

Landlord & Tenant Law In South Carolina



INTRODUCTION

Q. What is the South Carolina Residential Landlord-Tenant Act?

It is a law passed in 1986 that protects South Carolina house, apartment, and room renters and their landlords. If you live in government-assisted housing, you have more rights than under this law.

Q. Do I have to have a written lease before the law will apply?

No. Both oral and written agreements to rent are considered leases. To be enforceable, your lease must be fair, honest, and reasonable to both the landlord and tenant.

Q. Does the law apply to me?

It applies to all renters, roomers, landlords and those who act for them, except:

- hospitals, group homes, schools, or other institutions
- employees of the landlord who get housing for their work and live on the worksite
- tenants who own or partly own the unit
- units in a motel or hotel or where the landlord pays special tax on the room.

There are other exceptions to the law. If you have doubt, please call a lawyer.

Q. Are there other exceptions?

Yes, if the police or a court order is involved, then the landlord does not have to give you advance notice or get your permission.

Q. What can I do if the landlord comes in anyway?

You can take her to Magistrate's Court or Circuit Court for violating your rights under the law.

This brochure is for information only. This is not all the information you need to know about landlord-tenant law. If you have problems with your lease or landlord, you may want to contact your local legal services office by calling the Legal Assistance Telephone Intake Service at 1-888-346-5592 statewide or (803) 744-9430 in Columbia.

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Q. Do I need a lawyer if I have a problem with my landlord?

Maybe. First you should try to tell your landlord in writing about the problem. (Be sure to keep a copy.) If this does not help, you may want to file a claim against him in Magistrate's Court if the claim is under \$7,500. If your claim is over \$7,500, you will probably need the help of a lawyer to file in Circuit Court.

Q. Is there any limit to how much rent I can be charged?

There is no rent control in South Carolina unless you live in housing where your rent is based on your income.

Q. Does the law help me if I have been discriminated against in renting an apartment?

Not this particular law, but other laws do. If you feel you have been discriminated against, you should call the HUD Housing Discrimination Hotline. The toll-free number is 1-800-669-9777.

YOUR AGREEMENT TO RENT

Q. What should be included in my rental agreement?

It should include the amount of rent to be paid, the date the rent is due, and the rights and duties of the tenant and the landlord.

Q. What should not be included in the rental agreement?

It is illegal to include any conditions which make you give up any of your rights under law.

Q. What are my rights if the landlord includes any illegal conditions?

The illegal condition cannot be enforced. You may sue your landlord in court and get money damages and reasonable attorney's fees.

Q. Can a lease be enforced without either the tenant's or the landlord's signature?

Yes, if the landlord gives the tenant a copy, the tenant moves into the unit and pays rent, and the landlord accepts the rent.

Q. Can the landlord make new rules after I move in?

Yes.

Q. Does the law protect me against unfair rules?

Yes, because:

- 1) you must be told about the rules when you move in or when rules are made,
- 2) the rules must be reasonable, clear, and fair, and
- 3) the landlord can't use the rules to avoid his responsibilities under the law.

Q. What if I don't like the new rules?

If you feel like the new rules change your agreement a lot, you should write the landlord within 30 days.

Q. How much notice must be given before either the landlord or the tenant can end the lease?

If your lease is written, the amount of notice should be stated in it. If you have an oral agreement, either the landlord or the tenant may end the lease by giving notice to the other party. Proper notice is 7 days if you rent by the week or 30 days if you rent by the month. The notice must be in writing.

SECURITY DEPOSITS

Q. What is a security deposit?

It is the tenant's money or property held by the landlord in case there are damages to the unit or the tenant doesn't pay the rent.

Q. How do I get my deposit back when I move?

Ask for your deposit back and give the landlord your new address in writing.

Q. How long does the landlord have to return the deposit?

The landlord has 30 days after you move out or after you ask for it back, whichever is later.

Q. When can a landlord keep my security deposit?

Only when he gives you a written list of what is not being returned and the reasons why.

Q. What happens to my security deposit if the landlord sells the place I am renting?

You still have a right to get your security deposit back, when the rental agreement ends.

WHAT MUST THE TENANT DO?

Q. What are my responsibilities as a tenant?

- Pay rent on the date it is due
- Do not harm the landlord's property or disturb the other tenants.
- Do your part to keep the unit safe and clean.
- Be responsible for your guests' actions.

RENT

Q. What is rent?

It is any payment for use of the rental unit. This payment includes late charges, but not security deposits or any other charges.

Q. If I don't pay the rent, what can the landlord do?

He must send you a written demand giving you five days to pay the overdue rent. If the rent is not paid within these five days, the landlord can end your lease and go to the magistrate to evict you.

Your landlord does not have to give you a written demand for the overdue rent if your lease says in big print that no such notice will be given.

If you have a written rental agreement, your landlord only has to give you a written notice for the overdue rent once during the period.

