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SC Court of Appeals

The State of South Carolina  
In The Court Of Appeals

Appeal from Greenville County  
In The Court of Common Pleas

Honorable G.D. Morgan Jr.  
Appellant Case No. 2022-001472

AHF Shemwood Crossing..... Respondent

V.

Erica Bradley.....Appellant

**Response to Petition for Writ of Ejectment Or For Remand To Magistrate Court AND Dismissal  
Of Appeal**

**Introduction & background**

This response arises out of a motion for ..... requested by respondent, AHF Shemwood Crossing (landlord) whom originally failed to give proper notification which is shown in Exhibit A , on April 25, 2022. The notice therein only gave 10 days to respond, but by law should have given 14 days. This letter stated they were terminating my lease for , and I quote “possession of drugs on property ” which is not true. This idea came about from an inaccurate police report. Also, in SC an incident report alone can not be utilized for evidence. On June 15, 2022 I attended magistrate court . I did in fact admit to an overdose, however I unintentionally overdosed on opiates according to my medical diagnosis shown in Exhibit B. Shemwood claimed my lease was being terminated because of “possession of drugs on property “ also shown in Exhibit A . This whole incident was a 911 emergency call for help , not an act of violence, but a simple call for help. The authorities did not search , nor find drugs in my home or on the property because the fact of the matter is there were never drugs on the property to begin with. AHF Shemwood Crossing terminated my lease under false pretenses. My child’s father” suggested” I may have overdosed on methamphetamines due to my drug history prior to rehab. Eddie Goldsmith was unsure what happened. I was not home that evening. I went to my uncle’s that evening, and while I was there I was given an Ibuprofen 800 mg from a friend of my cousin then not long after I went back home I started feeling bad . I remember being very nauseated. Exhibit C shows Shemwood falsely stated in circuit court records that I admitted to driving home. I never said anything about me driving. I have no driver’s license nor a car, & Shemwood has record of that. The rental office requires tenants to have their vehicles registered with the office. Also, I would never drive without a valid driver’s license, and again I have no vehicle. The judges notes from magistrate court also mentions nothing in regards to me driving or saying I drove home . They had to make that assumption because I’d never admit to something that is not true . Also , 9 days after I received the letter of my lease termination I received my recertification to come renew my lease along with a date for my recertification appointment. I reached out to Shemwood within those 9 days to prove my innocence to their alleged allegation for “possession of drugs on property ” however I never received any call back . I only received the recertification 9 days later so I did assume things were resolved. Then about a month or so later

I received an eviction. When I went to my appointment to for my recertification the lady in the rent office named "Veronica" said the office was closed, and I told her I had my recertification at 2 pm that day , and in return she went on about the lease termination paper I received prior to the recertification. I honestly thought the issue at hand was resolved when I received my recertification package. I was very confused. This entire process has been very confusing, and exhausting might I add. I have been a resident at this address since September 2018 with a minor issue here , and there, nothing serious. I am a good resident, and I do not cause any disturbances or have issues with law enforcement. The new staff have been abusing their authority since they were first hired by mistreating the residents. I can understand them wanting to change what is bad in the neighborhood, but to be hired , and immediately start putting good peaceful families out of their homes is just wrong. I have a fifteen year eviction free record prior to this wrongful eviction. Where is the justice ?

### **Argument**

In regards to the s.c. code Ann 27-40-800 setting forth the procedure which should be undertaken upon appeal of the eviction action. AHF shenwood Crossing put a letter on my door April 25th 2022. Stating I have breach my lease for the premises. The letter stated my lease was being terminated on April 28th 2022 the letter also stated my lease was being terminated due to me violating my lease by the possession of drugs on the property. Nine days later I received a lease recertification packet and was given a time to come to the office to renew my lease May 16th 2022 at 2:00 p.m. when I went to complete my lease at the office one of the landlords refused to renew my lease. And as HUD housing code of federal regulations CFR title 24966. 50-7 a owner of HUD housing may not refuse or decline to renew a lease. The owner May terminate the lease for alleged breach of lease. When the owner believes that the tenant has breach the least the landlord must send a tenant a written eviction notice that states the following.

(1) Specific reasons why the landlord is terminating the Tendency .

(2) the date that the lease will terminate.

(3) if the tenant remains in a unit the landlord may only evict by court procedures.

(4) the tenant has the right to present a defense to the eviction Court. So I receive the court eviction papers May 6th 2022 for me to attend summary Court May 16th 2022. I lost my case and then I filed a pill May 17th 2022. A bond hearing for rent was way because my rent was subsidized still to my knowledge so opposing cancer waved it. October 14th 2022 is when I receive a letter from the circuit Court saying the judgment was affirmed. I found another appeal because I respectfully disagree with the judgment due to him proper notice on behalf of shemwood Crossing staff. During the majority of the situation I never had a clear idea of what I was in violation of because I wasn't afforded the chance to address the issue. They would have learned the overdose was unintentional.