**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) 744-9000 in Columbia.

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**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. It applies to all renters, roomer, 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.

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**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. 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.
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.

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.

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

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

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

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 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?

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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.

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?

Q. What are the landlord’s duties?

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 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.

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