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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 19-CP-10-06387
Appellate Case No. 2022-001303

Fairfield 132 Smith Street, LLC,

Respondent,

v.

Haley Surface, Hannah Glickman, Jill Surface, and Diane Glickman,

Defendants,

Of whom Haley Surface, Jill Surface and Hannah Glickman are the

Appellants.

RECORD ON APPEAL

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1006387

Fairfield 132 Smith Street Llc
PLAINTIFF(S)

Haley Surface et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter came before the Court as Plaintiff's Motion for Summary Judgment heard on April 19, 2022.

Plaintiff's Motion for Summary Judgment is granted.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/22/2022 .

Jill Surface for Jill Surface
Diane Glickman
Jill Surface for Jill Surface
Haley Surface for Haley Surface
Haley Surface for Haley Surface

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Fairfield 132 Smith Street Llc VS Haley Surface , defendant, et al

Case Number: 2019CP1006387

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2022-04-22 11:54:39 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Fairfield 132 Smith Street, LLC
Plaintiff,

vs.

Haley Surface, Hannah Glickman, Jill Surface
and Diane Glickman,
Defendants.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2019-CP-10-06387

**ORDER DENYING DEFENDANTS'
MOTION TO RECONSIDER**

The Defendants Jill Surface and Haley Surface filed a motion asking this Court to reconsider its Order. This matter came before the Court on April 19, 2022.

STANDARD OF REVIEW

Motions for reconsideration will not be granted absent “highly unusual circumstances.” U.S. ex rel. Becker v. Washington Savannah River Co., 305 F.3d 284, 290 (4th Cir. 2002) (stating that simple disagreements with the court’s ruling will not support Rule 59(e) relief).¹ Courts have recognized three circumstances in which a court should grant a Rule 59(e) motion: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice.” Hutchinson v. Staton, 994 F.2d 1076, 1081 (4th Cir. 1993). Importantly, a motion for reconsideration is not a vehicle to re-litigate previously raised issues or “to raise argument or present evidence that could have been presented prior to the entry of judgment.” Dash v. Mayweather, C/A No. 3:10-1036-JFA, 2010 U.S. Dist. LEXIS 95277, *2 (D.S.C. Sept. 13, 2010) (quoting Exxon Shipping Co. v. Baker, 554 U.S. 471, n.5 (2008)). In other words, “[a] party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.” Stevens & Wilkinson

¹ Rule 59 is substantially the same as the Federal Rule. See Elam v. S.C. Dep’t of Transp., 361 S.C. 9, 21, 602 S.E. 2d 772, 779 (2004) (“Rule 59(e) in the South Carolina and federal rules of civil procedure is practically identical.”).

of S.C., Inc. v. City of Columbia, 409 S.C. 563, 567, 762 S.E.2d 693, 695 (2014); Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995). Nor does “[a] party’s mere disagreement with the court’s ruling . . . warrant a Rule 59(e) motion.” In re Pella Corp. Architect & Designer Series Windows Mktg., Sales Practices & Prods. Liab. Litig., 269 F.Supp. 3d 685, 691 (D.S.C. 2017); *see also* Lyons v. Fid. Nat’l Title Ins. Co., 415 S.C. 115, 135, 781 S.E.2d 126, 137 (Ct. App. 2015).

After consideration of the issues raised in Defendants’ motion, the Court hereby DENIES Defendants Jill Surface and Haley Surface’s Motion for Reconsideration.

AND IT IS SO ORDERED.

ELECTRONIC SIGNATURE PAGE TO FOLLOW



Charleston Common Pleas

Case Caption: Fairfield 132 Smith Street Llc VS Haley Surface , defendant, et al

Case Number: 2019CP1006387

Type: Order/Other

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2022-06-04 10:27:14 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-06387
	)	
FAIRFIELD 132 SMITH STREET LLC,	)	
	)	
Plaintiff,	)	ORDER GRANTING PLAINTIFF'S
	)	MOTION FOR SUMMARY JUDGMENT
vs.	)	
	)	
Haley Surface, Hannah Glickman,	)	
Jill Surface, and Diane Glickman,	)	
	)	
Defendants.	)	
_____	)	

This matter comes before the Court on Motion for Summary Judgment filed by Plaintiff Fairfield 132 Smith Street, LLC. For the reasons set forth herein, Plaintiff's motion for summary judgment is **GRANTED**.

Plaintiff Fairfield 132 Smith Street, LLC ("Landlord") is the owner of a multi-family apartment complex located at 132 Smith Street, Charleston, South Carolina. Defendant Haley Surface ("Haley Surface") and Defendant Hannah Glickman ("Hannah Glickman") executed a lease agreement (the, "Lease") on January 23, 2019, for the premises described as 132 Smith Street, Apartment 5, Charleston, South Carolina 29403 (the, "Premises"). The Lease was also signed by Defendant Jill Surface ("Jill Surface") and Defendant Diane Glickman ("Diane Glickman"), who acted as co-signers for their respective daughters. At the time of execution, Defendants Haley Surface and Hannah Glickman were already in possession of the Premises.

Under the Lease, all the Defendants, both tenants and co-signers, are jointly and severally liable for all terms and conditions, including annual rent in the amount of Thirty-Nine Thousand Three Hundred and NO/100 (\$39,300.00) Dollars, to be paid monthly in the amount of Three Thousand Two Hundred Seventy-Five and NO/100 (\$3,275.00) Dollars.

Plaintiff alleged on August 1, 2019, Tenants failed to tender rent in the amount of Three Thousand Two Hundred Seventy-Five and NO/100 (\$3,275.00) Dollars. Plaintiff further alleged it was discovered Tenants had abandoned the Premises and failed to secure new tenants. Despite being provided notice of their breaches, Defendants to date have failed to cure their numerous breaches.

