

INDEX

Order of December 12, 2019, Respondent’s Motion to evict denied case no.

2019 011010101959..... 4 - 5

Order of July 19, 2021, Plaintiff’s Request for Summary Judgment granted case

no. 2020-cv-1010100656.....6 - 9

Order of April 26, 2022, Appeal denied in Judge Dennis' case no., 2021-CP-10-

03684.....10 - 11

6 4 21 Court's invitation to file a countersuit in case no., 2020-cv-1010100656

.....12 - 13

6 7 21 Past emails from Respondent to Atty Billingsley re Respondent’s history of

bad faith practices read and submitted to the court in case no., 2019

011010101959 and forwarded to Judge Dennis’ court.....14 - 24

6 7 21 Appellant's affidavit case no., 2020-cv-1010100656.....25 - 27

6 8 21 Appellant's emails with atty regarding countersuit.....28 - 31

6 9 21 Appellant's emails with atty re Respondent's emails.....32 - 39

6 10 21 Appellant's request for summary judgement case 2020-cv-1010100656

..... 40 - 42

8 5 21 Appellant's sworn statement Case 2020-cv-1010100656.....	43 - 45
7 7 21 Appellant's request denied summary judgment case 2020-cv-1010100656	46 - 50
7 7 21 Appellant's notarized affidavit Case 2020-cv-1010100656.....	51 - 55 7
12 21 Appellant's denial of summary judgment Case 2020-cv-1010100656	56 - 58
7 30 21 Atty email sees nothing wrong with Plaintiff's proposed unlawful lease.....	59 - 69
8 11 21 Bond to Stay execution on Appeal Case 2020-cv-1010100656...	70 - 71
8 11 21 Appellant's filed notice of appeal 2020CV-10-10100656.....	72 - 78
8 30 21 Appellant's Affidavit Case #2020-cv-1010100656.....	79 - 81
4 20 22 Appellant's emails with atty after very brief hearing.....	82 - 94
5 2 22 Appellant's Bond to stay execution 2021-CP-10-03684.....	95
5 2 22 Attorney Billingsley's Motion to Withdraw as Counsel.....	96 - 97
5 6 22 Notice of Appeal in Case No. 2021-CP-10-03684.....	98 - 99
5 9 22 Email saying no WebEx recordings for case 2021-CP-10-03684....	101 - 103
5 12 22 Court has received your notice of appeal Case #2022-000622.....	104 - 105
5 31 22 Email from court clerk stating Judge Dennis' hearing is missing....	106 - 107

5 22 Brief of Appellant case #2022-000622 & Forms 7 & 14.....108 - 122 8
11 22 Bond to stay execution for case 2022-000622.....123 – 124

8 11 25 Notice of Civil Appeal.....125 - 132

10 12 22 Designation of Matter in case 2022-000622.....133 - 135

12 16 22 Initial Reply Brief to Respondent's Reply Brief #2022-000622..136 - 150

Proof of Service.....151

Certificate of Appellant

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

December 12, 2022 /s/Russell T. Crawford - Appellant

Russell T. Crawford
4683 West Montague Avenue
Lot 3
North Charleston, S. C. 29418
(843) 870-3240 russcrawfordsc@gmx.com

CIVIL CASE NUMBER
2019011010101959
STATE OF SOUTH CAROLINA
IN THE MAGISTRATE'S COURT COUNTY OF CHARLESTON

Shade Tree Park, LLC,

PLAINTIFF

vs.

Russell Crawford,

DEFENDANT.

ORDER OF
FINAL
DISPOSITION

The issues in this action were tried in the Magistrate Court before Judge Amy J. Mikell on December 11, 2019, after which the court took the matter under advisement to further review the testimony and documentary evidence submitted by the parties.

The court issues its verdict in favor of Defendant, Russell Crawford, on Plaintiffs Application for Ejectment based on alleged violations of the rental agreement by Defendant.

The grounds under which Plaintiff filed for eviction were: (1) Defendant's failure to follow the mobile home park rules; (2) Defendant's continued annoyance of other park residents; and (3) Defendant's prevention of park tree maintenance.

.Section 27-47-310 of the South Carolina Code Annotated (commonly known as the Manufactured Home Park Tenancy Act) requires the owner of a manufactured home park to provide to a resident a written lease agreement specifying, among other provisions, "regulations governing

residency which, if violated, may be cause for eviction." Section 27-47-530(A)(3) provides that an owner may evict a resident for "noncompliance with a provision of the rental agreement or park regulations and failure to remedy the violation within fourteen days after written notice by the owner." The parties testified that since purchasing the park several years ago, Plaintiff has not entered into a written lease agreement with Defendant containing any park rules or regulations. As such, Plaintiff has failed to meet his burden under section 27-47-310 and cannot seek eviction based on Defendant' s alleged breach of any purported park rules.

Section 27-47-530(A)(2) provides that an owner may evict a resident for "engaging in repeated conduct that interferes with the quiet enjoyment of the park by other residents." Plaintiff alleges that Defendant' s repeated written communications to park residents has interfered with their quiet enjoyment; however, Plaintiff failed to prove that Defendant's written communications had any effect on the quiet enjoyment of other park residents.

. Section 27-47-530(A)(5) provides that an owner may evict a resident for "noncompliance with a law or a provision in the rental agreement or park regulations affecting the health, safety, or welfare of other residents in the park or affecting the physical condition of the park." However, Plaintiff's failure to execute a written lease agreement specifying the rules and regulations for governance of the park prevents Plaintiff from seeking a remedy under this section.

For these reasons,it is ordered and adjudged that Plaintiffs Application for Ejectment is DENIED.

Dated: December19, 2019

your mobile home trailer, is being ended as of May 1, 2020." Both parties agree, and this court has previously ruled², that the Manufactured Home Park Tenancy Act, South Carolina Code of Laws Annotated (1976) section 2747-10, et seq. ("MHPTA"), applies to this tenancy.

¹ Jury trials were suspended by order of the Supreme Court of South Carolina due to the COVID-19 pandemic on April 3, 2020 and December 3, 2020. This case was scheduled for jury trial on July 15, 2021.

² Defendant consented to the hearing on Plaintiffs Motion for Summary Judgment being held on the eighth (8th) day after service, rather than the required ten (10) days after service, in order to facilitate a ruling on said motion prior to the jury trial date.

³ See Order of Final Disposition dated December 19, 2019 in Civil Case Number 2019CV1010101959, denying Plaintiff Shade Tree Park, LLC's Application for Ejectment against this Defendant filed on other grounds.

Plaintiffs Motion for Summary Judgment is based upon his issuance of the March 17, 2020 email containing a 30-day written notice to Defendant terminating the month-to-month tenancy effective May 1, 2020. The basis for Defendant's opposition to this motion rests in part upon the fact that the MHPTA does not enumerate end of lease term as a grounds for eviction in section 27-47-530. Defendant argues that the legislature's failure to include end of lease term as a specific ground for eviction indicates that the legislature did not intend a landlord to be able to terminate a tenancy based on end of lease term. However, section 27-47-530(A)(8) allows for an eviction based on any "other reason sufficient under common law." Moreover, section 27-47-110 states: "The provisions of the Residential Landlord Tenant Act in Chapter 40 of Title 27 shall apply to tenancies in manufactured home parks if such application is not inconsistent with or contrary to the provisions of this chapter." Section 27-40-770(b) of the Residential Landlord Tenant Act ("RLTA") provides that a "landlord or [a] tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days before the termination date specified in the notice." As section 27-47-110 applies the RLTA to tenancies in manufactured home parks to the extent that the RLTA is not inconsistent with or contrary to the MHPTA, the court finds as a matter of law that section 27-40-770(b) applies to this tenancy³ and that even when viewing these facts in the light most favorable to Defendant, there is no genuine issue of material fact that Plaintiff issued to Defendant, through the March 17, 2020 email, a written 30-day notice terminating the tenancy.

A second basis of Defendant's opposition to this motion rests on section 27-47-220 of the MHPTA, which states: "Every duty under this chapter and every act which must be performed as a condition precedent to the exercise of a right or remedy under this chapter imposes an obligation of good faith in its performances or enforcement." Defendant argues that certain emails from Plaintiff to Defendant during the course of the tenancy (which relate to numerous issues, including but not limited to potential rent increases) evidence bad faith on the part of Plaintiff in his motives for seeking an eviction based on end of tenancy.⁴ However, the MHPTA does not specify what remedy, if any, applies in instances where landlord acts in bad faith in seeking an eviction.⁵ This court finds, as a matter of law, that an absolute bar to eviction is not the appropriate remedy for any actions taken by Plaintiff that are alleged to be in bad faith and in violation of section 27-47-220.

For these reasons and as further set forth in the hearing on this motion, it is, therefore, ordered and adjudged that Plaintiff's Motion for Summary Judgment is granted. Plaintiff may seek the Writ of Ejectment on or after July 24, 2021 ⁶,

Dated: July 19, 2021



MAGISTRATE

⁴ In opposition to Plaintiff's Motion for Summary Judgment, Defendant renewed his arguments presented at the July 6, 2021 hearing in their entirety, which the court accepted.

⁵ See Defendant's Response to Plaintiff's Motion for Summary Judgment, 19.

⁶ Whether or not Plaintiff acted in bad faith, thereby violating his duty under section 27-47-220, is a matter of fact. However, it is a matter of law as to what remedy applies to any alleged breach of section 27-47-220. This court makes no findings of fact as to whether Plaintiff acted in bad faith.

⁷ The court issued its ruling on Plaintiff's Motion for Summary Judgment at the conclusion of the hearing on July 14, 2021

MAGISTRATE
IN THE COURT OF
COMMON PLEAS
) NINTH JUDICIAL
CIRCUIT COURT
) FILE NO.: 2021-CP-
10-03684

)
)

)
) **ORDER**
DENYING APPEAL

)
)
)
)
)

R. Markley Dennis
Matthew M. Billingsley
Pro Se

This matter comes before me from the Notice of Appeal filed by Appellant on August 11, 2021. The Magistrate’s Return was filed on September 16, 2021. Both parties appeared at the hearing as well as Appellant’s attorney.

Respondent is the owner of a mobile home park. Defendant has lived at the mobile home park at issue in this case for the past 32 years and on the current lot since 1998. Appellant owns his mobile home that was manufactured in 1975. Respondent filed an Application for Ejectment on July 15, 2020 based on end of term of occupancy or tenancy (end of lease term). Appellant filed a motion for summary judgment, which the Magistrate denied. Respondent filed his motion for

summary judgment, which the Magistrate heard on July 14, 2021, and granted as set out in a written order July 19, 2021. This appeal followed. After reviewing the return and oral argument at the April 19, 2022 hearing on this matter, Appellant's appeal of the Magistrate's order of summary judgment is denied. Upon further discussion at the hearing, Respondent indicated he did not object to Appellant having additional time prior to an ejectment. Accordingly, Appellant shall have 90 days from the date of the hearing before any writ of ejectment may proceed, with his obligation to pay rent as set at \$376.00 per month continuing during the 90 days.

This Court hereby orders that the appeal is denied, and the Magistrate shall not proceed with a writ of ejectment until 90 days from the hearing date of April 19, 2022, and Appellant shall continue to pay rent at \$376.00 per month during those 90 days.

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW



Charleston Common Pleas

Case Caption: Russell Crawford VS Raymond Babich

Case Number: 2021CP1003684

Type: Order/Judgment and Form 4

R. Markley Dennis Jr., 2060

R. Markley Dennis Jr., 2060

Electronically signed on 2022-04-26 13:32:14 page 3 of 3

6/4/21 9:37am

From: northarea1@charlestoncounty.org

To: Me

Cc: matthewbillingsley@sclegal.org

Re: Babich VS Crawford #2020CV1010100656 Counterclaim

Good Morning Mr., Crawford,

I apologize for giving you incorrect information this morning. You *may* file a counterclaim in regard to the above case. Please return to the court at your earliest convenience to file the counterclaim.

Renata Frasier

North Area 1 Magistrate Court

4045 Bridge View Drive

North Charleston, SC 29405 Telephone:
(843) 202-6610

Facsimile: (843) 202-6620

-----Original Message-----

From: Russell Crawford <russcrawfordsc@gmx.com>

To: northarea1 <northarea1@charlestoncounty.org>

Sent: Fri, Jun 4, 2021 11:01 am

Subject: Re: Babich VS Crawford #2020CV1010100656 Counterclaim

Your apology is accepted. The following is the basis of my claim. I would like to staple two printed copies to the form you give me. Or will I be required to write my suit on the document itself? Whatever makes it easier for you is fine with me.

Countersuit for case #2020 CV 0656 - Scheduled for bench jury trial on
July 12, 2021

1. Harassment through the numerous email threats I kept of his two successive punitive rent increases and multiple evictions attempts if I don't drop the lawsuit against the rear neighbor who, with the plaintiffs help, erected, just for spite, a 10 foot tall, 100 foot long, plastic noisy tarp fence right outside our bedroom windows in response to my kind letter offering useful gifts to help with control of their yelping dog.

These threatening and harassing emails have caused much me much unnecessary disturbance and stress in the life of this 71-year-old ailing minister who just wants to continue to live peaceably in his home which preserves thousands of books, music CD's, VHS tape recordings and DVDs of the best in television recordings over the decades as well as hundreds of rare and precious items obtained from countless flea markets and yard sales. These libraries form part of the basis of my ministerial activities.

2. Return from plaintiff of the court ordered punitive rent increases he received from me, totaling \$651 dollars. \$51 a month from 9/20 to 7/21.
3. Return to previous lot rent payment of \$325 per month like the other single lot renters in the park.
4. Reimbursement for attorney fees I will return later.

-----Original Message-----

From: Russell T Crawford <russcrawfordsc@gmx.com>

Sent: Tuesday, June 7, 2022 4:42 PM

To: Matthew Billingsley <matthewbillingsley@sclegal.org>

Subject: Legal Representation

Matthew;

I believe I forwarded all the below dated emails to you. Please print out the 19 emails I forwarded to you already and place them in chronological order. On this page I have included the lines from what dated email that will paint an accurate picture of the situation I find myself in for, first, not accepting unnecessary noise from nearby dance club owner, and then objecting to a 10 foot tall, noisy plastic tarp, right outside my and my neighbors East facing bedroom windows, just because I am defending myself against lawless injustice.

Email sent to Mr. Babich on 9/6/18 ...**I do not like being disturbed.**

Emails received by Mr. Babich.

June 1, 2019

...I used to be idealistic Now can you tell me why when space rent at a fully occupied crowded park next to us is charging the market rate of \$295, Do I ever get someone saying

Ray thats cool of you not charging market rent? No because no good deed goes unpunished.

So being tired of people who dont appreciate it , hate me even, can you explain why am I

so stupid stupid stupid to give a everyone a break on the monthly rent when they have a

low opinion of me and my rules? Can you try to answer that? The answer is to not be a

schmaltz, run the business , raise rents and then they can have a low opinion of me at 50 or

70 dollars a month more space rent So expect rent increases....The penalty can go to eviction if you harass neighbors...

June 4, 2019

...I do not have the ability to make the park achieve the level of quiet you request I recommend you move your unit to another location There is a bare pc of land right up the street to your left as you leave the park asking 50,000 but they may take much less, it had a trailer on it previously You would have absolutely no park rules... (This is a polite request followed by his real intentions.)

Later that same day:

...But when tenants have such a dim view of me and "my" rules, it makes no sense to give a residents a break from market rate especially when most parks are at capacity and charge much more with way more rules My friends park rules are 5 pages long in fine print, he has all bases covered including no working on cars I'm sure his insurance company likes that And the good tenants probably are glad every rule is there So rents will go up with discounts for saving me time including dealing with issues...

...I need to find out for myself, and get it interpreted (Spanish letter to Mayor I gave to my three young Latino next door neighbor who live closer to the noise than I do but are too afraid to side with me, when they know Mr. Babich is against me)and there will be a cost to that And a cost to causing problems More importantly the rental cost has to be high enough to

DISCOURAGE future problems.

August 2, 2019

This is relating to the rent increase. It will be minor in my eyes because further hostile activity by you will involve much higher rent increases until your activity changes. I have no problem adding another hundred per month to the one coming, so please dont force the issue.

...There may be further rent increases, which I have a history of doing when a tenant refuses to change the activity that caused the increase. You probably know better than I if you will get more increases. A case in point follows. You must stop annoying the next door neighbors at 4675 Montague. (First reference to 4675.)

...You have to pay for that with future rent increases if you don't stop annoying other people.
(4675 2nd reference.)

...Further hostile acts can result in eviction. I intend to ask the police department if your repeated calling activity could ever have an impact on them responding to a real emergency at this address. If the answer is yes, I have a hard decision to make regarding how to stop you from doing it. (Now he is siding with the impotent police department who quiet the noise but in 30 months of reporting the same crime over 250 times and have never issued a warning to the dance hall owner.)

August 3, 2020

As of November 2019 your rent will be at \$275 plus water plus sewer and continue at that price until further notice So your typical bill at current water usage is going to be \$313 If a reason appears where the rent will have to be increased again before November, I reserve the right to raise it further.

August 17, 2020

... You received this warning, and then it appears you called city officials regarding their fence line. I first demand that you immediately cease annoying neighbors in the trailer park and the neighbor at 4675.(3) I have absolutely no problem raising your rent to \$300 plus water and if that does not fix the situation, maybe 350 or 400 will. You need to understand there are limits to what you can get away with at the detriment of your neighbors.

I again urge you to consider moving to a rural area where the problems you have with neighbors will not occur.

If I have to force the issue to 500 a month or eviction, I will, and I have done so in the past when I cannot reason with people.

...This is your final warning. Do not annoy any neighbor. Talk to me first.

November 19, 2019

Yesterday I sent an email showing I requested and you said both verbally and in writing you will comply with not involving 4675 (4) next door in your activities and writings... (Merely objecting through a lawsuit for my freedom to see a sunrise and not be forced to hearing plastic flapping.)

