

Q. Does the landlord have a right to come into my home any time she pleases?

- No. Generally she must give you 24 hours notice and get your O.K. to enter.

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

- Then the landlord can come in without your permission if, for example, there is a fire, broken water or plumbing pipe, and other such things.

Q. Are there other exceptions?

- Yes, if the police or a court order is involved, then she is not required to give you advance notice and 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 was produced by the South Carolina Appleseed Legal Justice Center with funds provided by the South Carolina Bar Foundation's Interest on Lawyer Trust Accounts (IOLTA). This brochure is for information only. If you have problems with your lease or landlord, you may want to contact your local legal services program by calling the Legal Aid Telephone Intake Service for a referral at (803) 744-9430 in Columbia or toll free (888)346-5592 from other places in the state.



South Carolina Appleseed Legal Justice Center is dedicated to advocacy for low-income people in South Carolina to effect systemic change by acting in and through the courts, legislature, administrative agencies, community and the media, and helping others do the same through education, training and co-counseling.



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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 July 1986, which protects South Carolina house, apartment, and room renters and their landlords. (If you live in government assistance housing, you have more rights than in this law.)

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

- Absolutely not. Both oral and written agreements to rent are considered leases. But, to be enforceable, your agreement 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 receive housing for their work and live on the worksite
- tenants owning or partly owning the unit
- rental of a unit in a motel or hotel and 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 not. First you should try to notify you landlord in writing about the problem. (Be sure to keep a copy.) If you are not satisfied in a reasonable time, you may file a claim against him in Magistrate's Court if it is under \$7,500. If your claim is over \$7,500, you will probably need the help of a lawyer to go to 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 Housing Discrimination Hotline. The toll-free number is 1-800-424-8590.

YOUR AGREEMENT TO RENT

Q. What should be included in the rental agreement?

It should include:

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

- The landlord must maintain a reasonably good and safe working order of all appliance(s) supplied or required to be supplied by him.

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

- Yes. The landlord and you can agree in writing for you to maintain the appliance(s) if the agreement is not for the purpose of allowing the landlord to avoid making repairs required by the law.

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

- When you agree to rent, the landlord must give you in writing the name of a person to contact.

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 if the problems are not repaired in 14 days or within a reasonable time, you will move. If the landlord still does not repair, you can move and will no longer owe him any further rent. He is still required to 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?

- If you want to stay and purchase substitute heat, water or other essential services, you can give your landlord written notice you will purchase them the best you can elsewhere and deduct the cost from rent if she does not provide them in a reasonable time. You cannot make repairs yourself and deduct that cost from your rent.
- You can also take your landlord to court and ask a judge to order your landlord to make the necessary repairs. The people at the magistrate's office should help fill out the papers needed to get this done. You can also consult with a lawyer about doing this for you.

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

- You can go to court and ask for money damages that result from 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, if the judge so decides.

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

- The landlord can send you a 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 and may also go to court to evict you.

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 condition before your rent became due and had time to repair and did not, you should tell the judge. The magistrate may let you stay if you can show 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 immediately go to a lawyer. You only have ten days from the date you are served to respond to the eviction notice, otherwise 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 responsibilities?

- Not to interfere with the tenant's use of the property. The landlord is responsible for making all of the repairs and keeping the premises in a livable condition. If you live in an apartment building, the landlord also has to keep all common areas, such as stairs, hallways, yards and parking lot, in a reasonably safe condition.

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

- No the landlord must comply with requirements of state and local buildings and housing codes which generally require the property be kept in good repair.

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

- No, the landlord is responsible for providing what is known as essential services to the rental units. With few exceptions, the landlord must provide sanitary plumbing or sewer services and electrical and gas connections, where used for heat, hot water, or cooking.

- the amount of rent to be paid
- the date the rent is due, and
- the rights and obligations of the tenant and the landlord

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

- It is illegal to include any conditions which require you to 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. Is a rental agreement effective without both the tenant's and landlord's signature?

- Yes- if the landlord gives you a copy, you move in, pay the rent, and she accepts your rent.

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

- Yes

Q. Does the law give me any protection against unfair rules?

Yes, because:

- you must receive notice of rules when you move in or when rules are made.
- they must be reasonable, clear, and fair.
- the landlord can't use the rules to avoid his responsibilities under the law.

Q. Can I object to rules made after I move in?

- Yes. 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 rental agreement?

- If your agreement 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 rental agreement by giving proper notice to the other party. Proper notice is 7 days if you rent by the week, 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 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?

- Within 30 days after the end of the rental agreement or when you ask for it back, whichever is later.

Q. When can a landlord keep the security deposit?

- Only when he gives the tenant a written list of what is not being returned, and why.

Q. What happens to the security deposit if the landlord sells the place you are 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 agreed upon with your landlord.
- Do not harm the landlord's property, disturb other tenants.
- Do your part to keep the premises safe and clean.
- Be responsible for your guests' actions.

RENT

Q. What is rent?

- It is any payment for use of the dwelling 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 you tenancy and go to the magistrate to evict you.
- He 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, the 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.

If you move out and leave some property, the landlord does have to go to court to hold and sell your property.

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, 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
- 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 is also notified if she had reason to know that a problem or complaint existed.

EVICTIONS

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

- No. Any other method, such as locking you out or turning off the utilities, is illegal. If the landlord attempts to evict you in an illegal manner, you may be able to stay in the house and recover damages and attorney's fees from the landlord.