then call the police. If the police do come to your home, they are entitled to take whatever steps are necessary to protect you from immediate harm. They can arrest your abuser on the spot if the police witness an act of domestic violence. If the police do not witness an act of domestic violence, then you will have to go to the magistrate’s office or the county courthouse to press criminal charges or file a civil action for a protective order. You can also contact your local domestic violence agency or mental health center for information on local shelters if you believe an emergency exists and you must to leave your residence as soon as possible.

Can I get a restraining order?
When you are safe, you can proceed to file for a civil action for a Domestic Violence Protective Order (DVPO). A DVPO is a paper signed by a judge that tells your abuser to stop, or face serious legal consequences, including going to jail. It allows you to choose among different types of relief to request from the court. You can request emergency relief or an ex parte order before notice of a hearing is given to your alleged abuser because of the danger of acts of domestic violence against you or your children.
**A DVPO can:**

- Order the abuser not to assault, threaten, abuse, follow, harass or interfere with you and your children in person, at work, on the telephone or by other means;
- Allow you to live in the home where you and the abuser have lived together and order the abuser to move out and not return, no matter who owns the home or is on the lease; order the abuser to provide suitable alternative housing for you; and have the police to remove the abuser from the home and help you return to the home;
- Give you possession of personal property including a car and household goods, except for the abuser’s personal belongings;
- Order the abuser to stay away from any place you request including your school, your children’s school, your workplace, friends’ homes, or any place you are seeking shelter;
- Order the abuser not to harm your pet and give you possession of your pet;
- Give you temporary custody of your children, order the abuser to pay temporary child support and establish temporary visitation; and order temporary spousal support;
- Order the abuser to turn in any firearms and prohibit from purchasing a firearm; and/or
- Order the abuser to do anything else you ask for and the judge agrees to.
QUESTIONS?

Legal Aid of North Carolina | 866.219.5262 or www.legalaidnc.org

NCBA Foundation Lawyer Referral Service | 800.662.7660 or www.ncfindalawyer.com

LawHelpNC.Org | www.lawhelpnc.org

Administrative Office of the Courts | www.nccourts.org