

STATE OF SOUTH CAROLINA) IN THE SOUTH CAROLINA COUNTY
CIRCUIT COURT 3
COUNTY OF SUMTER) C.A. NO. 2023-CP-43-00148

Jamar Stark and Tyla McNeill,)
)
)
Plaintiffs,)
Vs.)
)
)
Southern Touch Properties,)
)
)
Defendant.)

RECEIVED
Sep 13 2023
SC Court of Appeals

H E A R I N G

PRESENT: Jamar Stark, Tyla McNeill, Shawn Schneider

DATE: April 17, 2023

TIME:

LOCATION: South Carolina Circuit Court 3
215 North Harvin Street
Sumter, SC 29150

JUDGE: Kristi F. Curtis

REPORTED BY:

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APPEARANCES:

Jamar Stark & Tyla McNeill (Pro se)

Also Present:

Shawn Schneider (Pro se)

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EXHIBITS

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDING

2 THE COURT: Okay. Jamar Stark vs. Southern
3 Properties. Mr. Stark, I'm going to hear from you first, sir,
4 since you're the moving party here and then I'll be glad to hear
5 from Southern Touch. Tell me your full name first please, sir.

6 MR. STARK: Okay. My name is Jamar Stark.

7 THE COURT: And tell me who you've got with you?

8 MR. STARK: This is Tyler McNeill, my fiancé. She's
9 also part of this case.

10 THE COURT: Okay. I'm sorry. If you'll spell your
11 first name and last name for me.

12 MS. MCNEILL: Sure. T-y-l-a, last name McNeill, m-c-n-
13 e-i-l-l.

14 THE COURT: Okay. Thank you.

15 MR. STARK: Okay, Your Honor. We're coming to you
16 today in hopes of granting an appeal on the grounds that the
17 Hon. Judge Griffin, when he made his ruling he made a few
18 critical errors. One of them was he did not take into
19 consideration that we had an agreement with Southern Touch
20 Properties representative Ms. Kristin, and also -- and this was
21 also brought up in the courtroom as well, and also that he did
22 not take into consideration that Southern Touch Properties filed
23 for an eviction before the file date was up.

24 They filed it on the 10th day, which would have made
25 it nine days and eight hours. So when it comes to the agreement

1 we had with Southern Touch Properties, they were notified that
2 the rent would be late in November. We told them -- it was in
3 late November we told them November that December and January
4 would be late.

5 At that time my mother passed away in November. She
6 had the baby three weeks earlier. She was in the hospital with
7 Covid and the baby was in the hospital. We went through a lot.
8 They agreed, which we have right here in a text message the
9 representative Ms. Kristin, and then came the ninth.

10 The ninth we paid them half and we said we'll pay you
11 the other amount which was 750, I believe, with the late fee
12 which was \$50. We told them we would pay them on the 10th.
13 They said okay. The 10th came. We tried to go to the portal to
14 pay it. They locked us out.

15 We texted them and said, hey, what's going on. We
16 tried to pay the other half of the rent. They said, oh, no,
17 we're deciding to go for the eviction. We said, well, one, you
18 didn't give us notice and comment two, we had an agreement.
19 They said, yeah, I know, but we're going to file the eviction.

20 Southern Touch Properties, since we moved here from
21 Pennsylvania about a year, probably a year and a half ago, this
22 has been a nightmare. When we first moved in there the air
23 conditioning had a problem. Our first day here they said that,
24 hey, you've got to get a hotel and we will reimburse you, which
25 we did.

1 Once we did that, a month or two later after we get
2 done unpacking and get everything squared away, we presented
3 them with the bill. They tell us they didn't want to pay the
4 bill, so they said they decided to take us to court for \$150
5 that they claim we owe. The judge, which I can't remember his
6 name, he ruled in our favor and stated that we do not owe them
7 the amount and ever since then they've been head hunting for us.

8 Anything that goes wrong, they won't fix nothing in
9 the house and every chance they get they file for eviction.
10 This is like the fourth time they filed for eviction. They lost
11 the eviction several times. The Hon. Judge Griffin granted the
12 eviction. Again, I can't really understand why when we told him
13 we had the payment.