LEGAL STANDARDS

Summary judgment is appropriate in those cases in which plain, palpable and undisputable facts exist on which reasonable minds cannot differ. It is not sufficient that one create an inference which is not reasonable or an issue of fact that is not genuine. *Main v. Corley*, 281 S.C. 525, 316 S.E.2d 406 (1984). Summary judgment is appropriate only when the pleadings, depositions, interrogatory answers, admissions, and affidavits show that there is no genuine issue of material fact. *United States v. Diebold, Inc.*, 369 U.S. 654, 655, 82 S.Ct. 993, 993, 8 L.Ed.2d 176 (1962).

Under Rule 56(c), SCRCP, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. With respect to an issue upon which the nonmoving party has the burden of proof, this initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case. Once the moving party carries its initial burden, the "opposing party must, under Rule 56(e), 'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with specific facts showing that there is a genuine issue for trial.'" *Hedgepath v. AT&T*, 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001).

The party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most

favorable to the nonmoving party. If triable issues exist, those issues must be submitted to the jury. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts. However, when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. See *Hedgepath*.

In deciding a Rule 56 motion, the Court must view the facts and inferences therefrom in the light most favorable to the nonmoving party. Summary judgment is appropriate only when the pleadings, depositions, interrogatory answers, admissions, and affidavits show that there is no genuine issue of material fact. A party opposing a properly supported motion for summary judgment, however, may not rest on the mere allegations or denials of his pleading, but must set forth or point to specific facts showing that there is a genuine issue of material fact. Thus, the existence of a mere scintilla of evidence in support of the nonmoving party's position is not sufficient to overcome a motion for summary judgment. *Bravis v. Dunbar*, 316 S.C. 263, 264, S.E.2d 495, 496 (Ct. App. 1994). Once moving party carries its initial burden, opposing party must, under Rule 56(e), "do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial." *Baughman v. American Telephone & Telegraph Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

In South Carolina, to recover for a breach of contract the plaintiff must allege and prove (1) a binding contract entered into by the parties; (2) breach or unjustifiable failure to perform the contract; and (3) damage suffered by the plaintiff as a direct and proximate result of the breach. *Fuller v. Eastern Fire & Casualty Insurance Co.*, 240 S.C. 75, 124 S.E.2d 602, 610 (1962)

(burden on plaintiff to prove contract, its breach and damages caused by such breach). See also *Taylor v. Cummins Atlantic Inc.*, 852 F. Supp. 1279, 1286 (D.S.C. 1994), *affirmed*, 48. F.3d 1217 (4th Cir. 1995), *cert. denied*, 516 U.S. 864, 116 S.Ct. 176, 133 L. Ed. 2d 116 (1995) (plaintiff bears burden of proving existence and terms of contract, defendant's breach of one or more contractual terms, and damages resulting from breach).

HOLDINGS

Based on the foregoing standards and having reviewed the matters of records presented, this Court finds:

1. Plaintiff and Defendants entered into a binding contract in the form of a residential lease agreement on January 23, 2019.
2. Under said residential lease agreement, Defendants jointly and severally liable for annual rent in the amount of Thirty-Nine Thousand Three Hundred and NO/100 (\$39,300.00) Dollars.
3. Under said residential lease agreement, rent was to be paid monthly by Defendants Hannah Glickman and Haley Surface in the amount of Three Thousand Two Hundred Seventy-Five and NO/100 (\$3,275.00) Dollars.
4. Under said residential lease agreement, the performance of Defendants Hannah Glickman and Haley Surface was guaranteed by Defendants Jill Surface and Diane Glickman, who each were co-signers to the lease.
5. Defendants breached the residential lease agreement on August 1, 2019, Tenants failed to tender rent in the amount of Three Thousand Two Hundred Seventy-Five and NO/100 (\$3,275.00) Dollars.

6. Defendants further breached the residential lease agreement when they abandoned the leased Premises and failed to secure new tenants.
7. Despite being provided notice by Plaintiff, Defendants failed to cure their breaches.
8. Defendants' breaches of the residential lease agreement caused Plaintiff to suffer damages totaling Forty-Six Thousand Eighty Five and 87/100 (\$46,085.87) Dollars in the form of lost rents, late fees, cleaning fees, repairs, management fees, utilities, and legal costs.

For the foregoing reasons, this Court hereby grants Plaintiff's Motion for Summary Judgment. This Court further finds Plaintiff is entitled to damages in the amount of Forty-Six Thousand Eighty-Five and 87/100 (\$46,085.87) Dollars.

IT IS SO ORDERED!

The Honorable Bentley Price

Charleston, South Carolina
_____, 2022



Charleston Common Pleas

Case Caption: Fairfield 132 Smith Street Llc VS Haley Surface , defendant, et al

Case Number: 2019CP1006387

Type: Order/Summary Judgment

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2022-08-17 12:31:09 page 6 of 6

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-_____
	)	
FAIRFIELD 132 SMITH STREET LLC,	)	
	)	
Plaintiff,	)	
	)	SUMMONS
vs.	)	
	)	
Haley Surface, Hannah Glickman,	)	
Jill Surface, and Diane Glickman,	)	
	)	
Defendants.	)	
_____	)	

TO: THE DEFENDANTS ABOVE NAMED

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

HALLER LAW FIRM, P.C.

s/ Matthew Z. Kelly
Matthew Z. Kelly
604 Savannah Highway
Charleston, SC 29407
(912) 604-6657
MKelly@hallerlawfirm.com
ATTORNEY FOR PLAINTIFF

December 10, 2019
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-_____
	)	
FAIRFIELD 132 SMITH STREET LLC,	)	
	)	
Plaintiff,	)	
	)	COMPLAINT
vs.	)	(Breach of Lease Agreement)
	)	
Haley Surface, Hannah Glickman,	)	
Jill Surface, and Diane Glickman,	)	
	)	
Defendants.	)	
_____	)	

TO: THE DEFENDANTS ABOVE NAMED

Plaintiff Fairfield 132 Smith Street, LLC, by and through its undersigned counsel, alleges and complains of the Defendants as follows:

1. Plaintiff is the owner and landlord of real property located at 132 Smith Street, Apt. 5, Charleston, South Carolina (herein after, the "Premises").
2. Defendants Haley Surface and Hannah Glickman are tenants and/or former tenants of the Premises under a Lease (herein after, the "Lease") attached hereto as Exhibit A.
3. Defendants Jill Surface and Diane Glickman are co-signers for the tenants and/or former tenants of the Premises under the Lease.
4. This court has jurisdiction over the parties to this action and the subject matter of the complaint. Venue is proper in Charleston County.

