

South Carolina

Landlord - Tenant Laws Complete Guide



South Carolina Landlord-Tenant Laws: Complete Guide

Your Comprehensive Legal Reference

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Introduction

This comprehensive guide provides a complete overview of South Carolina'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 Carolina.

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: No statute.

Legal Statute:

No content available

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: Deposits must be returned within 30 days after the termination of the tenancy and the delivery of possession and demand from the tenant, whichever is later.

Legal Statute:

Upon termination of the tenancy, property or money held by the landlord as security must be returned less amounts withheld by the landlord for accrued rent and damages which the landlord has suffered by reason of the tenant's noncompliance with Section 27-40-510. Any deduction from the security/rental deposit must be itemized by the landlord in a written notice to the tenant together with the amount due, if any, within thirty days after termination of the tenancy and delivery of possession and demand by the tenant, whichever is later. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address, the tenant is not entitled to damages under this subsection provided the landlord (1) had no notice of the tenant's whereabouts and (2) mailed the written notice and amount due, if any, to the tenant's last known address.

If the landlord fails to return to the tenant any prepaid rent or security/rental deposit with the notice required to be sent by the landlord pursuant to subsection (a), the tenant may recover the property and money in an amount equal to three times the amount wrongfully withheld and reasonable attorney's fees.

If a landlord (1) rents more than four adjoining dwelling units on the premises, and (2) imposes different standards for calculating security/rental deposits required of different tenants on the premises, then, prior to the consummation of the rental agreement, the landlord shall either post in a conspicuous place on the premises, or at the place at which rental is paid a statement clearly indicating the standards by which such security/rental deposits are calculated, or shall provide each prospective tenant with a statement setting forth the standards. If a landlord fails to comply with this subsection as to a tenant, the difference between the security/rental deposit required of the tenant and the lowest security/rental deposit required of any other tenant of a comparable dwelling unit on the premises is not subject to deductions for damages by reason of the tenant's noncompliance with Section 27-40-510.

This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this chapter or otherwise.

Subject to the provisions of Section 27-40-450, the holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

S.C. Code § 27-40-410

1994 Act No. 498, Section 1; 1986 Act No. 336, Section 1.

Permitted Uses of the Deposit:

What This Means: Deposits may be used for unpaid rent or fees, or damages which the landlord has incurred losses by reason of the tenant's noncompliance with the lease agreement.

Legal Statute:

(a) Upon termination of the tenancy, property or money held by the landlord as security must be returned less amounts withheld by the landlord for accrued rent and damages which the landlord has suffered by reason of the tenant's noncompliance with Section 27-40-510. Any deduction from the security/rental deposit must be itemized by the landlord in a written notice to the tenant together with the amount due, if any, within thirty days after termination of the tenancy and delivery of possession and demand by the tenant, whichever is later. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address, the tenant is not entitled to damages under this subsection provided the landlord (1) had no notice of the tenant's whereabouts and (2) mailed the written notice and amount due, if any, to the tenant's last known address.

(b) If the landlord fails to return to the tenant any prepaid rent or security/rental deposit with the notice required to be sent by the landlord pursuant to subsection (a), the tenant may recover the property and money in an amount equal to three times the amount wrongfully withheld and reasonable attorney's fees.

(c) If a landlord (1) rents more than four adjoining dwelling units on the premises, and (2) imposes different standards for calculating security/rental deposits required of different tenants on the premises, then, prior to the consummation of the rental agreement, the landlord shall either post in a conspicuous place on the premises, or at the place at which rental is paid a statement clearly indicating the standards by which such security/rental deposits are calculated, or shall provide each prospective tenant with a statement setting forth the standards. If a landlord fails to comply with this subsection as to a tenant, the difference between the security/rental deposit required of the tenant and the lowest security/rental deposit required of any other tenant of a comparable dwelling unit on the premises is not subject to deductions for damages by reason of the tenant's noncompliance with Section 27-40-510.

(d) This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this chapter or otherwise.

(e) Subject to the provisions of Section 27-40-450, the holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

Security Deposit can be Withheld:

What This Means: No statute.

Legal Statute:

No content available

Require Written Description/Itemized List of Damages and Charges:

What This Means: Yes, deduction from the security/rental deposit must be itemized by the landlord in a written notice to the tenant together with the amount due.

Legal Statute:

(a) Upon termination of the tenancy, property or money held by the landlord as security must be returned less amounts withheld by the landlord for accrued rent and damages which the landlord has suffered by reason of the tenant's noncompliance with Section 27-40-510. Any deduction from the security/rental deposit must be itemized by the landlord in a written notice to the tenant together with the amount due, if any, within thirty days after termination of the tenancy and delivery of possession and demand by the tenant, whichever is later. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address, the tenant is not entitled to damages under this subsection provided the landlord (1) had no notice of the tenant's whereabouts and (2) mailed the written notice and amount due, if any, to the tenant's last known address.

(b) If the landlord fails to return to the tenant any prepaid rent or security/rental deposit with the notice required to be sent by the landlord pursuant to subsection (a), the tenant may recover the property and money in an amount equal to three times the amount wrongfully withheld and reasonable attorney's fees.