14 His response was they have the right to grant an
15 eviction once you get too far behind. Well, too far behind
16 would have been five days from the date (indiscernible) which
17 would have been the 11th day which would have been the day
18 (indiscernible) filed for eviction.

19 THE COURT: Do you have a copy of the lease so I can
20 take a look at it?

21 MR. STARK: Yes, ma'am. And also while I'm getting
22 this for you, I would like to mention that nowhere in the lease
23 do they have language that speaks if rent was late that they
24 would file for eviction. It's right there.

25 THE COURT: And if you want to go ahead and hand me

1 any text messages you want me to look at.

2 MR. STARK: Okay. And they also did not give us a
3 notice that they were filing an eviction. The day of we were
4 supposed to send in a payment, that's when they decided to --

5 MS. MCNEILL: Yeah, this is when they actually filed
6 the eviction which was on January 10 at 8:50 a.m.

7 MR. STARK: And also when we went to court in the
8 front of the Hon. Judge Griffin, we tried to honor the agreement
9 that we had with him and the rent and plus the rent for February
10 because it was for January, but by the time we got to court the
11 rent was due again. We had both payments and they refused it.

12 And also, if I'm not mistaken, the Hon. Judge Griffin
13 also told them before that if they are trying to pay you rent,
14 do not deny the rent and take the rent, which I think I had that
15 in one of his judgments. I'll look for it. And also -- oh,
16 this is Griffin -- this is one of Griffin's rulings, too.

17 The Hon. Judge Griffin also said in one of his -- in
18 one of these court hearings right here that he told them which -
19 - this is right. He said to comply with the South Carolina code
20 and all of the problems with the house which they had not done.
21 The sink in the bathroom is molding and leaking.

22 When I took it upon myself a year ago to make the
23 repair, they said do not make a repair. You are not authorized
24 to make repairs. So now we're stuck with a bathroom that we
25 cannot use that has mold and (indiscernible) to leaking. The AC

1 unit does not work on the back portion of the house.

2 They sent someone out that they hired to check and see
3 what was wrong with the AC unit. He blatantly told them that
4 the AC unit needed to be changed. Also I have a video of the
5 owner of Southern Touch Properties mother stating that they're
6 not fixing nothing until we leave.

7 She treated us like a dog (indiscernible). She threw
8 papers at our face. I'll call the police. We're not fixing
9 nothing until you leave like two (indiscernible) animals and I
10 think that is really crazy for them to think that they have the
11 right to try to victimize when you had an agreement, what -- and
12 when you're not going stay up with your end of the deal.

13 They believe that once you sign a lease all it is
14 about is them getting money. They don't think they've got to
15 fix nothing. It just blows my mind that they even believe that
16 they would have units and collect money and not do your due
17 diligence to the unit.

18 Yes, in the past, when they had took us to eviction
19 court, we was holding the rent because they refused to fix
20 things. The Hon. Judge Gamble --

21 THE COURT: Uh-huh.

22 MR. STARK: I think Judge Gamble, he stated that I
23 understand where you guys are coming from, but you cannot do
24 that and ever since then we have not done that.

25 MS. MCNEILL: And also, Your Honor, I do have pictures

1 of the mold in the bathroom that we've told them about multiple
2 times when we -- again, we don't have authorization to fix, and
3 I do have pictures of those if you would like to see that as
4 well.

5 THE COURT: Sure. Anything you would like me to
6 consider.

7 MR. STARK: And also, for a long time, since we moved
8 in this house, my six-year-old daughter has had a nagging,
9 nagging cough. We were concerned. We wanted to find out
10 exactly what it was. So we took her to get a (indiscernible)
11 test and it comes that she's allergic to mold, which there is
12 mold in the bathroom and --

13 MS. MCNEILL: It's directly next to her room.

14 MR. STARK: Exactly.

15 MS. MCNEILL: As well. Well, here is the pictures of
16 the mold in the unit.

17 MR. STARK: And here's also the ruling that Griffin
18 made that told them to fix the property that they have not
19 fixed.