I also made a new park rule that I have to see and approve any writings handed out to park residents that might be of a threatening or negative manner You know why this rule had to be made In the rain you stated to me you are good at following rules and have no problem with rules If people do not follow rules at the detriment of the business, I have to take action to ensure it never happens again

November 24, 2019

Any action you took that you think I might have not been happy about,(4675 (5 references) starting from Oct 20th to date, i am asking you to explain why you think you were justified despite my warnings.

(Explain why I filed a lawsuit against the barrier builder? I am defending myself from a bully through the legally approved method. How could I expect anyone to respect me if I didn't stand up to the bullies in my life? How could I respect myself?)

...I will give you another two days to tell me what you did, and why Either upi felt it was justified or some explanation of anger, mental anguish, etc that caused you to do it (Initiated a lawsuit and wrote to tell them so) In two days I will decide what to do with your rent It will be

going up I do not need the money, but you need to know certain of your actions do not go without consequences.

=

Later, that same day:

If you leave the 4675 (6) neighbor alone, (i.e. drop the civil court case with a jury trial) he may forget all about you in time People sometimes cause problems but they dont care Thus trailer park enforcement via rules and evictions.

...Bear in mind you may find if you annoy a neighbor they sometimes might literally assault you! (A not-so veiled threat.)

...Before you annoy a neighbor talk to me first Consider if you may have medication causing you to get angry at others and angry at neighborhood noise Before you annoy a neighbor talk to me first.

You are pushing it too far Mr Crawford For good reason I did not disclose to you that I may have a business relationship with 4675 (7) in the future that you are jeopardizing I will not say more about this but understand why your actions *must be stopped*.

...Thus its better to keep my insurance from getting dropped by sometimes evicting one resident who causes conflict Prevention You call it oppression.

November 29, 2019

Once again I will remind you not to, in any way annoy the neighbors at 4675 W Montague (8)

Consider this your final warning on this matter before eviction I will be raising your rent to \$300.00 and will give you notice I will raise it again or start eviction if I find out that you did not follow the demands stated above.

...When you are evicted, understand that I decide if I want to allow another tenant to rent your unit I will not allow it It is my land not yours, my decision.

...There is a procedure wherein your trailer will be removed or it will be sold to the highest bidder Unless I hear an immediate apology from you I will proceed with incurring legal costs from this point which you will be responsible for paying-

November 30, 2019

...I told you I would be raising your rent to \$300 per month but after receipt of your cease letter, I decided on the official notice rent increase amount to be \$325

I don't want to evict you but your cease letter indicates it is time to do so Its not worth getting litigious with a tenant, when it deteriorates to that all my park owner friends tell me to just evict and remove the trailer from the park I may be willing to negotiate a price to buy your trailer minus the legal costs It may be possible it cannot be relocated in Charleston County due to its age Maybe start looking at your options and Wind Zone rules as I process the eviction.

Later, that day.

your rent for February and beyond will be 325 plus 17 plus 34 minimum water and sewer equals \$376 I sent you notice previously via email seperately,

February 10, 2020 **you did not reply that you actually received my last email. I told you I lost a check of yours that you needed to do a stop payment on. For that inconvenience I will accept your last rental payment for the full month of February 2020 as payment in full.** (I'm not sure I know what he's talking about, but I think I was swindled, financially punished for not replying to his harassing email.)

...For now I have not ended your tenancy for my own reasons. Do not necessarily count on that in the future. Your rent payments do not not mean much to me if it involves aggravation
(to the wall building neighbor.)

February 14, 2020

I am sending THIS EXACT NOTE to both parties in the argument

For party at 4675, (9) Under certain conditions I am ready to pay up to \$50000 for fencing product equal match spent between 4675 (10) and me...

...Perhaps we (neighbor) can ask the city for a mutual owner agreed variance to get something real high, like 12 feet high in the contentious area around trailer 4.(I'm trailer #3) ...Crawford

does not realize that though a suit was filed recently, something changed today, Friday, that makes me more alarmed I know better than to go into detail about 4675 (11) may not know...

March 13, 2020

Mr Crawford,

This is notice that your tenancy, including both you and your mobile home trailer, is being ended as of May 1, 2020

Later, that same day.

...I set the rent amount not the tenant, *within legal constraints.*

...In the event that you are forced out, which is of course up to the courts not me, I need you to understand something you may not be aware of. A 35 year old trailer can stink. Yours is not unique. So if a nice family wants to rent some trailer and they open the door and they smell stink, they wont rent.

...I say this because I suggest considering you remove your carpet and padding to attempt to eliminate any stink. Will it work ? I don't know. But you know I cannot rentand so cannot offer money for a stinky trailer.

July 27, 2020

Even if you called and said you would pay it, you and I know that you will not change certain things you do (Like drop the lawsuit against 4675, (12)]

August 22, 2020

...I want you to stop interfering with other people (like suing the barrier builder at 4675 (13))
and to give up the notion that you can decide what your rent is. If you did that I might
consider a reconciliation, with the caveat that any annoying me or the neighbors will send us
right back into court, and/or a further raising of rent.

...But you made significant argument of my discriminatory rent increases to the Judge! Do
you think she is that stupid? So again you made me waste an hour. So If you can convince
me your shenanigans will stop, maybe we can talk. Or just leave, good riddens.

April 21, 2021

...I can raise the rent to any amount any time for my own business purposes. Do you
understand that?

Not to be spiteful, but you really hurt me in a way you do not understand with a neighbor you
trashed (I made no accusations in my four letter to 4675 (14)) **and attacked who was very**
important business wise to me.

Bad. Bad.

I am not trying to take advantage of you. if you want to be the tough guy, OK. Never
wanted it to be this way for you. I would never evict someone who sat down and
hashed out what was wrong. (i.e. obeyed your every demand.)

I would never evict someone who sat down and hashed out what was wrong. You have many very good attributes, and for many years I really liked you . but you have your dark side.... as we both know.

(Dark side?, what evidence is there of any dark side to me? Because I stick up for myself when I believe my freedoms are being unnecessarily encroached upon? Everything I've done and said has been legal, honest and honorable. I will always stand whenever a dance hall business owner thinks he can disturb my sleep and not protest? Did you think I would not legally object to the construction of a 10-foot tall 100 foot wide plastic fence keeping my neighbor and me from ever being able to see another sunrise, or rest comfortably on rainy or windy nights. You would have a right to consider me as a coward if I did not.) I hope this will make your presentation of the case easier.

December 11, 2020

Excerpts from Judge Mikell's ruling on December 11, 2019 Civil case number 2019CV1010101959 against Ray Babich.

...The parties testified that since purchasing the park several years ago, Plaintiff has not entered into a written lease agreement with Defendant containing any park rules or regulations.

...Plaintiff failed to prove that Defendant's written communications had any effect on the quiet enjoyment of other park residents.

...Plaintiff's failure to execute a written lease agreement specifying the rules and regulations for governance of the park prevents Plaintiff from seeking a remedy under this section.

STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE COURT
)	
COUNTY OF CHARLESTON	)	CASE NO.: 2020-cv-1010100656
)	
Raymond Babich,)	
)	
)	
)	
Plaintiff,)	
)	
v.	)	AFFIDAVIT OF
	)	RUSSELL T. CRAWFORD Russell
T. Crawford,)	
)	
Defendant.)	
_____)	

PERSONALLY APPEARED BEFORE ME the undersigned who being duly sworn states as follows:

1. My name is Russell T. Crawford, and I am the Defendant in this action. I am a 71year-old, retired postal worker since 2005, who has served as a non-denominational Christian minister for the past 50 years. My ministry is conducted on a website on the Internet.

2. I was forced to retire by my doctor, (Durst) who said my MRI said I have deteriorating disc disease. I also am insulin dependent, suffer from diabetic nerve pain in my hands, legs and feet. I am being treated for a heart condition, hyper-tension, pancreatitis, Osteoarthritis and insomnia. I am old, frail and weak, without family or friends in the area who could assist me. I exist in the midst of hardship.

3. I moved into the mobile home park 1988 by purchasing the unit on Lot 9 and resided there peaceably for over a decade. I purchased and moved into unit 3 (close to the front of the park) in 1998 and gave my former unit to a middle aged, homeless schoolteacher.

4. When Mr. Babich first appeared around 2016, I befriended him with suggestions and ideas of how to help improve the conditions in the park. Our relationship soured after he refused to help me combat the near nightly amplified, subsonic, bass sounds coming from a dance hall 365 feet away from my home.

5. The house behind mine moved in early 2019. One Friday at 9 am, I heard a dog in their yard yelping and screaming loudly over several hours until I could hear someone release him from his chain after 12 pm. At 10:30 am I walked to their home to offer my assistance. No one answered and no cars were in the driveway. I went home and wrote them a very nice letter offering assistance. Their response, with Mr. Babich's assistance was to erect a 10+ foot, 100-foot-long barrier, made of noisy plastic tarp.

6. I attempted to defend myself by researching the laws regarding fences and then filing a lawsuit to have the barrier modified to a more moderate height, while Mr. Babich stated his desire to work with his neighbor friend to construct an even taller fence. When Mr. Babich first learned I was calling the Zoning Department asking to send out an inspector of the fence and assess its legality, he started sending repeated threatening emails of raising the rent and/or eviction if I do not drop my protestations.

7. I am attaching emails between me and Mr. Babich for context and showing his motivation for wanting to evict me. The emails spell out exactly what his motives are to evict me. I have done renovations to my mobile home and as such he stands to gain the most modern, best looking unit in the park.

8. In his first attempt to evict me in December 2019 for cause, Mr. Babitch was not successful. I believe that Mr. Babich brings this eviction in bad faith. The results of an eviction for me are losing my home. It cannot be moved in Charleston County and surrounding counties. I am not certain a mobile home mover would move it even if I could get a permit to do so, not to mention the cost of moving. I fear losing my home through this eviction without any just cause.

Russell T. Crawford

Sworn to before me this ____ day of July, 2021.

Notary Public for South Carolina

My Commission expires: _____

> -----Original Message-----

> From: Russell Crawford <russcrawfordsc@gmx.com>

> Sent: Monday, May 24, 2021 5:32 PM

> To: Matthew Billingsley <matthewbillingsley@sclegal.org>

> Subject: Re: Counter-suit

>

> The document submitted (I sent you a copy) can be proven to be a forgery as I purchased the home in December 1999, and not March 1, 1996, and the document is unsigned. Can he be required to offer me a standard mobile home lease agreement? >

> On 5/24/2021 5:28 PM, Matthew Billingsley wrote:

>> The main argument is based on the law that does not list end of lease term as a grounds. Unjust enrichment is really separate as it could result in damages but may not stop an eviction. The letter of the law is the main argument for the motions. The unjust result will certainly illustrate the issues with these types of evictions.

>>

>> -----Original Message-----

>> From: Russell Crawford <russcrawfordsc@gmx.com>

>> Sent: Monday, May 24, 2021 5:07 PM

>> To: Matthew Billingsley <matthewbillingsley@sclegal.org>

>> Subject: Re: Counter-suit

>>

>> The summary judgment is for us to argue that he cannot evict for end of lease term in a mobile home park, because in this case, that would result in 'Unjust Enrichment', on the part of the petitioner as the home is physically unable to be re-located. >>

>> On 5/24/2021 5:00 PM, Matthew Billingsley wrote:

>>> The summary judgment is for us to argue that he cannot evict for end of lease term in a mobile home park. His motion would be to say that he can do that. I know you are upset by and focus on his rent increases but those do not swing the case one way or the other as far as the remedy of eviction based on end of lease term.

>>>

>>> -----Original Message-----

>>> From: Russell Crawford <russcrawfordsc@gmx.com>

>>> Sent: Monday, May 24, 2021 4:58 PM

>>> To: Matthew Billingsley <matthewbillingsley@sclegal.org>

>>> Subject: Re: Counter-suit

>>>

>>> Thank you for the quick reply. How can the judge make a summary judgement when we have so much damning evidence available? If I were his defense team, I would want to drop the case and never attempt it again. The court made a copy of all the emails I read in court during the first eviction case that he lost. He went right home and sent me an email raising the rent the following month when the previous month, November, had already seen a rent increase he ordered for everyone six months earlier.

>>>

>>> On 5/24/2021 4:51 PM, Matthew Billingsley wrote:

>>>> The issue of what the judge ordered to be the rent pending the jury trial is something we could likely review in a motion. That is a decision up to the judge in jury trial. The amount of rent is usually agreed upon but due to the changes and month to month nature of the case makes it a little different. Disputes for the amount of ongoing rent get resolved by the

magistrate, so if she left that door open to review then we could ask for it to be reviewed. There is no discovery in magistrate court so we may not be able to force him to bring all of his business records and receipts to trial. However, we would question him about it and his emails admit that he raises the rent as a type of retaliation. The focus for now is the info and motion related to summary judgment.

>>>>

>>>> Matthew M. Billingsley

>>>> Housing Lead Attorney

>>>> South Carolina Legal Services

>>>> 2803 Carner Avenue

>>>> North Charleston, SC 29405

>>>> 843-266-2174

>>>>

>>>> -----Original Message-----

>>>> From: Russell Crawford <russcrawfordsc@gmx.com>

>>>> Sent: Monday, May 24, 2021 4:44 PM

>>>> To: Matthew Billingsley <matthewbillingsley@sclegal.org>

>>>> Subject: Counter-suit

>>>>

>>>> Am I required to go to the courthouse and swear out a complaint form. Do you know what form I need to fill out, and is there anything you can do to assist me? Simple explanations will do. The defendant will need to know to bring his business records and receipts to court. His

receipts from other single lot renters will prove he has been gouging me, to teach me a lesson, or so he said in repeated emails to me. The amount I'm seeking is the \$51 surcharge from September 2020 until court date in July 2021 which is eleven months, which totals \$561.00. What do you think? Am I to be expected to continue to allow this thief to legally and financially defraud me on a monthly basis, so we don't offend the judge with the implied criticism, she did not examine the evidence of both sides, as was stated in the decision document, when we summarily agreed to the increase, telling me I can apply for a refund later? I have an audio copy of the teleconferenced hearing. If you think I should continue to pay, then tell me now so I can begin looking for a lawyer who is more optimistic about our chances of winning in this case.

>>>> After all, you have an overabundance of email evidence to prove his intent about everything he did and continues to do! No Unjust Enrichment is our Battle Cry! Is it not?

Original Message-----

From: Russell Crawford <russcrawfordsc@gmx.com>

Sent: Wednesday, June 9, 2021 9:55 AM

To: Matthew Billingsley <matthewbillingsley@sclegal.org>

Subject: Re: Countersuit

Matthew;

I believe I forwarded all the below dated emails to you. Please print out the 19 emails I forwarded to you already and place them in chronological order. On this page I have included the lines from what dated email that will paint an accurate picture of the situation I find myself in for, first, not accepting unnecessary noise from the nearby dance club owner, and then objecting to a 10 foot tall, noisy plastic tarp, erected right outside my and my neighbors East facing bedroom windows, just because I am defending myself against lawless injustice.

Email sent to Mr. Babich on 9/6/18 ...I do not like being disturbed.

Emails received from Mr. Babich.

June 1, 2019

...I used to be idealistic Now can you tell me why when space rent at a fully occupied crowded park next to us is charging the market rate of \$295, Do I ever get someone saying Ray that's cool of you not charging market rent? No because no good deed goes unpunished.

So being tired of people who don't appreciate it , hate me even, can you explain why am I so stupid stupid stupid to give a everyone a break on the monthly rent when they have a low opinion of me and my rules? Can you try to answer that? The answer is to not be a schmaltz, run the business , raise rents and then they can have a low opinion of me at 50 or 70 dollars a month more .space rent So expect rent increases....The penalty can go to eviction if you harass neighbors...

June 4, 2019

...I do not have the ability to make the park achieve the level of quiet you request
I recommend you move your unit to another
location.

There is a bare pc of land right up the street to your left as you leave the park asking
50,000 but they may take much less, it had a trailer on it previously You would have
absolutely no park rules... (This is a polite request followed by his real intentions.)

Later that same day:

...But when tenants have such a dim view of me and "my" rules, it makes no sense to give
a residents a break from market rate especially when most parks are at capacity and
charge much more with way more rules My friends park rules are 5 pages long in fine
print, he has all bases covered including no working on cars I'm sure his insurance
company likes that And the good tenants probably are glad every rule is there So rents
will go up with discounts for saving me time including dealing with issues...

...I need to find out for myself, and get it interpreted (Spanish letter to Mayor I gave to
my three young Latino next door neighbor who live closer to the noise than I do but
are too afraid to side with me, when they know Mr. Babich is against me)and there
will be a cost to that And a cost to causing problems More importantly the rental cost
has to be high enough to DISCOURAGE future problems.

August 2, 2019

This is relating to the rent increase will be minor in my eyes because further hostile activity by you will involve much higher rent increases until your activity changes. I have no problem adding another hundred per month to the one coming. so please don't force the issue.

...There may be further rent increases. which I have a history of doing when a tenant refuses to change the activity that caused the increase. You probably know better than I if you will get more increases. A case in point follows. You must stop annoying the next door neighbors at 4675 Montague. (First reference to 4675.)

...You have to pay for that with future rent increases if you don't stop annoying other people. (4675 2nd reference.)

...Further hostile acts can result in eviction. I intend to ask the police department if your repeated calling activity could ever have an impact on them responding to a real emergency at this address. If the answer is yes. I have a hard decision to make regarding how to stop you from doing it. (Now he is siding with the impotent police department who quiet the noise but in 30 months of reporting the same crime over 250 times and have never issued a warning to the dance hall owner.)

August 3, 2019

As of November 2019 your rent will be at \$275 plus water plus sewer and continue at that price until further notice So your typical bill at current water usage is going to be \$313 If a reason appears where the rent will have to be increased again before November, I reserve the right to raise it further.

August 17, 2019

You received this warning, and then it appears you called city officials regarding their fence line. I first demand that you immediately cease annoying neighbors in the trailer park and the neighbor at 4675.(3) I have absolutely no problem raising your rent to \$300 plus water and if that does not fix the situation, maybe 350 or 400 will. You need to understand there are limits to what you can get away with at the detriment of your neighbors.

I again urge you to consider moving to a rural area where the problems you have with neighbors will not occur.

If I have to force the issue to 500 a month or eviction. I will. and I have done so in the past when I cannot reason with people.