STATEMENT OF THE FACTS

5. On or about January 23, 2019, defendants Haley Surface and Hannah Glickman (the "Tenants") and defendants Jill Surface and Diane Glickman (the "Co-Signers") entered into a Lease for the Premises for a term of one year.

6. A true and correct copy of the Lease is attached hereto as Exhibit A.
7. At the time of execution, the Tenants were already in possession of and living in the Premises.
8. Under the Lease, the Defendants are jointly and severally liable for all terms and conditions of the it, including annual rent in the amount of Thirty Nine Thousand and Three Hundred (\$39,300.00) Dollars to be paid monthly in the amount of Three Thousand Two Hundred Seventy-Five and No/100 (\$3,275.00) Dollars.
9. Under the Lease, the any rent paid after the fifth (5th) day of the month due is considered late and subject to a fee of Ninety-Five and No/100 (\$95.00) Dollars.
10. Under the Lease, the Co-Signers agreed to be jointly and severally liable for any breach of the Lease by the Tenants, including, but not limited to, failure to pay rent.

FOR A FIRST CAUSE OF ACTION
BREACH OF LEASE

11. On August 1, 2019, Tenants failed to tender rent in the amount of Three Thousand Two Hundred Seventy-Five and No/100 (\$3,275.00) Dollars.
12. To date, Tenants have failed to pay rent due for the months of August, September, October, November, and December totaling Sixteen Thousand Three Hundred Seventy-Five and No/100 (\$16,375.00) Dollars in rent now owed and Three Hundred Eighty and No/100 (\$380.00) Dollars in late fees.
13. As of the date of filing, the Tenants have failed to cure their numerous breaches.
14. In addition, the Tenants caused substantial damage to the Premises which exceeds Five Thousand Eight Hundred Fifty and 87/100 (\$5,850.87) Dollars. (Exhibit B).
15. The Lease provided that Tenants and Co-Signers shall be liable, among other things, for the cost of reletting, attorney's fees, and other damages, all of which are specifically

demanded. Plaintiff asserts all rights under the Lease against the Tenants and Co-Signers for their default and termination and hereby prays for the same.

16. As a direct and proximate result of the Tenants and Co-Signers breach of the Lease, Plaintiff is entitled to a judgment against the Tenants and Co-Signers, jointly and severally, for all damages consequentially caused by the Tenants and Co-Signers as a result of their breach of the Lease and/or their possession of the Premises.

WHEREFORE the Plaintiff prays for judgment in his favor for actual damages, attorney's fees, prejudgment interest for all rents, and for such other relief as the court deems just, prudent, and proper.

Respectfully submitted,

HALLER LAW FIRM, P.C.

s/ Matthew Z. Kelly
Matthew Z. Kelly
604 Savannah Highway
Charleston, SC 29407
(912) 604-6657
MKelly@hallerlawfirm.com
ATTORNEY FOR PLAINTIFF

December 10, 2019
Charleston, South Carolina

STATE OF New York
COUNTY OF New York

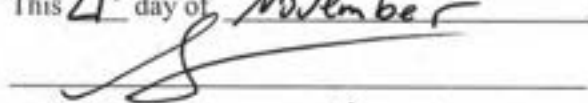
VERIFICATION

APPEARED BEFORE ME Randall E. Liberman, who, being duly sworn, states that he is the managing member of Fairfield 132 Smith Street, LLC. The statements in this complaint are true and correct to the best of his knowledge. Defendants Haley Surface, Hannah Glickman, Jill Surface, and Diane Glickman are indebted to plaintiff Fairfield 132 Smith Street, LLC in the amount of Forty-Five Thousand Seven Hundred Five and 87/100 (\$45,705.87) Dollars, plus prejudgment interest at the statutory rate.


Randall E. Liberman, Managing Member

SWORN TO AND SUBSCRIBED BEFORE ME

This 21st day of November, 2019


Notary Public for New York
(State)

My Commission Expires 11/13/21

STEVEN J. SHOGAN
NOTARY PUBLIC-STATE OF NEW YORK
No. 02SH6367078
Qualified in Nassau County
My Commission Expires 11-13-2021

RESIDENTIAL RENTAL AGREEMENT

State of South Carolina
 County of Charleston

This rental agreement made at Charleston, South Carolina, this 23rd day of January, 2019, between Haley Surface and Hannah Glickman Tenant (s) (hereinafter called "TENANT"), and Fairfield 132 Smith Street LLC Owner (hereinafter called "LANDLORD"), shall provide as follows:

THE ☒ LANDLORD ☐ TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
2. **LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of Charleston, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows: 132 Smith Street Apartment 5, Charleston, SC 29403
3. **TERMS:** This Rental Agreement shall commence on the 1st day of August, 2019, and end on the 31st day of July, 2020. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
4. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978.)
5. **RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.
6. **RENT:** Tenant agrees to pay Landlord a rent of \$ 3,275.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$39,300.00. The rent is payable to: Southeastern Management Group, Inc., P.O. Box 6165, Greenville, SC 29606 or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a LATE FEE of \$ 95.00 for payments received after the 5th day of the month.

7. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are:

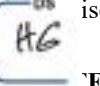
Haley Surface
Hannah Glickman

8. **RETURNED CHECKS:** Tenant agrees to pay \$ 75.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth day after the due date. Any additional returned checks from the Tenant will be subject to a charge of \$ 100.00. All future rent and charges, if more than one check is returned, shall be paid in the form of cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

9. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the advanced written consent of Landlord, which Landlord may withhold or condition in its sole discretion. Tenant must have written permission from Landlord for occupy _____ ises for more than 7 days.

DS

 [] TENANT

DS

 [] TENANT

[] TENANT

[] TENANT

DS

 [] LANDLORD HAVE READ THIS

1

10. ALTERATION TO LEASE DOCUMENT: At Landlord's sole discretion, an alteration to the lease document may be approved with the payment of an administrative fee as defined below.

