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## **Tenant Information and Services**

Palmetto State Properties & Associates, LLC strives to provide the finest possible rental properties and services to all of our tenants. As an Equal Opportunity Housing Provider we make it our goal to build strong and lasting relationships with all of our tenants through outstanding customer services and complete adherence to the principles and rights outlined by the South Carolina Landlord Tenant Act.

When a new tenant decides to lease a home through Palmetto State Properties & Associates we screen all parties responsible for the proper legal execution of the lease through a simple “tenant verification” process. Once verification and approval of the new tenant is complete and approved, we then review and sign a standardized lease provided by the South Carolina Association of Realtors with any specific terms and stipulations agreed upon for the new lease.

### **Application Process**

All new tenant applicants are required to go through a “tenant verification process” before a lease is signed. Using the information collected in our application, we make the decision for tenancy based on several criteria which may include employment history, eviction history, landlord references, credit rating, and criminal records.

- The screening process Palmetto State Properties & Associates uses, as an Equal Housing Opportunity Provider, usually begins during or shortly after a property showing where the new prospective tenant decides to apply for tenancy. Applications are only processed upon receipt of a \$90.00 application fee. Applications are required for each adult listed on the Lease Agreement and/or each adult residing in the rented premises.
- Application approval can be given by written notice if specifically requested but is usually indicated by the endorsement of a new and valid lease. Leases become valid upon signing and are not dependent upon receipt of deposits or rent payments.
- Incomplete or negative results could potentially postpone the start of a new lease and should be clarified or corrected as soon as possible to avoid unnecessary delays. Applications are not exclusively based on credit scores and are subject to other criteria such as employment status and history, references, and even previous criminal or eviction histories.

Palmetto State Properties & Associates is not a Credit Reporting Agency, rather we are provided an indication of an applicant's credit history through a third party and independent contractor.

Important information to consider in all applications with respect to the federal Fair Credit Reporting Act (FCRA) is:

- You must be told if information in your file has been used against you.
- At your request, you can find out what is in your file.
- You can dispute inaccurate information with the specific credit reporting agency used
- Inaccurate information must be corrected or deleted by the specific credit reporting agency.
- You can dispute inaccurate items and the source of the information with the credit reporting agency.
- Outdated information may not be reported. In most cases, a credit reporting agency may not report negative information that is more than seven years old; ten years for bankruptcies.
- Access to your file is limited.
- We are required to keep records of all credit inquiries Palmetto State Property Management with credit reporting agencies for 5 years.

## **Tenants – Moving In**

Terms of the lease – Palmetto State Properties & Associates uses a standard South Carolina Association of Realtors (SCAR) lease agreement.

- Specific terms of the lease are usually negotiable such as the duration and price. However, some points remain standard for all of our leases. For example rent is always due on the 1st of the month.
- Security deposits and pet deposits are collected by Palmetto State Properties & Associates and then placed into a non-interest bearing trust account where it is held for the duration of the lease.
- Rent payments are due on the first of the month. Late fees are applied if received after the fifth of the month; after the 15<sup>th</sup> of the month a 10% (of the monthly rent) late fee will apply. Tenants who make late payments that are received after the 5<sup>th</sup> of the month are also subject to legal proceedings in accordance with the South Carolina Landlord Tenant Act.
- Utilities are generally paid for by the tenants; however there are homes and communities where some services such as water are covered in the homeowner's association fees. Utilities should be changed over before occupancy to make the transition into your new home a smooth one. Generally if utilities have not been changed over within 24 hours of occupancy owners can elect to have the services secured thereby requiring an additional fee from the utility provider to re-establish service Tenant shall pay all costs of hook-ups and connection fees and

security deposits in connection with providing utilities to premises during the term of the Lease Utilities change over.

- A Move-in Inspection Report is required and completed at the time new tenants take possession of the property and is filled out to document the condition of the property when the hand over occurs to provide a reference point for comparison at the end of the lease.
- Basic responsibilities of lessees or tenants include and are not limited to:
  - Paying the rent on time.
  - Maintaining the premises.
  - Allowing the landlord reasonable access.
  - Complying with rules and regulations of the lease.
  - To use the property as a dwelling only.
  - To immediately notify the landlord of plumbing, electrical, or other health related emergency items.
- Rights of the lessee or tenant are well defined in the leases we use and are also provided for in the South Carolina Landlord Tenant Act. To summarize the major points in our lease and SC Landlord Tenant Act, all tenants are provided:
  - The right to quiet and peaceful enjoyment of the premises.
  - The right to have the security deposit returned within 30 days of termination of the lease with accounting for all deductions.
- During the lease other responsibilities of tenants include following community homeowners' association rules, maintaining the yard, and keeping the premises in the condition the property was at the time of occupancy.
  - A tenant shall not change locks on the dwelling unit without the permission of the landlord.

## Tenants – Moving Out

At least thirty (30) days prior to the end of the lease, Palmetto State Properties & Associates will contact tenants to determine if it is possible for tenants to continue leasing the property or if tenants will need to move out. If the tenants wish to remain in the property **and with owner approval**, the tenants may be approved to sign a new lease or go month to month with their current lease. This will be determined on a case by case basis with proper owner approval.

- For those who wish to stay - the owners may approve the following options: month to month continuation of lease, signing of a new lease, or other determined options.
- For those who wish to leave – if the property is no longer available for lease or if you do not wish to remain in the property and have provided us with proper notice that you do not wish to stay, you will be required to vacate the home at the end of the lease.

- Move out process – we require that all personal property is vacated from the premises at the end of the lease term. If we have to move any personal effects this is done so at your expense using your security deposit. In most cases any personal effects left behind are disposed of at the tenants' request. A Move-out Inspection Report will be conducted using the same form used at move in to inspect the property and determine if any damage was done.
- Record Keeping – Palmetto State Properties & Associates keeps all records for five years as per SC law.