

South Dakota

Landlord - Tenant Laws Complete Guide



South Dakota Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of South Dakota's landlord-tenant laws. Whether you're a landlord or tenant, understanding these laws helps ensure smooth rental relationships and protects your rights.

How to Use This Guide

- For Quick Reference: Use the Table of Contents to jump to specific topics
- For Complete Understanding: Read through each section thoroughly
- For Legal Compliance: Pay attention to specific statutes and requirements

Important: This guide is for informational purposes only. For specific legal advice, consult with a qualified attorney licensed to practice in South Dakota.

Chapter 1: Security Deposit

This section covers all regulations regarding security deposits, including maximum amounts, return deadlines, and allowable deductions.

Security Deposit Maximum:

What This Means: Any deposit of money intended to ensure the performance of a residential rental agreement, or any portion of it, is considered a security deposit. A landlord (lessor) may not require or accept a security deposit, under any name, that exceeds the value of one month's rent. A higher deposit may be agreed upon if special conditions exist that could jeopardize the maintenance of the premises.

Legal Statute:

Any deposit of money, the function of which is to secure the performance of a residential rental agreement or any part of such an agreement, shall be deemed to be a security deposit. A lessor of residential premises may not demand or receive a security deposit, however denominated, in an amount or value in excess of one month's rent except that a larger deposit may be agreed upon between the lessor and the lessee where special conditions pose a danger to maintenance of the premises.

SDCL 43-32-6.1

SL 1976, ch 267, § 2.

Security Deposit Interest:

What This Means: No statute.

Legal Statute:

No content available

Separate Security Deposit Bank Account:

What This Means: No statute.

Legal Statute:

No content available

Non-refundable fees:

What This Means: No statute.

Legal Statute:

No content available

Pet Deposits and Additional Fees:

What This Means: No statute.

Legal Statute:

No content available

Deadline for Returning Security Deposit:

What This Means: Every lessor will return the security deposit to the tenant, or furnish to the tenant, a written statement showing the specific reason for the withholding of the deposit or any portion thereof within two weeks after the termination of the tenancy and receipt of the tenant's mailing address or delivery instructions.

Legal Statute:

Every lessor of residential premises shall, within two weeks after the termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the security deposit to the tenant, or furnish to the tenant, a written statement showing the specific reason for the withholding of the deposit or any portion thereof. The lessor may withhold from such deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement or to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. Within forty-five days after termination of the tenancy, upon request of the lessee, the lessor shall provide the lessee with an itemized accounting of any deposit withheld.

Any lessor of residential premises who fails to comply with this section shall forfeit all rights to withhold any portion of such deposit.

The bad faith retention of a deposit or any portion of a deposit by a lessor of residential premises in violation of this section, including failure to provide the written statement and itemized accounting required by this section, shall subject the lessor to punitive damages not to exceed two hundred dollars.

SDCL 43-32-24

SL 1976, ch 267, § 3; SL 1984, ch 281, § 1.

Permitted Uses of the Security Deposit:

What This Means: The lessor may withhold from the security deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement or to restore the premises to their condition at the commencement of the tenancy. This includes ordinary wear and tear excepted.

Legal Statute:

Every lessor of residential premises shall, within two weeks after the termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the security deposit to the tenant, or furnish to the tenant, a written statement showing the specific reason for the withholding of the deposit or any portion thereof. The lessor may withhold from such deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement or to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. Within forty-five days after termination of the tenancy, upon request of the lessee, the lessor shall provide the lessee with an itemized accounting of any deposit withheld.

Any lessor of residential premises who fails to comply with this section shall forfeit all rights to withhold any portion of such deposit.

The bad faith retention of a deposit or any portion of a deposit by a lessor of residential premises in violation of this section, including failure to provide the written statement and itemized accounting required by this section, shall subject the lessor to punitive damages not to exceed two hundred dollars.

SDCL 43-32-24

SL 1976, ch 267, § 3; SL 1984, ch 281, § 1.

