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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA25-575

Filed 16 September 2026

Alleghany County, No. 24CVD000190-020

MANJULA REINHOLD, Plaintiff,

v.

DAVID WATTS, Defendant.

Appeal by Defendant from order entered 15 October 2024 by Judge Robert J. Crumpton in Alleghany County District Court. Heard in the Court of Appeals 15 October 2025.

Reece Legal Services, PLLC, by Attorney Chandler J. Reece, for defendant-appellant.

Manjula Reinhold, pro se, for plaintiff-appellee.

STADING, Judge.

David Watts (“Defendant”) appeals from the district court’s order granting summary ejectment in favor of Manjula Reinhold (“Plaintiff”). On appeal, Defendant contends that the district court erred by granting summary ejectment since the complaint was filed before the date Plaintiff told him to vacate. For the reasons below, we affirm.

I. Background

The record tends to show that Plaintiff and Defendant entered into a verbal lease agreement sometime in 2022. Under this agreement, Plaintiff was the lessor and Defendant was the lessee. The agreement allowed Defendant to possess the downstairs bedroom in Plaintiff's vacation home in exchange for paying for utilities, mowing the yard, and working on the house. Shortly after moving into the house, it was discovered that Defendant "moved his possessions" to the upstairs bedroom. Despite Plaintiff's request, Defendant refused to move his possessions back downstairs in accordance with the agreement.

Given this, around June 2024, Plaintiff told Defendant that she "was not going to renew the lease and that [Defendant] had two months or sixty days to move out." Defendant, however, "refused to leave" and "stopped paying utilities." On 5 August 2024, Plaintiff posted the following handwritten notice on the door of the property:

EVICITION NOTICE FORM

TENANT NAME — DAVID WATTS

. . . .

You are hereby notified to vacate the premises named above in Alleghany County.

Reason — Verbal lease terminated.

You are required to vacate the premises on or before Sept 4th 2024, 30 days from the day of issuance of this notice — Failure to do so will result in court proceedings against

you.

Thank you for your cooperation.

....

Date August 5, 2024

On 27 August 2024, Plaintiff filed a summary ejectment action against Defendant in small claims court, alleging that: (1) “the defendant failed to pay the rent due on [30 June 2024] and the plaintiff made demand for the rent and waited the 10-day grace period before filing the complaint[]”; (2) the lease period ended on [30 June 2024] and the defendant is holding over after the end of the lease period[]”; and (3) “the defendant breached the condition of the lease . . . for which re-entry is specified.” In the complaint, Plaintiff also alleged that “[p]laintiff has demanded possession of the premises from the defendant, who has refused to surrender it, and the plaintiff is entitled to immediate possession.” Further, Plaintiff added that “[Defendant] has threatened to destroy property if eviction is filed.”

In the complaint, Plaintiff maintained rent was \$250.00 per month, and that Defendant owed \$500.00 of past rent. On 4 September 2024, the small claims court entered judgment awarding Plaintiff summary ejectment. The small claims court ordered Defendant to be removed from the premises but did not award any monetary damages.

On 11 September 2024, Defendant timely appealed to the district court division. That same day, Defendant also filed a bond to stay execution of the small

claim court’s judgment pending resolution of the appeal. The case was heard in district court on 15 October 2024. At the hearing in district court, both parties provided testimony. During closing argument, Defendant’s counsel argued “that [Plaintiff’s] complaint was not filed upon sufficient notice because she filed before her deadline notice expired.”

On 15 October 2024, the district court entered an order granting Plaintiff summary ejectment. The district court found that Defendant “violated a valid term of the lease by moving upstairs,” and that he “was given notice on multiple occasions of the breach and failed to remedy the breach.” It also found that since Plaintiff had resided in the home, she possessed the right of reentry. The district court therefore ordered Defendant to be “removed from the residence” and gave Plaintiff possession of the property. It further ordered Defendant to pay court costs. Defendant timely appealed from the district court’s order on 14 November 2024.

