

1973 S.C. Op. Atty. Gen. 29 (S.C.A.G.), 1973 S.C. Op. Atty. Gen. No. 3456, 1973 WL 20920

Office of the Attorney General

State of South Carolina

Opinion No. 3456

January 15, 1973

***1 Re: The S. C. Aeronautics Commission is not responsible or obligated for the maintenance of the facilities leased by it to Inland Airlines, Inc., at North Myrtle Beach Airport.**

Hon. John W. Hamilton

Director

S. C. Aeronautics Commission

P. O. Deawer 88

West Columbia, South Carolina 29169

Dear Mr. Hamilton:

On March 15, 1973, the S. C. Aeronautics Commission leased certain facilities which are located at the North Myrtle Beach Airport to Inland Airlines, Inc., and the Commission's legal obligation to maintain the facilities leased to Inland is the issue upon which you wish the advice of this office.

The lease between Inland and the Commission does not contain a provision which provides that the Commission shall maintain the facilities leased to Inland. Unless the agreement between the lessor and the lessee specifically provides that the lessor shall maintain the leased premises, the lessor has no obligation to perform the required maintenance work. In [Shenard v. Nienow](#), 254 S.C. 44, 173 S.E.2d 343 (1970), the court stated that 'the general rule has been adopted in this State that the relationship of the landlord and tenant imposes no legal duty on the part of the former to keep the leased premises in repair in the absence of a valid contract on the part of the lessor to do so.'

Since the lease agreement does not provide for any maintenance on the part of the Commission, the lessor, it is the opinion of this office that the Commission has no obligation to maintain the facilities which are the subject matter of the lease with Inland.

Very truly yours,

Hubbard W. McDonald, Jr.

Assistant Attorney General

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