

STATE OF SOUTH CAROLINA

COUNTY OF [Click here to enter text.](#)

[Click here to enter text.](#)

Plaintiff(s)

vs.

[Click here to enter text.](#)

Defendant(s)

[Subject]

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

**ANSWER TO RULE TO VACATE
OR SHOW CAUSE AND
COUNTERCLAIM**

COMES NOW Defendant who is in receipt of the Rule to Vacate or Show Cause issued by this Court on [Click here to enter a date.](#) and responds as follows:

1. Defendant requests a jury trial on all issues so triable.
2. Defendant requests a bench trial.
3. Defendant requests a pre-trial hearing pursuant to S.C. Code § 27-40-790 to determine the amount of rent to be paid while this action is pending.
4. Defendant hereby gives notice of his/her intent to raise a defense pursuant to S.C. Code § 27-40-910 based on Plaintiff's retaliatory conduct.

MOTION TO DISMISS

5. Defendant hereby moves to dismiss the above-captioned case upon the following grounds:
 - Plaintiff's Rule to Vacate or Show Cause and/or Application for Ejectment fails to state facts sufficient to constitute a cause of action.
 - Plaintiff has failed to provide Defendant with 5 days' notice and opportunity to cure as required by S.C. Code § 27-40-710.
 - Plaintiff has failed to provide Defendant with 14 days' notice and opportunity to cure as required by S.C. Code § 27-40-710.

FIRST DEFENSE

6. Every allegation contained in Plaintiff's Application for Ejectment not specifically admitted, modified, or explained herein is denied.
7. Defendant admits that a landlord/tenant relationship exists between the parties.

STATEMENT OF FACTS

8. STATEMENT OF FACTS

***** DEFENSE AND COUNTERCLAIM**

(Failure to Maintain Premises – S.C. Code § 27-40-610)

9. Each of the above allegations is repeated as though restated herein verbatim.
10. Plaintiff has willfully failed and refused to maintain the Property consistent with his obligations under S.C. Code Ann. § 27-40-440.
11. [non-essential services] Plaintiff had notice of the violations of § 27-40-440 alleged herein which do not affect essential services at least 14 days before the date that the rent Plaintiff claims in this action was due.
12. [essential services] Plaintiff had notice of the violations of S.C. Code Ann. § 27-40-440 alleged herein which involve the provision of essential services as defined in S.C. Code Ann. § 27-40-210(17) which gave Plaintiff a reasonable opportunity to make emergency repairs, yet Plaintiff failed to do so.
13. Defendant is informed and believes that Plaintiff's conduct was willful as defined by S.C. Code § 27-40-210(16).
14. Pursuant to S.C. Code Ann. § 27-40-610, Defendant is entitled to recover actual damages, obtain injunctive relief, and recover reasonable attorney's fees as a result of Plaintiff's willful noncompliance with his obligations under the rental agreement and/or S.C. Code Ann. § 27-40-440.

15. Plaintiff's claim to rent, if any, should be offset by any amount recoverable by Defendant pursuant to the counterclaims stated herein.
16. Any amount of rent that Defendant is required to pay pursuant to S.C. Code Ann. § 27-40-790 should be abated as a result of Plaintiff's failure to comply with the rental agreement and/or S.C. Code Ann. § 27-40-440. Defendant requests that a hearing be set as soon as feasible to determine the fair-market rental value of the property pursuant to S.C. Code Ann. § 27-40-790.

***** DEFENSE AND COUNTERCLAIM**

(Failure to Provide Essential Services – S.C. Code § 27-40-630)

17. Each of the above allegations is repeated as though restated herein verbatim.
18. Plaintiff has been negligent or willful in failing to provide essential services as defined by S.C. Code § 27-40-210(17)
19. Defendant notified Plaintiff in writing of the lack of essential services and Plaintiff failed to correct this deficiency within a reasonable time.
20. Plaintiff had notice of the lack of essential services before the rent Plaintiff alleges herein was due which gave Plaintiff a reasonable opportunity to make emergency repairs, yet Plaintiff failed to do so.
21. Defendant is entitled to recover damages based upon the diminution in the fair-market rental value of the property and reasonable attorney's fees.

THEREFORE, Defendant respectfully requests that this Honorable Court grant him/her the following relief:

- A. Hold a hearing as soon as feasible to determine the fair-market rental value of the property and set the amount of rent to be paid during the pendency of this action pursuant to S.C. Code Ann. § 27-40-790.
- B. Enter judgment in Defendant's favor on Plaintiff's claim for ejectment.

- C. Award Defendant his/her actual damages according to proof at trial.
- D. Award Defendant an amount equal to three months periodic rent or twice actual damages, whichever is greater, along with reasonable attorney's fees.
- E. Such other and further relief as the Court deems just and proper.

Respectfully Submitted,

October 1, 2019

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Attorney for the Defendant

CERTIFICATE OF SERVICE

I hereby certify that on the _____ day of _____, 20____, I served the above **ANSWER TO RULE TO VACATE OR SHOW CAUSE AND COUNTERCLAIM** upon the parties listed below Choose an item. addressed as follows.

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