II. Standard of Review

“The standard of review on appeal from a judgment entered after a non-jury trial is ‘whether there is competent evidence to support the trial court’s findings of fact and whether the findings support the conclusions of law and ensuing judgment.’ ” *Cartin v. Harrison*, 151 N.C. App. 697, 699, 567 S.E.2d 174, 176 (2002) (quoting *Sessler v. Marsh*, 144 N.C. App. 623, 628, 551 S.E.2d 160, 163 (2001)). “[A] trial court’s findings of fact in a bench trial have the force of a jury verdict and are conclusive on appeal if there is competent evidence to support them, even though

there may be evidence that would support findings to the contrary.” *Lincoln Terrace Assocs., Ltd. v. Kelly*, 179 N.C. App. 621, 623, 635 S.E.2d 434, 435–36 (2006) (quoting *Biemann & Rowell Co. v. Donohoe Cos.*, 147 N.C. App. 239, 242, 556 S.E.2d 1, 4 (2001)). That said, “conclusions of law reached by the trial court are reviewable de novo.” *Id.* (citation omitted). Additionally, “[w]hether a trial court has subject-matter jurisdiction is a question of law, reviewed de novo on appeal.” *McKoy v. McKoy*, 202 N.C. App. 509, 511, 689 S.E.2d 590, 592 (2010). “Under a *de novo* review, the court considers the matter anew and freely substitutes its own judgment for that of the lower tribunal.” *Lynn v. Fannie Mae*, 235 N.C. App. 77, 81, 760 S.E.2d 372, 375 (2014) (citation omitted).

III. Analysis

Defendant maintains that the district court erroneously ordered summary ejectment since Plaintiff’s complaint was filed before the date Plaintiff gave him to vacate. Specifically, Defendant contends that since the eviction notice provided that Defendant must vacate the premises on or before 4 September 2024, Plaintiff could not file for summary ejectment unless Defendant failed to vacate by then. For the reasons below, we disagree under these facts.

“[A] lease ‘is a contract, by which one agrees, for a valuable consideration, to let another have the occupation . . . of [their] land’” *Matthews v. Fields*, 284 N.C. App. 408, 416, 877 S.E.2d 14, 21 (2022); *see also Strader v. Sunstates Corp.*, 129 N.C. App. 562, 570, 500 S.E.2d 752, 756 (1998) (citation omitted) (“A lease is a contract

which contains both property rights and contractual rights.”); *but cf. Maint. Equip. Co. v. Godley Builders*, 107 N.C. App. 343, 349, 420 S.E.2d 199, 202 (1992) (“[A] license gives the holder the right to do certain specific acts on the land, [but] creates no substantial interest in the land and is usually revocable at will.”).

With respect to lease duration, “[e]very lease must contain some definite provision enabling the parties and the courts to determine when the lease will end.” *Stout v. Crutchfield*, 21 N.C. App. 387, 389, 204 S.E.2d 541, 543 (1974) (citations omitted). However, “[w]hen a lease is of indefinite or uncertain duration, it will be treated as a tenancy at will, which can be terminated at any time by either party.” *Id.* (citation omitted); *see also Choate Rental Co. v. Justice*, 212 N.C. 523, 525, 193 S.E. 817, 819 (1937) (citation modified) (“A tenancy at will may, as the definition implies, be terminated at any time by either the landlord or the tenant.”). If, however, an oral lease has an indefinite term with definite “periods,” it will be considered a periodic tenancy, which generally must be terminated with notice. *See Waters v. Pumphrey*, 286 N.C. App. 151, 155, 879 S.E.2d 736, 739 (2022) (citation omitted).

When terminating a lease, the following notice applies to certain tenancies:

A tenancy from year to year may be terminated by a notice to quit given one month or more before the end of the current year of the tenancy; a tenancy from month to month by a like notice of seven days; a tenancy from week to week, of two days.

N.C. Gen. Stat. § 42-14 (2025). While the statute is silent regarding tenancies at will, our common law provides that “a tenant at will, if entitled to any notice to quit, is

entitled only to a reasonable notice.” *Sappenfield v. Goodman*, 215 N.C. 417, 421, 2 S.E.2d 13, 16 (1939) (citation modified); *see also Choate Rental Co.*, 212 N.C. at 525, 193 S.E. at 819 (“A tenant at will if entitled to any notice to quit is entitled only to a reasonable notice.”). That said, “the statute does not exclude the rights of the parties to stipulate differently from its provisions, which are only permissive.” *Cherry v. Whitehurst*, 216 N.C. 340, 343, 4 S.E.2d 900, 902 (1939). Moreover, “it is a universal rule, both at the common law and by statute, that where the demise is for a fixed term and is to end on a day certain, no notice to quit is necessary.” *Midimis v. Murrell*, 189 N.C. 740, 742, 128 S.E. 150, 151 (1925) (citation modified). If required, however, verbal notice is sufficient. *Poindexter v. Call*, 182 N.C. 390, 390, 109 S.E. 26, 26 (1921).

