

SOUTH CAROLINA BAR

Tenants' Rights and the Law



YOUR AGREEMENT TO RENT

The rental agreement should include the amount of rent, the date of the payment and the rights and obligations of the tenant and the landlord. If the landlord includes any illegal conditions, the tenant may sue. You do not need a written agreement for the law to apply. All oral and written agreements to rent are considered leases. To be enforceable, the agreement must be fair, honest and reasonable to both parties.

MUST I GIVE NOTICE TO END THE RENTAL AGREEMENT?

The amount of notice required should be noted in your written agreement. If you have no written agreement, proper notice is seven days if you rent by the week, or 30 days if you rent by the month.

CAN THE LANDLORD MAKE NEW RULES AFTER I MOVE IN?

Yes. You must receive notice of rules when changes are made. If you feel that the new rules substantially change your agreement, write the landlord within 30 days. The rules must be reasonable, clear and fair. The landlord cannot

use the rules to avoid his or her responsibilities under the law.

SECURITY DEPOSITS

A security deposit is money that the landlord holds in case there are damages or if rent is unpaid. The security deposit may not be applied to normal wear and tear. There is no limit to the amount of security deposit a landlord may require. Before you move, ask for your deposit and give the landlord your new address in writing. The landlord should return the deposit within 30 days or provide a written list explaining the amount withheld.

TENANT'S RESPONSIBILITIES

The tenant must pay rent on the date set by the landlord and keep the premises safe and clean. Tenants must not harm the property or disturb other tenants. Tenants are responsible for their guests' actions. If rent is not paid, the landlord must send a written demand. If it is not paid within five days of the due date, the landlord can ask a magistrate to evict the tenant. If there is a written rental agreement, the landlord only has to give written

notice for the overdue rent once. Alternatively, if the written rental agreement contains a notice that the landlord will terminate the lease if the rent is five days late or if the landlord has previously given the tenant notice during the same rental period, then the landlord can ask the magistrate to evict the tenant without further notice. If you have not paid your rent, the landlord cannot take or hold your property without first going to the magistrate and having you served with a distress warrant. Some property cannot be taken. If you are served with a distress warrant, consult a lawyer. If you move or abandon the property and leave some property worth less than \$500, the landlord may not have to go to court to hold and sell that property. If a court finds that the tenant's nonpayment of rent is not in good faith, then the court can order the tenant to pay the landlord's attorney's fees.

DO I NEED A LAWYER IF I HAVE A PROBLEM?

Maybe not. First, notify your landlord of the problem in writing. (Be sure to keep a copy.) If you are not satisfied in a reasonable time,

you may file a claim against your landlord in magistrates court.

EVICCTIONS

A landlord cannot evict a tenant, without going to court. It is illegal to lock a tenant out or turn off the utilities. If your landlord tries to evict you illegally, you may be able to stay in the house and recover damages and attorney's fees. If you are served with eviction papers, consult a lawyer. You must respond within 10 days. If you do not respond, the magistrate will issue an ejectment order. A landlord may be able to evict you if you have been accused of a crime though not yet convicted. If you are convicted for breaking the law in your home, you probably can be evicted. You cannot use your home or allow anyone else to use it for illegal activities. If your landlord knew your apartment was in bad condition before your rent came due but failed to make repairs, tell the judge. The judge may let you pay a reduced rent based on the true value of the rental property.

LANDLORD'S RESPONSIBILITIES

The landlord is not to interfere

with the tenant's use of the property but must provide essential services. With few exceptions, the landlord must provide sanitary plumbing, sewer services, and electrical and gas connections. The landlord must make all repairs to

keep the premises in a livable condition. If you live in an apartment building, the landlord also has to keep all common areas (stairs, hallways and parking lots) safe.

The Law

The South Carolina Residential Landlord-Tenant Act, passed in 1986, protects South Carolina renters and landlords. The law applies to all renters and landlords, except:

- hospitals, group homes, schools and other institutions;
- employees of the landlord who receive housing for their work and live on site;
- tenants who own or partly own the unit;
- rental of a motel or hotel room if the landlord pays special tax on the room; and
- residence at a public or private charitable or emergency protective shelter.

CAN THE LANDLORD REFUSE REPAIRS IF I AM LATE OR BEHIND WITH MY RENT?

No. State and local building and housing codes require that the property be kept in good condition. When you agree to rent, the landlord must give you in writing the name of a person to contact for repairs.

WHAT CAN I DO IF THE LANDLORD DOESN'T MAKE REPAIRS?

Give the landlord written notice of the problems with a warning that you will move if repairs are not made within 14 days or a

reasonable time. If the landlord still does not make the repairs, you can end the agreement and move without paying additional rent. This option is only available when the problems put you or your family's safety at risk. The security deposit must be returned if there is no reason to hold it. You *cannot* make repairs yourself and deduct that cost from your rent. You *can* go to court and ask a judge to order the landlord to make the repairs. If the landlord says you must move before repairs can be made, you can ask for damages, such as your costs to move and pay rent at another apartment.

WHAT CAN MY LANDLORD DO IF I DAMAGE THE PROPERTY?

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

CAN THE LANDLORD ENTER MY HOME AT ANY TIME?

No. Generally your landlord

must give you 24 hours notice and get your okay to enter. If there is an emergency such as a fire or broken water pipe, the landlord can enter without your permission. If a court order or the police are involved, the landlord is not required to give you advance notice. If your landlord enters without notice, you can take him or her to court for violating your rights. The tenant may not restrict the landlord's access to the property by changing the locks without the landlord's permission.

DISCRIMINATION

Landlords are prohibited by law from discriminating against potential renters. If you feel you have experienced discrimination, call the Housing Discrimination Hotline at (800) 424-8590.

MANUFACTURED HOUSING EXCEPTION

Rental of certain manufactured housing is governed by different rules found in the Manufactured Home Park Tenancy Act. For more information, visit the South Carolina General Assembly's Web site at www.scstatehouse.net.

General information:

South Carolina Bar Lawyer Referral Service

If you need a lawyer, contact the South Carolina Bar Lawyer Referral Service from 9 a.m. to 5 p.m. Monday through Friday. Call 1-800-868-2284; if you are in Richland or Lexington Counties, call 799-7100.

Additional Legal Tips Available

To access prerecorded information on other legal issues, call the South Carolina Bar's LawLine. In the Columbia area, call 771-0011. From anywhere else in South Carolina, call 1-800-521-9788. Follow the recorded instructions.

Provided as a public service of the



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