(c) If a landlord (1) rents more than four adjoining dwelling units on the premises, and (2) imposes different standards for calculating security/rental deposits required of different tenants on the premises, then, prior to the consummation of the rental agreement, the landlord shall either post in a conspicuous place on the premises, or at the place at which rental is paid a statement clearly indicating the standards by which such security/rental deposits are calculated, or shall provide each prospective tenant with a statement setting forth the standards. If a landlord fails to comply with this subsection as to a tenant, the difference between the

security/rental deposit required of the tenant and the lowest security/rental deposit required of any other tenant of a comparable dwelling unit on the premises is not subject to deductions for damages by reason of the tenant's noncompliance with Section 27-40-510.

(d) This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this chapter or otherwise.

(e) Subject to the provisions of Section 27-40-450, the holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

Receipt of Security Deposit:

What This Means: No statute.

Legal Statute:

No content available

Record Keeping of Deposit Withholdings:

What This Means: Yes, deduction from the security/rental deposit must be itemized by the landlord in a written notice to the tenant together with the amount due.

Legal Statute:

(a) Upon termination of the tenancy, property or money held by the landlord as security must be returned less amounts withheld by the landlord for accrued rent and damages which the landlord has suffered by reason of the tenant's noncompliance with Section 27-40-510. Any deduction from the security/rental deposit must be itemized by the landlord in a written notice to the tenant together with the amount due, if any, within thirty days after termination of the tenancy and delivery of possession and demand by the tenant, whichever is later. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address, the tenant is not entitled to damages under this subsection provided the landlord (1) had no notice of the tenant's whereabouts and (2) mailed the written notice and amount due, if any, to the tenant's last known address.

(b) If the landlord fails to return to the tenant any prepaid rent or security/rental deposit with the notice required to be sent by the landlord pursuant to subsection (a), the tenant may recover the property and money in an amount equal to three times the amount wrongfully withheld and reasonable attorney's fees.

(c) If a landlord (1) rents more than four adjoining dwelling units on the premises, and (2) imposes different standards for calculating security/rental deposits required of different tenants on the premises, then, prior to the consummation of the rental agreement, the landlord shall either post in a conspicuous place on the premises, or at the place at which rental is paid a statement clearly indicating the standards by which such security/rental deposits are calculated, or shall provide each prospective tenant with a statement setting forth the standards. If a landlord fails to comply with this subsection as to a tenant, the difference between the security/rental deposit required of the tenant and the lowest security/rental deposit required of any other tenant of a comparable dwelling unit on the premises is not subject to deductions for damages by reason of the tenant's noncompliance with Section 27-40-510.

(d) This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this chapter or otherwise.

(e) Subject to the provisions of Section 27-40-450, the holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

Failure to Comply:

What This Means: The tenant is permitted to recover the property and money in an amount equal to three times (3X) the amount wrongfully withheld and reasonable attorney's fees if the landlord fails to to comply with the statute.

Legal Statute:

Upon termination of the tenancy, property or money held by the landlord as security must be returned less amounts withheld by the landlord for accrued rent and damages which the landlord has suffered by reason of the tenant's noncompliance with Section 27-40-510. Any deduction from the security/rental deposit must be itemized by the landlord in a written notice to the tenant together with the amount due, if any, within thirty days after termination of the tenancy and delivery of possession and demand by the tenant, whichever is later. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address, the tenant is not entitled to damages under this subsection provided the landlord (1) had no notice of the tenant's whereabouts and (2) mailed the written notice and amount due, if any, to the tenant's last known address.

If the landlord fails to return to the tenant any prepaid rent or security/rental deposit with the notice required to be sent by the landlord pursuant to subsection (a), the tenant may recover the property and money in an amount equal to three times the amount wrongfully withheld and reasonable attorney's fees.

If a landlord (1) rents more than four adjoining dwelling units on the premises, and (2) imposes different standards for calculating security/rental deposits required of different tenants on the

premises, then, prior to the consummation of the rental agreement, the landlord shall either post in a conspicuous place on the premises, or at the place at which rental is paid a statement clearly indicating the standards by which such security/rental deposits are calculated, or shall provide each prospective tenant with a statement setting forth the standards. If a landlord fails to comply with this subsection as to a tenant, the difference between the security/rental deposit required of the tenant and the lowest security/rental deposit required of any other tenant of a comparable dwelling unit on the premises is not subject to deductions for damages by reason of the tenant's noncompliance with Section 27-40-510.

This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled under this chapter or otherwise.

Subject to the provisions of Section 27-40-450, the holder of the landlord's interest in the premises at the time of the termination of the tenancy is bound by this section.

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 without the need for demand or notice, and must be paid at the time and location specified in the lease agreement. Unless otherwise stated in writing, rent is typically due at the beginning of each month and should be paid at the dwelling unit.

Legal Statute:

(a) A landlord and a tenant may include in a rental agreement terms and conditions not prohibited by this chapter or other rule of law, including rent, term of the agreement, and other provisions governing the rights and obligations of the parties.

(b) In absence of agreement, the tenant shall pay as rent the fair-market rental value for the use and occupancy of the dwelling unit.

(c) Rent is payable without demand or notice at the time and place agreed upon by the parties. Unless the tenant is otherwise notified in writing, rent is payable at the dwelling unit and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal monthly installments at the beginning of each month. Unless otherwise agreed, rent is uniformly apportionable from day to day.

(d) Unless the rental agreement fixes a definite term, the tenancy is week to week in case of a roomer who pays weekly rent and in all other cases month to month.

