

Appellant Response
THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM SUMTER COUNTY Court of Common Pleas
Kristi F. Curtis, Circuit Court Judge Case No. 2023CP4300148

Jamar Stark & Tyla McNeill , Appellant V.
Southern Touch Properties, Respondent

Appellate Case No. 2023-000630

Please accept this letter as a response to Southern Touch Properties (Respondents) response to the appellants appeal.

Appellants Answer:

1. The signed lease, which the respondents have titled **EXHIBIT 2**, does not include the conspicuous language outlined in The South Carolina Landlord Tenant Act **SECTION 27-40-710 B** : **“If You Do Not Pay Your Rent On Time, this is your notice. If you do not pay your rent within five days of the due date, the landlord can start to have you evicted. You will get no other notice as long as you live in the unit”** **SUBARTICLE II** also states, **“the landlord may terminate the rental agreement provided the landlord has given written notice of non payment and his intention to terminate the rental agreement if the rent is not paid within that period”**.

The evidence of harm caused by the respondents are the multiple unjustifiable evictions that have been placed on their record due to the respondents inability to take responsibility for the home they manage. The appellants will now have a hard time finding proper housing with such filings present.

There was also no written notice provided to the appellant(s) of the intent to file for eviction if rent was not paid in January.

In the text message conversation that the respondents have labeled **EXHIBIT 4**, it is stated by Kristen, **“Rent is due by the 5th, after that you have a 5 day grace period before they are able to file for eviction”**

2. There were only **3** true occasions where the appellant(s) were late paying rent because of unforeseen circumstances. At these times, the appellants reached out to the designated representative, Kristen, to inform her of the circumstances. During these conversations, (Kristen) was understanding and reassuring to the appellant(s).
- Jamar Starks mother unfortunately lost her battle to cancer in November 2022.
 - Tyla McNeill, delivered their child early due to stress and other prenatal complications, and was hospitalized for a period of time following the birth of their child with Covid-19 in December 2022.

 - Baby Boy Stark was hospitalized 2 weeks after birth in December 2022 with meningitis.

 - Because of the early delivery of their child, Tyla McNeill was not paid a full check from her place of employment, which she alone makes enough to cover a full month's rent with one check.

 - Jamar Stark lost his job as a direct result of the countless amount of times he was required to take off from work for various court appearances with Southern Touch Properties.

In December 2022, the appellants believed they would be caught back up, however, they still needed a few more weeks to fully recover from the devastating circumstances of the previous 2 months. The Appellants spoke with Kristen and made her aware that January would be behind, but February would be all caught up and back on track because 1) Tyla McNeill had returned to work 2) Jamar Stark had begun his new employment 3) The appellants had rectified all affairs that were causing a financial crisis.

3. The contract was created with Southern Touch Properties representative, Kristen, in early January 2023. The appellants and Kristen came up with the following dates:

January 9,2023 \$700.00 plus fees

January 10 2023 remaining balance

The appellants spoke with Kristen on January 9, 2023 and informed her the first payment would be made on schedule and they would call again the following day after the 2nd payment was made.

4. When attempting to make the 2nd payment, the appellants were locked out of the portal and not granted the access to pay on the agreed upon date to fulfill the contract.

5. Text message conversation with Kristen from Southern Touch Properties further proves the contract that was set in place that was meant to override the lease agreement for the month of January.
6. The submitted text message thread, provided by the respondents, labeled by the respondents as **EXHIBIT 4**, proves to be missing a valuable conversation that took place between Kristen and the appellants on January 10, 2023, the same day the appellants were set to pay the remaining rent.
7. In the original text message, Appellant (Tyla McNeill) texts Kristen and states "**Hey, as discussed yesterday, We are trying to pay the remaining rent for this month but we can't get into the portal**" to which Kristen responds, "We actually decided to file the eviction already, we will not be accepting rent at this time" Appellant responds, "**when we spoke yesterday, you told us it would be "absolutely fine" for us to pay the rest today, we have it, now you wont accept it?**" Kristen states "**Yes, I understand that, but in this case we just decided to file eviction instead**"
8. Original text message thread is provided, which the Appellants label **EXHIBIT 6**.
9. In the Respondents Answer, labeled by the Appellants **EXHIBIT 7**, numbers **3-12**, explicitly **deny** any knowledge of the payment arrangement / contract set forth between the respondent and the appellants.
10. This clearly shows the deception of the respondents
11. Furthermore, the deceptive nature of the respondents can be shown when the court representative Shawn Sneider, swore under oath on multiple occasions that the appellants had not paid any rent from February 2023 and on. The appellants were able to provide the receipts from each payment, following the set bond by the honorable Judge Land. Mr Sneider stated "Well we have not received any of those"
12. It has been determined by the Sumter Magistrate Court that Mr Sneider or another representative from Southern Touch Properties is contacted monthly to obtain the full rent payment that is paid to the court by the appellants and they must sign to receive the payment.
13. The respondents have received rent every month, on time, since February 2023.

14. Shawn Snider also swore under oath that the documentation labeled **EXHIBIT 3** by the respondents, could not be altered, however, upon further review of the documentation, there are many errors that could not have been system generated.
15. **EXHIBIT 3** states **“Rebecca Woolever called JS; no answer. Left Voicemail stating payment not received, eviction filing if not paid”**
16. This comment on **EXHIBIT 3** is dated: **01/09/22**.
17. **EXHIBIT 3** states **“JS called Kristen Yardley. Re. they do not have the rent, informed of eviction filing.”**
18. This comment on **EXHIBIT 3** is dated **01/09/22**.
19. Appellants only point of contact for the past 4 months have been Ms Kristin Yardley.
20. Appellant Jamar Stark cannot receive voicemails on his mobile device.
21. Appellants moved into the unit **01/20/2022**, it is impossible for that alleged conversation to have taken place on that date.
22. Appellants argued they notified the respondents they would be late and came up with a payment arrangement in the initial hearing with Judge Keith Griffin.
23. Appellants stated **“We notified Southern Touch that we would be late and had a payment arrangement with Kristin”** to which Judge Keith Griffin stated **“Ok, I am ready to make my decision, I am granting the eviction because they have the right to file once you fall too far behind”**
24. The appellants were unable to provide the courts with more information on the conversation because the honorable judge already gave his ruling, which resulted in the initial appeal.

The appellants would like to make it evidently clear that the argument in the initial court hearing was not that the respondent failed to make repairs. This statement was mentioned in testimony, but not the main argument. The argument was the respondents were notified, agreed, and then refused payment.

The respondents are not in full compliance with the South Carolina Residential Landlord Tenant Act. The Respondents have failed to provide proper heating and cooling during extreme weather. The respondents are also aware of mold that is present in the 2nd bathroom that they have refused to fix. The respondents have been in contempt of a court order for over 1 year.