

What if I Lose my Eviction Case?

You have the right to appeal, but you may have to do it quickly. The Court will make you pay rent while your appeal is pending and might make you pay past-due rent as well.

Even if you are evicted, you have the right to have your security deposit returned or to get an explanation of what it was used for. Your landlord can use your security deposit to cover unpaid rent, court costs, or damage you caused (not normal wear and tear).



More Questions?

You should contact a lawyer who can help you with your situation. All cases are different. If you live in government-assisted housing, you may have more rights than discussed here.

Additional information may be found at:

LawHelp.org/SC

South Carolina's guide to free legal resources

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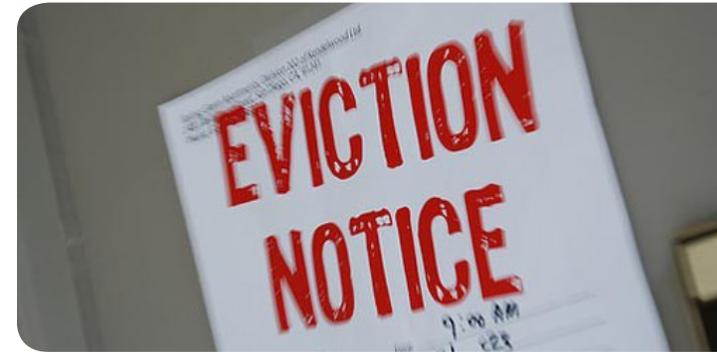
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South Carolina
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EVICCTIONS



Our Mission

South Carolina Legal Services is a statewide law firm that provides civil legal services to protect the rights and represent the interests of low-income South Carolinians.

For Free Services

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What is Eviction?

It's an order that allows law enforcement to remove you from the property.

If your landlord has a valid reason to end your lease and you stay on the property after your lease ends, your landlord may file in court for an eviction.

You have to be served with papers first. These can be handed to you personally, or sometimes posted on the property.

If you get served, you have 10 days to ask the court for a hearing. If you don't ask for a hearing or show up to the hearing if there is one, the Court will assume you don't have a defense and will evict you.

If the Court does order that you be evicted, you have to be served with the Court's order. You have to be given at least 24 hours to move after you are served with the order. If you don't move, law enforcement can remove you.



What Can I be Evicted For?

If you don't pay your rent

If you don't pay your rent on time, your landlord can give you a written notice that says if you don't pay your rent within 5 days, they may try to evict you. This notice can be in your lease. If it is, your landlord doesn't have to give you another notice.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
INITIAL LEASE _____ RENEWAL _____
RENTAL AGREEMENT
BY THIS AGREEMENT, made and entered into this _____ day of _____, between **Holy City Rental**, as the property owner, hereinafter referred to as **Landlord**, (service of process may be made upon said agent and it is authorized to receive notice or demands under this agreement) and _____ hereinafter referred to as **Tenant**, Landlord leases unto said Tenant, and said Tenant does hereby lease from said Landlord all of said premises situated in Charleston County, State of South Carolina, known as _____ for use as a private dwelling occupied by **adult(s)** and no children for a term of _____ year, _____ days; said term to commence on _____ and end on _____ at **12:00 p.m. (Noon)**; said Agreement being subject to the following terms and provisions:
SECTION I: RENT:
A. **RENT:** Tenant agrees to pay, without demand, to Landlord as rent for the premises above mentioned the total rental of _____ and **No/100 (\$ _____ .00)** Dollars payable in installments of \$ _____ .00 per month for this Lease term. Payment must be made by the **FIRST (1st) DAY** of each and every calendar month during the life of this Lease by making said payment to Landlord.

Important: The law doesn't allow you to stop paying your rent because your landlord won't make repairs and normally doesn't let you use part of your rent to make the repairs yourself!

If you break rules in your lease

If your landlord thinks you have broken rules in your lease, they usually have to give you a written notice giving you 14 days to correct the problem. If you don't, your landlord can try to have you evicted.

If your lease ends

If your lease comes to an end and you don't move out, your landlord can try to have you evicted.

Are There Any Defenses?

Sometimes, but if you don't ask for a hearing in time, you won't get to use them. Here are some examples:

- If your landlord says you have not paid rent and you have, that can be a defense if you can prove it. If you have paid part of the rent and are able to pay the rest, the judge *might* make the landlord accept it instead of evicting you.
- If your landlord has not made needed repairs to the property, the judge might consider this in deciding whether you have paid a fair amount of rent for the property.
- If you believe your landlord is evicting you because you complained about a problem on the property, this may be a defense. If you think this is the case, you should talk to a lawyer as soon as possible.

Before your landlord can try to have you evicted, they have to give you a notice and, in some cases, a chance to correct things. If they don't, the eviction should be dismissed.