..This is your final warning. Do not annoy any neighbor. Talk to me first.

November 19, 2019

Yesterday I sent an email showing I requested and you said both verbally and in writing you will comply with not involving 4675 (4) next door in your activities and writings...

(Merely objecting through a lawsuit for my freedom to see a sunrise and not be forced to hearing plastic flapping.)

I also made a new park rule that I have to see and approve any writings handed out to park residents that might be of a threatening or negative manner You know why this rule had to be made In the rain you stated to me you are good at following rules and have no problem with rules If people do not follow rules at the detriment of the business, I have to take action to ensure it never happens again

November 24, 2019

Any action you took that you think I might have not been happy about.(4675 (5th reference) starting from Oct 20th to date, i am asking you to explain why you think you were justified despite my warnings.

(Explain why I filed a lawsuit against the barrier builder? I am defending myself from a bully through the legally approved method. How could I expect anyone to respect me if I didn't stand up to the bullies in my life?

How could I respect myself?)

...I will give you another two days to tell me what you did, and why Either you felt it was justified or some explanation of anger, mental anguish, etc. that caused you to do it (Initiated a lawsuit and wrote to tell them so) In two days I will decide

what to do with your rent It will be going up I do not need the money, but you need to know certain of your actions do not go without consequences.

Later, that same day:

If you leave the 4675 (6) neighbors alone, (i.e. drop the civil court case with a jury trial) he may forget all about you in time People sometimes cause problems but they don't care Thus trailer park enforcement via rules and evictions.

...Bear in mind you may find if you annoy a neighbor, they sometimes might literally assault you! not-so veiled threat.)

...Before you annoy a neighbor talk to me first Consider if you may have medication causing you to get angry at others and angry at neighborhood noise Before you annoy a neighbor talk to me first.

You are pushing it too far Mr. Crawford For good reason I did not disclose to you that I may have a business relationship with 4675 (7) in the future that you are jeopardizing I will not say more about this but understand why your actions must be stopped.

...Thus it's better to keep my insurance from getting dropped by sometimes evicting one resident who causes conflict Prevention You call it oppression.

November 29, 2019

Once again I will remind you not to, in any way annoy the neighbors at 4675 W Montague (8) Consider this your final warning on this matter before eviction I will be raising your rent to \$300.00 and will give you notice I will raise it again or start eviction if I find out that you did not follow the demands stated above.

...When you are evicted, understand that I decide if I want to allow another tenant to rent your unit I will not allow it It is my land not yours, my decision.

...There is a procedure wherein your trailer will be removed, or it will be sold to the highest bidder Unless I hear an immediate apology from you I will proceed with incurring legal costs from this point which you will be responsible for paying-

November 30, 2019

...I told you I would be raising your rent to \$300 per month but after receipt of your cease letter, I decided on the official notice rent increase amount to be \$325

I don't want to evict you but your cease letter indicates it is time to do so Its not worth getting litigious with a tenant, when it deteriorates to that all my park owner friends tell me to just evict and remove the trailer from the park I may be willing to negotiate a price to buy your trailer minus the legal costs It may be possible it cannot be relocated in Charleston County due to its age Maybe start looking at your options and Wind Zone rules as I process the eviction.

Later, that day.

your rent for February and beyond will be 325 plus 17 plus 34 minimum water and sewer equals \$376.

I sent you notice previously via email separately.

I appeared before Judge Amy Mikell on an eviction case against me on December 17, 2019 (Civil case #2019CV1010101959.)

The court upheld my right to remain. Magistrate Mikell then suggested to Mr. Babich that he try again using the 30-day written notice to end my tenancy.

TO: PLAINTIFF

Please take notice that the Defendant, by and through his undersigned counsel, will move before the presiding Judge at a time that is mutually convenient to the parties for an order granting summary judgment in his favor. This motion is made upon the following grounds and the grounds stated in the affidavit attached hereto:

1. Plaintiff filed this action on July 15, 2020 alleging that Defendant's lease has ended. Plaintiff further acknowledges that the tenancy is for the rental of a lot located in a mobile home park. Plaintiff is the owner of that mobile home park.
2. Defendant has lived at the property at issue in this case for the past 32 years. Defendant owns his mobile home manufactured in 1975. In order to get a permit to move a mobile home, it must be wind zone II certified. Mobile home manufactured before 1976 are not rated for wind zones. Therefore, no permit can be obtained to move Defendant's mobile home.
3. This tenancy is subject to the Manufactured Home Park Tenancy Act, hereinafter MHPTA. S.C. Code §27-47-530 sets out the grounds for an eviction of a mobile home from a lot such as in this case. It lists the reasons an owner may evict a resident. Absent from this list is the end of lease term. The statute also gives 20 days after eviction for the home to be moved prior to the owner proceeding with a sale of the mobile home.
4. S.C. Code §27-47-20 describes the purpose of the MHPTA. The purpose and policy is to clarify the law, rights, and obligations of the owner and tenant, and it is to be applied to promote the statutes purpose and policy.
5. S.C. Code §27-47-440 sets out the right of a mobile home park owner to approve someone purchasing a mobile home located within the park. However, the owner cannot

unreasonably withhold his approval. S.C. Code §27-47-220 imposes a duty of good faith in any duty or act under the MHPTA for owners and tenants.

6. Plaintiff's request for an eviction cannot be granted as a matter of law. The MHPTA does not list end of lease term as a ground allowed for eviction. Although it lists a general provision for "other reason sufficient under common law," this provision must be construed to promote the policy of clarifying the law related to these tenancies. S.C. Code §27-47-530 (A) (8). Reading that provision in a broad manner to include end of lease term would frustrate the purpose of the MHPTA and is not in line with the intent of the MHPTA.
7. Allowing an eviction based on end of the lease term would render S.C. Code §27-47-440 useless. A tenant with a month-to-month lease could sell a mobile home to another with the reluctant approval of the mobile home park owner. The new buyer could then be immediately given a notice of end of the lease term in 30 days requiring the home to be moved. This goes against the intent and purpose of the statute.
8. The MHPTA set out in Chapter 47 of title 27 came to be after the Residential Landlord Tenant Act (RLTA) in Chapter 40 and the ejection of tenants set out in Chapter 37. S.C. Code §27-37-10 specifically sets out three reasons a tenant can generally be evicted. The MHPTA came out much later and is specific to situations such as this case. It specifically does not list end of the lease term. The legislature clearly knew and could have listed end of the lease term as a reason for eviction if they intended that to be available to owners. Included in the MHPTA is failure to pay rent and lease violations, both of which are also listed in S.C. Code §27-37-10.
9. The results in allowing an eviction based on the end of lease term for this type of case are that the Defendant would lose his home of 32 years. Plaintiff would be unjustly enriched

as it is unlikely that a sale of the mobile home through a court sanctioned auction would result in a sale of someone other than Plaintiff. Even if it did, Plaintiff could simply start the same process over by ending that lease term with 30 days' notice and the new owner being unable to move the home and an inevitable sale. Reading this type of eviction into the MHPTA allows Plaintiff to take Defendant's mobile home as his own. Attached is an email sent by Plaintiff to the Defendant implying he would be renting out Defendant's mobile home after an eviction. Whatever Plaintiff's intentions are it is clear he understands the circumstances that the mobile home cannot be moved.

THEREFORE, defendant respectfully requests that this Honorable Court enter summary judgment in his favor, dismiss the eviction and grant her such other and further relief as the Court deems just and proper.

Respectfully Submitted,

SOUTH CAROLINA LEGAL SERVICES

June 10, 2021

Mathew M. Billingsley

North Charleston, SC

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Attorney for the Defendant

STATE OF SOUTH CAROLINA)	IN THE MAGISTRATE COURT
)	
COUNTY OF CHARLESTON)	CASE NO.: 2020-cv-1010100656
)	
Raymond Babitch,)	
)	
)	
)	
Plaintiff,)	
)	
v.)	AFFIDAVIT OF
)	RUSSELL T. CRAWFORD Russell
T. Crawford,)	
)	
)	
Defendant.)	
_____)	

PERSONALLY APPEARED BEFORE ME the undersigned who being duly sworn states as follows:

1. My name is Russell T. Crawford, and I am the Defendant in this action. I am a 71year-old, retired postal worker since 2005, who has served as a non-denominational Christian minister for the past 50 years. My ministry is conducted on a website on the Internet.

2. I was forced to retire by my doctor, (Durst) who said my MRI said I have deteriorating disc disease. I also am insulin dependent, suffer from diabetic nerve pain in my hands, legs and feet. I am being treated for a heart condition, hyper-tension, pancreatitis, Osteoarthritis and insomnia. I am old, frail and weak, without family or friends in the area who could assist me. I exist in the midst of hardship.

3. I moved into the mobile home park 1988 by purchasing the unit on Lot 9 and resided there peaceably for over a decade. I purchased and moved into unit 3 (close to the front of the park) in 1998 and gave my former unit to a middle aged, homeless schoolteacher.

4. When Mr. Babich first appeared around 2016, I befriended him with suggestions and ideas of how to help improve the conditions in the park. Our relationship soured after he refused to help me combat the near nightly amplified, subsonic, bass sounds coming from a dance hall 365 feet away from my home.

5. The house behind mine moved in early 2019. One Friday at 9 am, I heard a dog in their yard yelping and screaming loudly over several hours until I could hear someone release him from his chain after 12 pm. At 10:30 am I walked to their home to offer my assistance. No one answered and no cars were in the driveway. I went home and wrote them a very nice letter offering assistance. Their response, with Mr. Babich's assistance was to erect a 10+ foot tall, 100-footlong barrier, made of noisy plastic tarp.

6. I attempted to defend myself by researching the laws regarding fences and then filing a lawsuit to have the barrier modified to a more moderate height, while Mr. Babich stated his desire to work with his neighbor friend to construct an even taller fence. When Mr. Babich first learned I was calling the Zoning Department asking to send out an inspector of the fence and assess its legality, he started sending repeated threatening emails of raising the rent and/or eviction if I do not drop my protestations.

7. I am attaching emails between me and Mr. Babich for context and showing his motivation for wanting to evict me. The emails spell out exactly what his motives are to evict me. I have done renovations to my mobile home and as such he stands to gain the most modern,

bestlooking unit in the park. I believe he is trying to please my neighbor and possibly possess my home by doing this eviction.

8. In his first attempt to evict me in December 2019 for cause, Mr. Babitch was not successful. I believe that Mr. Babitch brings this eviction in bad faith. The results of an eviction for me are losing my home. It cannot be moved in Charleston County and surrounding counties. I am not certain a mobile home mover would move it even if I could get a permit to do so, not to mention the cost of moving. I fear losing my home through this eviction, as it will result in the enrichment of the Plaintiff and leave me without a home, without any just cause.

Russell T. Crawford

Sworn to before me this ____ day of July, 2021.

Notary Public for South Carolina
My Commission expires: _____

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON**

Raymond Babitch

Plaintiff,

vs

Russell T. Crawford

Defendant(s).

**CIVIL CASE NUMBER 2020-cv-1010100656
IN THE MAGISTRATE'S COURT**

TO: PLAINTIFF Submitted by Matthew Billingsley, attorney for the Defendant

Please take notice that the Defendant, by and through his undersigned counsel, responds to the Plaintiff's motion for summary judgment as follows:

1. Plaintiff filed this action on July 15, 2020 alleging that Defendant's lease has ended. Plaintiff further acknowledges that the tenancy is for the rental of a lot located in a mobile home park. Plaintiff is the owner of that mobile home park.
2. In order to get a permit to move a mobile home, it must be wind zone II certified. Mobile home manufactured before 1976 are not rated for wind zone II. Therefore, no permit can be obtained to move Defendant's mobile home at minimum in Charleston and the surrounding counties.
3. This tenancy is subject to the Manufactured Home Park Tenancy Act, hereinafter MHPTA. S.C. Code §27-47-530 sets out the grounds for an eviction of a mobile home from a lot such as in this case. Absent from this list is the end of lease term.

4. S.C. Code §27-47-20 describes the purpose of the MHPTA. The purpose and policy is to clarify the law, rights, and obligations of the owner and tenant, and it is to be applied to promote the statutes purpose and policy.
5. S.C. Code §27-47-440 sets out the right of a mobile home park owner to approve someone purchasing a mobile home located within the park. However, the owner cannot unreasonably withhold his approval. S.C. Code §27-47-220 imposes a duty of good faith in any duty or act under the MHPTA for owners and tenants.
6. Plaintiff's request for summary judgment for an eviction cannot be granted as a matter of law. The MHPTA does not list end of lease term as a ground allowed for eviction. Although it lists a general provision for "other reason sufficient under common law," this provision must be construed to promote the policy of clarifying the law related to these tenancies. S.C. Code §27-47-530 (A) (8).
7. Allowing an eviction based on end of the lease term would render S.C. Code §27-47-440 useless. A tenant with a month-to-month lease could sell a mobile home to another with the reluctant approval of the mobile home park owner. The new buyer could then be immediately given a notice of end of the lease term in 30 days requiring the home to be moved. This goes against the intent and purpose of the statute.
8. The MHPTA set out in Chapter 47 of title 27 came to be after the Residential Landlord Tenant Act (RLTA) in Chapter 40 and the ejectment of tenants set out in Chapter 37. S.C. Code §27-37-10 specifically sets out three reasons a tenant can generally be evicted. The MHPTA came out much later and is specific to situations such as this case. It specifically does not list end of the lease term. The legislature clearly knew and could have listed end

of the lease term as a reason for eviction if they intended that to be available to owners. Included in the MHPTA is failure to pay rent and lease violations, both of which are also listed in S.C. Code §27-37-10.

9. The South Carolina Supreme Court addressed an issue involving a landlord and tenant lease in Koon v. Fares 379 S.C. 150 (2008). The case reviewed the meaning of a contract term and found that the ability to terminate and evict based on an end of lease term was available to the landlord despite the contract only noting the tenant's ability to terminate the tenancy. The Residential Landlord Tenant Act also applied in that case and contains a provision in the statute to allow such termination by the landlord. Within the statute it also states that a lease term in conflict with the statute is invalid. The current action is different as it involves the Manufactured Home Park Tenancy Act that contains a specific statute for eviction grounds. S.C. Code §27-47-530 uses the term "may" in stating the reasons for an eviction. That term is referring to the landlord's discretion to evict for one of those reasons or to not evict the tenant. In Prevatte v. Asbury Farms, 302 S.C. 413 (1990) the SC Court of Appeals looked at the meaning of "may" as it related to acclaim for attorney fees related to the return of a security deposit. The Court found that "may" referred to the discretion of the tenant to request the fees rather than the discretion of the lower court to grant the fees. Other provisions of the MHPTA do not state a separate ground for eviction. S.C. Code §27-47-310 discusses what is required to be in a written lease to be provided by the owner. It states that terms of the lease should include notice period to terminate the tenancy. It does not state that end of tenancy is a ground for eviction. Whether a possible absurd result could come in Defendant being able to reside

on the lot and prevent the owner from changing the use of the land and no longer operating a mobile home park is not before the court. In this case, as long as the Plaintiff operates the mobile home park, he does not have a statutory right of eviction based on end of the lease term. While rules of statutory construction look to interpret the words of a particular statute, they do not add terms to the statute. A decision in favor of Plaintiff would be to add number 10 to S.C. Code §27-47-530.

10. The results in allowing an eviction based on the end of lease term for this type of case are that the Defendant would lose his home. Plaintiff would be unjustly enriched as it is unlikely that a sale of the mobile home through a court sanctioned auction would result in a sale to someone other than Plaintiff. Even if it did, Plaintiff could simply start the same process over by ending that lease term with 30 days' notice and the new owner being unable to move the home and an inevitable sale. Reading this type of eviction into the MHPTA allows Plaintiff to take Defendant's mobile home as his own. The Defendant's affidavit includes attached email correspondence between the parties.

Defendant believes it shows that this eviction is filed in bad faith in violation of S.C. Code §27-47-220. The issue of bad faith is one of fact and viewing the facts in the light most favorable to the Defendant, Plaintiff's bad faith eviction filing could prevent the granting of Plaintiff's motion and eviction of Defendant.

THEREFORE, defendant respectfully requests that this Honorable Court deny summary judgment for the Plaintiff and grant him such other and further relief as the Court deems just and proper.

Respectfully Submitted,

SOUTH CAROLINA LEGAL SERVICES

July 7, 2021
North Charleston, SC

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[f] (843) 760-1090
matthewbillingsley@sclegal.org

Attorney for the Defendant

This is my legal affidavit written and notarized, July 7, 2021

My name is Russell T. Crawford.

I am a 71 year old, retired postal worker since 2005, who has served as a non-denominational Christian minister for the past 50 years. My ministry is conducted on a website on the Internet.

I was forced to retire by my doctor, (Durst) who said my MRI said I have deteriorating disc disease. I also am insulin dependent, suffer from diabetic nerve pain in my hand, legs and feet.

I am being treated for a heart condition, hyper-tension, pancreatitis, Osteoarthritis, and insomnia. I am old, frail and weak, without family or friends in the area who could assist me.

Dr. Marino of West Ashley stated, after viewing my chest x-ray a few months ago, "You have the bones of a 90-year-old." I exist in the midst of hardship.

I moved into the mobile home park 1988 by purchasing the unit on Lot 9 (back end of trailer park) and resided there peaceably for over a decade.

I purchased and moved into unit 3 (close to the front of the park) in 2008 and gave my former unit to a middle aged, homeless school teacher, Yvonne Hardee.

When Mr. Babich the new owner of the park first appeared (2016?), I befriended him with suggestions and ideas of how to help improve the conditions in the park.

Our relationship soured after he refused to help me combat the near nightly amplified, subsonic, bass sounds coming from a dance hall 365 feet away from my home, while 67 other residences live as close as 30 feet from the club.

Mr. Babich states in one email stated he would help the police with having to respond to my over 250 calls reporting a crime during the last 30 months.

In the fall of 2019 I contracted with my friend, an unemployed Air Force Sergeant repairman named Daniel Buckland to renovate my home in order to keep him gainfully employed until his first retirement check arrived

It took three months and over \$20,000 to renovate the place inside and out. My Babich had to comment how great my unit looks, especially since I installed eight outside video cameras to view the area 24/7, which has prevented previous crimes in the are.