Security Deposit can be Withheld:

What This Means: The lessor may withhold from the security deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement or to restore the premises to their condition at the commencement of the tenancy. This includes ordinary wear and tear excepted.

Legal Statute:

Every lessor of residential premises shall, within two weeks after the termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the security deposit to the tenant, or furnish to the tenant, a written statement showing the specific reason for the withholding of the deposit or any portion thereof. The lessor may withhold from such deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement or to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. Within forty-five days after termination of the tenancy, upon request of the lessee, the lessor shall provide the lessee with an itemized accounting of any deposit withheld.

Any lessor of residential premises who fails to comply with this section shall forfeit all rights to withhold any portion of such deposit.

The bad faith retention of a deposit or any portion of a deposit by a lessor of residential premises in violation of this section, including failure to provide the written statement and itemized accounting required by this section, shall subject the lessor to punitive damages not to exceed two hundred dollars.

SDCL 43-32-24

SL 1976, ch 267, § 3; SL 1984, ch 281, § 1.

Require Written Description/Itemized List of Damages and Charges:

What This Means: Within forty-five days after termination of the tenancy, upon request of the lessee, the lessor must provide the lessee with an itemized list of any deposit withheld.

Legal Statute:

Every lessor of residential premises shall, within two weeks after the termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the security deposit to the tenant, or furnish to the tenant, a written statement showing the specific reason for the withholding of the deposit or any portion thereof. The lessor may withhold from such deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement or to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. Within forty-five days after termination of the tenancy, upon request of the lessee, the lessor shall provide the lessee with an itemized accounting of any deposit withheld.

Any lessor of residential premises who fails to comply with this section shall forfeit all rights to withhold any portion of such deposit.

The bad faith retention of a deposit or any portion of a deposit by a lessor of residential premises in violation of this section, including failure to provide the written statement and itemized accounting required by this section, shall subject the lessor to punitive damages not to exceed two hundred dollars.

SDCL 43-32-24

SL 1976, ch 267, § 3; SL 1984, ch 281, § 1.

Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: No statute.

Legal Statute:

No content available

Failure to Comply:

What This Means: A lessor of residential premises who fails to comply with this section forfeits the right to withhold any portion of the deposit. If the lessor retains the deposit in bad faith, including failure to provide the required written statement and itemized accounting, they can be liable for punitive damages up to and including \$200.

Legal Statute:

Every lessor of residential premises shall, within two weeks after the termination of the tenancy and receipt of the tenant's mailing address or delivery instructions, return the security deposit to the tenant, or furnish to the tenant, a written statement showing the specific reason for the withholding of the deposit or any portion thereof. The lessor may withhold from such deposit only such amounts as are reasonably necessary to remedy tenant defaults in the payment of rent or of other funds due to the landlord pursuant to an agreement or to restore the premises to their condition at the commencement of the tenancy, ordinary wear and tear excepted. Within

forty-five days after termination of the tenancy, upon request of the lessee, the lessor shall provide the lessee with an itemized accounting of any deposit withheld.

Any lessor of residential premises who fails to comply with this section shall forfeit all rights to withhold any portion of such deposit.

The bad faith retention of a deposit or any portion of a deposit by a lessor of residential premises in violation of this section, including failure to provide the written statement and itemized accounting required by this section, shall subject the lessor to punitive damages not to exceed two hundred dollars.

SDCL 43-32-24

SL 1976, ch 267, § 3; SL 1984, ch 281, § 1.

Chapter 2: Lease, Rent & Fees

This section addresses rent payment, lease terms, fees, and related financial matters.

Rent is Due:

What This Means: Rent is due on a monthly basis at the end of each billing cycle (month).

Legal Statute:

When there is no contract or usage to the contrary, the rent of agricultural and wildland is payable yearly at the end of each year. Rents of lodgings are payable monthly at the end of each month. Other rents are payable quarterly at the end of each quarter from the time the hiring takes effect. The rent for a hiring shorter than the periods herein specified is payable at the termination of the hiring.