Here, while Defendant’s argument is not explicitly framed as a jurisdictional one, “it is this court’s duty to take proper notice of the defect, and stay, quash or dismiss the suit when the court is without such jurisdiction.” *Hayes*, 98 N.C. App. at 454, 391 S.E.2d at 515 (citation modified). We generally determine jurisdiction by examining the facts existing at the time of the commencement of the proceeding. *See Gerhauser v. Van Bourgondien*, 238 N.C. App. 275, 295, 767 S.E.2d 378, 390 (2014).

To this point, the summary ejectment statute provides:

(a) Any tenant or lessee of any house or land, and the assigns under the tenant or legal representatives of such tenant or lessee, who holds over and continues in the possession of the demised premises, or any part thereof, without the permission of the landlord, and after demand

made for its surrender, may be removed from such premises in the manner hereinafter prescribed in any of the following cases:

(1) When a tenant in possession of real estate holds over after his term has expired.

(2) When the tenant or lessee, or other person under him, has done or omitted any act by which, according to the stipulations of the lease, his estate has ceased.

N.C. Gen. Stat. § 42-26(a)(1)–(2) (2025).

“A court, in conducting summary ejectment proceedings, derives its jurisdiction solely from this statute, and it may exercise such jurisdiction only where a relationship of landlord and tenant exists and where one of [the] statutory violations occurs.” *Hayes v. Turner*, 98 N.C. App. 451, 454, 391 S.E.2d 513, 515 (1990). That is, “[t]he remedy by summary proceedings in ejectment is restricted to those cases expressly provided by the statute. Both the basis and the scope of the proceeding are limited by the Act.” *Howell v. Branson*, 226 N.C. 264, 264, 37 S.E.2d 687, 688 (1946) (citations omitted).

“In summary ejectment there is, of course, only one main issue involved, and that is tenancy and the holding over.” *Perry v. Perry*, 190 N.C. 125, 129 S.E. 147, 147–48 (1925). “A tenant who occupies leased property after the termination of [the] lease is a ‘holdover tenant’ ” *See* 49 Am. Jur. 2d *Landlord and Tenant* § 274 (2018); *see also Holdover Tenant*, BLACK’S LAW DICTIONARY (12th ed. 2024). Thus, the termination date is relevant in determining whether a tenant was, in fact, a holdover

tenant. *Perry*, 190 N.C. at 129 S.E. at 147–48. This inquiry is likewise important for the timing of summary ejectment. *See, e.g., Cherry*, 216 N.C. at 342, 4 S.E.2d at 901.

These considerations are important because, as discussed, N.C. Gen. Stat. § 42-26(a) is jurisdictional in nature. *See Hayes*, 98 N.C. App. at 454, 391 S.E.2d at 515. Thus, depending on the termination date, which also determines whether Defendant was indeed a holdover, Plaintiff’s action may have been commenced before Defendant’s tenancy had, in fact, terminated—meaning no holdover occurred and the court lacked jurisdiction. *See id.*; *see also* N.C. Gen. Stat. § 42-26(a).

Turning to the instant case, the record tends to show both parties testified that Plaintiff said, “[she] was not going to renew the lease.” Specifically, Defendant testified that Plaintiff stated, “she was not going to renew the lease in July.” The fact that both parties referenced “renewing” the lease suggests that the lease had a definite term or period, since without one, there would be nothing to renew. This distinction matters because it governs how the tenancy may be terminated, thus determining whether a tenant becomes a holdover, and also dictates what notice, if any, the landlord must provide before pursuing summary ejectment. *See Perry*, 190 N.C. at 129 S.E. at 147–48; *see also* N.C. Gen. Stat. § 42-14.

For instance, if the lease had a definite term, it created a tenancy for years, which terminates automatically upon expiration of that term without need for notice. *See Midimis*, 189 N.C. at 742, 128 S.E. at 151; *see generally Tenancy for a term*, BLACK’S LAW DICTIONARY (12th ed. 2024) (“A tenancy whose duration is known in

years, weeks, or days from the moment of its creation.”). If, on the other hand, the lease lacked both a definite term and period, it created a tenancy at will, which may be terminated at any time with reasonable notice, if entitled. *See Choate Rental Co.*, 212 N.C. at 525, 193 S.E. at 819; *but see, e.g., Stout*, 21 N.C. App. at 390, 204 S.E.2d at 543 (“When Stout told defendants to vacate the premises, their tenancy at will instantly expired.”). Meanwhile, if the lease lacked a definite term, but had definite periods, a periodic tenancy would result, which would continue until notice was given. *See generally Goler Metro. Apartments, Inc. v. Williams*, 43 N.C. App. 648, 652, 260 S.E.2d 146, 150 (1979).

