

1978 S.C. Op. Atty. Gen. 76 (S.C.A.G.), 1978 S.C. Op. Atty. Gen. No. 78-49, 1978 WL 22531

Office of the Attorney General

State of South Carolina

Opinion No. 78-49

March 13, 1978

\*1 Mr. Neal Forney  
Assistant Director  
South Carolina Court Administration  
Post Office Box 11788  
Columbia, SC 29211

Dear Mr. Forney:

You have directed the question to this Office concerning whether a landlord may enter the property of a tenant lawfully without the consent of the tenant in order to inspect or protect the premises in the absence of any oral or written contract permitting the entry.

As to the above question, there does not appear to be any definite answer provided by state statute or case law. Generally, in the absence of express or implied permission, a landlord not obligated to make repairs to a tenant's premises may not enter the premises. However,

The general rule has been said to have modifications, such as the holding that the landlord may enter to secure and repair a dangerous condition or to prevent waste or deterioration, provided the tenant's enjoyment of possession is not thereby disturbed. 51C C.J.S. Landlord and Tenant, Section 370, p. 976.

Furthermore, it is generally held that a landlord may enter a tenant's premises to make such repairs as are required by public officials.

As to the right to enter to make an inspection, it is similarly indicated that there is no absolute right to enter for such a purpose. However, qualifications such as the right to prevent waste or deterioration would apparently allow such inspections in certain situations requiring such action.

Situations also exist where there is implied consent by a tenant to entry by a landlord. Other jurisdictions have authorized entry where there is a covenant to make repairs or an agreement to make the premises safe and in good condition. Generally, however, unless there is an oral or written contract permitting entry of a tenant's premises by a landlord or the existence of a situation involving certain qualified instances as above indicated permitting entry, no right of entry by a landlord exists.

With best wishes, I am  
Very truly yours,

Charles H. Richardson  
Assistant Attorney General

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