Q. If I have not paid my rent, can the landlord take any of my property?

Only if the landlord goes to the magistrate and has you served with a distress warrant allowing her to hold your property.

Some property cannot be taken. If you are served with a distress warrant, you should see a lawyer immediately.

CONDUCT

Q. My landlord wants to evict me because my children have been leaving garbage outside the dumpster and he claims it is attracting rats. Can he do this?

Yes

Q. Sometimes my friend comes over and creates a disturbance by kicking in the door, breaking windows, etc. Can I be forced to move out?

Maybe. It depends on how often this happens or how serious it is.

Q. I can't afford to have my water turned on right now. Can I be forced to move out?

Yes, because the plumbing will not work, and it is illegal to live in unsanitary conditions.

Q. My landlord came in to fix my sink and left me a note that my house was a health hazard and unless I straightened it up he would evict me. Can he do this?

Not if your apartment was only messy. If your house is rat or roach infested because of how you keep it, then he can.

COMPLAINTS

Q. What are ways I can notify the landlord of my complaints?

Written notice can be given at her place of business where the rental agreement was made or at any place where you pay your rent. Oral notice can also be given, but it is better to put the complaint in writing.

EVICCTIONS

Q. Can my landlord put me out without going to court?

No. Any other method, like locking you out or turning off the utilities, is illegal. If the landlord tries to evict you in an illegal way, you may be able to stay in the house and get damages and attorney's fees from the landlord.

Q. If my landlord goes to court to put me out, what can I do?

If your landlord knew that your apartment was in bad shape before your rent was due and had time to repair but did not, you should tell the judge. The magistrate may let you stay if you can show that your apartment is not worth the rent the landlord wants for it. You would then pay what it is worth.

If you are served with eviction papers, you should go to a lawyer right away. You only have ten days from the date you are served to respond to the eviction notice. If you do not respond, the magistrate will issue an order to put you out called an ejection order.

Q. Can my landlord evict me for complaining about the condition of my apartment?

No. It is illegal for a landlord to try to get even with you for complaining.

Q. Can the landlord evict me if I've been accused of a crime?

No, she must prove you committed the crime.

Q. Can the landlord evict me if I am criminally convicted for breaking the law in my home?

Probably. You cannot use your home for illegal activities, and you cannot allow your family or anyone else to use it for illegal purposes.

WHAT MUST THE LANDLORD DO?

Q. What are the landlord's duties?

The landlord cannot interfere with your use of the property. The landlord must make all of the repairs and keep the unit in a livable condition. If you live in an apartment building, the landlord also has to keep all common areas, like stairs, hallways, yards and the parking lot, in a safe condition.

Q. Can the landlord refuse to make repairs if I'm late or behind in paying rent?

No, the landlord must follow the law and state and local building and housing codes. These codes generally require the property be kept in good shape.

Q. Do I have to fix the landlord's furnace or plumbing?

No, the landlord must make running hot and cold water, and heat available and must keep electrical plugs, plumbing, ventilation, and appliances in safe, working order.

Q. What if the landlord's appliances, like the stove or air conditioner, don't work?

The landlord must keep all appliances that came with the unit in reasonably good and safe working order.

Q. Are there any exceptions to the landlord's duties?

Yes. You and your landlord can agree in writing for you to fix certain things in the unit as long as the landlord is not trying to avoid making repairs he has to make under the law.

Q. How can I get the landlord to make repairs if I can't contact her?

When you agree to rent the unit, the landlord must give you in writing the name of a person to contact if you have problems with the unit.

Q. If the landlord won't make repairs and I want to move, what should I do?

Give your landlord written notice of the problems and warn him that if the problems are not fixed in 14 days or within a reasonable time, you will move. If the landlord still does not make repairs, you can move and will no longer owe him any more rent. He must still return your security deposit if there are no reasons to hold it.

Q. If the landlord won't make repairs and I can't move, what should I do?

You can take your landlord to court and ask a judge to order your landlord to make the needed repairs. You can talk with a lawyer about doing this for you.

Q. What if I want to stay but my landlord says she can't make the repairs unless I move?

You can go to court and ask for money damages caused by your having to move because the landlord will not repair. These damages can be things such as moving costs and higher rent at another apartment. The judge will decide if you get the money damages.

Q. What can the landlord do if I damage his property?

The landlord can send you written notice that the damage must be repaired within 14 days. If you do not have the repairs made within 14 days, the landlord may enter the apartment and make the repairs. The landlord may also go to court to evict you.

Q. Does the landlord have a right to come into my home whenever she wants?

No. In most cases, she must give you 24 hours notice unless there is an emergency in the unit that needs to be fixed. Examples of emergencies are fires or broken pipes.

Q. What if there is an emergency in the house?

Then the landlord can come in without your permission to fix the emergency.