For background, a periodic tenancy has an indefinite term but “endures for a certain *period* and will continue for subsequent like *periods* unless terminated by one of the parties at the end of the period.” 52 C.J.S. *Landlord & Tenant* § 214 (2024) (emphasis added) (footnotes omitted); *see also* William B. Stoebuck & Dale A. Whitman, *The Law of Property* 389 (West 3d ed. 2000) (“A periodic tenancy is of indefinite duration. It must have a definite commencement, but after that it continues on and on till one of the parties terminates it by notice to the other.”). For instance, “month-to-month tenancies, like other tenancies from period to period, continue to renew themselves indefinitely until they are terminated at the end of one of the periods by a proper notice by either the lessor or the lessee in accordance with the law.” *Goler Metro.*, 43 N.C. App. at 652, 260 S.E.2d at 149–50 (citation modified).

Generally, “if no such notice of termination is given, the lease will continue for another period.” Restatement (Second) of Property, Land. & Ten. § 1.5 (A.L.I. 1977).

From the record before us, we conclude that the parties created a periodic tenancy. First, as discussed, both parties testified that Plaintiff stated, “[she] was not going to renew the lease.” Since there would be no need to renew without a definite term or period, we therefore conclude there was—at least—definite periods.¹ Second, it is undisputed that, in exchange for possession, Defendant “was to pay utilities,” which ostensibly occurs monthly given Plaintiff’s testimony that Defendant ceased paying utilities after being told that the lease would not be renewed. Thus, given the testimony regarding lease renewal and monthly utilities, we conclude there was a monthly periodic tenancy. *See Goler Metro.*, 43 N.C. App. at 652, 260 S.E.2d at 149–50 (citation modified) (“month-to-month tenancies, like other tenancies from period to period, continue to renew themselves indefinitely until they are terminated . . .”); *see also* Stoebeck & Whitman, *supra*, at 389 (“In practice rent is almost inevitably paid by the same periods, though in theory there is no reason the parties might not, say, have a year-to-year leasehold with monthly rent if they so agree. However, unless their agreement were clear, a court would be likely to imply a periodic tenancy by the rental periods.”).

¹ Moreover, from the record, we cannot conclude that there was a definite *term* without engaging in assumptions that this Court is not permitted to make.

As to the termination of this periodic tenancy, the record tends to show that, around June, Plaintiff gave verbal notice that she was not going to renew the lease.² *See Poindexter*, 182 N.C. at 390, 109 S.E. at 26. While the law allows a month-to-month tenancy to be terminated by “notice of seven days” under N.C. Gen. Stat. § 42-14, the parties may “stipulate differently.” *Cherry*, 216 N.C. at 343, 4 S.E.2d at 902. Here, there is no evidence that the parties agreed to a different notice period. Accordingly, the monthly periodic tenancy could be terminated by “notice of seven days.” N.C. Gen. Stat. § 42-14. As to this point, however, the record is unclear regarding the exact date of Plaintiff’s verbal notice. Even so, assuming that late notice was given, it follows that the *latest* possible period would have been July. *See Goler Metro.*, 43 N.C. App. at 652, 260 S.E.2d at 150 (periodic tenancies are “terminated at the end of one of the periods by a proper notice . . .”). Put differently, since there was a *monthly* periodic tenancy and Plaintiff gave notice of nonrenewal, the tenancy terminated at the end of the month. *See id.* Thus, at the latest, the periodic tenancy in this case would have terminated at the end of July. *See id.* Indeed, the record tends to show that Defendant stopped paying utilities around this time. We therefore conclude Defendant’s periodic tenancy—a right to possession—

² Specifically, the record tends to show a notarized affidavit, which states: “I hereby certify that [Plaintiff] told [Defendant] and [Affiant] that she did not wish to renew the lease . . . [Plaintiff] told us that we had 60 days as of July 1st 2024 to vacate the premises.” Naturally understood, this affidavit implies that Plaintiff’s notice of nonrenewal occurred in June since Plaintiff also expressed that, as of 1 July 2024, Defendant had 60 days to vacate. Moreover, Plaintiff’s complaint alleged that the lease had ended on 30 June 2024.

terminated before 4 September 2024. *See Reese v. Mecklenburg Cnty.*, 200 N.C. App. 491, 503, 685 S.E.2d 34, 41 (2009) (“A leasehold is an interest in land.”).