20 MS. MCNEILL: And also in the lease it does state that
21 we are to make them aware of any mold that is in the unit, which
22 we have done multiple times and they have done nothing to
23 remedy.

24 MR. STARK: And I'm not sure if you want to see the
25 video of the owner's daughter saying that she said they're not

1 fixing nothing (indiscernible). I have the video of her stating
2 that they are not going to fix nothing in the unit until we
3 leave.

4 THE COURT: I understand that that was not presented
5 to the lower court, though, correct?

6 MS. MCNEILL: We tried to.

7 MR. STARK: We tried and when we tried Judge Griffin
8 said that he's going to -- in his return he states that we said
9 that we told them we were going to be late, and when we tried to
10 present them with the evidence, we tried to get them to show
11 that we had an agreement he said I'm going to just rule -- I'm
12 going to grant the eviction because they had the right to file
13 for eviction once you get too far behind.

14 We definitely tried to present all of this. And, Your
15 Honor, if I may add, this is not an issue of money. It's not
16 that they, you know -- that we're refusing to pay them. We
17 tried multiple times to pay them. They do not want the money.
18 They have a vendetta against us because they had to
19 (indiscernible) the bill for something that they promised, and
20 ever since then it's never been about the money because if it
21 was about the many you'd think they would have took, you know,
22 this long to get \$850. It's not about the money. They
23 could have had the money in February. They don't want the
24 money. They just want to prove a point that they have the power
25 to get rid of somebody when they're the ones that are in the

1 wrong.

2 MS. MCNEILL: And they actually could have had the
3 money in January when we tried to uphold our end of the payment
4 arrangement.

5 MR. STARK: But they locked us out of the portal and
6 file for eviction which was four days and eight hours. They did
7 not give us the proper file date to pay the rent. When we tried
8 on the 10th day, we were locked out.

9 MS. MCNEILL: And also you can see from the text
10 message with Ms. Kristin back in December she stated rent was
11 due by the fifth and after that there is a five day grace
12 period.

13 MR. STARK: Which they did not uphold.

14 THE COURT: Let me just take a look at this real
15 quick.

16 MR. STARK: Okay.

17 MS. MCNEILL: Yes, ma'am.

18 THE COURT: Okay. I'm looking at the text messages
19 that you handed to me. So it looks like you had some discussion
20 with them prior to it looks like December 15 I see that your
21 text to them said -- or their text to you said rent is being
22 paid in full tomorrow, correct?

23 And then I see on Friday, December 16, it says we just
24 paid \$1000 and after today we will be able to pay the other 550
25 next week on Wednesday, and then it talks about the

1 circumstances. And then the next thing I see down is January 10
2 that says, hey, as discussed yesterday, we were trying to pay
3 the remaining rent for this month, but we can't get into the
4 portal.

5 So the rent that you were trying to pay January 10,
6 was that the remainder that was due for December?

7 MR. STARK: No.

8 MS. NCNEILL: No, ma'am.

9 MR. STARK: December was paid. The remainder was for
10 January, which we paid on the ninth and then January 10 we were
11 supposed to pay the remaining the next day, but they locked us
12 out of the portal and did not allow us to pay.

13 THE COURT: Okay. So on January 1, were you in
14 arrears in the rent?

15 MR. STARK: No. No. We didn't go into arrears until
16 -- well, until after January 5. That's when we went in arrears
17 in which they were already notified about that prior. They knew
18 that we were going to be a little behind because of things that
19 happened.

20 They were notified of that in December -- or, no, I'm
21 sorry, November because that's when everything happened in
22 November. So they knew that come January and -- I'm sorry, come
23 December and January we were going to be getting late and they
24 agreed (indiscernible).

25 THE COURT: Okay. Thank you. Let me hear from

1 Southern Touch and then I'll let you all respond.

2 MR. STARK: Thank you.

3 THE COURT: Yes, sir. And tell me your name, please,
4 sir?

5 MR. SCHNEIDER: Shawn Schneider.

6 THE COURT: And if you will spell -- you are Shawn s-
7 e-a-n?

8 MR. SCHNEIDER: S-h-a-w-n.

9 THE COURT: Got that totally wrong. Spell your last
10 name for me, please.

11 MR. SCHNEIDER: S-c-h-n-e-i-d-e-r.

12 THE COURT: Okay. Thank you, Mr. Schneider. Glad to
13 hear from you.

14 MR. SCHNEIDER: Well, I'm not exactly sure where to
15 start. There was a lot there to address, but I would like to
16 start here. This is a copy printed out this morning of the
17 statement of account of their account.