(a.) Any changes, occupant additions or occupant reassignments to this lease will be accompanied by a fee of \$500.00. Tenant is responsible for procuring a lease applicant for the review and final written consent of the Landlord. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.

(b.) If Tenant chooses for the Landlord to procure a new Tenant to reassign the entire premises, Tenant agrees to pay Landlord a leasing commission equal to the value of one full month's rent, according to the terms of the original lease obligation. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.

11. UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services except: N/A which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease. In the event that a rented premise receives a utility on a shared meter with other dwellings, the Tenant agrees to pay his/her prorated share. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

12. TENANT OBLIGATIONS: Tenant agrees to keep the dwelling unit and all parts of the premises including any common areas that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants; keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises;

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from premises.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that **may** cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant shall not knowingly destroy, deface, impair, or remove any part of the premises or knowingly allow any person to do so. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to the original condition if Tenant makes any such unauthorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/Deadbolts shall not be changed without the expressed permission of the Landlord.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges that they are familiar with smoke detector operations.

Tenant agrees to accept the unit in "as is" condition. The Tenant acknowledges that no improvements or repairs will be made at the Landlord's expense unless otherwise outlined in this lease agreement.

13. MAINTENANCE OF PREMISES, PEST CONTROL: Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The Landlord further agrees to maintain in a reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. **Landlord is not responsible for changing batteries in smoke detectors, which must be tested once per month to verify working condition. Tenant must report, in writing, any malfunctioning detector.**

Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation within three (3) days shall constitute Tenant's agreement that a premise has no pest infestation of any kind. Tenant is responsible

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for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of Tenant.

14. ESSENTIAL SERVICES AND APPLIANCES: The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. Items including, but not limited to, intercoms, security systems, elevators, ice makers, bidets and propane equipment (i.e. fireplace logs) are for convenience and will not be maintained. Furthermore, the Landlord reserves the right to modify the apartment or home to account for these convenience items being removed if they stop working. Only appliances or facilities necessary to the provision of essential services will be maintained by the Landlord.

15. INSURANCE: Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

Tenant agrees to comply in all respects with the requirements of the Landlords present or future insurance carrier and not to permit anything to be done at or within the premises which shall cause cancellation of, or increase in the current rate of insurance there on. **The Tenant is advised to obtain renters insurance to protect his interests.**

16. RIGHT TO ACCESS: The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

- (a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and
- (b) Between the hours of 9:00 am and 6:00 pm for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the Landlord announces intent to enter to perform services; and
- (c) Between the hours of 8:00 am and 8:00 pm for the purpose of providing services requested by the Tenant and that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except for section 16(a), 16(b), and 16(c), the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times.

The Landlord has no other right of access except: pursuant to court order, as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

17. DEFINITION OF "THIRTY (30) DAY NOTICE": If applicable to the term of this lease, any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.

18. DESTRUCTION OR DAMAGE TO PREMISES: If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

(a) immediately vacate the premises and notify the Landlord in writing within seven days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(b) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.


 e fire or  was due to the Tenant's negligence or otherwise caused  nant, if the rental agreement is
 d, the La  shall return security deposit to the Tenant with proper ac  s required by law. Accounting for
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rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the Tenant's security deposit if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

19. CONDEMNATION: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty(60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

20. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of \$500 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

21. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$ 3,175.00 to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, **it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement.**

*The Security Deposit in the amount of \$3,175.00 was paid in full at the original lease signing dated May 24, 2018 and is being transferred to this lease in full.

Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return any of the following: pool tags, mail box keys, parking pass, keys to unit (including deadbolt, storage area, common doors), etc., the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and, (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within (5) business days after receiving notice from Landlord.

22. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If there is a noncompliance by the Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The rental agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within five days from the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 5.

Landlord may sue for actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for noncompliance with the rental agreement or Paragraph 12 above if Tenant's noncompliance is willful.

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other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraph 12 above, materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**

23. REMEDY AFTER TERMINATION: If the rental agreement is terminated, the Landlord has the right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection costs, and court costs.

24. NOTICE: A Landlord receives notice when it is delivered at the place of business of the Landlord through which the rental agreement was made or at any place held out by Landlord as the place of receipt of the communication.

25. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.

26. FURNISHINGS: Tenant agrees to be held responsible for any and all furnishing and equipment to be furnished by Landlord.

27. PETS: Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a non-refundable fee of \$ N/A and (2) rent for the pet(s) in the total amount of \$ 70, for the term of this agreement. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal over and above the non-refundable fee listed above. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury of damage to person or property caused by the animal. Any special pet agreement is an integral part to this lease.

28. WAIVER: A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

29. PEACEFUL ENJOYMENT: The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.

30. PROVISIONS: The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.

31. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due executions, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.

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32. RENTAL RATE ADJUSTMENT: On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.

33. TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OF PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.

34. RULES AND REGULATIONS: The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises. **THE COST OF REPAIRS OR UNUSUAL CLEANINGS WILL BE ASSESSED TO THOSE TENANTS THAT CAUSED THE DAMAGE. IN THE EVENT THAT FAULT CANNOT BE DETERMINED, ALL TENANTS OF THAT PARTICULAR BUILDING WILL PAY A PRO-RATA SHARE OF THE EXPENSES AS DETERMINED BY THE LANDLORD.**

35. JOINT RESPONSIBILITY: If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

36. LANDLORD'S ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Mail: Southeastern Management Group, Inc., PO Box 21878, Charleston, SC 29413

Phone: (Office) 843-577-8595 (Fax) 843-577-8597

37. CAPTIONS: Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

38. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

39. MEGAN'S LAW: The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

40. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**

41. NON-RELIANCE CLAUSE: Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension or a merger clause. The parties execute this agreement freely

and without reliance upon any statements or representations by parties
I, HB read and understand this Agreement and the meaning of its provisions.

except as set forth herein. Parties
are legally competent to enter into this

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agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

42. LIMITATION OF LIABILITY: Unless otherwise agreed, a manager of the premises that includes a dwelling unit is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his management.

