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A tenant is responsible for paying rent on time. In addition, the statute requires that a tenant be responsible for the following:

1. Keeping the rental unit reasonably safe and clean,
2. Disposing of his or her garbage and other wastes in a safe manner,
3. Keeping all plumbing fixtures used by the tenant clean
4. Using all electrical, plumbing, heating, air - conditioning and other appliances in a safe manner
5. Not deliberately destroying or damaging the rental unit or allowing any guest or family member to do so
6. Not disturbing other tenants
7. Complying with the rental unit's reasonable rules and regulations which are for the purposes of safety, welfare, and convenience of services for the tenants.

Additionally, a tenant shall not unreasonably prevent the landlord from entering the rental unit with prospective buyers or tenants, workers, lenders, or contractors. However, the statute also contains very specific rules about when a landlord has access to the apartment.



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# What a Tennant Should Know



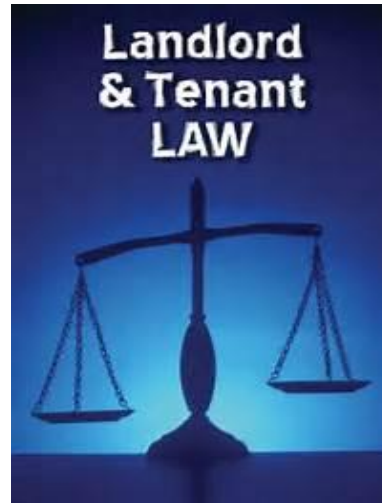
Honorable Jimmy D. Crocker  
Chief Magistrate

Honorable D. Kevin Morrow  
Associate Chief Magistrate

This information outlines the general rights and duties of the tenant in leasing of a home or apartment under the South Carolina Landlord – Tenant Act. You will need to consult a lawyer for specific problems, and there are some exceptions to the general rules that simply cannot be covered in this brief information.

The terms of your lease will control many of the duties and rights of the tenant and landlord. At the same time, South Carolina has enacted a Landlord – Tenant Law that applies to almost all residential lease and the terms of this law also control your rights and duties as a tenant. For example, the law places an obligation of good faith upon both parties.

Under the Residential Landlord – Tenant Act, a tenant may bring an action against the landlord for recovery of damages or to obtain legal relief for any violations by the Landlord. These remedies will be discussed later.



The Landlord – Tenant Act grants a tenant some legal remedies when the landlord violates the law or the lease. These legal remedies may include moving out after giving the landlord proper notice and recovering money damages.

If there is a serious violation of the lease by the landlord or if the landlord fails to keep the rental unit healthy and safe a tenant may end the lease by giving the landlord written notice. The written notice must say what the violations are and give 14 days from the date the landlord receives the notice to fix or try to fix the violations. A tenant may also go to Magistrate Court or Circuit court to recover actual damages and obtain other legal relief when appropriate.

Similarly, a tenant who provides written notice to the landlord has certain legal remedies available for unlawful eviction, for the landlord's failure to make repairs, for the landlord's failure to allow a tenant possession of the rental unit and for the landlord's willful interruption of, or failure to, provide essential services such as heat and water.

Depending on the tenant's claim, these remedies may include ending the lease, making the landlord fix the problem or recovering actual money damages sustained by a tenant. Under no circumstances is the tenant authorized to make repairs on the rental property and deduct the cost of the repairs from the rent, unless expressly authorized by the landlord to do so.

At the end of the lease, the tenant must give the landlord in writing a forwarding address where the landlord can send the tenant's security deposit. The landlord may keep some or all the security deposit to pay unpaid rent, damage to the rental property caused by the tenant's failure to maintain the unit and other damages. If the landlord keeps some of the security deposit, the landlord must give written itemized notice of the reasons for the deductions, including any balance owed, within 30 days after the end of the lease or after the tenant moved out, whichever is later, the tenant may recover money damages if the landlord fails to return any prepaid rent or security deposit if the tenant gives proper notice.