S.C. Code § 27-40-310

1986 Act No. 336, Section 1.

Payment Methods:

What This Means: No statute.

Legal Statute:

No content available

Rent Increase Notice:

What This Means: No statute.

Legal Statute:

No content available

Late Fees:

What This Means: No statute, but late fees are permitted and can be considered \"rent\" for the purposes of debt collection.

Legal Statute:

Current through 2024 Act No. 225.

Section 27-40-210 - General definitions

Subject to additional definitions contained in subsequent articles of this chapter which apply to specific articles or parts of this chapter, and unless the context otherwise requires, in this chapter:

- (1) \"action\" includes recoupment, counterclaim, set-off, suit in equity, and any other proceeding in which rights are determined, including an action for possession;
- (2) \"building and housing codes\" include any law, ordinance, or governmental regulation concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance of any premise, or dwelling unit;
- (3) \"dwelling unit\" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household and includes landlord-owned mobile homes. Property that is leased for the exclusive purpose of being renovated by the lessee is not considered a dwelling unit within the meaning of this chapter;
- (4) \"fair-market rental value\" means the actual periodic rental payment for comparable rental property to which a willing landlord and a willing tenant would agree. In determining the fair-market rental value, the court may consider appraisals offered by the tenant, landlord, realty experts, licensed appraisers, and other relevant evidence;
- (5) \"good faith\" means honesty in fact in the conduct of the transaction concerned;
- (6) \"landlord\" means the owner, lessor, or sublessor of the premises, and it also means a manager of the premises who fails to disclose as required by Section 27-40-420;
- (7) \"organization\" includes a corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, and any other legal or commercial entity;

(8) "owner" means one or more persons, jointly or severally, in whom is vested (i) all or part of the legal title to property or (ii) all or part of the beneficial ownership and a right to present use and enjoyment of the premises. The term includes a mortgagee in possession;

(9) "person" includes an individual or organization;

(10) "premises" means a dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised to the tenant;

(11) "rent" means the consideration payable for use of the premises including late charges whether payable in lump sum or periodic payments, excluding security deposits or other charges;

(12) "rental agreement" means all agreements, written or oral, and valid rules and regulations adopted under Section 27-40-520 embodying the terms and conditions concerning the use and occupancy of a dwelling unit and premises;

(13) "roomer" means a person occupying a dwelling unit that does not include a toilet and either a bathtub or a shower and a refrigerator, stove, and kitchen sink, all provided by the landlord, and where one or more of these facilities are used in common by occupants in the structure;

(14) "single family residence" means a structure maintained and used as a single dwelling unit. Notwithstanding that a dwelling unit shares one or more walls with another dwelling unit, it is a single family residence if it has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or service with any other dwelling unit;

(15) "tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others;

(16) "wilful" means an attempt to intentionally avoid obligations under the rental agreement or the provisions of this chapter;

(17) "essential services" means sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct public utility connection.

(18) "security deposit" means a monetary deposit from the tenant to the landlord which is held in trust by the landlord to secure the full and faithful performance of the terms and conditions of the lease agreement as provided in Section 27-40-410.

S.C. Code § 27-40-210

1995 Act No. 112, Sections 1, 2; 1986 Act No. 336, Section 1.

Application Fees:

What This Means: No statute.

Legal Statute:

No content available

Prepaid Rent:

What This Means: No statute.

Legal Statute:

No content available

Returned Check Fees:

What This Means: Landlords can charge a maximum fee of \$30 for a bounced or returned check. This fee may be charged for each occurrence of a bounced or return check.

Legal Statute:

(a) When a check, a draft, or other written order is not paid by the drawee because the maker or drawer did not have an account with or sufficient funds on deposit with the bank or the person upon which it was drawn when presented or the draft, check, or other written order has an incorrect or insufficient signature on it, and the maker or drawer does not pay the amount due on it, together with a service charge of thirty dollars, within ten days after written notice has been sent by certified mail to the address printed on the check or given at the time it is tendered or provided on a check-cashing identification card stating that payment was refused upon the instrument, then it constitutes prima facie evidence of fraudulent intent against the maker. Service charges collected pursuant to this section must be paid to the payee of the instrument.

(1) For purposes of subsection (a), notice must be given by mailing the notice with postage prepaid addressed to the person at the address as printed or written on the instrument. The giving of notice by mail is complete upon the expiration of ten days after the deposit of the notice in the mail. A certificate by the payee that the notice has been sent as required by this

section is presumptive proof that the requirements as to notice have been met, regardless of the fact that the notice actually might not have been received by the addressee. The form of notice must be substantially as follows:

"You are notified that a check or instrument, numbered ____, issued by you on ____ (date), drawn upon ____ (name of bank), and payable to ____, has been dishonored. Pursuant to South Carolina law, you have ten days from the date this notice was mailed to tender payment of the full amount of the check or instrument plus a service charge of thirty dollars, the total amount due being ____ dollars and ____ cents. Unless this amount is paid in full within the specified time above, the holder of the check or instrument may turn over the dishonored check or instrument and all other available information relating to this incident to the solicitor or other appropriate officer for criminal prosecution."

(2) When a person instituting prosecution gives notice in substantially similar form provided in item (1) to the person upon which the instrument was drawn and waits ten days from the date notice is mailed before instituting the criminal proceedings, there arises a presumption that the prosecution was instituted for reasonable and probable cause, and the person instituting prosecution is immune from civil liability for the giving of the notice.

