



Grounds for ejection of tenant:

- A. The tenant may be ejected upon application of the landlord or his agent when (1) the tenant fails or refuses to pay the rent when due or when demanded, (2) the term of tenancy or occupancy has ended, or (3) the terms or conditions of the lease have been violated.
- B. For residential rental agreements, nonpayment of rent within 5 days of the date due constitutes legal notice to the tenant that the landlord has the right to begin ejection proceedings under this chapter if a written rental agreement specifies in bold conspicuous type that nonpayment of rent constitutes such notice. This requirement is satisfied if the written rental agreement contains the notice specified in Section 27-40-710(B)



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What a Landlord Should Know



Honorable Jimmy D. Crocker
Chief Magistrate

Honorable D. Kevin Morrow
Associate Chief Magistrate

is information outlines the right and duties of the landlord in the leasing or residential property under the South Carolina Landlord – Tenant Act.

The terms of the rental agreement, or lease, will control many of the duties and rights of the landlord and tenant. At the same time, the State of South Carolina has enacted a general statute, the South Carolina Landlord – Tenant Act that also places certain duties and grants certain rights to residential landlords, no matter what the terms of the lease may say. For example, the law places an obligation of good faith upon both parties. The law requires the landlord to comply with building and housing codes materially affecting health and safety. The landlord must make all repairs and do whatever is reasonable necessary to put and keep the rental unit in a fit and livable condition. The landlord must keep all common areas, such as hallways and stairwells, in a reasonably safe condition, and if the rented premises contain more than 4 dwelling units, the landlord must keep the common area reasonably clean. The landlord must provide running water, reasonable amounts of hot water and reasonable heat, unless 1) law does not require the building to be equipped for the purpose, or 2) where the unit is equipped with appliances that generate heat and hot water and these appliances are within the exclusive control of the tenant. Finally, the landlord must keep in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances supplied, or required to be supplied by him. The landlord and tenant may agree in writing for these duties to be performed by the tenant if that agreement is entered in good faith. Appliances present in the dwelling unit are presumed to be supplied by the landlord unless specifically excluded in the lease.

The landlord has the right to enter the dwelling unit with the consent of the tenant to inspect, make repairs, alterations, improvements supply necessary or agreed services or show the premises to purchasers, lenders, prospective tenants, workmen or contractors. The tenant cannot unreasonably prevent the landlord from entering for these purposes. The landlord or his agent may enter the rental unit without the consent of the tenant in case of emergency including change in weather conditions which would pose a likelihood of danger to the property. Also, after announcing his plan to enter the premises between the hours of 9 a.m. and 6 p.m. for providing regularly scheduled periodic services which are described in the lease. The landlord or agent may enter between the hours of 8 a.m. and 8 p.m. for providing services requested by the tenant.

At the end of the lease, the landlord may apply property or money held as a security deposit to the payment of rent which is due and to damages to the premises. Any deduction from the security deposit must be itemized by the landlord and mailed to the tenant at an address provided by the tenant. At the time, the lease is signed or before, the landlord or his agent must notify the tenant in writing, of the name and address of the owner of the premises or a person authorized to act as agent for the owner. This information must be kept current during the term of the lease.

If the tenant violates the terms of the lease, or fails to maintain the rental unit, the landlord may recover actual damages and obtain other legal relief, when appropriate. The landlord also may recover attorney's fee if the tenant's violation of the lease is willful or if the failure to pay rent is in bad faith.

If the tenant is absent from a rental unit without explanation for a period of 15 days after nonpayment of rent, the rental unit is considered abandoned. If the landlord tries but cannot notify the tenant, the landlord may enter the dwelling unit and dispose of property found therein having a value of less than \$500.

During any action for eviction where the tenant has raised a defense, the tenant must pay rent. If the amount of rents is in dispute, the court will hold a hearing to decide how much is owed.

The landlord, may from time to time, adopt rules or regulations concerning the tenant's use and occupancy of the rental unit. The purpose of these rules and regulations is for the convenience, safety, or welfare of the tenant, to preserve the landlord's property from abusive use or to make fair delivery of services and access to facilities for tenants. The rules and regulations must apply to all tenants in the rented premises in a fair manner and notice of these rules and regulations must be given to each tenant when he enters a lease or when the rules are adopted.



