
REPAIR BY LANDLORDS

GETTING YOUR LANDLORD TO MAKE REPAIRS

I rent an apartment or a house and it needs to be repaired. Does my landlord have to make the repairs?

Under South Carolina law, a landlord has the duty to make all repairs to the rental property. The landlord must also keep it in a reasonably safe and livable shape. This means that the landlord must:

- Follow all building and housing codes;
- Keep common areas safe and clean;
- Make running hot and cold water, and heat available; and
- Keep all electrical plugs and outlets, gas, plumbing, sanitation, heating, ventilation, air conditioning, and appliances in safe working order.

My landlord says he does not have to repair the rental property because we did not sign a lease. Is this true?

No. A landlord must make repairs even if the renter does not have a written lease.

My written lease with my landlord says I must make my own repairs. Is this legal?

Generally, no. In most cases, as long as the tenant did not cause the damage, the landlord cannot force a renter to do or pay for his own repairs. However, there are times when a renter can agree in **writing** to do his own repairs. If you think that your lease says you have to make your own repairs, you should have your lease looked at by a lawyer.

What do I do if the property I am renting needs to be repaired?

If the problems with your apartment or home seriously affect your family's health and safety or if the problems affect the condition of the property itself, tell your landlord what needs to be fixed. It is better to tell the landlord in writing so that you can prove you asked for the repairs. Be sure to date your letter. Keep a copy of the letter for your own records.

In your letter, be sure to list each thing that needs to be fixed. Your letter should also tell the landlord that you will move out of the property if the repairs are not made within fourteen days.

Once you send your letter to the landlord, he or she has fourteen days to fix the damage to the property. If the damage to the property is not a threat to your family's health and safety, but is still so serious that it cannot reasonably be fixed within fourteen days, the landlord must at least start making repairs within fourteen days and must finish them within a reasonable time.

If the landlord does not make the repairs within fourteen days, you may move out of the rental property. You also have the choice of taking the landlord to court to make the landlord repair the property.

Can I still move out or take the landlord to court if the problems with my apartment or home are not very serious or do not affect my family's health or safety?

No. The law only allows you to move out when a landlord will not make repairs if the damage to the rental property seriously affects your health or safety or the condition of the property.

What if the damage to the property was caused by me, a member of my household, or my guest? Can I still end the lease?

No. In most cases, it is your duty to pay for any damage caused by you, your family, or your guests.

I heard that I can make the repairs myself and deduct the cost of the repairs from my rent. Is this true?

No. You must still pay your rent on time as long as you have a lease. If you do not pay the full amount of your rent when it is due, you could be evicted from the property by the Court. This is true even if your landlord did not make the repairs you asked for.

So I still have to pay my rent even though the landlord did not repair my apartment or house?

Yes. If you do not pay your rent, you could be evicted. If your landlord tries to evict you, you can argue in court that the value of the rental property was lowered because the repairs were not made. If the Court agrees, you may have a defense to the eviction.

What if I am behind on my rent? Does the landlord still have to make repairs to the rental property?

Yes. The landlord must still follow the law and do what it says in your lease, even if you are behind on rent.

What if one of my appliances needs to be repaired? Does my landlord have to fix it?

If an appliance (like a stove or a refrigerator) belongs to the property you are renting, the landlord must fix it. In most cases, the landlord will be responsible for repairing the appliances that came with the apartment and must keep it in good, safe shape.

What if I have other questions?

You should talk with a lawyer about any questions you have about getting your landlord to make repairs.

This is not all the information you need to know if you are dealing with a problem with your landlord making repairs. You may want to talk to a lawyer about your particular situation.

If you do not have a lawyer, the South Carolina Bar Lawyer Referral Service can give you the name of a lawyer who is willing to meet with you and advise you at a lower rate. For the name of a lawyer in your area, call the Lawyer Referral Service at 1-800-868-2284 statewide or (803) 799-7100 in Columbia.

If you have a very low income, your local legal services office may be able to help you. To get in touch with them, call the Legal Aid Telephone Intake Service for a referral at 1-888-346-5592 statewide or (803) 744-9430 in Columbia.

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