43. LEASE TERMINATION: Tenant agrees that Landlord reserves the right to terminate this lease agreement at any time during this lease agreement by giving Tenant a ninety (90) day notice.

The following addendums are attached and shall be a binding part of this agreement: Move-In Guidelines, Move-Out Guidelines, Cleaning Guidelines and Lead-Based Paint. The signatures of the parties listed below are bound to this Lease in its entirety, including all current and future addendums.

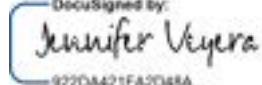
Initials: HS Initials: HG Initials: _____

44. ADDITIONAL TERMS: NO DOGS, NO PARTIES, NO SMOKING, NO GRILLS, and NO KEGS are permitted at this property. Southeastern Management Group, Inc does not provide a lockout service after hours, on the weekends or during holidays. Tenant may hire a locksmith of their choosing at the Tenant's expense. Locks to the premises may not be altered. From time to time your unit will be shown to prospective or actual purchasers, investors, appraisers, mortgagees or potential tenants. Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to show the premises. Tenant authorizes Landlord and any sub-agencies to use keys for this purpose after providing advance notice to the Tenant.

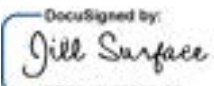
WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

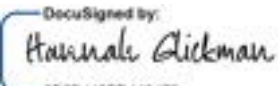
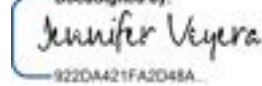
THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

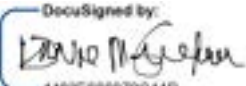
TENANT SIGNATURE:  WITNESS TO TENANT: 

PHONE OF TENANT: _____ EMAIL OF TENANT: _____

Co-Signer:  Last 4 Co-Signer Social: _____

TENANT SIGNATURE:  WITNESS TO TENANT: 

PHONE OF TENANT: _____ EMAIL OF TENANT: _____

Co-Signer:  Last 4 Co-Signer Social: _____

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LANDLORD: Fairfield 132 Smith Street LLC

By:

DocuSigned by:
Meghan Magee
DE7C3409055842C...

ELECTRONICALLY FILED - 2019 Dec 10 2:53 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387

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MOVE-IN GUIDELINES

ELECTRONICALLY FILED - 2019 Dec 10 2:53 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387

 Rent must be paid in full prior to the lease start date in order to obtain keys to the unit.

 Keys will be available for pickup between 4:00pm and 5:00pm on August 1, 2019. You will not be permitted to access the apartment until the start of your lease term on August 1, 2019.

 Please confirm that all keys received work properly before the close of business on August 1, 2019

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 Tenant is responsible for making sure utilities have been established.

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 Tenant agrees to accept the premises in "as is" condition. The Tenant acknowledges that no improvements or repairs will be made at the landlord's expense unless otherwise outlined in this lease agreement.

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 If you notice any damages or repairs that you would like noted in your file as you are moving in, we ask that you live there for a week and compile one list before contacting your Property Manager.

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 For your convenience, all maintenance requests can be emailed to maintenance@semgsc.com. Regular maintenance is handled Monday – Friday between 9 am and 5 pm only, excluding holidays. You will receive a receipt of your maintenance request during the next scheduled business day.

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 In case of an emergency such as a fire, flood or life/death situation please dial 911 immediately. In case of a plumbing emergency after hours (i.e. a pipe exploding in the building causing flooding in your apartment or in the common area) please call 843-577-8595 and listen carefully to the after hours directions. **HVAC PROBLEMS WILL NOT BE HANDLED AFTER HOURS. PLEASE CONTACT YOUR PROPERTY MANAGER ON THE NEXT SCHEDULED BUSINESS DAY.**

Date: January 23, 2019

132 Smith Street Apartment 5, Charleston, SC 29403

Property Address

DocuSigned by:
Hannah Glickman
2719C872FA02452

Tenant

DocuSigned by:
Hannah Glickman
2B6B446FD440470

Tenant

Tenant

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MOVE-OUT GUIDELINES

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Call to schedule move-out inspection with Southeastern Management Group
at (843) 577-8595.

All move-out inspections must be performed by **2:00PM July 31, 2020**. This inspection may be scheduled at the tenant's convenience. Appointments are made on a first come, first serve basis. Please keep in mind the apartment must be clean and empty of all personal property. Please do not turn off the main breaker. **There will be a \$50 fee if you are not ready at the time of your scheduled inspection.**

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Tenant shall keep all utilities serving the Property on at all times during the term of the Lease and through the completion of the Move Out Inspection including but not limited to water, electric, and gas. **Should Tenant fail to keep utilities on through the expiration of the lease/Move Out Inspection, Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities, all utility charges incurred through the lease term and an administrative fee of Fifty Dollars (\$50)**

DS HB HG

If a tenant fails to schedule a move-out inspection; this constitutes the Tenant's agreement to accept the Landlord's inspection report as conclusive and final.

DS HB HG

Thoroughly clean the entire apartment and remove all personal property prior to the time of your move-out inspection. Please see the attached cleaning guidelines.

Our office requires the use of a professional cleaning service during move-out to make the process easier. **In order to ensure the return of your full security deposit, please make sure all units are cleaned and the carpets have been professionally cleaned.**

Please note that all garbage must be placed INSIDE the dumpster for your property or properly hauled away. According to the City of Charleston Sanitation Guidelines, garbage or bulk items may NOT be placed on the street without first scheduling a special pick up with the Department of Environmental Services. Any tenants found to be in violation will be fined accordingly.

DS HB HG

Turn in a PROFESSIONAL CARPET CLEANING receipt.

DS HB HG

Provide Southeastern Management Group, Inc. with a forwarding address and phone number.

DS HB HG

No damage to property or its contents beyond normal wear and tear.

DS HB HG

No unpaid charges on your tenant account.

DS HB HG

Turn in all apartment keys in your possession, including mailbox keys, common area keys and parking passes.