SDCL 43-32-12

CivC 1877, § 1120; CL 1887, § 3743; RCivC 1903, § 1439; RC 1919, § 1063; SDC 1939, § 38.0414.

Payment Methods:

What This Means: There is no requirement for a specific payment method for rent.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: Lessors must provide lessees with written notice at least 30 days before increasing rent for month-to-month leases. The notice must be given when rent is due.

Legal Statute:

In all leases of lands or tenements or of any interest therein from month to month the landlord may, upon giving notice in writing at least thirty days before the expiration of the month, modify the terms of the lease to take effect at the expiration of the month. The notice, when served upon the tenant, shall of itself operate and be effectual to create and establish as a part of the lease the terms, rent, and conditions specified in the notice, if the tenant shall continue to hold the premises after the expiration of the month. The tenant may terminate his lease effective the

first day of the next month by providing notice of termination to the landlord within fifteen days of receipt by the tenant of the notice of modification.

Late Fees:

What This Means: No statute. However, lessors may add language regarding late fees in the lease.

Legal Statute:

No content available

Application Fees:

What This Means: No statute. However, any fees must be within reason and non-refundable.

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute.

Legal Statute:

No content available

Returned Check Fees:

What This Means: Returned check fees cannot exceed \$40.00. Written notice of the fee must be provided to the lessee.

Legal Statute:

Any person who issues a check or other draft to the state or any of its political subdivisions that is not honored for any of the following reasons upon presentation is liable for all reasonable costs and expenses of collection:

(1) The drawer's account is closed;

- (2) The drawer's account does not have sufficient funds; or
- (3) The drawer does not have sufficient credit with the drawee.

The costs and expenses provided for in this section are considered reasonable if they do not exceed forty dollars.

SDCL 57A-3-422

SL 1989, ch 420; SDCL § 57A-3-421; SL 2000, ch 144, §4; SL 2015, ch 245, § 1.

Amended by S.L. 2015, ch. 245,s. 1, eff. 7/1/2015.

Tenant Allowed to Withhold Rent for Failure to Provide Essential Services (Water, Heat, etc.):

What This Means: The lessee is permitted to withhold rent when specific conditions are met. See statute.

Legal Statute:

A cause of action may arise in favor of a lessee and against a lessor of residential property, including a manufactured or mobile home community owner, for retaliation by the lessor against the lessee if the lessor increases rents above fair market value; if the lessor decreases electric, gas, water, or sewer services; or if the lessor gives the lessee notice to vacate the premises when such notice is not based upon a breach of the terms of the lease; subsequent to any of the following special events:

- (1) The lessor has received written notice from the lessee or a governmental agency that the lessee has complained to a governmental agency charged with responsibility for enforcement of a building or housing code violation applicable to the premises and materially affecting health and safety, and the complaint is determined to be reported in good faith; or
- (2) The lessee has given written notice to the lessor of a condition requiring repair pursuant to § 43-32-9; or
- (3) The lessee has organized or become a member of a tenant's union or organization.

It shall be a defense to this cause of action that the notice to vacate the premises was given by the lessor more than one hundred eighty days after the occurrence of a special event. The failure of the lessor to renew any written lease prior to or upon its expiration, is not retaliation.

SDCL 43-32-27

SL 1994, ch 341, § 1.

Tenant Allowed to Repair and Deduct Rent:

What This Means: The lessee may make repairs himself and deduct the expense of such repairs from the rent, or otherwise recover it from the lessor; or the lessee may vacate the premises, in which case he shall be discharged from additional charges of rent or performance of other conditions if the lessor fails to repair in a timely manner.

Legal Statute:

If within a reasonable time after notice to the lessor of conditions requiring repair to make the premises fit for human habitation and to place the same in good and safe working order which the lessor ought to repair he neglects to do so, the lessee may repair the same himself and deduct the expense of such repairs from the rent, or otherwise recover it from the lessor; or the lessee may vacate the premises, in which case he shall be discharged from additional charges of rent or performance of other conditions.