The house behind mine moved in early 2019. One Friday at 9 am, I heard a dog in their yard yelping and screaming loudly over several hours until I could hear (can't see, too much vegetation.) until someone release him from his chain after 12 pm.

At 10:30 am I walked to their home to offer my assistance. No one answered and no cars were in the driveway. I went home and wrote them a very nice letter offering a Dog Whisperer set of dog instructional videos, and a brand-new vibration/shock collar.

Their response, with Mr. Babich' assistance was to erect a 10+ foot, 100-foot-long barrier, made of noisy plastic tarp.

I attempted to defend myself by researching the laws regarding fences and then filing a lawsuit to have the barrier modified to a more moderate height, while Mr. Babich states his desire to work with his neighbor friend to construct an even taller fence.

When Mr. Babich first learned I was calling the Zoning Department asking to send out an inspector of the fence and assess it's legality, this is when he started sending repeated threatening emails of raising the rent and/or eviction if I don't drop my protestations.

You should have in your possession at least 16 of those harassing emails, in which the neighbor at 4675 W Montague Ave, is mentioned or referred to some 14 times in his threats to evict me if I don't leave them alone.

The emails you should have in your possession spell out exactly what his motives are to evict me for no reason. He stands to gain the most modern, best-looking unit in the park, and I believe his greed for it is all consuming.

Since the noisy nights began from the dance club in December 2018, I have lost much valuable sleep, and the sleep I have received, according to medical science, this kind of noise adversely affects sound sleep.

My health has steadily declined due to all these pressures, noise at night, no way to view another sunrise, all the court appearances in his first attempt to evict me in December 2019 for cause, and now this time, for no cause other than it is his apparently legal prerogative. End of Statement.

Yet, due to the age of my home (45 years), State law forbids it's being transported over South Carolina roads. Shouldn't the law stating all a landowner needs to force a tenant to move his trailer is 30 days, notice when the three other laws state one of the eight understood rules in a least needs to be broken.

In other words, you can't evict someone without cause from a home they've loved for over 22 years old and may now have to surrender to an admittedly greedy man who believes the present, inadequate law, will cause Judge Amy to rule in his favor this Wednesday morning, forcing me, a 71 year old, elderly man, in near constant pain, with many ailments exacerbated by two years of disturbances of my sleep from illegal noises that police won't ticket. Every day I can feel death drawing closer.

Moved to this park in 1988 and started building libraries of the things I love, including a record of my outstanding life, information which I eventually planned to share. On February 29, 2020, I felt, at age 70 that I had learned enough from so many sources, it was time to interact, and

learn more things through building a free library, where everything but the comments are expressions of me, and when you find fault, please let me know.

How will I be able to exist in a world without my books, VHS library, music, DVDs, my treasures of knowledge which I've shared less than 2% to my friends in Library.

If God took my home, I would accept it, but to know a greedy man planned, promised, and executed a merciless plan to make me homeless because an antiquated law implies that he can, would continually haunt me unto death.

20200/1010100656

CIVIL CASE NUMBER
STATE OF SOUTH CAROLINA
IN THE MAGISTRATE COURT COUNTY OF CHARLESTON
Raymond Babich, PLAINTIFF vs. ORDER
DENYING DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT
Russell Crawford,
DEFENDANT.

Plaintiff filed an Application for Ejectment on July 15, 2020 based on end term of occupancy or tenancy (end of lease term). After posting of the Rule to Vacate or Show Cause by the court's constable on July 20, 2020, Defendant requested a jury trial on July 22, 2020. Defendant filed a Motion for Summary Judgment on June 11, 2021. Defendant's Motion for Summary Judgment came before the court for hearing on July 6, 2021, with Plaintiff appearing pro se and Defendant being represented by Attorney Matthew Billingsley.

After hearing the arguments and testimony of the parties, the court now issues this Order Denying Defendant's Motion for Summary Judgment.

The undisputed material facts in this case are that on March 1, 1998, Defendant entered into a Rental Agreement to lease Lot 3 of the manufactured home park located at 4683 W. Montague Avenue on a month-to month basis. The

Rental Agreement provided: "It is mutually agreed that either party may terminate this tenancy by giving the other party thirty (30) days written notice thereof"

At some time subsequent to execution of the Rental Agreement, Plaintiff became the owner of the manufactured home park. On March 17, 2020, Plaintiff sent Defendant (and Defendant received) an email stating: "This is notice that your tenancy, including both you and your mobile home trailer, is being ended as of May 1, 2020." Both parties agree, and this court has previously ruled, that the Manufactured Home Park Tenancy Act, South Carolina Code of Laws Annotated (1976) section 27-47-10, et seq. ("MHPTA"), applies to this tenancy.

The basis for Defendant's Motion for Summary Judgment rests upon the fact that the MHPTA does not enumerate end of lease term as a grounds for eviction in section 27-47-530. Defendant argues that the legislature's failure to include end of lease term as a specific ground for eviction indicates that the legislature did not intend a landlord to be able to terminate a tenancy based on end of lease term. However, section 27-47-530(A)(8) allows for an eviction based on any "other reason sufficient under common law." Moreover, section 27-47-110 states: "The provisions of the Residential Landlord Tenant Act in Chapter 40 of Title 27 shall apply to tenancies in manufactured home parks if such application is not inconsistent with or contrary to the provisions

Jury trials were suspended by order of the Supreme Court of South Carolina due to the COVID-19 pandemic on April 3, 2020 and December 3, 2020. This case is scheduled for jury trial on July 15, 2021.

of this chapter." Section 27-40-770(b) of the Residential Landlord Tenant Act ("RLTA") provides that a "landlord or [a] tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days before the termination date specified in the notice." As section 27-47110 applies the RLTA to tenancies in manufactured home parks to the extent that the RLTA is not inconsistent with or contrary to the MHPTA, the court finds as a matter of law that section 27-40770(b) applies to this tenancy.

For these reasons and as further set forth above, it is, therefore, ordered and adjudged that Plaintiff's Motion for Summary Judgment is denied. Dated: July 12, 2021

Sent: Friday, July 30, 2021, at 5:32 PM

From: "Matthew Billingsley" <matthewbillingsley@sclegal.org> **To:**

"Russell Crawford" <russcrawfordsc@gmx.com> **Subject:**

RE: Lease agreement proposal

I think it looks fine. I don't see anything to unreasonably invade your privacy. The access would fall under the landlord tenant act as no provision on it for manufactured home park tenancy act. That allows for access with 24 hours' notice but generally has to be reasonable and not abused. That is in the law. The only thing I saw said the rent to be paid by the 4th but the law says you have to the 5th. So the 4th should be replaced with the 5th and that is it.

-----Original Message-----

From: Russell Crawford <russcrawfordsc@gmx.com>

Sent: Friday, July 30, 2021 11:36 AM

To: Matthew Billingsley <matthewbillingsley@sclegal.org>

Subject: Lease agreement proposal

Matthew, 7-30-21

Would you please take some time to review this contract for any terms that limits my privacy or unreasonably invades my privacy? I will wait for your legal advice and the objections I should raise before replying, Thanks.

Lot Lease Agreement for Mobile Home

The lot that is the subject of this lease agreement is located at 4683 W. Montague Ave., North Charleston, SC 29418.

The "Lessor" herein is Shade Tree Park, LLC , a South Carolina Corporation, managed by Ray Babich (843)-330-6789.

The mailing address for Shade Tree Park LLC for rental payment and any other official business is:

Ray Babich, 668 W. Front Street, Lincolnton, SC 29485.

This agreement made this ____ day of _____, 20 ____ by and between Shade Tree Park LLC (Lessor) and the " Lessee(s)" identified below.

Lot number that is the subject of this lease agreement:

_____.

Lessee(s) of the above lot that will receive official notices and inform any additional Lessee(s) of the notices:

Mailing address of the above Lessee(s)

Phone number of Lessee(s):

Other Lessee(s) agreeing to the terms of this lease:

This lease shall start on _____ and continue
until_____.

Thereafter the lease is month to month, at the same rental amount unless there is adequate notice of a rent increase which can happen at any time. Lessor may end this lease during the month-to-month portion of this lease as follows:

with a notice in writing 30 days in advance, to the mailing address of Lessee(s) shown above, stating the intention to terminate the lease and end the tenancy of all Lessee(s) and other occupants, whether their names are shown in this agreement or not ,to vacate the premises, and remove the mobile home trailer and all other possessions from the trailer park.

Lessee(s) may end this lease during the month-to-month portion of this lease as follows:

with a notice in writing 30 days in advance, to the address in Lincolnville shown above, stating the intention to terminate the lease and end the tenancy of all Lessee(s) and other occupants, whether their names are shown in this agreement or not, to vacate the premises, and remove the

mobile home trailer and all other possessions from the trailer park. The notice can be sent on any day of the month.

Lessee(s) shall pay a security deposit in the amount of \$ _____ . Lessor shall refund the full security deposit minus legitimate expenses within 14 days from the date that both of the following have occurred: the termination date of this lease and the date Lessee(s) vacated the lot and removed all possessions. Lessor may deduct from the security deposit past due rents, late fees, legal fees, funds to do repairs to bring the property back to the pre-lease condition and clearing the land including removing and disposing the mobile home, and other unpaid charges imposed by Lessor. Any property on the lot that remains when rent is not being paid is hereby considered abandoned property, which Lessor may dispose of in any way that Lessor decides.

The monthly lot rent will be \$ _____ The pro-rated amount from _____ until the first day of next month is _____ The first

full payment of lot rent will commence on _____. It is due on the 1st of every month and late on the 4th. If not paid by the 4th, it is

considered to be overdue. A late fee of \$5.00 per day will then be due, in addition to other actions or fees or other legal remedies the Lessor takes.

approximate size of the lot: _____

Personal property, services, and facilities provided by the owner:

Possible causes of eviction: see trailer park rules.

Other charges not mentioned elsewhere imposed by Lessor:

New installations of trailers: Lessor pays all costs as follows to hook up the delivered trailer where it sits: fresh metered water, sewer hookup and legal, permitted, professional electrical hook up to the control panel inside the mobile home. Leveling and hurricane strapping is the responsibility of the Lessee(s). Other improvements to the property required: Safe exit conforming to city and county ordinance of both doors to the mobile home and

_____.

If there is limited room for vehicles, then Lessee(s) lot is afforded only 2 car spaces. If more vehicle parking is requested by Lessee(s), it will be at extra charge determined by Lessor.

Other charges for existing trailers: Water and sewer, both being based on the Lessor owned water meter at the trailer's water supply. Also there are insurance requirements in trailer park rules. Additional costs to Lessor as follows:

Improvements required of Lessee(s)_____.

Consideration for this agreement is as follows: Lessor agrees to lease the space (lot) and the Lessee(s) agrees to pay rent to lease the lot from Lessor for use solely as a private residence on the lot described.

If a lease is already in force between the parties on the lot number shown above, this new lease agreement will take precedence.

Written consent must be given by Lessor for each new Lessee, which shall not be unreasonably withheld. There can be up to 5 Lessees in total on the lot. No person may become a Lessee without specific approval in writing by Lessor. People who are not Lessee(s) herein are defined as guests. Guests may stay for no more than 5 days without specific approval in writing by Lessor. Lessee(s) is responsible for all costs involved with removing an

unwanted guest, including but not limited to legal costs, whether the removal is being forced by Lessor or Lessee(s).

Dogs cannot be kept on the property. Any dog kept as a pet is grounds for immediate eviction. One cat is allowed only with a tag on the cat's neck stating at a minimum the trailer number of the owner of the cat. Any cat without such neckband is likely to be removed from the neighborhood due to a need to control a feral cat problem and is not the responsibility of Lessor. Other animals are to be only allowed with prior notice by tenant and permission in writing by the Lessor. Exceptions as noted herein:

Consideration for this agreement is as follows: Lessor agrees to lease the space (lot) and the

Lessee(s) agree to pay rent to lease the lot from Lessor for use solely as a private residence on the lot described.

Lessee(s) shall be responsible for any and all routine maintenance of the lot , keep it clean, and keep the mobile home exterior including the skirting in

good shape and painted. The lot cannot have an accumulation of possessions outside the trailer such that is not acceptable to Lessor or that is not acceptable to North Charleston and or Charleston County Code Enforcement.

Lessee(s) is not to conduct illegal activities on the premises. Lessee(s) shall not conduct any business venture within the park without prior written approval of Lessor. This is a residential property. The city and county have ruled that Lessee(s) must follow. If any business venture does not have Lessor's permission, the Lesser may take any remedy including eviction. The Lessee(s) must respect the quiet enjoyment of neighbors within the trailer park. The Lessee(s) shall be afforded quiet enjoyment. The Lessee(s) shall be financially responsible for all activities of all Lessee(s) and visitors occupying this lot including children. Any remedy imposed by Lessor in response to actions of guests shall be against guests and/or Lessee(s).

Lessee(s) must comply with trailer park rules.

Lessor must agree in writing permitting any substantial interior alterations of the mobile home, or for any exterior alterations of any kind, or for any increase in the square footage of the mobile home, and for any outbuildings, and for any digging up of soil.

Lessor may enter and may inspect the mobile home inside and out, with a 24-hour notice on the front door of the mobile home, or immediately in any emergency such as but not solely fire, or in response to municipal Code Enforcement or law enforcement personnel.

Lessee(s) shall indemnify Lessor against, and hold Lessor harmless from, any and all claims and costs resulting from lawsuits, court actions, and liabilities of the Lessee(s) , including attorney's fees resulting from or arising from this leasehold estate. Lessee(s) are jointly and severally responsible for any reasonable fees imposed by Lessor including reasonable legal fees and court costs incurred by Lessor to enforce the terms of this lease and/or to affect an eviction.

If any part or parts of this lease agreement is held unenforceable for any reason, the rest of this agreement shall still be in full force. If any provision shall be unenforceable as written, but by limiting such provision would make it enforceable, then any such provision shall be deemed to be understood to be limited as such.

This agreement may be changed only by way of written agreement signed by both Lessor and Lessee(s). This is the entire lease agreement. There are

no other promises and no other verbal agreements relating to this lease on this date. Prior agreements are no longer in effect as of this date.

Lessee(s) shall not rent the mobile home nor the lot without written permission of Lessor. Otherwise, If the mobile home is sold, it must be sold to Lessor or moved away from the park.

Any Lessee(s) who themselves, or any of their guests, leave the trailer park by driving a motor vehicle under the influence of alcohol or other intoxicating substance is subject to eviction.

Not enforcing any provision of this agreement does not bring forth a valid reason to allow a limitation of a right by Lessor to enforce adherence to this agreement.

Has the Lessee(s) read and understands all the trailer park rules?

Is the mobile home situated on the lot that is the subject of this lease?

_____.

I accept this lease agreement, evidenced by my signature below.

_____ Lessee(s)

_____ Printed name(s) _____

_____ Date Lessee(s) signed.

Lessor signature and printed name:

Date _____

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

Russell Crawford,)

Appellant)

) **BOND TO STAY EXECUTION ON
APPEAL TO COURT OF COMMON
PLEAS**

vs.)

Raymond Babich,)

Respondent)

) C.A. NO.: 2021-CP-10-

Now comes the tenant in the above-entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on July 14, 2021 by the presiding magistrate. Tenant appealed the judgment to the Court of Common Pleas.

The tenant is obligated to pay rent in the amount of \$360.00 per month due on the 1st day of each month as previously determined in the underlying case.

Tenant hereby undertakes to pay the periodic rent as it becomes due as determined by the Magistrate at a bond hearing and moves the Circuit Court or Magistrate Court to stay execution on the judgment for ejectment until this matter is heard on appeal and decided by the Court of Common Pleas.

Date: August 11, 2021

s/Matthew M. Billingsley

Attorney for Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard on appeal and decided by the circuit court. If Tenant fails to make any rental payment within five days of the due date, upon application of the landlord, the stay of execution shall dissolve, the appeal by the tenant to the circuit court on issued dealing with possession must be dismissed, and the sheriff may dispossess the tenant.

Date: _____

Judge or Clerk

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	OF THE NINTH JUDICIAL CIRCUIT
)	
Russell Crawford,)	
)	
APPELLANT)	
	)	Magistrate case no: 2020-CV-10-10100656
)	
	)	NOTICE OF CIVIL APPEAL
)	
vs.)	
)	
Raymond Babitch,)	
)	
RESPONDENT)	

The Appellant Russell Crawford hereby gives notice of appeal from the judgment of the Magistrate’s Court in the above action, to the Court of Common Pleas, in the county of CHARLESTON. This notice of appeal is made subsequent to the final decision of the Magistrate Court. The Magistrate Court held a hearing in this matter on July 14, 2021, and issued an oral decision in favor of the Respondent. On July 19, 2021, the Magistrate Court issued a written order.

The Appellant’s exceptions to the Magistrate’s judgment follow:

FACTUAL BACKGROUND

Respondent is the owner of a mobile home park. Defendant has lived at the mobile home park at issue in this case for the past 32 years and on the current lot since 1998. Appellant owns his mobile home that was manufactured in 1975. In order to get a permit to move a mobile home, it must be wind zone II certified. Mobile homes manufactured before 1976 are not rated for wind zone

II. Therefore, no permit can be obtained to move Defendant's mobile home at minimum in Charleston and the surrounding counties. Respondent presented a lease for Appellant's current lot from 1998. Respondent purchased the mobile home park after that lease. There is no separate lease signed between Respondent and Appellant. Respondent sent Appellant an email with a 30day notice to terminate the tenancy on March 17, 2020. Respondent filed this action on July 15, 2020, alleging that Defendant's lease has ended and seeking ejection of Appellant and his mobile home. Appellant filed a motion for summary judgment, which the Magistrate denied. Respondent filed his motion for summary judgment, which the Magistrate heard on July 14, 2021, and granted. This appeal followed.

STANDARD OF REVIEW

Magistrate's Court judgments are effectively subject to a *de novo* standard of review in Circuit Court. S.C. Code Ann. § 18-7-170 provides that:

[u]pon hearing the appeal the [Circuit Court] shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.