Date: January 23, 2019

132 Smith Street Apartment 5, Charleston, SC 29403
Property Address

DocuSigned by:
Hassan Glickman
2719C872FA02452

Tenant

DocuSigned by:
Hassan Glickman
2B6B449FD449479

Tenant

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CLEANING GUIDELINES

ELECTRONICALLY FILED - 2019 Dec 10 2:53 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387

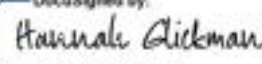
1. Replace air filter and vacuum all vents and air grills.
2. Replace any burned out light bulbs and missing smoke detector batteries.
3. Wipe down all ceiling fans, ceiling fan blades, and light fixtures.
4. Wipe down all walls, woodwork, baseboards, and trim, including window sills.
5. Clean all windows and screens.
6. Clean out the fireplace, screen, and fireplace glass (if applicable).
7. Wipe down all doors or sliding glass doors, including tracks and thresholds.
8. Clean all drapes, curtains, blinds, or other window treatments.
9. Sweep out garage, attic, and porches.
10. Mow yard, clean gutters, and trim all shrubbery (if applicable).
11. Scrub all bathrooms, including commodes, sinks, mirrors, tubs, showers and floors. Wipe out medicine cabinets and remove all soaps and detergents.
12. Clean kitchen cabinets, drawers, and shelves inside and out. Wash down all countertops.
13. If applicable, defrost refrigerator and/or freezer. Wash down all shelves and drawers inside refrigerator. Vacuum coils and grills and leave refrigerator on.
14. Clean the stove, drip pans, oven racks, and oven drawers, and broiler pan. Clean the range hood, filter, and vent.
15. Clean out all other appliances, including microwaves and dishwashers. Clean lint filter of dryer.
16. Carpets (if applicable) must be professionally steam-cleaned and **a receipt must be turned into Southeastern Management Group.**
17. Vacuum, mop, and wax all floors that are not carpeted.

There will be a \$50 fee if you are not ready at the time of your scheduled inspection. If this list has not been properly completed at the time of the move out and the Landlord must hire a vendor to complete any of the items listed above, a \$200.00 administrative fee will be levied against the Tenant(s), in addition to any costs and regular service charges incurred by the Landlord.

DocuSigned by:

 2719C872FA02452

 Tenant

132 Smith Street Apartment 5, Charleston, SC 29403
 DocuSigned by:

 2B5B445FD44047D

 Tenant

 Tenant

 Tenant

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ADDENDUM TO LEASE

ELECTRONICALLY FILED - 2019 Dec 10 2:53 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387

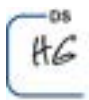
The undersigned agree that any violation listed below is considered a material breach of this lease agreement.

- A. All tenants, guests, or any other persons, are not allowed to use any fireplaces in the above listed property and **NO SMOKING IS ALLOWED ON PREMISES.**
- B. Tenant is responsible for placing trash receptacles at the correct public right of way for pick up on the appropriate day. Tenant agrees to follow any and all codes for trash removal and/or receptacles.
- C. **Any fines levied against property owner or property manager incurred by Tenant shall be immediately paid by Tenant.**
- D. Tenants will be charged for any repairs that are the result of the Tenant's, or their guest's actions. Tenants may request a copy of the invoice for their record.
- E. Tenants agree to abide by any and all rules and regulations as set forth by Home Owners Associations/Regime bylaws, master deeds, and covenants and said property may be associated with. **Any fines levied against property owner or property manager by the HOA shall be immediately paid by Tenant.**
- F. Tenant's will be responsible for any judgments levied against the property owner or property manager for "Public Disturbance" offenses or any other offenses.
- G. All automobiles found to be in a state of disrepair, non-function, or to have an out of date registration must be removed from the property listed above within 48 hours of receiving notification from property manager.
- H. In no instance shall feminine hygiene products be disposed of in any toilets or drains.
- I. Exterior of said property shall be kept clean of trash and/or debris at all times.
- II.
- J. No grills shall be allowed on any **porches, patios, or decks** of said property.
- K. Sofas and/or indoor furniture shall not be allowed on any porches, patios, or decks of said property.

ADDITIONAL: A/C AND HEATING SYSTEM FILTER GUIDELINES: Tenant is responsible for replacing all A/C and heating system filters at the property on a monthly basis. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system.



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ADDENDUM TO LEASE

Security Deposit & Keys

Release of security deposit is subject to the following provisions:

1. Full term of lease has expired and all provisions therein are complied with.
2. No damages to the property or its contents beyond normal wear and tear.
3. Property is clean in accordance with **Move-Out Guidelines Addendum**.
4. No outstanding/unpaid late charges, returned check charges, or repair charges.
5. Forwarding address has been submitted to rental office.
6. All keys turned in to rental office by move-out date.

The Security Deposit payment must be paid in the form of a personal check, cashier's check or money order, separate from all other payments, and paid in full.

The Security Deposit disbursement will be refunded by check and mailed to forwarding address provided by Tenant. If no forwarding address is provided said security deposit will be mailed to the last known address.

THE SECURITY DEPOSIT MAY NOT BE USED TO SATISFY LAST MONTH'S RENT.

Lock-out/Lost key/Locks changed

Should a tenant be locked out of a property, Southeastern Management Group will do their best to help with a replacement key. Tenants may request the "office copy" of their key to duplicate and **immediately return** during normal office hours. A \$25 fine will be placed on the tenant's account until the office copy is returned.

If Tenant is locked out after hours or on a holiday when the office is not open, a locksmith must be called at the Tenants expense. Being locked out is not an emergency.

Tenants are prohibited from changing, altering, or replacing any lock at the property during the term of their lease agreement. If the locks are altered or changed at the tenant's expense, the tenant must provide Southeastern Management Group with 5 copies of the new key. IF the property is set up on a master key; the locks will be rekeyed to our internal key system. Tenants will be responsible for the final bill from the locksmith.

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MOLD INFORMATION AND PREVENTION

ADDENDUM

ELECTRONICALLY FILED - 2019 Dec 10 2:53 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387

1. ADDENDUM: This is an Addendum to the LEASE CONTRACT executed by you, the tenant(s), on the dwelling you have agreed to rent.