If the cost of necessary repairs exceeds one month's rent, after written notice stating the specific reason for the withholding, the lessee may withhold payment of rent and immediately deposit it in a separate bank or savings and loan account, written evidence of such action to be provided to the lessor upon deposit, maintained only for the purpose of making repairs until such time as the lessor makes the repairs, at which time the lessee shall release the deposit to the lessor or until sufficient money is accumulated in the account for the lessee to cause the repairs to be made and paid for.

SDCL 43-32-9

CivC 1877, § 1115; CL 1887, § 3738; RCivC 1903, § 1434; RC 1919, § 1058; SDC 1939, § 38.0410; SL 1976, ch 267, § 5.

Self-Help Evictions:

What This Means: No statute.

Legal Statute:

No content available

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: No statute.

Legal Statute:

No content available

Landlord Must Make a Reasonable Attempt to Mitigate Damages to Lessee, including an Attempt to Re-rent:

What This Means: No statute.

Legal Statute:

No content available

Chapter 3: Notices and Entry

This section outlines notice requirements and rules governing landlord entry to rental properties.

Notice to Terminate Tenancy:

What This Means: Notice is not typically required as the lease simply terminates on the date agreed to by both parties in the lease.

Legal Statute:

A lease is terminated:

- (1) By the expiration of the agreed term;
- (2) By the mutual consent of the parties;
- (3) By the tenant acquiring a title to the leased premises superior to that of the landlord.

SDCL 43-32-22

SDC 1939, § 38.0423.

Notice to Terminate a Periodic Lease – Month-to-Month:

What This Means: For a month to month lease, the landlord may, upon giving notice in writing at least thirty (30) days before the expiration of the month, modify the terms of the lease to take effect at the expiration of the month.

Legal Statute:

In all leases of lands or tenements or of any interest therein from month to month the landlord may, upon giving notice in writing at least thirty days before the expiration of the month, modify the terms of the lease to take effect at the expiration of the month. The notice, when served upon the tenant, shall of itself operate and be effectual to create and establish as a part of the lease the terms, rent, and conditions specified in the notice, if the tenant shall continue to hold the premises after the expiration of the month. The tenant may terminate his lease effective the first day of the next month by providing notice of termination to the landlord within fifteen days of receipt by the tenant of the notice of modification.

SDCL 43-32-13

CivC 1877, § 261; CL 1887, § 2777; RCivC 1903, § 284; RC 1919, § 354; SDC 1939, § 38.0417; SL 1980, ch 298.

Notice to Terminate a Periodic Lease – Week-to-week:

What This Means: One week of notice is required if not otherwise specified in the lease terms.

Legal Statute:

A hiring of real property for a term not specified by the parties is deemed to be renewed as stated in § 43-32-14 at the end of the term implied by law unless one of the parties gives notice to the other of his intention to terminate the same at least as long before the expiration thereof as the term of the hiring itself, not exceeding one month.

SDCL 43-32-15

CivC 1877, § 1119; CL 1887, § 3742; RCivC 1903, § 1438; RC 1919, § 1062; SDC 1939, § 38.0416.

Notice to Terminate Lease due to Sale of Property:

What This Means: Landlords must give notice that a tenant must be removed from the premises within a period, specified in the notice, of not less than fifteen days.

Legal Statute:

A tenancy or other estate at will for a residential property, however created, may be terminated by the landlord giving notice to the tenant in the manner prescribed by § 43-8-9 to remove from the premises within a period, specified in the notice, of not less than fifteen days. However, if the tenancy at will is the residence of a tenant who is on active military service or if a person on active military service is an immediate family member of the tenant, the tenant is entitled to two months' notice in the manner prescribed by § 43-8-9 unless:

- (1) The tenant has engaged in sustained conduct that is either disruptive to other residents or neighbors, illegal, destructive, negligent toward the maintenance of the property, or constitutes a material breach in the implied lease conditions; or
- (2) The landlord has sold the property or the property has passed to the landlord's estate.

For the purposes of this section, an immediate family member is a spouse or minor child.