18 THE COURT: Okay.

19 MR. SCHNEIDER: They are still past due.

20 THE COURT: I guess I forgot to ask the PO bond that
21 was set --

22 MR. SCHNEIDER: Was not met.

23 THE COURT: It was 1450 was payable on the fifth of
24 each month starting March 5; is that right?

25 MR. STARK: Yes. Yes, ma'am.

1 THE COURT: That's what Griffin ordered and so where
2 do we stand on that?

3 MR. STARK: It's paid up.

4 MR. SCHNEIDER: We have not been paid, ma'am.

5 THE COURT: And so did you make both the March 5 and
6 the April 5 payment?

7 MR. STARK: Yes, ma'am. I have the receipts right
8 here from the magistrate court.

9 THE COURT: Okay. If you will hand those to me.

10 MR. STARK: Yes, ma'am.

11 THE COURT: Officer Hurt (phonetic) but if you will
12 let Mr. Schneider look at those before you hand them up to me.

13 MR. STARK: Yes, Your Honor. Yes, Your Honor. So
14 this is March through present.

15 MR. SCHNEIDER: This is the statement of account.
16 Okay. Well, I don't know what's going on at the magistrate's
17 office but we have not received payment.

18 THE COURT: Okay. I'm looking at receipts from
19 February 8, from March 2 and from April 4. Each for \$1450.
20 Okay. Mr. Schneider, you just handed me a tenant statement
21 that's showing the statement of account for Mr. Stark and Ms.
22 McNeill?

23 MR. SCHNEIDER: Yes, ma'am. That's right.

24 THE COURT: Okay. Tell me -- you've got a copy in
25 front of you as well?

1 MR. SCHNEIDER: Yes, I do.

2 THE COURT: Okay. So anything that you want to tell
3 me with respect to this?

4 MR. SCHNEIDER: I would like to point out the fact
5 that the second half of January's rent has never been paid, and
6 I would also like to point out that it says specifically in the
7 lease that after the fifth has passed that the payment must be
8 made in a cashier's check or money order at the office.

9 We shut off the portal when people get delinquent
10 because of the bank's ability to reverse funds. They can make a
11 payment and then claim a fraud account on it and the funds are
12 reversed. So we shut off the portal so that won't happen. It's
13 not that we deny them the ability to pay.

14 We denied them access to the portal. They can go to
15 the office and make the payment. In fact, this entire period of
16 time they could have walked to the magistrate's office and paid
17 them, but they chose not to.

18 THE COURT: I mean generally the magistrate court is
19 not going to accept the rent.

20 MR. SCHNEIDER: Well, their under bond. I don't think
21 they would deny it.

22 THE COURT: While they're under bond, yes.

23 MR. SCHNEIDER: That's what I'm referring to.

24 THE COURT: If they tried to pay you through the
25 portal and you won't take it they're not -- the magistrate court

1 is absolutely not going --

2 MR. SCHNEIDER: Oh, no, that's not what I'm implying.
3 I'm saying once it went under bond, it's been months. They
4 could have paid it at any time. They still -- it's still
5 delinquent. It's not been paid.

6 THE COURT: But they've paid the amount that the
7 magistrate court required them, and that was the purpose of the
8 hearing to set the appeal bond is to determine what amount they
9 were going to pay.

10 MR. SCHNEIDER: I'm not saying they violated the bond.
11 I'm saying they're still delinquent in their rent payments. And
12 it's not a matter of us not accepting it because they could have
13 given a check to the magistrate's office and said, here, give
14 that to the company and they would have given us the check.

15 THE COURT: How about the issue they raised that your
16 representative told them it would be fine to pay it on the 10th?

