

GENERAL EVICTION PROCESS (SC)

Each Magistrate Court may operate differently to some extent

Tenant's Default under Lease Agreement (or violation(s) of South Carolina Residential Landlord Tenant Act)

Nonpayment of Rent*

Violation(s) unrelated to Nonpayment of Rent

Notice of Default Letter → five (5) day grace period

Notice of Default Letter → fourteen (14) day grace period (or a reasonable time thereafter)
Notice of Default must clearly itemize violation(s) with the tenant's right to cure violation(s).

File Action for Eviction → File Application for Ejectment (tenant remains in default)
Mail a copy by certified mail of the clocked Application of Ejectment to the tenant.

Service of Process → The court is unable to serve the tenant the Rule to Vacate/ Rule to Show Cause and posts the same on the door of the premises. Most courts will charge a \$5.00 Non-Service Fee.**

Service of Process → Tenant is served with Rule to Vacate/Rule to Show Cause. Some courts will charge a \$5.00 Service Fee.**

Request to Show Cause → Tenant may request a hearing to show cause, OR the court may hold a mandatory hearing in every eviction case.

Request to Show Cause → Tenant has ten (10) days after being served with the Rule to Vacate/Rule to Show Cause and request a hearing to show cause before the court as to why the tenant is not in default.

No hearing → Writ of Ejectment Issued
(1) pay the writ of ejectment fee of \$10.00 twenty-one (21) days after non-service of Rule to Vacate/ Rule to Show Cause; OR,
(2) within five (5) days after the writ of ejectment is issued.**

Hearing → Obtain Writ of Ejectment (pay the writ of ejectment fee of \$10.00 within five (5) days after the writ of ejectment is issued)**

No hearing → Writ of Ejectment Issued
(1) pay the writ of ejectment fee of \$10.00 fifteen (15) days after service of Rule to Vacate/Rule to Show Cause; OR,
(2) within five (5) days after the writ of ejectment is issued.**

Hearing → Obtain Writ of Ejectment (pay the writ of ejectment fee of \$10.00 within five (5) days after the writ of ejectment is issued)**

Execution of the Writ of Ejectment → A constable will coordinate with the landlord to inspect the premises and escorting the tenant off the premises. The landlord is responsible for removing the tenant's abandoned personal property and disposing of the same to curbside (or dumpster) [BUT LANDLORD MAY NOT DO SO BEFORE].

*Even if the lease agreement has the statutory language for the five (5) day grace period from the day rent is due, it is wise to send a notice of default due to constitutional issues with notice statute for evictions.

**If you do not pay the non-service fee or writ of ejectment fee to the court in a timely manner, then you will have to start the eviction process all over again for that case.

***Settlement negotiations may occur until the actual date of the execution of the writ of ejectment. However, the earlier settlement negotiations occur the better (especially before the court issues the writ of ejectment). You must notify court to dismiss case.

****A tenant may file a preliminary injunction anytime prior to the execution of the writ of ejectment to stop the eviction process provided that the tenant has valid grounds.

*****A tenant may pay rent in arrears (of any amount) after the application of ejectment has been filed. However, said payment will not stop the eviction process unless the landlord notifies the court to dismiss the case. "You can pay, but you can't stay."