To be sure, when Plaintiff gave notice of nonrenewal, Plaintiff verbally told Defendant they would have sixty days to move out. Likewise, on 5 August 2024, when Defendant was no longer paying utilities, Plaintiff followed up with a handwritten notice stating that Defendant “had to vacate the premises because I revoked the verbal lease.” As found by the district court, this notice provided that “Defendant had to move out by September 4, 2024. [The notice] said the verbal lease was terminated.” Since the tenancy was already terminated, Defendant’s property interest and right to possession was also terminated. Accordingly, without evidence to the contrary, Defendant was left with a license to use the property for the purposes of vacating. *See Maint. Equip. Co.*, 107 N.C. App. at 349, 420 S.E.2d at 202 (“[A] license gives the holder the right to do certain specific acts on the land, [but] creates no substantial interest in the land and is usually revocable at will.”). Put differently, after the periodic tenancy ceased, Defendant was given gratuitous permission to use—not possess—the property so that he could vacate. *See id.* Given the notice and lack of consideration, this excess time of access was not a tenancy—it was a license. *See id.*

Defendant contends that N.C. Gen. Stat. § 42-14 is permissive, and notice specifications under the lease may be modified or waived by conduct that would naturally and justly lead the other party to believe modification or waiver has occurred. From here, Defendant seemingly argues that Plaintiff’s notice gave rise to

an extended notice to quit thereby extending the tenancy to 4 September 2024. Defendant's position, however, ignores that Plaintiff expressly declined to renew the lease for another period. Indeed, rather than stating nonrenewal would occur at some other period, Defendant testified that Plaintiff stated that "she was not going to renew the lease in July." Thus, without renewal or any contrary indication of intent, the tenancy was terminated at the end of the period, which was before 4 September 2024. *Cf. Stanley*, 90 N.C. App. at 539, 369 S.E.2d at 385.

In *Stanley*, the parties executed a written lease agreement on 25 January 1980. *Id.* at 536, 369 S.E.2d at 383. While the lease expired on 24 January 1981, the lease provided that it "would 'automatically' continue after the original term on a month-to-month basis." *Id.* After continuing to pay rent for roughly a year, the lessors notified the lessee that "she had violated the lease since she allegedly had more occupants living with her on the premises" *Id.* Later, on 16 July 1982, the lessors gave the following notice:

Due to your default and failure to abide by the terms of your lease [the lessors] have elected to request that you vacate the premises by the 24th day of July 1982. Please take this as formal notice that [lessors] desire to take possession of the premises on July 25, 1982.

Id. Despite this notice, the lessee "refused to vacate the premises and lessors filed a summary ejectment complaint requesting possession of the leased properties and past due rent." *Id.* at 536–37, 369 S.E.2d at 383. This Court recognized that the "lessee was not holding over after the expiration of her term but instead remained in

possession under the automatic extension provisions of the original lease.” *Id.* at 538, 369 S.E.2d at 384. The Court thus proceeded to consider whether the lessee’s estate had “ceased” under N.C. Gen. Stat. § 42-26(a)(2). *Id.* at 539, 369 S.E.2d at 384–85.

To do this, the Court acknowledged the following lease provision:

If the Lessee shall fail to pay any installment of rent when due and payable or to perform any of the other conditions as herein provided, such failure shall *at the option of the Lessor, terminate this lease* and upon one days notice to the Lessee the Lessor may *without further notice or demand* reenter upon and take possession of said premises without prejudice to other remedies, the Lessee hereby expressly waiving all the legal formalities. *If Lessee defaults* on lease conditions herein or is evicted for non-payment of rent, *this action shall not void this lease* and Lessee shall be held liable and agrees to pay any lost rent, late payment charges, bad check charges, damages, and cost of advertising house or apartment at one dollar (\$1.00) per day.

Id. at 538, 369 S.E.2d at 384 (emphasis in original). From there, the Court considered the lessee’s argument that “the exercise of lessors’ ‘option’ to terminate required lessors to notify lessee that the lease had terminated before lessors could ‘without further notice or demand’ re-take possession.” *Id.* As to that point, the lessee contended that “the 16 July 1982 notice did not terminate the lease as required but *merely requested* lessee to ‘vacate’ the premises.” *Id.* at 538–39, 369 S.E.2d at 384 (emphasis added).