17 MR. SCHNEIDER: I have no knowledge of that, but that
18 is not what the lease says. And they signed a lease and that is
19 a contract.

20 THE COURT: I'm looking at the lease. I don't see the
21 five day language in your lease, however. I mean I see where it
22 says that rent's due on the first and that if the tenant pays
23 rent after the fifth it's got to be by cashier's check or money
24 order.

25 MR. SCHNEIDER: Yes, ma'am.

1 THE COURT: But the South Carolina code says that if
2 you put the specific language in the lease --

3 MR. SCHNEIDER: Yes. Yes, ma'am. I'm aware of that.

4 THE COURT: -- verbatim, then you don't have to give
5 any further notice.

6 MR. SCHNEIDER: The landlord-tenant act also states
7 that you are only required to give them notice once during the
8 lease period. As they pointed out so -- numerous times, this is
9 the fourth time we've gone to court due to late payments. They
10 have been notified of their five day notice multiple times, and
11 the landlord tenant act only requires that to happen once.

12 THE COURT: Anything that you want to address with
13 respect to repairs at this time?

14 MR. SCHNEIDER: Yes, ma'am. I have the receipts. Let
15 me preface this by saying that portal that we're all referring
16 to is a computer program called Buildiam (phonetic). We have an
17 account with Buildiam. It is a third party audited software
18 program that we use for accounts payable, for maintenance
19 requests, everything, tracking properties.

20 When a tenant accesses the portal to create a
21 maintenance request, it is a log. That log is not alterable. I
22 have a copy, a snapshot of the log, and I've also got an Excel
23 spreadsheet that I exported of the log to make it clearer to
24 understand. You can view them side-by-side.

25 It shows every maintenance request that has gone into

1 the portal, and it also shows everyone has been closed. And not
2 only has it been closed, but they've been closed since October
3 and there has not been one entry made since October. That's six
4 months ago.

5 THE COURT: I'm glad to take a look at those if you
6 want to hand them up.

7 MR. SCHNEIDER: I'm sorry. This is the snapshot of
8 the portal. I gave her the XL export but not the raw data.

9 THE COURT: Okay, Mr. Schneider, anything else that
10 you want to tell me, sir?

11 MR. SCHNEIDER: No, not exactly. Only if you have
12 specific questions. There was a lot said there, and some of it
13 isn't entirely accurate, but I have trouble keeping all of those
14 things straight in my mind there was so much said. I will just
15 reiterate that the rent is still past due and I don't understand
16 why they feel it's acceptable to not pay rent.

17 THE COURT: Okay. Thank you, sir. Mr. Stark and Ms.
18 McNeill, anything that you all want to say in reply?

19 MR. STARK: Yes. So first, the rent is not past due.
20 He stated that we have not been paying the rent. As you see, we
21 have the receipt from the magistrate where we have been paying
22 the rent on time every month. Maybe what he --

23 THE COURT: I understand, but it's not -- it's still
24 not showing the balance for January.

25 MR. STARK: Okay. Gotcha.

1 THE COURT: You understand what I'm saying? So you've
2 kept up with everything that was ordered by the magistrate
3 court.

4 MR. STARK: Yes, ma'am.

5 THE COURT: So you have timely paid -- well, pretty
6 close to timely paid your February and March and your April
7 rent.

8 MR. STARK: Yes, ma'am.

9 THE COURT: But that does not account for the I think
10 \$500 that was still the balance on the January rent.

11 MR. STARK: Yes, ma'am. And in terms of that, when we
12 were given a bond we asked the Hon. Judge, do we pay this now.
13 She said no. Once you get to court and let them prove that out.
14 That was her exact words. And another thing is a lot to unpack
15 here.

16 Oh, when he referred to the portal and being able to
17 update repairs, that is not 100 percent accurate. We have
18 emails -- we have emails where we communicated through email
19 with them because, again, for a long time, it was a lot of
20 things through email because they were having issues with their
21 portal and we were putting the request in the portal and it
22 would get overlooked.