(3) A service charge of not more than thirty dollars is payable by the drawer of a draft, a check, or other written order to the payee of the instrument when the draft, check, or other written order is presented for payment in whole or in part of a then existing debt including, but not limited to, consumer credit transactions, and is dishonored. This service charge is solely to compensate the payee of the instrument for incurred expenses in processing the dishonored instrument and is not related to a presumption of fraud so that it is not necessary to issue the notice to the person at the address as printed on the instrument set forth in items (1) and (2).

(b) Any court, including magistrate's, may dismiss a case under the provisions of this chapter for want of prosecution. When any prosecutions are initiated under this chapter, the party applying for the warrant is held liable for all reasonable administrative costs accruing not to exceed forty-one dollars if the case is dismissed for want of prosecution. Unless waived by the court, the party applying for the warrant shall notify, orally or otherwise, the court not less than twenty-four hours before the date and time set for trial that full restitution has been made in connection with the warrant, and the notification relieves that party of the responsibility of prosecution.

(c) Any court, including magistrates, may dismiss any prosecution initiated pursuant to the provisions of this chapter on satisfactory proof of restitution and payment by the defendant of all administrative costs accruing not to exceed forty-one dollars submitted before the date set for trial after the issuance of a warrant.

(d) For purposes of this chapter, subsequent persons receiving a check, draft, or other written order by endorsement from the original payee or a successor endorsee have the same rights that the original payee has against the maker of the instrument, if the maker of the instrument has the same defenses against subsequent persons as he may have had against the original

payee. However, the remedies available under this chapter may be exercised only by one party in interest.

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

What This Means: The tenant may give written notice to the landlord specifying the breach if the landlord is negligent or failing to provide essential services and may:

- (1) procure reasonable amounts of the required essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent; or
- (2) recover damages based upon the diminution in the fair-market rental value of the dwelling unit and reasonable attorney's fees.

Legal Statute:

(a) If the landlord is negligent or wilful in failing to provide essential services as required by the rental agreement or Section 27-40-440, the tenant may give written notice to the landlord specifying the breach and may:

- (1) procure reasonable amounts of the required essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent; or
- (2) recover damages based upon the diminution in the fair-market rental value of the dwelling unit and reasonable attorney's fees.

(b) If the tenant proceeds under this section, he may not proceed under Section 27-40-610 as to that breach.

(c) Under no circumstances should this section be interpreted to authorize the tenant to make repairs on the rental property and deduct the cost of the repairs from rent. In the event that the tenant unlawfully acts without the landlord's consent and authorizes repairs, any mechanic's lien arising therefrom shall be unenforceable.

(d) Rights of the tenant under this section do not arise until he has given notice to the landlord and the landlord fails to act within a reasonable time or if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with the tenant's permission or who is allowed access to the premises by the tenant.

Tenant Allowed to Repair and Deduct Rent:

What This Means: The tenant is NOT able to make repairs on the rental property and deduct the cost of the repairs from rent.

Legal Statute:

(a) If the landlord is negligent or wilful in failing to provide essential services as required by the rental agreement or Section 27-40-440, the tenant may give written notice to the landlord specifying the breach and may:

(1) procure reasonable amounts of the required essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent; or

(2) recover damages based upon the diminution in the fair-market rental value of the dwelling unit and reasonable attorney's fees.

(b) If the tenant proceeds under this section, he may not proceed under Section 27-40-610 as to that breach.

(c) Under no circumstances should this section be interpreted to authorize the tenant to make repairs on the rental property and deduct the cost of the repairs from rent. In the event that the tenant unlawfully acts without the landlord's consent and authorizes repairs, any mechanic's lien arising therefrom shall be unenforceable.

(d) Rights of the tenant under this section do not arise until he has given notice to the landlord and the landlord fails to act within a reasonable time or if the condition was caused by the deliberate or negligent act or omission of the tenant, a member of his family, or other person on the premises with the tenant's permission or who is allowed access to the premises by the tenant.

S.C. Code § 27-40-630

1986 Act No. 336, Section 1.

Self-Help Evictions:

What This Means: A landlord is not permitted to recover or take possession of a dwelling unit through any action, including reducing or interrupting essential services to the tenant, except in cases of abandonment, surrender, lease termination, or as otherwise allowed by law.

Legal Statute:

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including wilful diminution of required essential services to the tenant by interrupting or causing

the interruption of services, except in case of abandonment, surrender, termination, or as permitted in this chapter.

S.C. Code § 27-40-760

1986 Act No. 336, Section 1.

Landlord Allowed to Recover Court and Attorney's Fees:

What This Means: Landlords can recover attorney fees if the tenant's actions are considered to be without merit and not raised in good faith regarding the noncompliance of the lease agreement.

Legal Statute:

(A) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement other than nonpayment of rent or a noncompliance with Section 27-40-510 materially affecting health and safety or the physical condition of the property, or Section 27-40-540, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than fourteen days after receipt of the notice, if the breach is not remedied in fourteen days. The rental agreement terminates as provided in the notice except that:

(1) if the breach is remediable by repairs or otherwise and the tenant adequately remedies the breach before the date specified in the notice, or

(2) if the remedy cannot be completed within fourteen days, but is commenced within the fourteen-day period and is pursued in good faith to completion within a reasonable time, the rental agreement may not terminate by reason of the breach.