SDCL 43-8-8

CivC 1877, § 239; CL 1887, § 2755; RCivC 1903, § 262; RC 1919, § 332; SDC 1939, § 51.0501; SL 2011, ch 197, §1; SL 2024, ch 178, §1.

Amended by S.L. 2024, ch. 178,s. 1, eff. 7/1/2024.

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

No content available

Notice of Termination for Nonpayment:

What This Means: Landlords have the right to start the eviction process if rent is past due by a minimum of three (3) days.

Legal Statute:

An action of forcible entry and detainer, or of detainer only, is maintainable:

- (1) If a party has by force, intimidation, fraud, or stealth, entered upon the prior actual possession of real property or the occupied structure of another, and detains the same;
- (2) If a party, after entering peaceably upon real property or an occupied structure, turns out by force, threats, or menacing conduct, the party in possession;
- (3) If a party by force or by menaces and threats of violence unlawfully holds and keeps the possession of any real property, or occupied structure, whether the same was acquired peaceably or otherwise;
- (4) If a lessee in person or by subtenants holds over after the termination of his lease or expiration of his term, or fails to pay his rent for three days after the same shall be due;
- (5) If a party continues in possession after a sale of the real property or occupied structure under mortgage, execution, order, or any judicial process, after the expiration of the time fixed by law for redemption, and after the execution and delivery of a deed or instrument of ownership;
- (6) If a party continues in possession after a judgment in partition, or after a sale under an order or decree of a circuit court;
- (7) If a lessee commits waste upon the leased premises, or does or fails to perform any act which, under the terms of the lease operates to terminate the same.

The term, occupied structure, used in this chapter is defined in subdivision 22-1-2(28).

SDCL 21-16-1

SDC 1939 & Supp 1960, § 37.3902; SL 1992, ch 156, § 1.

Notice for Lease Violation:

What This Means: Landlords have the right to terminate a lease before the end of its term if the tenant uses the premises in a manner that violates the terms of the lease agreement. If the tenant fails to make any necessary repairs that they are responsible for, as outlined in the lease, the landlord may also terminate the lease.

Legal Statute:

A landlord may terminate a lease and reclaim the premises before the end of the agreed term:

(1) When the tenant uses or permits a use of the premises in a manner contrary to the lease agreement; or

(2) When the tenant does not within a reasonable time after request make such repairs as he may be bound to make.

SDCL 43-32-18

SDC 1939, § 38.0420.

Required Notice before Entry:

What This Means: Landlords are required to give notice of at least 24 hours required in writing to the tenant, The reason for entry, the date or dates and time of entry during business hours, and providing the tenant an opportunity to reschedule must be included.

Legal Statute:

Except in case of an emergency or if it is impracticable to do so, a landlord or landlord's agent shall give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours written notice is presumed to be a reasonable notice unless alternate methods of notification or times for entry are mutually agreed upon between the landlord and tenant in the lease. The notice shall specify date or dates of entry, a period of time during normal business hours for entry, and the purpose of intended entry. The notice shall also specify a means for which the tenant may request to reschedule the entry.

SDCL 43-32-32

SL 2014, ch 191, §4.Added by S.L. 2014, ch. 191,s. 4, eff. 7/1/2014.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Landlords are required to give notice of at least 24 hours required in writing to the tenant, The reason for entry, the date or dates and time of entry during business hours, and providing the tenant an opportunity to reschedule must be included.

Legal Statute:

Except in case of an emergency or if it is impracticable to do so, a landlord or landlord's agent shall give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours written notice is presumed to be a reasonable notice unless alternate methods of notification or times for entry are mutually agreed upon between the landlord and tenant in the lease. The notice shall specify date or dates of entry, a period of time during normal business hours for entry, and the purpose of intended entry. The notice shall also specify a means for which the tenant may request to reschedule the entry.

SDCL 43-32-32

SL 2014, ch 191, §4.Added by S.L. 2014, ch. 191,s. 4, eff. 7/1/2014.

Emergency Entry Allowed without Notice:

What This Means: Notice is not required in cases of emergencies.

