

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, this law protects you. You may also have additional protections under federal law.

Q. I don't have a written lease. Does the landlord tenant act still apply to me?

Yes. This law applies whether or not you have a written lease. Both oral and written agreements to rent are considered valid leases. The 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, such as property managers. It does not apply to:

- 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 questions, 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 of any letters for your own records. 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, toll-free number is 1-800-669-9777. You can also look over Appleaseeds brochures about Housing discrimination.

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 rules, rights and duties of both 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(s) cannot be enforced. You may sue your landlord in court and get money damages and reasonable attorney's fees. Other parts of the lease may still be enforced. Just because one part of the lease is illegal does not mean the entire lease is illegal.

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:

- You must be told about the rules when you move in or when new rules are made;
- The rules must apply to all tenants in the premises and be reasonable, clear, and fair; and
- The landlord can't use the rules to avoid his or her 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 telling him or her that you object to the new rule.

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. Keep a copy for your records.

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?

Your landlord must give you an itemized list for any amounts deducted from your security deposit. This includes accrued rent or damages to the unit, for example.

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 go to the magistrate to bring a case against you and try to evict you.

Check your lease! Your landlord does not have to give you a written demand for the overdue rent if

your lease says in big print that no additional notice will be given beyond notice in the lease.

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. How do I make a complaint?

Written notice can be given at the 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. The landlord should provide you the name of a person to contact if you have problems, such as a property management company. Always keep a copy or log of complaints you have made.

Evictions

Q. Can my landlord evict me 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 evict me, what can I do?

If you are served with eviction papers or a Rule to Show Cause, 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.

Before you go to court, think of any defenses you might have. For example, 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.

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 heat and running hot and cold water 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 before entering your apartment.

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

If there is an emergency, such as a fire or broken pipes, then the landlord may enter without your permission.

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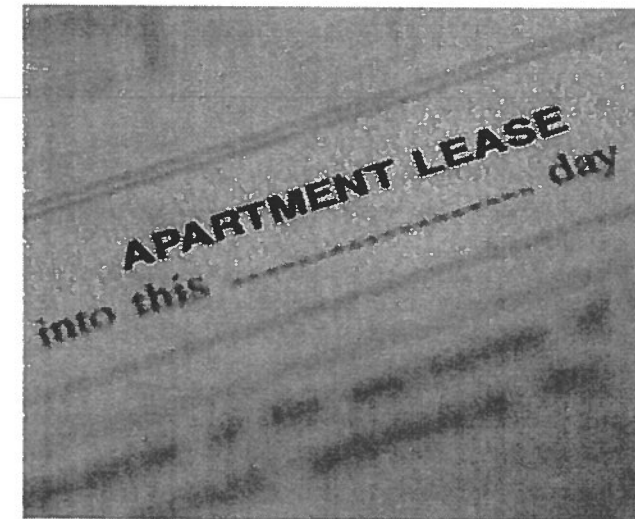
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P.O. Box 7187
Columbia, SC 29202

Landlord & Tenant Law in South Carolina



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