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Administrative Interpretation 2.106-7501

"CONSUMER LEASE" DOES NOT INCLUDE A RESIDENTIAL LEASE.

Section 2.106(1)(a) of the South Carolina Consumer Protection Code (Act 1241 of 1974) provides that:

"Consumer lease" means a lease of goods (a) which a lessor regularly engaged in the business of leasing makes to a person, other than an organization, who takes under the lease primarily for a personal, family, household, or agricultural purpose.

The question has arisen as to whether a lease of residential property is a "consumer lease" within the meaning of the South Carolina Consumer Protection Code.

The definition of "goods" as stated in Section 2.106(1) and defined in Section 2.105(1), is inadequate. However, Section 1.103 provides that unless displaced by the particular provisions of this Act, the Uniform Commercial Code supplements its provisions.

Section 10.2-105 of the Uniform Commercial Code defines "goods" as "things which are movable." This is in conformity, of course, with the common usage of the term.

Based upon the foregoing, it is the opinion of this office that a lease of a residence is not a consumer lease.


Irvin D. Parker
Administrator