**Evictions**

The relationship of landlord and tenant is based upon a contract, whether oral or written, which determines the rights and responsibilities each party has and owes to the other. Usually, the agreement between the parties takes the form of a lease. Tenancies may be for a specific term of period or may be at will. The lease usually provides for specific aspects of the landlord-tenant relationship such as subleasing, means of notice, termination, rent payments, and responsibility for repair and maintenance. If the tenant fails to pay the rent, the landlord can terminate the lease, force the tenant to vacate the premises, and recover any rent due. A landlord may bring an action of ejectment against a tenant in these situations: (1) when the tenant fails or refuses to pay the rent when due, (2) when the term of tenancy or occupancy ends, (3) when the terms or conditions of the lease are violated. Even after service of process, rent continues to accrue so long as the tenant remains in possession, and the tenant is liable for the continually accruing rent, or (4) when an arrest for illegal activity has been made of a tenant on the premises (must be stated in lease).

You must file your ejectment action in the Magistrate’s Court that has jurisdiction over the property you are evicting the tenant from. You must submit an Application of Ejectment and the Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act and pay a filing fee of **$40.00** when you file the action. The Court will issue an Order to Show Cause which will be attached to your affidavit and served upon the tenant requiring him to either vacate the premises in 10 days or show cause by requesting a hearing date. (If the tenant is not personally served after 2 attempts from the Sheriff’s Office a **$5.00** fee is needed to comply with the Rule for Service in S.C. See section **27-40-710 2000** Supplement of **SC Code of Laws** and Section **8-21-1010** as amended.) If a hearing is held, everything is on hold until the date of the hearing. However, if the defendant does not request a hearing within the 10-days of being served the Plaintiff can request a writ of ejectment. This will cost an additional **$10.00**. The Constable will contact the landlord in reference to scheduling a date to execute the eviction and turn the property back over to the landlord. **The Constable does not set out the tenant's property**. It is the responsibility of the landlord to provide adequate labor to set out any property left by the tenant. **Law Enforcement Deputies can be present only to assure a peaceful set-out.**

Different reasons for Evictions

1. **When the tenant fails or refuses to pay the rent when due.**

A **5-day** written notice must be hand delivered to the tenant stating that they have **5-days** to pay rent in full or vacant the premises failure to do so will result in filing with eviction with the Magistrate Court. Include the amount that is past due, the address of the property, the tenant’s name and the date the notice delivered to the tenant. **Keep a copy for yourself**. (If there is no Written lease a 5-day notice must be given for non-payment)

If the lease has the following cause: ***“IF YOU DO NOT PAY YOUR RENT ON TIME this is your notice. If you do pay your rent on 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.”*** In a conspicuous place on the lease. Written notice is not necessary. (This is for non-payment of rent only)

Failure to pay rent on the **6th** day of the notice or due date per lease with cause the landlord can file in the Magistrate Court.

1. **When the term of tenancy or occupancy ends.**

If there are no violations of a Rental Agreement and the landlord wants to retake possession of the premises, landlord must hand deliver written notice to the tenant that they will retake possession of the premises at the end of **30-days**. **Keep a copy of the notice for yourself.** If the tenant has not moved at the end of the **30-days,** then landlord can file with the Magistrate Court on the **31s**t day.

1. **When the terms or conditions of the lease are violated.**

Landlord must hand deliver written notice of **14-days** to the tenant of termination stating the facts of the violation per the lease agreement. **Keep a copy of the notice** If the tenant fails to remedy the violation in **14-days.** The landlord can file with the Magistrate Court on the **15th** day.

Even after service of process, rent continues to accrue so long as the tenant remains in possession, and the tenant is liable for the continually accruing rent.

1. **When an arrest for illegal activity has been made of a tenant on the premises (must be stated in lease).**

The landlord can file immediately for an eviction with a copy of the police report and a copy of the lease that states if the tenant is arrested for illegal activity on the premises an eviction will be filed immediately.

**With all the eviction reasons above the following is needed:**

* A Copy of the Notice given (**5-day, 14- day, 30-day**)
* A Copy of the Lease Agreement (**If the agreement was oral a copy of the notice 5-day or 30 day is sufficient but necessary to be able to file**)
* An Application for Ejectment (SCCA 732)
* $40 processing fee (Cash, Check, or Money Orders Only)

**Please bring 2 copies when filing for Eviction (1 copy for the court and 1 copy to serve to defendant)**

When accessing the S.C. Judicial website [www.sccourts.org](http://www.sccourts.org) ,

 **QUICK LINKS** is located on the right side of the homepage.

• Click on **COURT FORMS** in the **QUICK LINKS** list.

• Once the page is opened, use the drop-down menu on SEARCH #1

• Select **MAGISTRATE**.

• A menu of court forms will appear.

• Select SCCA732 Application for Ejectment &

• You can download the form in PDF format or Word format.