In addition to correcting errors of law, this statute gives the Circuit Court authority to reverse a Magistrate's findings of fact. Burns v. Wannamaker, 281 S.C. 352; 315 S.E.2d 179 (Ct. App., 1984); Parks v. Characters Night Club, 345 S.C. 484; 548 S.E.2d 605 (Ct. App. 2001). The Circuit Court has the same power in an appeal from Magistrate's Court as the Circuit Court in trials without a jury and may draw factual conclusions different from those of the Magistrate when considering the same evidence. *See* Vacation Time of Hilton Head Island, Inc. v. Kiwi Corp., 280 S.C. 232; 312 S.E.2d 20 (S.C. App, 1984).

ARGUMENT

Appellant submits that, for the reasons that follow, the court below erred in holding that an eviction is proper in this case. Appellant requests that this Court reverse the judgment of the court below granting an eviction.

- A. The Manufactured Home Park Tenancy Act, and specifically S.C. Code §2747530 does not provide for an eviction from a mobile home park for end of lease term.**

This tenancy is subject to the Manufactured Home Park Tenancy Act, hereinafter MHPTA. S.C. Code §27-47-530 sets out the grounds for an eviction of a mobile home from a lot such as in this case. Absent from this list is the end of lease term. S.C. Code §27-47-20 describes the purpose of the MHPTA. The purpose and policy is to clarify the law, rights, and obligations of the owner and tenant, and it is to be applied to promote the statutes purpose and policy.

The MHPTA does not list end of lease term as a ground allowed for eviction. Although it lists a general provision for “other reason sufficient under common law,” this provision must be construed to promote the policy of clarifying the law related to these tenancies. S.C. Code §2747530 (A) (8). The MHPTA set out in Chapter 47 of title 27 came to be after the Residential Landlord Tenant Act (RLTA) in Chapter 40 and the ejectment of tenants set out in Chapter 37. S.C. Code §27-37-10 specifically sets out three reasons a tenant can generally be evicted. The MHPTA came out much later and is specific to situations such as this case. It specifically does not list end of the lease term. The legislature clearly knew and could have listed end of the lease term as a reason for eviction if they intended that to be available to owners. Included in the MHPTA is failure to pay rent and lease violations, both of which are also listed in S.C. Code §2737-10.

Judge Mikell found that S.C. Code §27-47-110 allows for S.C. Code §27-40-770(b) to apply in this case, which requires that it is not contrary to or inconsistent with S.C. Code §2747530. It is contrary and inconsistent as section 530 sets out the reasons that a mobile home park owner may bring an eviction action. It does not reference other sections within the MHPTA or set out additional grounds for eviction in other sections. S.C. Code §27-47-530(8) notes “other reason

under common law,” however a reference to common law does not draw in another statute. It would reference causes of action available to owners of mobile home parks under common law. Judge Mikell’s order and decision do not specify that Respondent’s cause of action arises from common law, rather through the above referenced statutes. The South Carolina Supreme Court addressed an issue involving a landlord and tenant lease in Koon v. Fares 379 S.C. 150 (2008). The case reviewed the meaning of a contract term and found that the ability to terminate and evict based on an end of lease term was available to the landlord despite the contract only noting the tenant’s ability to terminate the tenancy. The Residential Landlord Tenant Act applied in that case and contained a provision in the statute to allow such termination by the landlord. The current action is different as it involves the Manufactured Home Park Tenancy Act that contains a specific statute for eviction grounds. S.C.

Code §27-47-530 uses the term “may” in stating the reasons for an eviction. That term is referring to the landlord’s discretion to evict for one of those reasons or to not evict the tenant. In Prevatte v. Asbury Farms, 302 S.C. 413 (1990) the SC Court of Appeals looked at the meaning of “may” as it related to acclaim for attorney fees related to the return of a security deposit. The Court found that “may” referred to the discretion of the tenant to request the fees rather than the discretion of the lower court to grant the fees. Other provisions of the MHPTA do not state a separate ground for eviction. S.C. Code §27-47-310 discusses what is required to be in a written lease to be provided by the owner. It states that terms of the lease should include notice period to terminate the tenancy. It does not state that end of tenancy is a ground for eviction. In this case, as long as the Plaintiff operates the mobile home park, he does not have a statutory right of eviction based on

end of the lease term. While rules of statutory construction look to interpret the words of a particular statute, they do not add terms to the statute. A decision in favor of Respondent would be to add number 10 to the grounds for eviction in S.C. Code §27-47-530 when the legislature failed to do so.

S.C. Code §27-47-440 sets out the right of a mobile home park owner to approve someone purchasing a mobile home located within the park. However, the owner cannot unreasonably withhold his approval. An eviction based on end of the lease term would render S.C. Code §27-47-440 useless. A tenant with a month-to-month lease could sell a mobile home to another with the reluctant approval of the mobile home park owner. The new buyer could then be immediately given a notice of end of the lease term in 30 days requiring the home to be moved. This goes against the intent and purpose of the statute.

B. An act of bad faith in violation of S.C. Code §27-47-220 could act as a defense to the eviction based on end of lease term.

S.C. Code §27-47-220 imposes a duty of good faith in any duty or act under the MHPTA for owners and tenants. Although it is silent as to what an appropriate remedy would be, it could act as a defense to the eviction filed in this case. The obligation of good faith includes actions as “...a condition precedent to the exercise of a right or remedy...” This could include the notice of end of lease term. While the statute is ambiguous as to whether this includes the motivation of the owner to terminate the lease, a motive rooted in bad faith has an unjust result. In this case Appellant

has an old mobile home that has impediments to move based on its age and inability to get a permit as well as the cost or willingness of a mobile home mover to take on the task if allowed to by a county.

Effectively, the result is that Appellant loses his home without fault on his part.

THEREFORE, Appellant hereby respectfully requests that her ejection be stayed, that this matter be set for a hearing at a time mutually convenient to the Court and the parties, and that the Magistrate's judgment be reversed.

Respectfully Submitted,

SOUTH CAROLINA LEGAL SERVICES

s/Matthew M. Billingsley

August 11, 2021

By: Matthew M. Billingsley

SC Bar No. 76095

2803 Carner Avenue

North Charleston, SC 29405

Office: (843) 266-2174 Fax:

(843) 760-1090 matthewbillingsley@sclegal.org Attorneys for the Appellant

STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE COURT
)	
COUNTY OF CHARLESTON	)	CASE NO.: 2020-cv-1010100656
)	
Raymond Babitch,)	
)	
)	
)	
Plaintiff,)	
)	
v.	)	AFFIDAVIT OF
	)	RUSSELL T. CRAWFORD
Russell T. Crawford,)	
)	
Defendant.)	
_____)	

PERSONALLY APPEARED BEFORE ME the undersigned who being duly sworn states as follows:

1. My name is Russell T. Crawford, and I am the Defendant in this action. I am a 71year-old, retired postal worker since 2005, who has served as a non-denominational Christian minister for the past 50 years. My ministry is conducted on a website on the Internet.

2. I was forced to retire by my doctor, (Durst) who said my MRI said I have deteriorating disc disease. I also am insulin dependent, suffer from diabetic nerve pain in my hands, legs and feet. I am being treated for a heart condition, hyper-tension, pancreatitis, Osteoarthritis and insomnia. I am old, frail and weak, without family or friends in the area who could assist me. I exist in the midst of hardship.

3. I moved into the mobile home park 1988 by purchasing the unit on Lot 9 and resided there peaceably for over a decade. I purchased and moved into unit 3 (close to the front of the park) in 1998 and gave my former unit to a middle aged, homeless schoolteacher.

4. When Mr. Babich first appeared around 2016, I befriended him with suggestions and ideas of how to help improve the conditions in the park. Our relationship soured after he refused to help me combat the near nightly amplified, subsonic, bass sounds coming from a dance hall 365 feet away from my home.

5. The house behind mine moved in early 2019. One Friday at 9 am, I heard a dog in their yard yelping and screaming loudly over several hours until I could hear someone release him from his chain after 12 pm. At 10:30 am I walked to their home to offer my assistance. No one answered and no cars were in the driveway. I went home and wrote them a very nice letter offering assistance. Their response, with Mr. Babich's assistance was to erect a 10+ foot tall, 100-footlong barrier, made of noisy plastic tarp.

6. I attempted to defend myself by researching the laws regarding fences and then filing a lawsuit to have the barrier modified to a more moderate height, while Mr. Babich stated his desire to work with his neighbor friend to construct an even taller fence. When Mr. Babich first learned I was calling the Zoning Department asking to send out an inspector of the fence and assess its legality, he started sending repeated threatening emails of raising the rent and/or eviction if I do not drop my protestations.

7. I am attaching emails between me and Mr. Babich for context and showing his motivation for wanting to evict me. The emails spell out exactly what his motives are to evict me. I have done renovations to my mobile home and as such he stands to gain the most modern, best looking unit in the park. I believe he is trying to please my neighbor and possibly possess my home by doing this eviction.

8. In his first attempt to evict me in December 2019 for cause, Mr. Babich was not successful. I believe that Mr. Babich brings this eviction in bad faith. The results of an eviction

for me are losing my home. It cannot be moved in Charleston County and surrounding counties. I am not certain a mobile home mover would move it even if I could get a permit to do so, not to mention the cost of moving. I fear losing my home through this eviction, as it will result in the enrichment of the Plaintiff and leave me without a home, without any just cause.

Russell T. Crawford

Sworn to before me this ____ day of July, 2021.

Notary Public for South Carolina

My Commission expires: _____

-----Original Message-----

From: Russell Crawford <russcrawfordsc@gmx.com>

Sent: Wednesday, April 20, 2022 4:18 PM

To: Matthew Billingsley <matthewbillingsley@sclegal.org>

Subject: Re: Hearing tomorrow at 3 pm

Yes, I would like you to file an appeal for me. All information you can provide to me will be greatly appreciated.

On 4/20/2022 2:49 PM, Matthew Billingsley wrote:

Mr. Crawford,

As I said in my previous email, you may not hear every argument that we made in the appeal in the oral argument. If you noticed, Judge Dennis interjected and asked questions. He also shifted to Mr. Babich and made his decision after a short discussion of end of the lease term. There is not a worry of time or anything like that. Judge Dennis typically guides the argument. If he interjects, I stop talking and listen. When a judge speaks, we have to be quiet. Also, when he makes his decision, I cannot argue the case further. I am required to stop arguing at that point.

It seems that your practice of criticizing my argument or decisions in the case comes out after each hearing does go in your favor, even if I have prepped you for what to expect. I cannot say what the judge read or did not read. I do not know. All of the information is in the file to be considered.

At this point you have 30 days to file a notice of appeal with the court of appeals. I spoke with my managing attorney, and we will not be representing you in the appeal. Our retainer does not guarantee representation on an appeal to the court of appeals. Also, you are over our normal income guidelines, but I was able to represent you on another grant.

That other grant has limited funding and we will not be able to dedicate that time from the grant for an appeal of this case.

I will be drafting the order as instructed by the judge. The process from there if you would like to appeal yourself is that I would help you file the notice of appeal. This is just a one page notice that says you want to appeal. There is a filing fee of \$250.00 for the notice of appeal. You can provide us with a money order made out to South Carolina Legal Services and we can file the notice of appeal and filing fee. Along with that I will need to file a request to be relieved. This requirement with appeals obligates me to help you file the notice of appeal even if we will not represent you in the appeal. I can also go over the court rules and provide you some samples the court has. This is all available online at www.sccourts.org. I can explain this and provide you with a copy of any documents you need. I will work on the order, but please let me know what documents and rules you will need me to print for you.

Matthew M. Billingsley, Housing Lead Attorney

2803 Carner Avenue

North Charleston South Carolina 29405

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SCLS on Twitter | Donate to SCLS ----Original

Message-----

From: Russell Crawford <russcrawfordsc@gmx.com>

Sent: Tuesday, April 19, 2022 4:44 PM

To: Matthew Billingsley <matthewbillingsley@sclegal.org>

Subject: Re: Hearing tomorrow at 3 pm

Mr. Billingsley, I'm very interested in what your follow up will say, that you felt the pressure of time, which should not be a concern when a man's very life is at stake, and you never presented the 'bad faith' issue, or the 'unjust enrichment' objection or the fact I cannot take my home with me. You certainly appeared to be nervous, hesitant and uncertain in your presentation.

As far as he knows lot owner Mr. Babich owns the home and I can easily find somewhere else to live. Nothing is the truth unless it's the whole truth. I consider his lack of proper preparation and administration of justice to be woefully insufficient if not atrocious!

He OBVIOUSLY didn't read your document, or he would have seen the "Truth in the details" that he so comically referred to.

I consider the judge's conduct in not reviewing the documents in a just, prudent and thorough manner prior to this hearing in order to save time, to be a grievous miscarriage of justice and just grounds for an appeal to a higher court where I hope you will not feel so intimidated with concern over taking too much time to say what needs saying in order to save a vulnerable senior citizen's life, if I live that long.

On 4/19/2022 2:22 PM, Matthew Billingsley wrote:

Mr. Crawford,

As we get ready for the hearing, I wanted to make sure you understand the procedure and information provided to the court. My oral argument will be in a format similar to the

motion argument we had in the Magistrate court. One difference is that it will be shorter. We are only given a limited time, and the previous times I have had this judge he tends to prefer a direct to the point concise argument. That means you may not hear every detail that you want to. Keep in mind that this court has in it's file the return of the magistrate that includes her order, our response to the motion, your affidavit, along with everything else the magistrate had in her file. The court also has my appeal that states the magistrate made a mistake in her legal reasoning and that the argument of bad faith should be a defense to the eviction. The oral argument I give is not the only information this judge has for his review. The oral argument is to raise the main issues that should result in overturning the magistrate's decision. It is for giving that overview of our position. I don't want you to think that other information is not presented just because I do not mention it on oral argument. The judge may make a decision today or he may take it under advisement and issue a decision later. I can follow up with you after the hearing.

Matthew M. Billingsley, Housing Lead Attorney

2803 Carner Avenue

North Charleston South Carolina 29405

Phone: (843) 266-2174 || Fax: (843) 760-1090 www.sclegal.org |

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-----Original Message-----

From: Russell Crawford <russcrawfordsc@gmx.com>

Sent: Monday, April 18, 2022 11:15 AM

To: Matthew Billingsley <matthewbillingsley@sclegal.org> Subject: Re: Hearing tomorrow at 3 pm

Thank you again. Of course, anything you believe I should be aware of before the hearing would be very much appreciated if you would share it with me. Have a good day.

On 4/18/2022 11:08 AM, Matthew Billingsley wrote:

The court has court reporters and will have some form of a recording whether audio or audio and visual. You can get a copy of the transcript, which has a cost. Other cases may be heard in front of ours and parties from those cases will be in the virtual courtroom as well.

-----Original Message-----

From: Russell Crawford <russcrawfordsc@gmx.com>

Sent: Monday, April 18, 2022 10:39 AM

To: Matthew Billingsley <matthewbillingsley@sclegal.org>

Subject: Re: Hearing tomorrow at 3 pm

Thank you for your prompt and courteous reply. Can I expect a reply to my previous message wherein I asked several questions of you? You can easily understand why I have trust issues associated with this case as a result of the PTSD, stress and anxiety all of this has caused me. Thank you.

On 4/18/2022 10:31 AM, Matthew Billingsley wrote:

Mr. Crawford,

The matter under appeal is whether the cause of action for an eviction based on the end of the lease term is available for a mobile home park under the law. I understand that it is tough for you to deal with this situation. Your focus continues to be on what you feel is unjust. As I have said before, if the judge determines the law allows for an end of the lease

term eviction, then there is nothing to stop it outside of the proper written notice. It is generally seen as a no-fault eviction, meaning there is no requirement or further look into the reasons for ending the lease term. The court is not required to go further.

The laws you refer to attached to the email appear to be from the residential landlord tenant act rather than the manufactured home park tenancy act. You need to review that act as it relates to park rules etc.

As far as next steps, the procedural next step if the judge affirms the magistrate's decision, is to file a notice of appeal with the court of appeals within 30 days. The issue for us is that you are under a certain grant that is different than our main funds from LSC. You are over our LSC guidelines, but the other grant allows us to help you. If we were to go further, we would have to get the approval from that grant to do an appeal as it involves quite a bit of time. I would also need approval from our managing attorney. If we do not go further than the current action, there are some other resources for low-income clients. We can discuss that if needed. It also concerns me that you believe I am not representing you to your satisfaction. You make statements that indicate you have different thoughts on what is important in this argument. You are focusing on what you believe to be unconscionable as a main part of the argument. As I have explained, the law for mobile homes is not clear and does not indicate that an eviction based on end of the lease term can be stopped based on bad faith or being unconscionable. The issue is land rights vs. tenant rights. A landowner has the right to end someone's lease and recover possession of their land generally. The difference in your case is our argument that the law for mobile home parks does not allow for that type of eviction. We have a couple weaknesses in that

argument. How does a lease and tenant have superior rights than the landowner? The agreement to rent is a contract and contracts can end. I think this issue would be different if the mobile home park owner sought to no longer operate a mobile home park. As you seem to disagree with my view of the case and argument, you can certainly represent yourself at this hearing or if needed moving up to the court of appeals. Let me know if you want to go over anything else before tomorrow's hearing.

Matthew M. Billingsley, Housing Lead Attorney

2803 Carner Avenue

North Charleston South Carolina 29405

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-----Original Message-----

From: Russell Crawford <russcrawfordsc@gmx.com>

Sent: Monday, April 18, 2022 8:08 AM

To: Matthew Billingsley <matthewbillingsley@sclegal.org>

Subject: Hearing tomorrow at 3 pm
4/18/22 Counselor,

Just a few words that may help refresh your memory that we're actually dealing with the issue of what is an unconscionable decision and what is not.

