

1975 WL 28906 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

June 10, 1975

***1 Re: Lease Agreement for FHA Housing**

Mr. John E. Way
Housing Program Specialist
South Carolina State Housing Authority
1122 Lady Street
Columbia, SC 29201

Dear Mr. Way:

You have requested an opinion as to the propriety of a proposed standard lease agreement to be used in administering FHA housing. In checking over the lease, there are a few word changes I have penned in and there is one clause that should be added.

The lease should contain a clause giving the tenant the opportunity to be heard in the event the tenant's lease is terminated. Although such a clause is not currently required under South Carolina law, it simply gives any tenant his due process rights. Furthermore, if a tenant's lease were terminated and the tenant not given a hearing, any suit he brought to complete a hearing in the matter would have an excellent of success. In discussing this aspect of the lease, you asked for suggested language for a 'hearing' clause. The following constitutes that language.

In the event the lease is terminated by the Landlord, the Tenant shall, upon written request, have an opportunity to be heard upon the lease termination. The Tenant must request a hearing in writing from within five (5) days after notice of termination is received; such request should be delivered to ____.

If you have further questions regarding this lease, please do not hesitate to contact me.

Yours very truly,

M. Elizabeth Crum
Assistant Attorney General

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