(B) If rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section 27-40-540, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period. The landlord's obligation to provide notice under this section is satisfied for any lease term after the landlord has given one such notice to the tenant or if the notice is contained in conspicuous language in a written rental agreement. The written notice requirement upon the landlord under this subsection shall be considered to have been complied with if the rental agreement contains the following or a substantially equivalent provision:

"IF YOU DO NOT PAY YOUR RENT ON TIME

This is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit."

The presence of this provision in the rental agreement fully satisfies the \"written notice\" requirement under this subsection and applies to a month-to-month tenancy following the specified lease term in the original rental agreement. If the rental agreement contains the provision set forth in this subsection, the landlord is not required to furnish any separate or additional written notice to the tenant in order to commence eviction proceedings for nonpayment of rent even after the original term of the rental agreement has expired.

(C) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief, judgments, or evictions in magistrate's or circuit court without posting bond for any noncompliance by the tenant with the rental agreement or Section 27-40-510. A real estate broker-in-charge licensed in this State or a licensed property manager, in the conduct of his licensed business may, either in person or through one or more regular employees, complete a form writ of eviction and present facts to judicial officers on behalf of his landlord/principal in support of an action for eviction and/or distress and/or abandonment for which no separate charge is made for this service. If the tenant's noncompliance is wilful other than nonpayment of rent, the landlord may recover reasonable attorney's fees, provided the landlord is represented by an attorney. If the tenant's nonpayment of rent is not in good faith, the landlord is entitled to reasonable attorney's fees, provided the landlord is represented by an attorney.

(D) Personal property belonging to a tenant removed from a premises as a result of an eviction proceeding under this chapter which is placed on a public street or highway shall be removed by the appropriate municipal or county officials after a period of forty-eight hours, excluding Saturdays, Sundays, and holidays, and may also be removed by these officials in the normal course of debris or trash collection before or after a period of forty-eight hours. If the premises is located in a municipality or county that does not collect trash or debris from the public highways, then after a period of forty-eight hours, the landlord may remove the personal property from the premises and dispose of it in the manner that trash or debris is normally disposed of in such municipalities or counties. The notice of eviction must clearly inform the tenant of the provisions of this section. The municipality or county and the appropriate officials or employees thereof have no liability in regard to the tenant if he is not informed in the notice of eviction of the provisions of this section.

S.C. Code § 27-40-710

1999 Act No. 59, Section 1; 1998 Act No. 382, Section 2; 1992 Act No. 484, Section 1; 1986 Act No. 336, Section 1.

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

What This Means: The landlord is required to make reasonable efforts to rent the dwelling unit at a fair rental rate. If the landlord rents the unit before the expiration of the current lease agreement, the existing lease agreement will terminate on the start date of the new tenancy,

while the landlord retains the right to pursue remedies under Section 27-40-740. If the landlord does not make reasonable efforts to rent the unit at a fair rental rate, or if the landlord accepts the abandonment as a surrender, the lease agreement is considered terminated by the landlord on the date the landlord becomes aware of the abandonment.

Legal Statute:

(a) The unexplained absence of a tenant from a dwelling unit for a period of fifteen days after default in the payment of rent must be construed as abandonment of the dwelling unit.

(b) If the tenant has voluntarily terminated the utilities and there is an unexplained absence of a tenant after default in payment of rent, abandonment is considered immediate and the fifteen day rule as described in (a) does not apply.

(c) If the tenant abandons the dwelling unit, the landlord shall make reasonable efforts to rent it at a fair rental. If the landlord rents the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the landlord's remedies under Section 27-40-740. If the landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the landlord as of the date the landlord has notice of the abandonment. If the tenancy is from month to month or week to week, the term of the rental agreement for this purpose is considered to be a month or a week, as the case may be.

(d) When a dwelling unit has been abandoned or the rental agreement has come to an end and the tenant has removed a substantial portion of his property or voluntarily and permanently terminated his utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of five hundred dollars or less, the landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

(e) When a dwelling unit has been abandoned or the rental agreement has come to an end and the tenant has left personal property in the dwelling unit or on the premises in the cases not covered by subsection (d) above, the landlord may have the property removed only pursuant to the provisions of Sections 27-37-10 to 27-37-150.

(f) Where property is disposed of by the landlord pursuant to subsection (d) and the property was in excess of five hundred dollars, the landlord is not liable unless the landlord was grossly negligent.

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: No notice is needed as the lease simply expires per the terms in the agreement. It is recommended to provide at least 60 days notice.

Legal Statute:

No content available

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

What This Means: The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days before the termination date specified in the notice.

Legal Statute:

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days before the termination date specified in the notice.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. If the holdover is not in good faith, the landlord may recover reasonable attorney's fees. If the tenant's holdover is a wilful violation of the provisions of this chapter or the rental agreement, the landlord may also recover an amount not more than three months periodic rent or twice the actual damages sustained by him, whichever is greater and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, Section 27-40-310(d) applies.

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

What This Means: The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days before the termination date specified in the notice.

Legal Statute:

(a) The landlord or the tenant may terminate a week-to-week tenancy by a written notice given to the other at least seven days before the termination date specified in the notice.

(b) The landlord or the tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days before the termination date specified in the notice.