2. ABOUT MOLD: Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

3. PREVENTING MOLD BEGINS WITH YOU: In order to minimize the potential for mold growth in your dwelling, you must do the following:

- **KEEP YOUR DWELLING CLEAN:** particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy foods.
- **REMOVE VISIBLE MOISTURE ACCUMULATION ON WINDOWS, WALLS CEILINGS, FLOORS AND OTHER SURFACES AS SOON AS REASONABLY POSSIBLE:** Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate into nearby walls. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor, (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated, and (3) hang up your towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots.
- **PROMPTLY NOTIFY US IN WRITING ABOUT ANY AIR CONDITION OR HEATING SYSTEM PROBLEMS YOU DISCOVER:** Follow our rules regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- **PROMPTLY NOTIFY US IN WRITING ABOUT ANY SIGNS OF WATER LEAKS, WATER INFILTRATION OR MOLD:** We will respond in accordance with state law and the LEASE CONTRACT to repair or remedy the situation as necessary.

4. TO AVOID MOLD GROWTH: It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as the following:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerators, or A/C drip pans or clogged up A/C condensation lines;
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive pot cooking;
- Leaks from clothes dryer discharge vents (which can put a lot of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- Keep the thermostat set at a reasonable temperature so that air is automatically circulating.

5. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES: (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first

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clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach that can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothing.

6. DO NOT CLEAN OR APPLY HOUSEHOLD BIOCIDES TO: (1) visible mold on porous surfaces such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing and we will take appropriate action in compliance with applicable law.

7. COMPLIANCE: Complying with this ADDENDUM will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this ADDENDUM, please contact us at 843-577-8595.

8. IF YOU FAIL TO COMPLY WITH THIS ADDENDUM: You can be held responsible for property damage to the dwelling and any health problems that may result. We cannot fix problems in your dwelling unless we are aware of said problems.

IN WITNESS WHEREOF, the individual parties have signed this Addendum.

Tenant  Date 1/23/2019

Tenant  Date 1/25/2019

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____



**S O U T H E A S T E R N
M A N A G E M E N T G R O U P**

BUY. MANAGE. SELL.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM FOR RESIDENTIAL RENTAL AGREEMENT

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must receive a federally approved pamphlet on lead poisoning prevention.

Lead Disclosure (initial)

(A) Presence of lead-based paint or lead-based paint hazards (check one below):

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

- ☒ Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the Landlord (check one below):

- ☐ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____

- ☒ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Acknowledgment (initial)

(C) Tenant has received copies of all information listed above.

(D) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Acknowledgment (initial)

(E) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information is accurate and complete.

DocuSigned by:
Hannah Glickman
2719C872FA02452
Tenant _____ Date 1/23/2019

DocuSigned by:
Hannah Glickman
2B6B449FD440470...
Tenant _____ Date 1/25/2019

Tenant _____ Date

Tenant _____ Date

Tenant _____ Date

DocuSigned by:
Jennifer Veyers
9220A421FA2D48A...
Agent _____ Date 1/29/2019

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132 smith st
unit 5 total cost s

	month	year	
lease	\$3,275	\$39,300	
pet rent	70	840	
total rent yr			\$40,140
1 removal and disposal of furniture left behind		200	
2 Clean entire apartment and dispose of content left behind by tenants		250	
3 one piece linoleum floor damaged in kitchen, remove and replace floor		550	
4 heater in living room needs front grill/screan repai		80	
5 bedroom 1- patch and sand 11 nail holes		50	
6 bedroom 2- patch and sand 80 nail holes		175	
bedroom 3- patch and sand 28 nail hole, 5 nail holes in door and remove two latch			
7 locks installed by tenants		125	
8 bedroom 4 - patch and sand 41 nail holes, 2 holes on the door		150	
9 living room- patch and sand 41 nail holes, 2 holes on the door		125	
10 bathroom , toilet seat broken		70	
11 paint all walls with repairs		1600	
total lugi			3375
Shannon Wakeland Profeessional cleaners clean mold in cabinets, clean ac, wipe every surface		800	800
wholesale appliance center refrigerator	595.86		595.86
lease fee for renewals is 10% one months rent which is \$327.50	327.5		327.5
credit checks/ application fees	300		300
utility costs october	17.51		17.51
legal fees			
late fees from property manager sept, oct, nov \$95/month	380		380
judgement fees	150		150
total owed after the year			\$46,085.87
			\$ 5,945.87
rent aug- dec			\$16,375
			\$22,320.87

HG Hannah Glickman Answer
Case Number 2019CP1006387

I Hannah Glickman gave 30-day notice to the landlord on May 22, 2019 that I would be not be able to continue living in the apartment due to unforeseen circumstances. Although my previous lease was not to expire until August of 2019, I was pressured to renew my lease by January 8, 2019. I received an email from the landlord on December 13, 2018 stating that since there was "such high demands for housing come August" that I was sent a lease renewal early, and expected to sign seven months prior to my lease expiring. This was much too far in advance, and I feel the landlord took advantage of me being a young student and first-time renter.

As I was made to sign the renewal prior to the start of the Spring 2019 semester at College of Charleston, I was under the expectation that my financial aid package would be covering the cost of my rent and thus I could afford the rent expense for the August 2019 lease. Due to an unknown learning disability I was subsequently diagnosed with following my spring semester of 2019, I lost my scholarships that had previously covered my rent expenses. I had been required to sign the renewal much too far ahead to have a clear understanding of my financial status for August of 2019. If I had been given the renewal at a reasonable time, I would not have signed it.

On January 4, 2019 I received another email stating that my decision regarding the renewal of the property would be due by next week on the date of January 8, 2019. On January 15, 2019 I received an email from the landlord stating that a full security deposit for the property was needed in order to sign the renewal. I was given the option to transfer the half of the security deposit the other tenant and I had already paid on the previous lease and pay the additional half before the lease was signed or to choose "the option they normally do" and transfer the whole amount of the security deposit with written agreeance from all current tenants. As a first-time renter, I was enticed by the landlord to believe that transferring the whole security deposit to the renewal was the normal option for the lease renewal. As the deposit was requested six months in advance, I was unable to pay the other half out of pocket and would not have signed the renewal had I not been given the option to transfer the whole deposit. On January 25, 2019, I received an email from the landlord stating the renewal lease had been sent and that it had to be signed by that day to make sure the property did not get posted for lease.

