SOUTH CAROLINA REALTORS®

Executive Summary

South Carolina REALTORS® (SCR) has released an updated core **Residential Rental Agreement (SCR Form 410)**, **Residential Management Agreement (SCR Form 430)**, **Security Deposit Disbursement (SCR Form 440)** and and a comprehensive suite of new property management addenda. These forms tighten liability protections, clarify tenant/owner obligations, and ensure full compliance with South Carolina license law (S.C. Code § 40-57-135) and the SC Residential Landlord and Tenant Act. Please review the full numerical breakdown and explanation of each document.

Overview of Forms & Agreements

1. (UPDATED) SCR Form 410 – Residential Rental Agreement

- **Key Features & Purpose:** The primary lease agreement between Landlord and Tenant.
    - **Statutory Framework:** Governed directly by the **South Carolina Residential Landlord and Tenant Act** (S.C. Code § 27-40-10 et seq.).
    - **Holdover Terms:** Contains a specific holdover provision establishing a **150% daily rent penalty** if a tenant fails to vacate at lease expiration without landlord consent, along with liability for incoming tenant displacement costs.
    - **Platform Prohibition:** Explicitly bans short-term rentals, subletting, or hosting the property on platforms like **Airbnb or VRBO**.
    - **Maintenance & Service Charges:** Requires non-emergency maintenance requests to be submitted in writing. Imposes service-call charges on tenants for missed vendor appointments or unnecessary calls (e.g., tripped breakers, unplaced filters).
    - **Insurance Requirements:** Clarifies that the landlord's insurance covers the building only. Mandates that tenants carry a **renters insurance policy**.
    - **Dispute Resolution & Addenda Integration:** Includes standard legal protections such as a **jury trial waiver**, mediation terms, and a dedicated checklist (Paragraph 54) to officially incorporate required addenda (such as Pets, Mold, No Smoking, and Septic) directly into the lease terms.

2. (NEW) SCR Form 411 – Animal/Pet Addendum

- **Key Features & Purpose:** Regulates approved pets while penalizing unapproved animals ($/day fee). Mandates veterinary records and pet liability insurance naming the Broker as additional insured. Clarifies that **Assistance/Service Animals are not pets** and must be processed under Fair Housing accommodation rules without fees or weight limits.

3. (NEW) SCR Form 412 – Bed Bug Addendum

- **Key Features & Purpose:** Establishes move-in disclosures and requires written reporting of bed bugs within **24 hours**. Prohibits self-treatment/foggers. Landlord covers treatment if reported within 30 days of move-in (unless tenant-caused); tenant covers full costs for late-reported or tenant-introduced infestations.

4. (NEW) SCR Form 413 – Drug-Free / Crime-Free Addendum

- **Key Features & Purpose:** Prohibits illegal activity, gang activity, and firearms. A single violation is grounds for eviction without requiring a formal criminal conviction. Out-of-state medical marijuana cards do not override state/federal cannabis bans. Includes explicit VAWA/Fair Housing protections for victims of domestic violence.

5. (NEW) SCR Form 414 – Homeowners Association (HOA) Addendum

- **Key Features & Purpose:** Binds the tenant to the community's CC&Rs and rules. Tenants are liable for all HOA-assessed fines/towing costs and must forward violation notices within 3 days. Three HOA violations in 12 months constitutes a material lease default.

6. (NEW) SCR Form 416 – Keys, Remotes and Access Devices Addendum

- **Key Features & Purpose:** Itemizes issued keys, garage remotes, and fobs along with explicit replacement costs and administrative fees. Prohibits unauthorized lock changes or smart lock code re-programming. Outlines lockout fee structures.

7. (NEW) SCR Form 417 – Mold and Mildew Addendum

- **Key Features & Purpose:** Assigns climate control duties to the tenant (cooling max 78°F; heating min 68°F; relative humidity below 60%). Requires written notice of leaks within 24 hours and visible mold within 3 days. Holds tenant liable for remediation costs resulting from failure to ventilate or report leaks.

8. (NEW) SCR Form 418 – No Smoking Addendum

- **Key Features & Purpose:** Defines smoking to include vaping, tobacco, and cannabis. Prohibits smoking anywhere inside the dwelling, garage, or near air intakes. Holds tenants liable for full remediation (seal/paint, duct cleaning, carpet replacement) and lost rent during treatment.

9. (NEW) SCR Form 419 – Rules and Regulations Addendum

- **Key Features & Purpose:** Direct vehicle, noise, trash, and outdoor amenity rules. Allows Landlords to update rules with 30 days written notice and charge administrative fees if forced to cure a tenant rule breach.

10. (NEW) SCR Form 420 – Septic Tank and Drain Field Addendum

- **Key Features & Purpose:** Protects private septic systems by identifying tank/field locations and banning prohibited discharges (wipes, grease, chemicals). Prohibits heavy equipment, vehicles, or structures over the drain field. Tenant pays repair costs if failure is caused by misuse or delayed leak reporting.

11. (NEW) SCR Form 421 – Smoke/Carbon Monoxide Detector Addendum

- **Key Features & Purpose:** Confirms operational detectors at move-in and provides battery testing instructions. Requires tenants to test devices monthly, replace batteries upon low-power warnings, and submit written repair requests within 14 days for malfunctioning units. Assesses repair costs to the tenant for deliberate tampering or battery removal.

12. (UPDATED) SCR Form 430 - Residential Management Agreement

- **Key Features & Purpose:** The core agency agreement governing the relationship between Property Owner and Brokerage.
  - Explicitly establishes statutory compliance under S.C. Code § 40-57-135(J) for future lease/renewal compensation that survives agreement termination.
  - Sets reserve fund thresholds, repair expenditure caps, and explicit authorization for emergency repairs.
  - Clarifies that tenant-side administrative fees (late fees, application fees) belong solely to the Broker.
  - Includes a Broker liability cap (limited to management fees collected), mandatory Owner indemnification, a 120-day notice requirement prior to lease end to prevent unintended renewals, a jury trial waiver, and a mandatory mediation clause.

13. (UPDATED) SCR Form 440 – Notice of Security Deposit Disbursement

- **Key Features & Purpose:** Standardized itemized accounting statement for returning security deposit funds or declaring lawful deductions. Establishes a strict dispute procedure requiring tenants to submit written objections within a set timeframe accompanied by original, unedited camera files (with intact timestamp/metadata) to prevent manipulated photo claims.

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