(c) If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession. If the holdover is not in good faith, the landlord may recover reasonable attorney's fees. If the tenant's holdover is a wilful violation of the provisions of this chapter or the rental agreement, the landlord may also recover an amount not more than three months periodic rent or twice the actual damages sustained by him, whichever is greater and reasonable attorney's fees. If the landlord consents to the tenant's continued occupancy, Section 27-40-310(d) applies.

S.C. Code § 27-40-770

1986 Act No. 336, Section 1.

Notice to Terminate Lease due to Sale of Property:

What This Means: The purchaser shall be entitled to all the benefits and rights under such lease as if he had been the lessor from the date of the purchase.

Legal Statute:

No content available

Notice of date/time of Move-Out Inspection:

What This Means: No statute.

Legal Statute:

When real estate is sold while under lease, the relationship of landlord and tenant is created ipso facto as between the purchaser and the tenant as if the purchaser had been the landlord in the first instance and the purchaser shall be entitled to all the benefits and rights under such lease as if he had been the lessor from the date of the purchase.

S.C. Code § 27-35-50

1946 (44) 2584; 1952 Code Section 41-55; 1962 Code Section 41-55.

Notice of Termination for Nonpayment:

What This Means: Five (5) days written notice is required before lease termination and filing for eviction. It can be written in the lease conspicuously so that termination can occur five (5) days after nonpayment of rent, though it there must be required language.

Legal Statute:

(A) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement other than nonpayment of rent or a noncompliance with Section 27-40-510 materially affecting health and safety or the physical condition of the property, or Section 27-40-540, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than fourteen days after receipt of the notice, if the breach is not remedied in fourteen days. The rental agreement terminates as provided in the notice except that:

(1) if the breach is remediable by repairs or otherwise and the tenant adequately remedies the breach before the date specified in the notice, or

(2) if the remedy cannot be completed within fourteen days, but is commenced within the fourteen-day period and is pursued in good faith to completion within a reasonable time, the rental agreement may not terminate by reason of the breach.

(B) If rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section 27-40-540, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period. The landlord's obligation to provide notice under this section is satisfied for any lease term after the landlord has given one such notice to the tenant or if the notice is contained in conspicuous language in a written rental agreement. The written notice requirement upon the landlord under this subsection shall be considered to have been complied with if the rental agreement contains the following or a substantially equivalent provision:

"IF YOU DO NOT PAY YOUR RENT ON TIME

This is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit."

The presence of this provision in the rental agreement fully satisfies the "written notice" requirement under this subsection and applies to a month-to-month tenancy following the specified lease term in the original rental agreement. If the rental agreement contains the provision set forth in this subsection, the landlord is not required to furnish any separate or additional written notice to the tenant in order to commence eviction proceedings for nonpayment of rent even after the original term of the rental agreement has expired.

(C) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief, judgments, or evictions in magistrate's or circuit court without posting bond for any noncompliance by the tenant with the rental agreement or Section 27-40-510. A real estate broker-in-charge licensed in this State or a licensed property manager, in the conduct of his licensed business may, either in person or through one or more regular employees, complete a form writ of eviction and present facts to judicial officers on behalf of his landlord/principal in support of an action for eviction and/or distress and/or abandonment for which no separate charge is made for this service. If the tenant's noncompliance is wilful other than nonpayment of rent, the landlord may recover reasonable attorney's fees, provided the landlord is represented by an attorney. If the tenant's nonpayment of rent is not in good faith, the landlord is entitled to reasonable attorney's fees, provided the landlord is represented by an attorney.

(D) Personal property belonging to a tenant removed from a premises as a result of an eviction proceeding under this chapter which is placed on a public street or highway shall be removed by the appropriate municipal or county officials after a period of forty-eight hours, excluding Saturdays, Sundays, and holidays, and may also be removed by these officials in the normal course of debris or trash collection before or after a period of forty-eight hours. If the premises is located in a municipality or county that does not collect trash or debris from the public highways, then after a period of forty-eight hours, the landlord may remove the personal property from the premises and dispose of it in the manner that trash or debris is normally disposed of in such municipalities or counties. The notice of eviction must clearly inform the tenant of the provisions of this section. The municipality or county and the appropriate officials or employees thereof have no liability in regard to the tenant if he is not informed in the notice of eviction of the provisions of this section.

S.C. Code § 27-40-710

1999 Act No. 59, Section 1; 1998 Act No. 382, Section 2; 1992 Act No. 484, Section 1; 1986 Act No. 336, Section 1.

Notice for Lease Violation:

What This Means: Landlords are required to give 14 days written notice if a lessee is in noncompliance of the rental agreement.

Legal Statute:

Current through 2024 Act No. 225.

Section 27-40-710 - Noncompliance with rental agreement; failure to pay rent; removal of evicted tenant's personal property

(A) Except as provided in this chapter, if there is a noncompliance by the tenant with the rental agreement other than nonpayment of rent or a noncompliance with Section 27-40-510 materially

affecting health and safety or the physical condition of the property, or Section 27-40-540, the landlord may deliver a written notice to the tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than fourteen days after receipt of the notice, if the breach is not remedied in fourteen days. The rental agreement terminates as provided in the notice except that:

(1) if the breach is remediable by repairs or otherwise and the tenant adequately remedies the breach before the date specified in the notice, or

(2) if the remedy cannot be completed within fourteen days, but is commenced within the fourteen-day period and is pursued in good faith to completion within a reasonable time, the rental agreement may not terminate by reason of the breach.