Please remember you've reviewed 19 emails I forwarded from the plaintiff that clearly self describe a business operator who does not operate in good faith, who seeks to make more money in rent after I'm gone thanks to the \$30,000 repairs and renovations I added to the

home, who will gain 'unjust enrichment' from his unlawful attempts at raising only my rent repeatedly, and STILL threatens to do so if the hearing goes favorably. If not, I will pity the lot of you for ending a life and for shutting down a two-year-old beneficial online ministry. Be sure to inform the judge it would be inhuman to agree to dispossess an elderly, retired Civil Servant and disabled minister, who is seriously ailing as a result of all the unjustified persecution of an old man who is expected to be thrown into the street, where he has no defense against unwanted noises day or night, unable to maintain the 24 hour 360 degree 24/7 surveillance system to protect me from muggers, murderers, robbers or rapists, not to mention exposing me to multiple chances to get the virus and all due to spite, for I've done nothing wrong, broken no laws or rules, I only injured my landlord's ego when I told him I didn't want to be disturbed.

All of this elder abuse started three years ago, and I've been unduly placed under stress by a legal system that doesn't seem to understand the difference between right from wrong, who is guilty and who is innocent. I've broken no laws, I have harmed no one. I have only been a blessing to all my neighbors so why am I being asked to submit to a legal contract that unnecessarily restricts my Constitutional guarantee to security in my possessions, a jury trial when requested, which was denied on the false claim there was insufficient evidence to send it to a jury, a mere 17 hours before we were scheduled to choose from a pool of 50 summoned jurors.

Only, you know what? I don't believe jurors were ever summoned for this case which means the judge prejudged what her decision would be, which is what I expected when

after a court hearing she suggested to Mr. Babich he should try the end of lease term agreement clause. I have it recorded on audio tape as does the court. It should be an easy matter for investigators to confirm or deny.

Don't you remember when I tried to tell you of my evidence of the Judge's prejudice and bias against me you scolded me soundly and said I should never question a judge's objectivity. And why not! Magistrates are not superhuman. They are prone to the same human tendencies where, according to Neuroscience, 98% of people are unaware of the reasoning process in their decision making process in which the gut decides initially and the rational mind is called upon to rationalize the biased decision.

You were no different, within a very short time you revealed your annoyance and dislike for me. Remember what you said when I asked you why you were not more enthusiastic in support of me outside the initial phone call. Actually, I asked you twice, and your reply was the same; you said nothing. You were quick to warn me to expect a loss at each hearing, and you were correct.

I never heard the word 'unconscionable' mentioned by either of you during any of the hearings, I wonder why that was.

From all I've learned, it plays an integral part when determining legal actions based upon out the laws of the State.

It still cannot get over at the point in the hearing when the judge asked for one pertinent fact to oppose her ruling to rule for my eviction without a jury trial, you stood there and said nothing! I was do disappointed to hear you and the judge debating what would be more 'absurd' evicting a blameless person or not allowing a lot owner to ever evict anyone unless there was a reason. I have that also on tape.

I wonder why you didn't say something intelligent, helpful, and useful like, "If it please the court your Honor, I will give you three.

1. The abundant email evidence from the Plaintiff reveals him to be a businessman who has not operated in the past in good faith nor in the present with his three year history of persecuting, harassing and monetarily extorting money from Mr. Crawford as punishment, when he has done none harm, nor broken any rules nor cause any trouble during the 34 years he's live peaceably within the park.

Yes, he sued the neighbor for erecting a noisy ten-foot tall, illegal plastic tarp barrier right outside his East facing bedroom bay window, in which the Plaintiff helped him construct, which has kept him from conducting his usual spiritual sunrise morning services for nearly three year, which lawsuit was his legal right to do so. State law refuses to enforce harmful actions for one who does not operate in "Good Faith."

2. There are numerous emails confirming the Plaintiff's plan to evict, buy at auction the Defendant's newly remodeled home and rent it out for more money than he was charging the Defendant, thereby contributing to his "Unjust Enrichment", which the law

forbids.

3. To evict this respectable and reputable Minister of God who is of meager means and declining health due to all the stress he's been forced to endure from the Plaintiff during the past 30 months taking the form of repeated rent increases and threats of eviction for no reason at all certainly qualifies as a classic example of "Unconscionable Action". Let's proceed with the jury trial set for tomorrow morning and see what six impartial people decide as to what's fair and just in this matter."

Email sent to Mr. Babich on 9/6/18 ...I do not like being disturbed.

Emails received by Mr. Babich.

June 1, 2019

...I used to be idealistic Now can you tell me why when space rent at a fully occupied crowded park next to us is charging the market rate of \$295, Do I ever get someone saying Ray that's cool of you not charging market rent? No because no good deed goes unpunished.

So being tired of people who don't appreciate it , hate me even, can you explain why am I so stupid stupid stupid to give a everyone a break on the monthly rent when they have a low opinion of me and my rules? Can you try to answer that? The answer is to not be a schmaltz, run the business , raise rents and

then they can have a low opinion of me at 50 or 70 dollars a month more space rent So expect rent increases....The penalty can go to eviction if you harass neighbors...

STATE OF SOUTH CAROLINA) IN THE COURT OF APPEALS COUNTY OF
CHARLESTON)

Russell Crawford, Appellant)

Raymond Babich,

) BOND TO STAY EXECUTION ON
) APPEAL TO COURT OF APPEALS

Respondent) C.A. NO.: 2021-CP-10-03684

Now comes the tenant in the above-entitled action and respectfully shows the court that a judgment of ejectment was issued against the tenant and for the landlord on July 19, 2021 by the

presiding magistrate. Tenant appealed the judgment to the circuit court. Thereafter, the Circuit Court denied the appeal and the tenant appeals the decision to the Court of Appeals.

The tenant is obligated to pay rent in the amount of \$376.00 per month due on the 1st day of each month.

Tenant hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the court and moves the Circuit Court or Court of Appeals to stay execution on the judgment for ejectment until this matter is heard on appeal and decided by the Court of Appeals.

Date: 5-2-22 
Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard on appeal and decided by the Court of Appeals. If Tenant fails to make any rental payment within five days of the due date, upon application of the landlord, the stay of execution shall dissolve, the appeal by the tenant to the circuit court on issued dealing with possession must be dismissed, and the sheriff may dispossess the tenant

Date: _____
Judge or Clerk

THE STATE OF SOUTH CAROLINA In The
Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Hon. R. Markley Dennis, Jr., Circuit Court Judge

Case No. 2021-CP-w03684

Russell Crawford

Appellant

Raymond Babich

Respondent

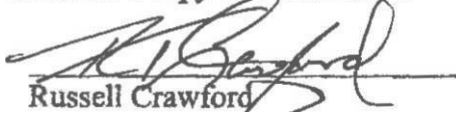
MOTION TO WITHDRAW AS COUNSEL

Pursuant to Rule 2641 am the attorney of record until withdrawal is approved. This motion to withdraw is based on the retainer agreement of South Carolina Legal Services, which serves low-income clients. The retainer agreement states that there must be further in writing to request a client for an appeal. Each request for representation on appeal would therefore be created as a new case and application. Mr. Crawford is aware and discussed with Matthew M. Billingsley that South Carolina Legal Services would not represent him in an appeal of this case. Accordingly, we cannot represent him further. Pursuant to Rule 264 South Carolina Legal Services filed the Notice of Appeal for Mr. Crawford so that he may perfect his appeal. I request that Matthew M. Billingsley and South Carolina Legal Services be allowed to withdraw as counsel and be relieved of further duties to Appellant.

s/Matthew M.
Matthew M. Billingsley SC Bar
76095
South Carolina Legal So-vices
2803 Carner Avenue
North Charleston, SC 29405 May 2, 2022

(843) 262174 (843) 760-1090 (fax)

received a copy of this motion:


Russell Crawford

I consent to this motion and

THE STATE OF SOUTH CAROLINA In
The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Hon. R. Markley Dennis, Jr., Circuit Court Judge

Case No. 2021-CP-10-03684 _____

Russell Crawford

Appellant

v.

Raymond Babich

Respondent

NOTICE OF APPEAL _____

Russell Crawford appeals the order of the Honorable R. Markley Dennis, Jr. dated April 26, 2022. Appellant received written notice of entry of Judge Dennis' order on April 26, 2022.

May 6, 2022

SOUTH CAROLINA LEGAL SERVICES

s/Matthew M. Billingsley

By: Matthew M. Billingsley, S.C. Bar No. 76095

2803 Carner Avenue

North Charleston, SC 29405

(843) 266-2174

Attorneys for Appellant

THE STATE OF SOUTH CAROLINA In
The Court of Appeals _____

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Hon. R. Markley Dennis, Jr., Circuit Court Judge

Case No. 2021-CP-10-03684 _____

Russell Crawford

Appellant

v.

Raymond Babich

Respondent

CERTIFICATE OF SERVICE _____

I certify that I have served the Notice of Appeal, Bond to Stay, and Motion to Withdraw on Raymond Babich via email and by depositing a copy of it in the United States Mail, postage prepaid, on May 6, 2022, addressed as follows:

Raymond Babich
668 W. Front Street
Summerville, SC 29485 Waterpump55@yahoo.com.

I certify that I also filed the notice of appeal with the Court of Common Pleas via e-filing.

May 6, 2022

SOUTH CAROLINA LEGAL SERVICES

s/Matthew M. Billingsley

By: Matthew M. Billingsley, S.C. Bar No. 76095
2803 Carner Avenue
North Charleston, SC 29405 (843) 266-2174

On 5/9/2022 8:17 AM, Holmes, Tammie wrote:

- > From: Holmes, Tammie
- > Sent: Monday, May 9, 2022 11:15 AM
- > To: 'russcrawford@GMX.com' <russcrawford@GMX.com>
- > Cc: Transcripts <transcripts@sccourts.org>
- > Subject: Russell Crawford v. Raymond Babich
- > Good morning Mr. Crawford,

>

> I have received your transcript request for the above referenced matter, but there are no WebEx recording for April 19, 2022 with this case or April 26, 2022. Could you have possibly gotten the date wrong for these hearings? Please review the attached Transcript Request form to make sure that all information is correct. Also, were there any attorneys on this matter? >

Thank you,

> Tammie M. Holmes

> Court Reporter Manager

> South Carolina Judicial Branch

> 1220 Senate Street, Ste. 200

> Columbia, SC 29201

> tholmes@sccourts.org

> 803-734-1825

5/9/22 Ms. Holmes,

Thank you for your courteous reply. There is no mistake regarding the date and time of the hearing on April 19, 2022 scheduled for 3 pm, but due to a couple of phone calls Judge Dennis had to take care of, the hearing didn't start until 3:15 pm. Joy S. Johnson, County Clerk, told me to look for the case at "Pos. #31, for April 19, 2022 because it was not listed as a scheduled event when I first looked for it prompting me to ask if it was inserted out of turn.

It was at that time, when my attorney Matthew Billingsley, tried to represent me but was cut short within a couple of minutes when the Plaintiff, Mr. Babich arrived, was greeted by the judge, whereupon they spoke for a couple of minutes and then the judge made his rush to judgement to sustain the eviction order against me, all within five minutes!

I have been steamrolled and swindled out of my home by two judges who gave no indication they gave a respectful reading of the arguments my attorney submitted in this case. I was denied my legal right to a jury trial a mere 17 hours before 50 jurors were supposed to have been convened for our selection process. I personally do not believe any potential jurors were summoned as Judge Mikell was the one who first suggested to Mr. Babich to use the "30 days notice of termination of agreement" clause that comes with every rental agreement, as the reason for my eviction. Why would she suggest this and then rule against it? All of this is going to look very bad for everyone involved.

The file submitted to Judge Dennis stated that I am a 72 year old retired, disabled Civil Servant and still practicing Christian minister in poor health, who has owned my mobile home, which I recently spent \$30,000 to renovate, and have lived in peaceably since 1998. The file further stated that due to its age my home is legally unable to be moved from the mobile home park where I have lived in peacefully since 1988.

Dozens of emails from Mr. Babich, submitted to the court have unequivocally concluded that Mr. Babich has not conducted himself towards me in 'Good Faith', has been continuously harassing me with threatening emails and punitive rent increases since 2019 in his evil attempt to take over my ultimately abandoned home (due to the eviction) thereby gaining an 'Unjust

Enrichment' by acquiring my property in this way, and thereby causing in an "Unconscionable" judgement in this case which absolutely wreaks of extreme corruption, or incompetence.

One of my main pieces of evidence for requesting an appeal was the appalling lack of just jurisprudence in this case, which is the worst I've ever witnessed. If the eviction is sustained it will set a precedent as a landmark decision wherein any unscrupulous mobile park owner has to do to gain possession of mobile homes he does not own would be to serve them with a no-fault, 30 day notice of eviction. Whatever is not ethically or morally right cannot stand as lawfully right in this land of just laws.

And now that you tell me no record was made of this hearing upon which I planned to rely on as proof of a rush to judgement and a total lack of justice, it shouldn't come as a surprise to me. The only way it seems to cover up the iniquities that have been committed in this case would be to silence me through eviction, which due to the lack of my current 24/7 video security system I likely won't survive a month living outside of my home.

Your statement only serves to confirm my suspicions that a conspiracy to swindle and defraud me of my home, safety, security and freedom is being perpetrated, quite likely because I am a member of the National Whistleblowers Association and over the past three years have placed over 300 verifiable reports of disturbing of the peace to Police dispatch due to the North Charleston Police Department's unwillingness to enforce the law against the nearby 787 Bar and Grill, (which is actually a Dance Club) and thus allowing audio abuse to saturate my community of over 200 low income residents five nights a week from 8 pm to 2 am.

My/Our Constitutional rights and Civil Liberties have been grossly violated and I will not stop pursuing justice until I am vindicated, and my neighbors and I liberated from the unnatural nocturnal noises we've been forced to unduly endure since 12/21/2018.

No reply is expected unless you find the recording of this case.

Respectfully,

RT Crawford/Minister



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS

POST OFFICE BOX 11629

CLERK

COLUMBIA, SOUTH CAROLINA 29211

CHIEF DEPUTY CLERK V. CLAIRE ALLEN

COLUMBIA, SOUTH CAROLINA 29201 TELEPHONE: (803) 7341220 SENATE STREET -1890

FAX: (803) 734www.sccourts.org -1839

May 12, 2022

Mr. Matthew M. Billingsley, Esquire 2803 Carner
Ave.
N. Charleston SC 29405

Re: Russell Crawford v. Raymond Babich
Appellate Case No. 2022-000622

Dear Counsel:

This Court has received your notice of appeal, and the case has been assigned the appellate case number that appears above. Please use this number on all future correspondence relating to this matter.

All parties to this matter are advised that all filings must comply with the requirements of Rule 267 of the South Carolina Appellate Court Rules (SCACR).

The SCACR are available online at www.sccourts.org/courtreg. Additionally, any filings submitted by counsel admitted in South Carolina must include counsel's bar number. The attention of the parties is directed to the order relating to the inclusion of personal data identifiers and other sensitive information in documents filed with the Supreme Court of South Carolina and the South Carolina Court of Appeals. The order can be found at

www.sccourts.org/courtOrders/displayOrder.cfm?orderNo=2014-04-15-02. Please note that the responsibility for insuring that information is redacted or sealed as required by this order rests with counsel and the parties. This office will not review filings for redaction or to determine if materials should be sealed.

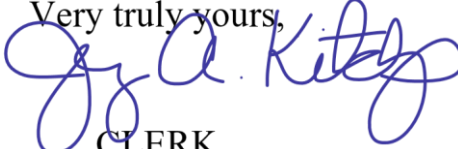
This is to advise that the title in the above matter has been changed to read as follows:

Russell Crawford, Appellant,

v.

Raymond Babich, Respondent.

All future records in this matter should be changed to reflect this title. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

CLERK

cc: Raymond Babich

Subject:

RE: transcript for case 2021-CP-10-03684 From:

Matthew Billingsley <matthewbillingsley@sclegal.org> Date:
5/31/2022, 9:56 AM

To:

"Holmes, Tammie" <tholmes@sccourts.org>, Transcripts <transcripts@sccourts.org> CC:
Russell Crawford <russcrawfordsc@gmx.com>, "waterpump55@yahoo.com"
<waterpump55@yahoo.com>

It was at 3:00 p.m. on the 19th.



Matthew M. Billingsley, Housing Lead Attorney **2803**

Carner Avenue

North Charleston South Carolina 29405 Phone: (843) 266-2174

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From: Holmes, Tammie <tholmes@sccourts.org>

Sent: Tuesday, May 31, 2022 9:22 AM

To: Matthew Billingsley <matthewbillingsley@sclegal.org>; Transcripts <transcripts@sccourts.org>

Cc: Russell Crawford <russcrawfordsc@gmx.com>; waterpump55@yahoo.com **Subject:** RE: transcript for case 2021-CP-10-03684

Good morning again,

I have just went back through all of April 18th and 19th, your hearing is not on any of these recordings. Do you know what time this hearing took place?

Thank you,

Tammie M. Holmes

Court Reporter Manager

South Carolina Judicial Branch

1220 Senate Street, Ste. 200 Columbia, SC

29201 tholmes@sccourts.org

803-734-1825

From: Matthew Billingsley <matthewbillingsley@sclegal.org>

Sent: Thursday, May 26, 2022 2:21 PM

To: Holmes, Tammie <tholmes@sccourts.org>; Transcripts

<transcripts@sccourts.org> **Cc:** Russell Crawford <russcrawfordsc@gmx.com>;

waterpump55@yahoo.com **Subject:** transcript for case 2021-CP-10-03684 Ms. Holmes,

I wanted to check with you on the transcript issue for this case. Mr. Crawford requested a copy of the transcript, and you replied that a recording could not be located. I was the attorney for Mr. Crawford at the hearing. It was heard on April 19, 2022. It was on the docket for motions for judge Dennis that started on April 18, 2022. It was a Webex hearing. I am not sure if it would show up as April 18 as that is the start date of the roster. Ours was one of many hearings on the roster. Please let me know if you need any more information to help locate the recording.



Matthew M. Billingsley, Housing Lead Attorney

2803 Carner Avenue

North Charleston South Carolina 29405 Phone: (843) 266-2174

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FORM 13

BRIEF OF APPELLANT

THE STATE OF SOUTH
CAROLINA

In The Court of
Appeals [In The
Supreme Court]

APPEAL FROM CHARLESTON COUNTY
Court of Common
Pleas

Circuit Court Judge Hon. R.