Legal Statute:

Except in case of an emergency or if it is impracticable to do so, a landlord or landlord's agent shall give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours written notice is presumed to be a reasonable notice unless alternate methods of notification or times for entry are mutually agreed upon between the landlord and tenant in the lease. The notice shall specify date or dates of entry, a period of time during normal business hours for entry, and the purpose of intended entry. The notice shall also specify a means for which the tenant may request to reschedule the entry.

SDCL 43-32-32

SL 2014, ch 191, §4.Added by S.L. 2014, ch. 191,s. 4, eff. 7/1/2014.

Entry Allowed During Tenant's Extended Absence:

What This Means: No statute.

Legal Statute:

No content available

Entry Allowed with Notice for Showing the Property:

What This Means: Landlords are required to give notice of at least 24 hours required in writing to the tenant, The reason for entry, the date or dates and time of entry during business hours, and providing the tenant an opportunity to reschedule must be included.

Legal Statute:

Except in case of an emergency or if it is impracticable to do so, a landlord or landlord's agent shall give the tenant reasonable notice of the landlord's intent to enter and enter only at reasonable times. Twenty-four hours written notice is presumed to be a reasonable notice unless alternate methods of notification or times for entry are mutually agreed upon between the landlord and tenant in the lease. The notice shall specify date or dates of entry, a period of time during normal business hours for entry, and the purpose of intended entry. The notice shall also specify a means for which the tenant may request to reschedule the entry.

SDCL 43-32-32

SL 2014, ch 191, §4.Added by S.L. 2014, ch. 191,s. 4, eff. 7/1/2014.

Notice to Tenants for Pesticide Use:

What This Means: No statute.

Legal Statute:

No content available

Lockouts Allowed:

What This Means: Lockouts are not permitted.

Legal Statute:

A lessor shall deliver the leased premises to the lessee and secure his quiet enjoyment thereof against all lawful claimants.

If the lessor of residential property unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, the tenant may sue for injunctive relief, recover possession by suit, or terminate the rental agreement and, in any case, recover from the lessor damages in an amount equal to two months rent and the return of any advance rent and deposit paid to the lessor by the lessee.

SDCL 43-32-6

SDC 1939, § 38.0404; SL 1976, ch 267, § 1; SL 1982, ch 299.

Utility Shut-offs Allowed:

What This Means: Landlords are not permitted to shut-off utilities.

Legal Statute:

A lessor shall deliver the leased premises to the lessee and secure his quiet enjoyment thereof against all lawful claimants.

If the lessor of residential property unlawfully removes or excludes the tenant from the premises or willfully diminishes services to the tenant by interrupting or causing the interruption of electric, gas, water, or other essential service to the tenant, the tenant may sue for injunctive relief, recover possession by suit, or terminate the rental agreement and, in any case, recover from the lessor damages in an amount equal to two months rent and the return of any advance rent and deposit paid to the lessor by the lessee.

SDCL 43-32-6

SDC 1939, § 38.0404; SL 1976, ch 267, § 1; SL 1982, ch 299.

Electronic Notices Allowed:

What This Means: no

Legal Statute:

No content available

Quick Reference Guide

Key South Dakota Rental Law Highlights

Legal Disclaimer

This guide is provided for informational purposes only and does not constitute legal advice. Laws may change, and individual circumstances vary.

For specific legal questions or disputes, consult with a qualified attorney licensed to practice in South Dakota.

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- [S.D. Codified Laws § 43-32-22](#)– Notice to Terminate Tenancy
- [S.D. Codified Laws § 43-8-8](#) – Extended notice for active military service
- [S.D. Codified Laws § 21-16-1](#) – Grounds for maintenance of action
- [S.D. Codified Laws § 43-32-6](#) – Obligations of lessor of real property–Tenant's remedies against lessor
- [S.D. Codified Laws § 43-32-2](#) -Limited term of lease
- [S.D. Codified Laws § 43-32-19.1](#) – Domestic Violence Situations