(B) If rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section 27-40-540, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period. The landlord's obligation to provide notice under this section is satisfied for any lease term after the landlord has given one such notice to the tenant or if the notice is contained in conspicuous language in a written rental agreement. The written notice requirement upon the landlord under this subsection shall be considered to have been complied with if the rental agreement contains the following or a substantially equivalent provision:

"IF YOU DO NOT PAY YOUR RENT ON TIME

This is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit."

The presence of this provision in the rental agreement fully satisfies the "written notice" requirement under this subsection and applies to a month-to-month tenancy following the specified lease term in the original rental agreement. If the rental agreement contains the provision set forth in this subsection, the landlord is not required to furnish any separate or additional written notice to the tenant in order to commence eviction proceedings for nonpayment of rent even after the original term of the rental agreement has expired.

(C) Except as provided in this chapter, the landlord may recover actual damages and obtain injunctive relief, judgments, or evictions in magistrate's or circuit court without posting bond for any noncompliance by the tenant with the rental agreement or Section 27-40-510. A real estate broker-in-charge licensed in this State or a licensed property manager, in the conduct of his licensed business may, either in person or through one or more regular employees, complete a form writ of eviction and present facts to judicial officers on behalf of his landlord/principal in support of an action for eviction and/or distress and/or abandonment for which no separate charge is made for this service. If the tenant's noncompliance is wilful other than nonpayment of rent, the landlord may recover reasonable attorney's fees, provided the landlord is represented

by an attorney. If the tenant's nonpayment of rent is not in good faith, the landlord is entitled to reasonable attorney's fees, provided the landlord is represented by an attorney.

(D) Personal property belonging to a tenant removed from a premises as a result of an eviction proceeding under this chapter which is placed on a public street or highway shall be removed by the appropriate municipal or county officials after a period of forty-eight hours, excluding Saturdays, Sundays, and holidays, and may also be removed by these officials in the normal course of debris or trash collection before or after a period of forty-eight hours. If the premises is located in a municipality or county that does not collect trash or debris from the public highways, then after a period of forty-eight hours, the landlord may remove the personal property from the premises and dispose of it in the manner that trash or debris is normally disposed of in such municipalities or counties. The notice of eviction must clearly inform the tenant of the provisions of this section. The municipality or county and the appropriate officials or employees thereof have no liability in regard to the tenant if he is not informed in the notice of eviction of the provisions of this section.

S.C. Code § 27-40-710

1999 Act No. 59, Section 1; 1998 Act No. 382, Section 2; 1992 Act No. 484, Section 1; 1986 Act No. 336, Section 1.

Required Notice before Entry:

What This Means: Landlords are required to provide 24 hours' notice and entry only at "reasonable" times once notified.

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord or his agent may enter the dwelling unit without consent of the tenant:

(1) At any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency;

(2) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to entering, the landlord announces his intent to enter to perform services; or

(3) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the tenant and that prior to entering, the landlord announces his intent to enter to perform services.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in cases under item (b) above, the landlord shall give the tenant at least twenty-four hours notice of his intent to enter and may enter only at reasonable times.

(d) A landlord has no other right of access except:

(1) pursuant to court order;

(2) as permitted by Sections 27-40-720 and 27-40-730;

(3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or

(4) unless the tenant has abandoned or surrendered the premises.

(e) A tenant shall not change locks on the dwelling unit without the permission of the landlord.

Entry Allowed with Notice for Maintenance and Repairs:

What This Means: Entry is allowed. Landlords are required to provide 24 hours' notice and entry only at "reasonable" times once notified.

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord or his agent may enter the dwelling unit without consent of the tenant:

(1) At any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency;

(2) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to entering, the landlord announces his intent to enter to perform services; or

(3) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the tenant and that prior to entering, the landlord announces his intent to enter to perform services.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in cases under item (b) above, the landlord shall give the tenant at least twenty-four hours notice of his intent to enter and may enter only at reasonable times.

(d) A landlord has no other right of access except:

(1) pursuant to court order;

(2) as permitted by Sections 27-40-720 and 27-40-730;

(3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or

(4) unless the tenant has abandoned or surrendered the premises.

(e) A tenant shall not change locks on the dwelling unit without the permission of the landlord.

S.C. Code § 27-40-530

1995 Act No. 112, Section 4; 1986 Act No. 336, Section 1.

Emergency Entry Allowed without Notice:

What This Means: Entry is allowed without notice during emergency situations.

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord or his agent may enter the dwelling unit without consent of the tenant:

(1) At any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency;

(2) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental

agreement and that prior to entering, the landlord announces his intent to enter to perform services; or

(3) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the tenant and that prior to entering, the landlord announces his intent to enter to perform services.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in cases under item (b) above, the landlord shall give the tenant at least twenty-four hours notice of his intent to enter and may enter only at reasonable times.

(d) A landlord has no other right of access except:

(1) pursuant to court order;

(2) as permitted by Sections 27-40-720 and 27-40-730;

(3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or

(4) unless the tenant has abandoned or surrendered the premises.

(e) A tenant shall not change locks on the dwelling unit without the permission of the landlord.

S.C. Code § 27-40-530

1995 Act No. 112, Section 4; 1986 Act No. 336, Section 1.

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: Entry is allowed to show the property with at least 24 hours' notice.