Markley Dennis, Jr.,

Case No. 2021-CP-10-03684 4/26/22

(Audio recording of the hearing could not be located) Currently
case No. 2022-000622

Russell Crawford, Appellant

v.

Raymond Babich, Respondent

Russell Crawford
4683 W Montague Ave Lot 3

Appearing as the Appellant pro se

N. Charleston, S. C. 29418
in this current case No.
2022000622

[INITIAL] BRIEF OF APPELLANT

Motion for appeal to reverse the order of eviction.

FACTUAL BACKGROUND

Respondent is the owner of a mobile home park. Appellant has lived at the mobile home park at issue in this case since 1988, and on the current lot since

1998. Appellant owns his mobile home that was manufactured in 1975.

In order to get a permit to move a mobile home, it must be wind zone II certified. Mobile homes manufactured before 1976 are not rated for wind zone II, and is therefore unable to be legally transported over South Carolina roads for safety reasons.

Therefore, no permit can be obtained to move Appellant's mobile home in Charleston or the surrounding counties.

Respondent presented a lease for Appellant's current lot from 1998 signed only by the Appellant and in a printing style closely resembling the Respondent's printing style found in his petitions to the court for eviction.

There is no separate lease signed between Respondent and Appellant as the respondent did not see it necessary as the appellant had a month-to-month tenancy. Respondent sent Appellant an email with a 30-day notice to terminate the tenancy on March 17, 2020.

Respondent filed this action on July 15, 2020, alleging that Defendant's lease has ended and seeking ejectment of Appellant and his mobile home.

The 'lease' in question is a standard agreement form that states no termination date and Appellant has been a month-to-month holdover tenant from the start, subject to the standard terms for home owning tenants in a mobile home park.

Appellant filed a motion for summary judgment, with Magistrate Amy Mikell and was denied.

Respondent filed his motion for summary judgment, which the Magistrate heard on July 14, 2021, and granted, leaving the court less than two hours to contact the 50 summoned jurors for the jury trial the Appellant requested and was denied seventeen hours before jury selection.

It is the Appellant's belief that no potential jurors were summoned because the Magistrate originally suggested to Respondent that he file for eviction using the thirty-day notice clause at the conclusion of the first eviction hearing in which the Magistrate denied the Respondent's first eviction request for lack of merit. The Appellant believes that he was treated unfairly by the court and the respondent.

STANDARD OF REVIEW

Magistrate's Court judgments are effectively subject to a de novo standard of review in Circuit Court. S.C. Code Ann. § 18-7-170 provides that:

"[u]pon hearing the appeal the [Circuit Court] shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact."

In addition to correcting errors of law, this statute gives the Circuit Court authority to reverse a Magistrate's findings of fact. *Burns v. Wannamaker*, 281 S.C. 352; 315 S.E.2d 179 (Ct. App., 1984); *Parks v. Characters Night Club*, 345 S.C. 484; 548 S.E.2d 605 (Ct. App. 2001).

The Circuit Court has the same power in an appeal from Magistrate's Court as the Circuit Court in trials without a jury and may draw factual conclusions different from those of the Magistrate when considering the same evidence. See *Vacation Time of Hilton Head Island, Inc. v. Kiwi Corp.*, 280 S.C. 232; 312 S.E.2d 20 (S.C. App, 1984).

ARGUMENT

Appellant submits that, for the reasons that follow, the Magistrates court, and Magistrate in the court of Common Pleas erred in holding that an eviction is proper in this case. The appellant believes that there was no end date to the tenancy and therefore cannot be evicted without one.

Appellant requests that this Court reverse the judgment of the court below granting an eviction for the following reasons.

Magistrate Dennis in the Court of Common Pleas allowed defense counsel only two minutes to speak before he was interrupted by the late arrival of the

Respondent, whereupon after speaking with him for a couple of minutes, then made his ruling. There was not due process in the Magistrate making his ruling.

Request for the court transcript of this meeting was met with the admission by the Clerk of the court that no such recording of this five-minute session could be located.

The arguments for dismissal by the Magistrate were never allowed to be made by the attorney for the Appellant, and they are as follows:

The Manufactured Home Park Tenancy Act, and specifically S.C. Code §27-47-530 does not provide for an eviction from a mobile home park for end of lease term.

This tenancy is subject to the Manufactured Home Park Tenancy Act, hereinafter MHPTA. S.C. Code §27-47-530 sets out the grounds for an eviction of a mobile home from a lot such as in this case.

Absent from this list is the end of lease term. S.C. Code §27-47-20 describes the purpose of the MHPTA.

The purpose and policy is to clarify the law, rights, and obligations of the owner and tenant, and it is to be applied to promote the statutes purpose and policy.

The MHPTA does not list end of lease term as a ground allowed for eviction.

Although it lists a general provision for “other reason sufficient under common law,” this provision must be construed to promote the policy of clarifying the law related to these tenancies. S.C. Code §27-47-530 (A) (8).

The MHPTA set out in Chapter 47 of title 27 came to be after the Residential Landlord Tenant Act (RLTA) in Chapter 40 and the ejectment of tenants set out in Chapter 37. S.C. Code §27-37-10 specifically sets out three reasons a tenant can generally be evicted.

The MHPTA came out much later and is specific to situations such as this case. It specifically does not list end of the lease term.

The legislature clearly knew and could have listed end of the lease term as a reason for eviction if they intended that to be available to owners.

Included in the MHPTA is failure to pay rent and lease violations, both of which are also listed in S.C. Code §27-37-10.

S.C. Code §27-47-530 sets out the reasons that a mobile home park owner may

bring an eviction action.

It does not reference other sections within the MHPTA or set out additional grounds for eviction in other sections. S.C. Code §27-47-530(8) notes “other reason under common law,” however a reference to common law does not draw in another statute.

It would reference causes of action available to owners of mobile home parks under common law.

Magistrate Mikell’s decision and order and subsequent confirmation by Magistrate Dennis do not specify that Respondent’s cause of action arises from common law, but rather through the above referenced statutes.

The South Carolina Supreme Court addressed an issue involving a landlord and tenant lease in *Koon v. Fares* 379 S.C. 150 (2008).

The case reviewed the meaning of a contract term and found that the ability to terminate and evict based on an end of lease term was available to the landlord despite the contract only noting the tenant’s ability to terminate the tenancy.

The Residential Landlord Tenant Act applied in that case and contained a provision in the statute to allow such termination by the landlord.

The current action is different as it involves the Manufactured Home Park Tenancy Act that contains a specific statute for eviction grounds. S.C. Code §2747-530 uses the term “may” in stating the reasons for an eviction.

That term is referring to the landlord’s discretion to evict for one of those reasons or to not evict the tenant. In *Prevatte v. Asbury Farms*, 302 S.C. 413 (1990) the SC Court of Appeals looked at the meaning of “may” as it related to reclaim for attorney fees related to the return of a security deposit.

The Court found that “may” referred to the discretion of the tenant to request the fees rather than the discretion of the lower court to grant the fees.

Other provisions of the MHPTA do not state a separate ground for eviction. S.C. Code §27-47-310 discusses what is required to be in a written lease to be provided by the owner.

It states that terms of the lease should include notice period to terminate the tenancy, which the preferred document does not.

It does not state that end of tenancy is a ground for eviction. In this case, as long as the Plaintiff operates the mobile home park, he does not have a statutory right of eviction based on end of the lease term, as this would be tantamount to discrimination against a tenant.

While rules of statutory construction look to interpret the words of a particular statute, they do not add terms to the statute.

A decision in favor of Respondent would be to add a number 10 to the grounds for eviction in S.C. Code §27-47-530 which the legislature failed to do.

S.C. Code §27-47-440 sets out the right of a mobile home park owner to approve someone purchasing a mobile home located within the park.

However, the owner cannot unreasonably withhold his approval. An eviction based on end of the lease term would render S.C. Code §27-47-440 useless. A tenant with a month-to-month lease or agreement could sell a mobile home to another with the reluctant approval of the mobile home park owner.

The new buyer could then be immediately given a notice of end of the lease term in 30 days requiring the home to be moved. This goes against the intent

and purpose of the statute.

B. An act of bad faith in violation of S.C. Code §27-47-220 could act as a defense to the eviction based on end of lease term.

S.C. Code §27-47-220 imposes a duty of good faith in any duty or act under the MHPTA for owners and tenants. The nineteen emails from the Respondent, submitted to the court as evidence, reveal that the respondent has not operated in good faith towards the Appellant in this matter.

Further, it is not a lease per se, but rather a general agreement for a month-to-month holdover tenant stating no term limit or date of expiration.

Although the laws are silent as to what an appropriate remedy would be, it could act as a defense to the eviction filed in this case. The obligation of good faith includes actions as "...a condition precedent to the exercise of a right or remedy..." This could include the notice of end of lease term. While the statute appears to be ambiguous as to whether this includes the motivation of the owner to terminate the lease, a motive rooted in bad faith has an unjust and unconscionable result.


In this case Appellant has an old mobile home that has impediments to move based on its age and inability to get a permit as well as the prohibitive cost or the willingness of a mobile home mover to take on the task even if allowed to by a county.

Effectively, the result is that Appellant loses his home without fault on his part.

If the eviction is enforced by this court it will establish a precedent that any unscrupulous owner of any of the 80,000+ mobile home parks in the State of South Carolina could use as settled law to evict and acquire any home owned by any tenant in their park who is unable to afford to move their home elsewhere.

THEREFORE, Appellant hereby respectfully requests that the court's ejection be stayed, and the judgment for eviction be reversed.

Respectfully Submitted on June 22, 2022 for Case No. 2022-000622 by Russell Thomas Crawford - Appellant, Pro se

X  272046095640416... 7/4/2022

FORM 14

DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL

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

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Circuit Court Judge Hon. R.

Case No. 2021-CP-10-03684

Russell Crawford, Appellant

v.

Raymond Babich, Respondent

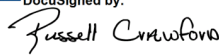
DESIGNATION OF MATTER TO BE
INCLUDED IN THE RECORD ON APPEAL

Appellant proposes the following be included in the Record on Appeal:

1. Order Denying Appeal by Judge R. Markley Dennis
2. Appeal Flow Chart Timetable
3. Appeal Personal Documents and Files
4. Common Please Filings
5. Magistrate Return
6. Appeal Bond to Stay
7. Transcript Request Form
8. Court of Appeals Order
9. Transcript Emails
10. Magistrate Return Emails by Attorney

I certify that this designation contains no matter which is irrelevant to this appeal.

July 05, 2022

DocuSigned by:

272046095640416...

FORM 7 PROOF OF SERVICE OF A NOTICE OF APPEAL

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

APPEAL FROM CHARLESTON COUNTY Court of Common Pleas

Judge Hon. R, Circuit Court Judge

Case No. 2021-CP-10-03684

Russell Crawford, Appellant

v.

Raymond Babich, Respondent

PROOF OF SERVICE _____

I certify that I have served the Notice of Appeal on Raymond Babich by depositing a copy of it in the United States Mail, postage prepaid, on 07/05/2022, addressed to his personal residence of record, 668 W. Front St. Lincolnton, SC 29485. Attached below will be the proof of service to Raymond Babich. Let the image below be proof of service to the respondent of this appeal. Raymond Babich was served on July 5th, 2022 by certified mail.

7022 0410 0003 0232 1234

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Summerville, SC 29485

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Certified Mail Fee	\$3.75	0240
	\$0.00	45
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.78	
Total Postage and Fees	\$4.53	07/05/2022

Postmark Here

Sent to: Ray Babich
 Street and Apt. No. or PO Box No. 628 W. Front St
 City, State, ZIP+4® Lincolntonville, SC 29485

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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 (800)275-8777

07/05/2022 09:11 AM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.78
Summerville, SC 29485 Weight: 0 lb 1.30 oz Estimated Delivery Date Thu 07/07/2022			
Certified Mail®			\$3.75
Tracking #:	70220410000302321234		
Total			\$4.53
Grand Total:			\$4.53
Cash			\$5.00
Change			-\$0.47

 Every household in the U.S. is now eligible to receive a third set of 8 free test kits. Go to www.covidtests.gov

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 Receipt #: 840-52900147-3-5728192-1
 Clerk: 45

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT

Russell Crawford,

)
)
)

Appellant

) **BOND TO STAY EXECUTION ON**
) **APPEAL TO COURT OF COMMON**
) **PLEAS**

vs.

)
)

Raymond Babich,

)
)

Respondent

) C.A. NO.: 2021-CP-10-03684

Now comes the tenant in the above-entitled action and respectfully shows the court that a judgment of ejection was issued against the tenant and for the landlord on July 14, 2021 by the presiding magistrate. Tenant appealed the judgment to the Court of Common Pleas.

The tenant is obligated to pay rent in the amount of \$360.00 per month due on the 1st day of each month as previously determined in the underlying case.

Tenant hereby undertakes to pay the periodic rent as it becomes due as determined by the Magistrate at a bond hearing and moves the Circuit Court or Magistrate Court to stay execution on the judgment for ejection until this matter is heard on appeal and decided by the Court of Common Pleas.

Date: August 11, 2021

s/Matthew M. Billingsley

Attorney for Tenant

Upon execution of the above bond, execution on the judgment of ejectment is hereby stayed until the action is heard on appeal and decided by the circuit court. If Tenant fails to make any rental payment within five days of the due date, upon application of the landlord, the stay of execution shall dissolve, the appeal by the tenant to the circuit court on issued dealing with possession must be dismissed, and the sheriff may dispossess the tenant.

Date: _____ Judge or Clerk

STATE OF SOUTH CAROLINA	)	IN THE COURT
OF COMMON PLEAS)	
COUNTY OF CHARLESTON	)	OF THE NINTH JUDICIAL CIRCUIT
)	
Russell Crawford,)	
)	
APPELLANT)	
	)	Magistrate case no: 2020-CV-10-10100656
)	
	)	NOTICE OF CIVIL APPEAL
)	
vs.)	
)	
Raymond Babitch,)	
)	
RESPONDENT)	

The Appellant Russell Crawford hereby gives notice of appeal from the judgment of the Magistrate’s Court in the above action, to the Court of Common Pleas, in the county of CHARLESTON. This notice of appeal is made subsequent to the final decision of the Magistrate Court. The Magistrate Court held a hearing in this matter on July 14, 2021, and issued an oral decision in favor of the Respondent. On July 19, 2021, the Magistrate Court issued a written order. The Appellant’s exceptions to the Magistrate’s judgment follow:

FACTUAL BACKGROUND

Respondent is the owner of a mobile home park. Defendant has lived at the mobile home park at issue in this case for the past 32 years and on the current lot since 1998. Appellant owns his mobile home that was manufactured in 1975. In order to get a permit to move a mobile home, it must be wind zone II certified. Mobile homes manufactured before 1976 are not rated for wind zone

II. Therefore, no permit can be obtained to move Defendant's mobile home at minimum in Charleston and the surrounding counties. Respondent presented a lease for Appellant's current lot from 1998. Respondent purchased the mobile home park after that lease. There is no separate lease signed between Respondent and Appellant. Respondent sent Appellant an email with a 30day notice to terminate the tenancy on March 17, 2020. Respondent filed this action on July 15, 2020, alleging that Defendant's lease has ended and seeking ejectment of Appellant and his mobile home. Appellant filed a motion for summary judgment, which the Magistrate denied. Respondent filed his motion for summary judgment, which the Magistrate heard on July 14, 2021, and granted. This appeal followed.

STANDARD OF REVIEW

Magistrate's Court judgments are effectively subject to a *de novo* standard of review in Circuit Court. S.C. Code Ann. § 18-7-170 provides that:

[u]pon hearing the appeal the [Circuit Court] shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.

In addition to correcting errors of law, this statute gives the Circuit Court authority to reverse a Magistrate's findings of fact. Burns v. Wannamaker, 281 S.C. 352; 315 S.E.2d 179 (Ct. App., 1984); Parks v. Characters Night Club, 345 S.C. 484; 548 S.E.2d 605 (Ct. App. 2001). The Circuit Court has the same power in an appeal from Magistrate's Court as the Circuit Court in trials without a jury and may draw factual conclusions different from those of the Magistrate when considering the same evidence. *See* Vacation Time of Hilton Head Island, Inc. v. Kiwi Corp., 280 S.C. 232; 312 S.E.2d 20 (S.C. App, 1984).

ARGUMENT

Appellant submits that, for the reasons that follow, the court below erred in holding that an eviction is proper in this case. Appellant requests that this Court reverse the judgment of the court below granting an eviction.

A. The Manufactured Home Park Tenancy Act, and specifically S.C. Code §2747530 does not provide for an eviction from a mobile home park for end of lease term.

This tenancy is subject to the Manufactured Home Park Tenancy Act, hereinafter MHPTA. S.C. Code §27-47-530 sets out the grounds for an eviction of a mobile home from a lot such as in this case. Absent from this list is the end of lease term. S.C. Code §27-47-20 describes the purpose of the MHPTA. The purpose and policy is to clarify the law, rights, and obligations of the owner and tenant, and it is to be applied to promote the statutes purpose and policy.

The MHPTA does not list end of lease term as a ground allowed for eviction. Although it lists a general provision for “other reason sufficient under common law,” this provision must be construed to promote the policy of clarifying the law related to these tenancies. S.C. Code

§2747530 (A) (8). The MHPTA set out in Chapter 47 of title 27 came to be after the Residential Landlord Tenant Act (RLTA) in Chapter 40 and the ejectment of tenants set out in Chapter 37. S.C. Code §27-37-10 specifically sets out three reasons a tenant can generally be evicted. The MHPTA came out much later and is specific to situations such as this case. It specifically does not list end of the lease term. The legislature clearly knew and could have listed end of the lease term as a reason for eviction if they intended that to be available to owners. Included in the MHPTA is failure to pay rent and lease violations, both of which are also listed in S.C. Code §2737-10.