Given the lease provisions, the Court held that “when termination of a lease depends upon notice, the notice must be given in strict compliance with the contract

as to both time and contents.” *Id.* at 539, 369 S.E.2d at 385. The Court then determined that the lessors’s notice was “not a clear and unequivocal notice that the lease was terminated since lessee could reasonably believe lessors were requesting that she vacate without terminating the lease.” *Id.* at 539, 369 S.E.2d at 385. It reasoned that the lessors’s written notice “merely stated lessors ‘elected to request that [lessee] vacate the premises’ on 24 July 1982.” *Id.* The Court further reasoned that while month-to-month tenancies may be terminated upon a seven-day notice to quit, the parties agreed to a different type of notice and a different period of notice. *Id.* As to the notice, however, the Court stated that it was an “arguably less-than-unequivocal ‘request’ that lessee vacate, [and] nowhere [did] the notice state that lessors have elected to ‘terminate’ the lease as required under the contract.” *Id.*

Likewise, when a lease specifies that grounds for termination must be given, the notice must be given in accordance with the lease. *See, e.g., Lincoln Terrace Assocs., Ltd. v. Kelly*, 179 N.C. App. 621, 623–28, 635 S.E.2d 434, 436–38 (2006). In that case, the tenants occupied a federally subsidized apartment. *Id.* at 621–22, 635 S.E.2d at 435. One of the tenants damaged the apartment by “kicking in the door.” *Id.* at 622, 635 S.E.2d at 435. A few months later, the same tenant engaged in a physical altercation with another resident. *Id.* A few days after the altercation, the tenants were served with notice of lease termination. *Id.* This Court reiterated that “[w]hen termination of a lease depends upon notice, the notice must be given in strict compliance with the [lease] as to both time and contents.” *Id.* at 623, 635 S.E.2d at

436. The Court noted the lease specifically required that a notice of termination state the grounds for termination. *Id.* The Court then stated that “one of the grounds listed in the complaint for summary ejectment, the destruction of the door, was not included in the Notice of Termination[.]” *Id.* at 627, 635 S.E.2d at 438. Consequently, the Court reversed summary ejectment since the landlord “failed to show that the termination notice strictly complied with the terms of the lease.” *Id.* at 628, 635 S.E.2d at 438.

The North Carolina Supreme Court has also emphasized the timing of summary ejectment. *See, e.g., Cherry*, 216 N.C. at 342, 4 S.E.2d at 901. In that case, there was “a verbal lease from year to year.” *Id.* at 341, 4 S.E.2d at 901. The lease term was from January 1 to December 31 of each year. *Id.* The landlord pursued summary ejectment. *Id.* The tenant contended that “the action should have been dismissed [since] it was commenced on December 31, 1938, before the expiration of the term.” *Id.* Meanwhile, the landlord maintained that the action “was commenced on January 2, 1939.” *Id.* The North Carolina Supreme Court acknowledged that “[i]f on the former date the defendant’s motion to dismiss should have been granted, if on the latter date the motion should have been denied.” *Id.* at 342, 4 S.E.2d at 901.

Here, unlike *Stanley* and *Lincoln Terrace*, there was not a written lease or evidence of specific provisions pertaining to notice. To be sure, the parties *could have* agreed to different notice provisions, *Cherry*, 216 N.C. at 343, 4 S.E.2d at 902; however, there is no record they ever did so. Thus, the applicable notice to terminate

the periodic tenancy was “notice of seven days.” N.C. Gen. Stat. § 42-14. And once this notice was given, the tenancy was “terminated at the end of . . . the period[]” *Goler Metro.*, 43 N.C. App. at 652, 260 S.E.2d at 149–50.

Consequently, when Plaintiff told Defendant that the lease would not be renewed for another period, it does not follow that Plaintiff’s given deadline of 4 September 2024, which would have amounted to an additional period, extended the tenancy. Put simply, when Plaintiff stated the lease would not be renewed another month, it cannot be said the tenancy lasted until September. Instead, after the tenancy terminated, there was only permission to access the property for the purposes of vacating on or before 4 September 2024. Therefore, consistent with *Cherry*, the tenancy was terminated before Plaintiff filed for summary ejectment. In other words, the tenancy was terminated, Defendant was a holdover, and summary ejectment was appropriate. Accordingly, we hold that the trial court did not err.

IV. Conclusion

For the above reasons, we hold the trial court did not commit error by granting summary ejectment in favor of Plaintiff.

AFFIRMED.

Judges COLLINS and GORE concur.

Report per Rule 30(e).

REINHOLD V. WATTS

Opinion of the Court