23 So we decided for email because it's like you can't
24 pretty much get away from email. People check emails every day
25 so to speak. And that was something else that --

1 MS. MCNEILL: Yeah. He also stated that they only had
2 to give notice one time, according to the landlord-tenant act.
3 However, that is incorrect. If you were to write that language
4 in the lease, then that would be the final notice. However, if
5 that language is not there you still do have to offer notice to
6 file an eviction or notice of non payment, which they did not
7 do.

8 We have the landlord-tenant act here. And again, we
9 were under a payment arrangement. So when we asked Ms. Kristin,
10 hey, we're trying to pay it on the 10th, she said, oh, yeah,
11 well, we just decided to move for the eviction. That's not --
12 that isn't notice at all.

13 Especially from the beginning of January up until the
14 10th where we've had constant communication with her and let her
15 know what was going on. Everything was fine until the 10th.

16 MR. STARK: Your Honor, to be honest, I honestly
17 believe with the inscription, so in the beginning we had a
18 really bad run in with Ms. Nancy and then they said, okay, well,
19 you guys are not working out so we'll give you Ms. Kristin. I
20 think honestly Ms. Kristin was doing the right thing, but they
21 didn't want to go by that.

22 Ms. Kristin, when she came along, which was I believe
23 October. At that point we were, you know, full on back and
24 forth so to speak, and I think Ms. Kristin was doing the right
25 thing and then once they noticed it like, hey, no, not them. We

1 don't do that for them basically and for that amount of words we
2 had been targeted.

3 Like if anything -- I mean we asked them to do simple
4 things, which the shelves had (indiscernible) in our room,
5 completely (indiscernible). We have pictures of that. We
6 stopped asking them to fix that. We were like, whatever,
7 shelves, we have (indiscernible).

8 But the main thing was the sink and the AC unit. When
9 it's 100 degrees outside the whole back portion of the house is
10 probably 120 degrees. That was the nursery that we were
11 (indiscernible) for the newborn baby, he no longer has any sleep
12 (indiscernible) because there's not air back there.

13 My youngest son's room completely be either freezing
14 cold or hot, unless you get a good day like 60 and then
15 (indiscernible). My six-year-old and my five-year-old daughter,
16 their room is like iffy. It don't get as hot and cold, but
17 those back two rooms completely. I mean it's (indiscernible).
18 It just feels like outside in the elements.

19 They had someone that they hired. I know I stated
20 this before and I just want to state it again. They had someone
21 that they hired that told them that the AC unit needed to be
22 replaced. It's not fixable. He cannot fix it. This was set in
23 court w
24 when we went in front of the Hon. Judge Griffin.

25 MS. MCNEILL: Griffin.

1 MR. STARK: This was stated in court. You know, this
2 is something they had made everyone aware that they're just not
3 fixing it. And the Hon. Judge Griffin, he said, well, why don't
4 you guys, you know, if that's the case, you guys can leave and,
5 you know, no harm no foul but it's kind of hard to just leave
6 when they put three frivolous evictions on our record.

7 I mean who wants to take us at this point. And then
8 it's like, well, then they wanted to kick us out way before the
9 lease was up. I mean it takes us months to find a place,
10 especially when someone gets (indiscernible) and say, well, I
11 don't know if they can tell that we won the eviction or not.

12 All they see is eviction. Landlords will look away.
13 They got evicted (indiscernible). We have three evictions. I'm
14 sorry, four evictions in one year. In one year. I mean where
15 can we go?

16 THE COURT: I'm going to take a look at all of the
17 materials that y'all have given me and I'm sorry, Mr. Schneider,
18 something else you wanted to say, sir?

19 MR. SCHNEIDER: Yes, ma'am. I would like to point out
20 that if you look at the statement of account, there's been a lot
21 of talk here about retaliatory action and how to get somebody
22 and that sort of thing. I would like just to bring your
23 attention to the fact that if you closely examine this statement
24 of account, you will see that they were -- had multiple months
25 of past due rent.

1 And if there was some sort of, you know, we're out to
2 get you activity going on, I would have been down at the
3 magistrate's office on the sixth at 9:01 to file for eviction.
4 You can see here, weeks have passed where we allowed them to pay
5 it late, and the only reason we filed in January, and they have
6 a record of it here in this log, is that we called them and were
7 told that they were not going to pay the January rent.

