

FINAL BRIEF OF THE APPELLANT

THE STATE OF SOUTH CAROLINA
In the Court of Appeals
[In the Supreme Court]

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas
Roger M. Young, Sr.
Trial Court case No. 2020CP0800267

Case No. 2020-000629

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SC Court of Appeals

Lisa Michelle Ray, Appellant

v.

Parkway Village Apartments, Respondent

FINAL BRIEF

Lisa Michelle Ray
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Apt 5C
Summerville, SC 29486
Cell Number – 843-964-9887
Appellant is Self-Represented

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STATEMENT OF ISSUES ON APPEAL

1. I (Ms. Ray) was told by Trudy Huber (Parkway Village Apartments Resident Coordinator), on 1/10/20 that I could be late with my payment, but would have to pay late fees. Unfortunately, Ms. Huber did not attend my initial court appearance, and thus her statements could not be used. I need to bring Trudy Huber to a court appearance, so that she can confirm what she has previously stated. See **ROA.17-26**, transcript from earlier court appearance and Audio CD, for additional information.
2. There were an additional fifteen (15) people who were late with their payments, and each one of them was allowed to make their payment, without being evicted. I should have the same opportunity as the other apartment tenants. This information was not available during my earlier court appearance. I need to be able to obtain the records from Parkway Village, to confirm this information. See **ROA.17-26**, transcript from earlier court appearance and Audio CD, for additional information.

STATEMENT OF THE CASE

On January 10, 2020 I (Ms. Ray) received a notice that my rent was late (due on the 5th of the month). On that date I went in to the office and talked to Trudy Huber (apartment complex coordinator), explaining that I did not have all of my rent money at that time. Trudy told me that I could just pay a late fee of \$5 plus \$1/day, with no mention of any eviction. However, I received an eviction notice on January 14th, 2020. On February 3, 2020 I paid my January rent. I then proceeded to pay my February and March rent on time (they were not late). Since March, I have also attempted to pay my monthly rent every month, but each check was returned to me by Jacquetta Elias (Parkway Village manager). All of the funds for the payments, are available, so that the payments can be made, when they are ready to be accepted by the apartment management.

ARGUMENTS

By Parkway Village Apartments accepting my (Ms. Ray) January, February, March rent payments, I feel that the original eviction notification should be removed. See **ROA.27-32** for rent payment information.

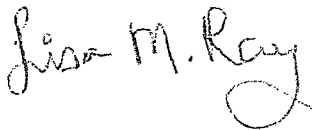
CONCLUSION

Since that January month, all monthly rental payments have been paid, through the date of this request. They began returning checks on April 2020, with a letter of refusal, but continue to charge a late fee for those months (even though the checks were presented to them, on time). I (Ms. Ray) have been saving money that they are returning, with the intent on paying them, once the eviction process has been stopped. I

have been searching for alternative housing, but with the end of the moratorium on evictions, combined with the unfortunate fact that there are many people without a place, there is no place within my financial means available to stay. If this eviction is allowed, HUD will then have documentation showing the eviction, which will make it difficult for me to qualify and obtain future HUD housing (which is all that I can afford to pay for). Since I am disabled (see **ROA.33** for initial letter from my Dr. indicating my physical limitations), with no family able to take me in, I will have no place to live if evicted, and will become homeless.

I feel that since they have nothing really to gain from evicting me, combined with my ability to pay rent, there is no reason for an eviction. I am requesting a "Stay of Eviction" that would remain in place, as long as I continue to make monthly rental payments."

October 27, 2022

Handwritten signature of Lisa M. Ray in cursive script.

Respectively submitted

Lisa Michelle Ray
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