Judge Mikell found that S.C. Code §27-47-110 allows for S.C. Code §27-40-770(b) to apply in this case, which requires that it is not contrary to or inconsistent with S.C. Code §2747530. It is contrary and inconsistent as section 530 sets out the reasons that a mobile home park owner may bring an eviction action. It does not reference other sections within the MHPTA or set out additional grounds for eviction in other sections. S.C. Code §27-47-530(8) notes “other reason under common law,” however a reference to common law does not draw in another statute. It would reference causes of action available to owners of mobile home parks under common law. Judge Mikell’s order and decision do not specify that Respondent’s cause of action arises from common law, rather through the above referenced statutes. The South Carolina Supreme Court

addressed an issue involving a landlord and tenant lease in Koon v. Fares 379 S.C. 150 (2008). The case reviewed the meaning of a contract term and found that the ability to terminate and evict based on an end of lease term was available to the landlord despite the contract only noting the tenant's ability to terminate the tenancy. The Residential Landlord Tenant Act applied in that case and contains a provision in the statute to allow such termination by the landlord. The current action is different as it involves the Manufactured Home Park Tenancy Act that contains a specific statute for eviction grounds. S.C.

Code §27-47-530 uses the term "may" in stating the reasons for an eviction. That term is referring to the landlord's discretion to evict for one of those reasons or to not evict the tenant. In Prevatte v. Asbury Farms, 302 S.C. 413 (1990) the SC Court of Appeals looked at the meaning of "may" as it related to acclaim for attorney fees related to the return of a security deposit. The Court found that "may" referred to the discretion of the tenant to request the fees rather than the discretion of the lower court to grant the fees. Other provisions of the MHPTA do not state a separate ground for eviction. S.C. Code §27-47-310 discusses what is required to be in a written lease to be provided by the owner. It states that terms of the lease should include notice period to terminate the tenancy. It does not state that end of tenancy is a ground for eviction. In this case, as long as the Plaintiff operates the mobile home park, he does not have a statutory right of

eviction based on end of the lease term. While rules of statutory construction look to interpret the words of a particular statute, they do not add terms to the statute. A decision in favor of Respondent would be to add number 10 to the grounds for eviction in S.C. Code §27-47-530 when the legislature failed to do so.

S.C. Code §27-47-440 sets out the right of a mobile home park owner to approve someone purchasing a mobile home located within the park. However, the owner cannot unreasonably withhold his approval. An eviction based on end of the lease term would render S.C. Code §27-47-440 useless. A tenant with a month-to-month lease could sell a mobile home to another with the reluctant approval of the mobile home park owner. The new buyer could then be immediately given a notice of end of the lease term in 30 days requiring the home to be moved. This goes against the intent and purpose of the statute.

B. An act of bad faith in violation of S.C. Code §27-47-220 could act as a defense to the eviction based on end of lease term.

S.C. Code §27-47-220 imposes a duty of good faith in any duty or act under the MHPTA for owners and tenants. Although it is silent as to what an appropriate remedy would be, it could

act as a defense to the eviction filed in this case. The obligation of good faith includes actions as “...a condition precedent to the exercise of a right or remedy...” This could include the notice of end of lease term. While the statute is ambiguous as to whether this includes the motivation of the owner to terminate the lease, a motive rooted in bad faith has an unjust result. In this case Appellant has an old mobile home that has impediments to move based on its age and inability get a permit as well as the cost or willingness of a mobile home mover to take on the task if allowed to by a county.

Effectively, the result is that Appellant loses his home without fault on his part.

THEREFORE, Appellant hereby respectfully requests that her ejection be stayed, that this matter be set for a hearing at a time mutually convenient to the Court and the parties, and that the Magistrate’s judgment be reversed.

Respectfully Submitted,

SOUTH CAROLINA LEGAL SERVICES

s/Matthew M. Billingsley

By: Matthew M. Billingsley
SC Bar No. 76095

August 11, 2021

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Court of Common Pleas

R Markley Dennis Jr., Circuit Court Judge

Appellate Case No.: 2022-000622 Circuit
Case No.: 2022-CP-10-03684

RUSSELL CRAWFORD,

Respondent,

v.

RAYMOND BABICH,

Appellant.

RESPONDENT'S DESIGNATION OF MATTERS TO BE INCLUDED
IN THE RECORD ON APPEAL

The Respondent proposes the following to be included in the Record on Appeal:

- 1 All Matter and Documents Identified by Appellant.

2. A Copy of the Appeal Hearing Transcript before Hon. R. Markley Dennis, Jr. had on April 19, 2022 in the Charleston County Court of Pleas.

I certify in accordance with Rule 209 of the S.C. Appellate Court Rules that this Designation contains no matter which is irrelevant to this appeal.

Dated: Mount Pleasant, S.C. October
10, 2022

Respectfully submitted,



William B. Jung, Esq. (#0068788)

William B. Jung, Esq. (#00 8788)

1156 Bowman Road, Ste. 200 Mount
Pleasant, S.C. 29464
(843) 576-4200

Attorney for the Respondent Raymond
Babich

PROOF OF SERVICE

I, William B. Jung, Esq., certify under penalty of perjury that on October 10, 2022, I served a copy of the Respondent's Designation of Matters to be included in the Record on Appeal by emailing and mailing a true and complete copy thereof the Appellant:

Raymond T. Crawford

4683 W. Montague Ave., Lot 3

North Charleston, S.C. 29418

russellcrawfordsc@gmx.com.

Dated: October 10, 2022



William B. Jung, Esq. (#0068788)
William B. Jung, Esq. 068788)

Attorney for the Respondent

THE STATE OF SOUTH CAROLINA

In the court of Appeals

**APPEAL FROM THE COURT OF COMMON PLEAS
CHARLESTON COUNTY**

R. Markley Dennis, Jr., Presiding Judge

Circuit Case No.: 2021-CP-10-10-03684 _____

Appellate Case No.: 2022-000622

Russell Crawford, Appellant

v.

Raymond Babich, Respondent William B. Jung,
Esq.

1156 Bowman Road, Ste 200

Mount Pleasant, S. C. 29464

(843) 576-4200

BradJung@msn.com

Attorney for the Respondent

Initial Reply Brief to Respondent's Reply Brief

TABLE OF CONTENTS AND CASES

Table of contents.....1

Statement of the Issues on Appeal2

Statement of the Case2-7

Circuit Court Appeal.....7

Dispute of Respondent's Statement of Facts8

Standard of Review9

Arguments

I. THE COURTS IMPROPERLY DETERMINED THAT APPELLANT'S MONTH-TO-MONTH TENANCY COULD BE TERMINATED BY RESPONDENT FOLLOWING SERVICE OF PROPER ADVANCE WRITTEN 30-DAYS NOTICE OF A DATE OF TERMINATION.

II. APPELLANT'S CLAIMS THAT RESPONDENT HAS ACTED IN BAD FAITH, STANDS TO GAIN UNJUST ENRICHMENT DUE TO AN UNCONSCIONABLE DECISION ARE

REVIEWABLE ISSUES ON THIS APPEAL

Designation of Matter to be included in the Record of Appeal9

Conclusion.....9

..... 10

Proof of Service10

STATEMENT OF THE ISSUES ON APPEAL

1. MAY THE OWNER OF A TRAILER PARK WHO HAS ACTED IN BAD FAITH AND STANDS TO GAIN AN UNJUST ENRICHMENT FROM AN UNCONSCIONABLE VERDICT OF EVICTING, WITHOUT CAUSE, A 72 YEAR OLD, DISABLED MINISTER, A CIVIL SERVICE RETIREE, WHO HAS HARMED NO ONE DURING THE 24 YEARS HE HAS OWNED HIS LEGALLY UNMOVABLE HOME?
2. ARE THERE ANY LEGITIMATE REASONS WHY THE SUBMITTED EMAILS SUPPORTING THE APPELLANT'S CLAIMS OF BAD FAITH ACTIONS BY THE

RESPONDENT WERE NOT READ BY THE MAGISTRATE
AND JUDGE WHO RULED ON THE CASE AND CONSIDERED AS
SUBSTANTIVE EVIDENCE OF MALICE AND FORETHOUGHT FROM
THE RESPONDENT?

STATEMENT OF THE CASE

This is an appeal from an April 26, 2022 Order of Circuit Court Judge R. Markley Dennis, Jr., presiding judge in the Charleston County Court of Common Pleas, which denied Appellant Crawford's ("Crawford" or "Appellant") Appeal of an August 10, 2021 Writ of Ejectment issued by Charleston County Magistrate Amy Mikell following July 19, 2021 Order granting of a Motion for Summary Judgment filed by Respondent Raymond Babich ("Babich" or "Respondent") for such ejectment relief.

Application for the Appellant's Ejectment

From emails between the parties submitted by the Appellant, it appears that the

Appellant had a history of requesting assistance through emails from the Respondent (beginning on April 17, 2019) to make attempts to keep the park quiet from the unlawful noises emanating from the nearby Bar and Dance Hall located 365 feet from Appellant's bedroom window.

Respondent refused to assist the Appellant in violation of his contractual obligation to do so. The MHPTA, SECTION 27-40-610 requires landlords to provide a safe environment in the park. Being subjected to sleep depriving sounds is not a safe environment to live in. Instead of assisting Respondent and fellow tenants living closest to the source of the 8 pm to 2 am, 5 nights a week subsonic noises he chose instead to respond with his August 2, 2019, emailed threat:

"I intend to ask the police department if your repeated calling activity could ever have an impact on them responding to a real emergency at this address. If the answer is yes, I have a hard decision to make regarding how to stop you from doing it." Eviction would seem to be a logical step in accomplishing this goal.

This was preceded by an unconscionable action by Respondent when he and the rear neighbor erected an illegal 10 foot tall, 100 foot long, flimsy, noisy plastic barrier outside my bedroom window in response to my letter offering the neighbor a new dog training collar and instructional DVDs to help quiet their yelping, screaming dog.

When I contacted the Zoning Department to inspect the barrier Respondent called my actions "hostile" and sent the following email on 8/2/2019 11:45 AM, Respondent Ray Babich wrote:

> Mr. Crawford,

> This is relating to the rent increase. It will be minor in my eyes because further hostile activity by you will involve much higher rent increases until your activity changes. I have no problem adding another hundred per month to the one coming, so please don't force the issue...

There may be further rent increases, which I have a history of doing when a tenant refuses to change the activity that caused the increase. You probably know better than I if you will get more increases. A case in point follows. You must stop annoying the next door neighbors at 4675

Montague. He is a valued neighbor to this trailer park...

This was in direct violation of the MHPTA SECTION 27-40-910. Retaliatory conduct prohibited.

(a) Except as provided in this section, a landlord shall not retaliate by increasing rent to an amount in excess of fair-market value or decreasing essential services or by bringing an action for possession after:

(1) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety; or

(2) the tenant has complained to the landlord of a violation of this chapter.

(b) If the landlord acts in violation of subsection (a), the tenant is entitled to the remedies provided in Section 27-40-660 as a defense in any retaliatory action against him for possession. If the defense by the tenant is without merit, the landlord is entitled to reasonable attorney's fees. If the defense is raised in bad faith, the landlord may recover up to three month's periodic rent or treble the actual damages, whichever is greater. If the

landlord recovers damages under this section, he may not also recover damages under Section 27-40-760.

(h) Any landlord who acts in retaliation against the tenant for engaging in protected conduct is liable for damages up to three month's rent or treble the actual damages sustained by the tenant, whichever is greater, and reasonable attorney's fees. Nothing in this section may be construed to prohibit an action for damages after a landlord has recovered possession of the dwelling unit in subsection (c), provided the ejectment was primarily in retaliation against the tenant's protected conduct.

This email was soon followed by one the Respondent sent on November 17,

2019, that read:

"Please see the attached, which is your reply to my request and or demand that you do not involve 4675 Montague in any of your activities, whatever they are.

You received this warning, and then it appears you called city officials regarding their fence line. I first demand that you immediately cease annoying neighbors in the trailer park and the neighbor at 4675.

I have absolutely no problem raising your rent to \$300 plus water and if that does not fix the situation, maybe 350 or 400 will. You need to understand there

are limits to what you can get away with at the detriment of your neighbors.

I again urge you to consider moving to a rural area where the problems you have with neighbors will not occur.

If I have to force the issue to 500 a month or eviction, I will, and I have done so in the past when I cannot reason with people...

This is your final warning. Do not annoy any neighbor."

Thirty days later I appeared in court in an eviction procedure where I spent the full 30 minutes allotted to me reading the harassing emails the Respondent sent to me. Magistrate Mikell ruled in my favor but recommended to the Respondent that he try again using the 30-day written notice clause as his reason for eviction.

Why would she later not rule in his favor?

On August 7, 2020, after a hearing before Magistrate Mikell where I was not allowed to defend my actions for not paying the punitive rent increases, she gave an order that I should, adding: "After hearing the testimony of the parties and reviewing the documentary evidence submitted by the parties, the

court orders Defendant to pay..." This statement was patently false, and I have an audio recording of the session as proof as well as the courts' recording.

To reiterate, she was well aware of the contents of the emails Respondent sent to me read to her during the December 17, 2019, first eviction hearing, showing he was in direct violation of MHPTA SECTION 27-40-910.

Counsel for the Respondent stated in his reply to my initial brief, "In granting leave to seek a Writ of Ejectment, the Magistrate also considered that Crawford's second argument that under MHPTA Section 27-47-220, a manufactured home park owner was obligated to act in good faith and that certain emails between the parties allegedly showed Babich's repeated bad faith actions over the course of Appellant Crawford's tenancy. *id.* The Magistrate ruled that she was not making any finding as to whether Babich had shown bad faith in seeking an ejectment.

This, of course, was willful negligence in not choosing to recall all the email evidence read during open court during the first December 17, 2019, eviction hearing.

The Circuit Court Appeal

After the Writ of Ejectment was issued on August 10, 2021, Appellant filed an appeal that was heard on April 19, 2022, a scant 6 months later, after a huge backlog of cases was created due to the pandemic shutdown. Appellant never located the scheduled listing of this hearing on the Court's website which seemed awfully suspicious, as though someone tried to fast track this case.

The hearing lasted a scant 5 minutes where my attorney had barely begun to speak before late-arriving Respondent appeared, engaged the Judge in pleasantries after which he made his ruling to uphold the eviction order.

It was of little wonder to the Appellant that no recording of the session could be located by the clerk. *

* The Designation of Matters to be included in the Record on Appeal submitted by Appellant does not list the transcript from the appeal hearing before Judge Dennis due to the Clerk's repeated inability to locate it. Emails will be provided as proof.

DISPUTE OF RESPONDENT'S STATEMENT OF FACTS

Appellant does not admit and disputes the Respondent's following contentions:

1. That Appellant can move his mobile home without a governmental permit.
2. That Appellant can obtain a permit to move his manufactured home if a governmental permit to move said property is required.
3. That prohibitive moving costs would not allow Appellant to afford the unnecessary moving of the manufactured home; and
4. All the allegations Appellant made doubting a pool of 50 potential jurors had been summoned to appear before the verdict was rendered, some 16 hours before the scheduled jury trial were quite likely true.

Although proof cannot be supplied by the Appellant regarding this belief, a thorough investigation by SLED agents should be able to reveal the truth of the matter, if it is deemed necessary in reaching a determination of Magisterial misconduct while in Office.

STANDARD OF REVIEW

The standard of review will rest upon commonsense reasoning based upon the evidence presented and the moral conscience of the Justices, and not on a

narrow interpretation of an insufficiently addressed technicality in law that cannot be applied in this case. What is morally wrong and ethically unconscionable cannot stand as being legally right.

DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD
ON APPEAL

Appellant proposes the following be included in the Record on Appeal:

1. Index and Contents of Emails previously submitted as evidence
2. Index and Contents of Judicial Rulings in Chronological Order.
3. Index and Contents of Appellant's Counsel's Relevant Emails regarding his incompetence in oral argument and giving legal advice over an illegal lease.
4. Index and Contents of Respondent's Relevant Emails prior to the July 17, 2021, eviction order.
5. Index and Contents of Respondent's Relevant Emails since the July 17, 2021, eviction order was issued.
6. Appellant's' Exhibits 1-7 of Photos of Home and Illegal Fence.

I certify that this designation contains no matter which is irrelevant to

this appeal.

November 16, 2022 /s/ Russell T. Crawford

Russell T Crawford

4683 West Montague Avenue

Lot 3

North Charleston, S. C. 29418 (843) 870-3240

CONCLUSION

The preponderance of the submitted email evidence will show

Respondent has not acted in good faith towards Appellant with his sending repeated, harassing emails, refusing to assist in preventing

unnecessary, unlawful and disturbing outside noises from entering the park,

constructing an illegal, freedom denying, noise producing bedroom window

barrier to the sun, and penalizing Appellant with multiple punitive rent

increases for the Appellant seeking legally approved remedies for these

denials of his Constitutionally protected Freedoms which resulted in the two

attempts at eviction. The forty-three-month history of Respondents

illegal actions towards Appellant have proved most harmful to the

Appellants mental, emotional, physical, and psychological well-being

resulting in the formation of recently discovered painful stomach ulcers.

For the foregoing reasons, it is respectfully submitted that the decision of the Circuit Court should be annulled.

Dated: North Charleston, S. C.

November 16, 2022

Respectfully submitted,

Russell T. Crawford, Appellant

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Proof of Service

I, Russell T. Crawford, certify under penalty of perjury that on November 16, 2022, I served a copy of Appellant's Initial Reply Brief to Respondent's Reply Brief upon the Respondent by emailing a true Brief upon the Respondent by mailing and emailing a true and complete copy thereto to Respondent's counsel William B. Jung, Esq.

William B. Jung, Esq., Attorney for Respondent

1156 Bowman Road, Ste. 200

Mount Pleasant, S. C. 29464

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FORM 7

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

[In The Supreme Court]

APPEAL FROM CHARLESTON COUNTY

Court of Common Pleas

Judge Hon. R. Markley Jr, Circuit Court Judge

Case No. 2022-000622

Russell Crawford, Appellant

v.

Raymond Babich, Respondent

PROOF OF SERVICE

I, Russell T. Crawford, certify under penalty of perjury that on December 12, 2022, I served a copy of Appellant's Record on Appeal upon the Respondent's counsel by mailing through Certified mail and by emailing a true and complete copy thereto to Respondent's counsel William B. Jung, Esq.

William B. Jung, Esq., Attorney for Respondent

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