8 Now, there is nothing we can do with that now. When
9 they told us they were going to pay the rent, we worked with
10 them and it's reflected in that statement of account. It's
11 weeks past due on multiple months, but when they say we're just
12 not going to pay the rent, there's not much we can do with that.

13 And as far as those repairs go, I've given you
14 receipts for the repairs. That was six months ago. I don't
15 know what they're referring to now because no requests have gone
16 into the portal, and if we're not notified, there's nothing we
17 can do. We make all of the requests go through that portal
18 because it logs them and it tracks them.

19 You can't delete it. It's a log. It notifies
20 everybody that's associated with that task. Every time the
21 status changes, when it's completed, when it's deferred,
22 whatever happens. And they know this. They've used it. You
23 can see where they've entered data into the portal.

24 So there's just no excuse for that.

25 THE COURT: Again, this court is just to correct

1 errors of law, although I acknowledge I have given you mixed
2 messages in that since this morning but, you know, the
3 magistrate court is the trial court. This court is not to go
4 back and rehear the evidence and say, well, I might look at it
5 differently. It's just for correcting errors of law.

6 So I'm going to take a close look at everything that
7 y'all have given me and I will issue a ruling to you in writing.

8 MR. SCHNEIDER: Thank you.

9 MR. STARK: Yes, ma'am. Thank you.

10 MS. MCNEILL: Thank you.

11 THE COURT: Thank you.

12 MS. MCNEILL: May I ask you one other question? Would
13 you like all of the emails that we have sent in regards to
14 repairs. You sent this to the owner. We sent this to Ms.
15 Michelle. We have also sent this to Mr. (indiscernible) who is
16 sitting right here today.

17 THE COURT: Anything that you want to hand up, sure.

18 MS. MCNEILL: Okay.

19 MR. STARK: And this is the last thing I will say,
20 Your Honor. I mean for them to say that we told them we are not
21 going to pay January rent, it only makes sense that if we had a
22 payment agreement. So if we say we're not going to pay January
23 rent, why did we pay on the ninth then? That doesn't make
24 sense.

25 THE COURT: I understand your position.

1 MR. STARK: Thank you.

2 THE COURT: Thank you all.

3 MR. SCHNEIDER: Ma'am, this is a log of all of the
4 email communications from our perspective as well, I guess, if
5 you are going to accept that you might want to compare it to
6 this one.

7 THE COURT: Okay. Thank you.

8 MR. SCHNEIDER: Thank you.

9 MS. MCNEILL: Your Honor, I do (indiscernible) the
10 last thing. I know I keep saying last thing. I'm sorry. But
11 Mr. Schneider keeps saying that there has been multiple months
12 where we have been behind on rent. That is absolutely false.
13 We were behind on rent in October, which we admitted that we
14 held because they refused to make repairs in the unit.

15 So, yes, we did hold that rent back in October and,
16 yes, we were told by the Hon. Judge -- I believe it was Griffin
17 that we weren't allowed to hold rent any longer and that we had
18 to pay the rent, which we were doing and then, you know,
19 unfortunately, life happened. We lost my mother-in-law. I had
20 a baby three weeks early. I got Covid. He had meningitis.

21 There was a lot that went on in January. I mean,
22 excuse me, yes, December and January and, you know, we stayed
23 communicative with Ms. Kristin. We let her know everything that
24 was going on. Again, you know, I don't know why he keeps saying
25 there's been multiple months where we've been behind. It's only

1 been October, January and --

2 MR. STARK: And that's it. And in February we were
3 late because they took us to court. We couldn't pay them, but
4 thank you so much, Your Honor.

5 THE COURT: Thank y'all.

6 MS. MCNEILL: Thank you.

7 MR. STARK: Yeah, have a good one.

8 (There being nothing further, the hearing ended.)

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CERTIFICATE OF TRANSCRIBER

I, BARBARA J. ENNEKING, CVR-M, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 3 for Sumter County, South Carolina, on the 17th day of April, 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

August 22, 2023

Barbara J. Enneking, CVR-M

Barbara J. Enneking, CVR-M

Transcriber