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord or his agent may enter the dwelling unit without consent of the tenant:

(1) At any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency;

(2) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to entering, the landlord announces his intent to enter to perform services; or

(3) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the tenant and that prior to entering, the landlord announces his intent to enter to perform services.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in cases under item (b) above, the landlord shall give the tenant at least twenty-four hours notice of his intent to enter and may enter only at reasonable times.

(d) A landlord has no other right of access except:

(1) pursuant to court order;

(2) as permitted by Sections 27-40-720 and 27-40-730;

(3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or

(4) unless the tenant has abandoned or surrendered the premises.

(e) A tenant shall not change locks on the dwelling unit without the permission of the landlord.

Notice to Tenants for Pesticide Use:

What This Means: Entry is allowed for pesticide use with at least 24 hours' notice.

Legal Statute:

(a) A tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

(b) A landlord or his agent may enter the dwelling unit without consent of the tenant:

(1) At any time in case of emergency-prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency;

(2) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the right to enter to provide regularly scheduled periodic services is conspicuously set forth in writing in the rental agreement and that prior to entering, the landlord announces his intent to enter to perform services; or

(3) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the tenant and that prior to entering, the landlord announces his intent to enter to perform services.

(c) A landlord shall not abuse the right of access or use it to harass the tenant. Except in cases under item (b) above, the landlord shall give the tenant at least twenty-four hours notice of his intent to enter and may enter only at reasonable times.

(d) A landlord has no other right of access except:

(1) pursuant to court order;

(2) as permitted by Sections 27-40-720 and 27-40-730;

(3) when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings; or

(4) unless the tenant has abandoned or surrendered the premises.

(e) A tenant shall not change locks on the dwelling unit without the permission of the landlord.

Lockouts Allowed:

What This Means: Lockouts are not permitted.

Legal Statute:

Current through 2024 Act No. 225.

Section 27-40-760 - Recovery of possession limited

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including wilful diminution of required essential services to the tenant by interrupting or causing the interruption of services, except in case of abandonment, surrender, termination, or as permitted in this chapter.

S.C. Code § 27-40-760

1986 Act No. 336, Section 1.

Utility Shut-offs Allowed:

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

Legal Statute:

A landlord may not recover or take possession of the dwelling unit by action or otherwise, including wilful diminution of required essential services to the tenant by interrupting or causing the interruption of services, except in case of abandonment, surrender, termination, or as permitted in this chapter.

S.C. Code § 27-40-760

1986 Act No. 336, Section 1.

Electronic Notices Allowed:

What This Means: no

Legal Statute:

No content available

Quick Reference Guide

Key South Carolina 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 Carolina.

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Links To Statutes

- [S.C. Code § 27-40-10](#) – Short title
- [S.C. Code § 27-40-410\(b\)](#) – Security deposits; prepaid rent
- [S.C. Code § 27-40-410\(c\)](#) – Disclosure of Deposit Calculations
- [S.C. Code § 27-40-310\(c\)](#) – Terms and conditions of rental agreement
- [S.C. Code § 27-40-210 \(11\)](#) – Late Fees
- [S.C. Code § 34-11-70](#) – Prima facie evidence of fraudulent intent in drawing check, draft, or other written order, reasonable and probable cause for prosecution
- [S.C. Code § 27-40-630\(a\)\(1\)](#) – Wrongful failure to provide essential services
- [S.C. Code § 27-40-630\(c\)](#) – Tenant Allowed to Repair and Deduct Rent (No Statute)
- [S.C. Code § 27-40-640](#) – Landlord's noncompliance as defense to action for possession or rent
- [S.C. Code § 27-40-770\(a\)](#) – Periodic tenancy; holdover remedies
- [S.C. Code § 27-40-770\(b\)](#) – Periodic tenancy; holdover remedies
- [S.C. Code § 27-40-770\(c\)](#) – Periodic tenancy; holdover remedies
- [S.C. Code § 27-40-750](#) – Remedy after termination
- [S.C. Code § 27-40-730\(a\)](#) – Abandonment After Default
- [S.C. Code § 27-40-730\(b\)](#) – Abandonment Due to Termination of Utilities

- S.C. Code § 27-40-730(c) – Remedies for absence, nonuse, and abandonment
- S.C. Code § 27-40-730(d) – Disposal of Abandoned Property (Less Than \$500)
- S.C. Code § 27-40-730(f) – Disposal of Abandoned Property (Greater Than \$500)
- S.C. Code § 27-40-530(a) – Access
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- S.C. Code § 27-40-530(c) – Access
- S.C. Code § 27-40-530(e) – Access
- S.C. Code § 27-40-530(b)(1) – Access
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- S.C. Code § 27-40-710(b) – Noncompliance with rental agreement; failure to pay rent; removal of evicted tenant's personal property
- S.C. Code § 27-40-710(a) – Noncompliance with rental agreement; failure to pay rent; removal of evicted tenant's personal property
- S.C. Code § 27-40-760 – Recovery of possession limited
- S.C. Code § 27-40-420 – Disclosure
- S.C. Code § 27-40-440 – Landlord to maintain premises
- S.C. Code § 27-40-430 – Landlord to deliver possession of dwelling unit
- S.C. Code § 27-40-510 – Tenant to maintain dwelling unit
- S.C. Code § 27-40-910 – Retaliatory conduct prohibited
- S.C. Code § 15-3-530 – Three years
- S.C. Code § 27-40-210 – General definitions