After signing the renewal, the other tenant I had signed with abandoned the property. On June 20, 2019 I received an email from the landlord stating that the building was almost fully leased for the upcoming year. I remained in contact with the landlord about breaking the lease and about possible applicants to take over my lease. On June 21, 2019 I notified the landlord I had found someone to replace me on the lease, however the year-long lease ended up not being a viable option for them. I emailed the landlord on July 24, 2019 stating that I had been unable to find tenants to take over the lease, reiterating that I no longer felt comfortable living with the tenant who had abandoned the property and put no effort into helping me find tenants to take over the property. I had been continuously searching for tenants online and had multiple tours of the property to prospective tenants with no interest in signing the lease. As this was more than a full month after receiving notice from the landlord that the building was almost fully leased, it was hard to believe I could not find anyone with interest in the property. I had been the sole person searching for new tenants and giving them tours of the property. When the other tenant did find a potential tenant, I was contacted to whether I would be able to give them a showing of

the property. When I was not available, the other tenant did not come to property. The tenant also contacted me nearing July 1, 2019 asking if I would be able to cover their portion of the rent in return for paying their share of the utilities since they had lost their job and would be unable to pay it. As I was legally contracted with them on the year-long renewal lease, I did not want to be put in a position where I would be financially tied to them and risk being evicted if they could not pay their portion of the rent. On July 25, 2019 I received an email from the landlord stating that the other tenant had found a possible tenant to replace her on the lease, and that maybe I would be comfortable living with them instead. While the possible tenant did not end up signing the lease, the landlord was well aware I was looking to remove myself from the lease. When I did find someone that was interested in signing the lease, I gave her the landlord's contact information. The landlord ultimately was not able to give them tenant useful information regarding the property and contacted me to work the lease out with the prospective tenant. Since the other tenant had been unable to find someone to take over their portion of the lease, I was unable to sign over my lease to the interested tenant due to them having to be responsible for the whole lease.

After receiving an email of an attempted burglary in the building on May 17, 2019, I no longer felt safe in the apartment, the windows were tall enough that anyone could break them and gain access into the apartment. The porch door leading into the apartments could not be locked from the outside.

The utilities were not in my name so I did not have the authority to have the utilities turned off.

As for move- out guidelines, I removed all my personal property and cleaned the apartment to the best of my ability. There was normal wear and tear.

I followed the cleaning guidelines to the best of my own personal ability. The mess that was left was not of my own effect but of the other tenants who did not contribute to cleaning the property prior to moving out.

I have attached the multiple emails I have referenced throughout.

Hannah Glickman *Hannah Glickman*
Hannah Glickman
5529 Lachapelle Bend
North Charleston, SC 29418
843-696-0593

Diane Glickman
Diane Glickman
Diane Glickman
5529 Lachapelle Bend
North Charleston, SC, 29418
908-310-7502

Case Number 2019CP1006387

Hannah Mickman
Jennifer Veyera

From: **Jennifer** <jennifer@semgsc.com>

Date: Fri, Jan 4, 2019 at 4:17 PM

Subject: 132 Smith Street - Renewals

To:

Good Afternoon Tenants,

This is just a reminder that I will need your decision about renewing by next week, Tuesday January 8, 2019.

Please let me know if you have any questions.

Thank you

Jennifer Veyera

Property Manager

Southeastern Management Group, Inc.

PO Box 21878

Charleston, SC 29413

Phone 843.577.8595 x 17

Fax 843.577.8597

www.semgsc.com

Please visit our website to see any available residential properties

Case Number 2019CP1006387

Hannah Mickman
Jennifer Veyera

From: **Jennifer** <jennifer@semgsc.com>
Date: Fri, May 17, 2019 at 4:37 PM
Subject: 132 Smith Street
To:

Good Afternoon Tenants,

There was an attempted burglary on the property. They have apprehended the suspect and he is in custody.

Please be sure to lock all doors and windows, be vigilant of your surroundings and report any and all suspicious behavior to the police.

Let me know if you have any questions or concerns.

Thank you

**Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semgsc.com**

Please visit our website to see any available residential properties

Case Number 2019CP1006387

Hannah Glickman
Jennifer Veyera

Dear Tenants,

You are valued tenants and the Landlord is offering a reduced rate for those tenants who choose to renew their leases early. These preleasing rates are only available for a limited time. All tenant signatures and co-signatures need to be returned no later than December 1, 2018 in order to take advantage of the discounted rate. If you are not prepared to renew your lease now, regular renewal rates will be sent out on December 5, 2018 and will be due back no later than January 8, 2019. We plan to begin posting our available apartments on January 9, 2019.

The pre-leasing rate for your unit is \$3175.

I need you to respond to this email in one of the following three ways.

- 1. I am ready to accept the preleasing rate please send my apartment renewal for signature/cosignature.**
- 2. I am NOT ready to make a decision at this time. Please send me a renewal next month. I understand that the rate will change.**
- 3. I DO NOT want to renew my lease. I have other plans for the August 2019-July 2020 term.**

Please speak to your roommates and reply all to let me know how you want to proceed.

Thank you,

Jennifer Veyera

Property Manager

Southeastern Management Group, Inc.

PO Box 21878

Charleston, SC 29413

Phone 843.577.8595 x 17

Fax 843.577.8597

www.semgroupsc.com

Please visit our website to see any available residential properties



Hannah Glickman <hmglickman99@gmail.com>

August Lease

3 messages

Hannah Glickman <hmglickman99@gmail.com>
To: jennifer@semgsc.com

Wed, Jul 24, 2019 at 4:51 PM

Hi Jennifer,

I just wanted to update you. I have been looking for someone to take over my lease, as well as people to fill the other 3 rooms on my own and have been unsuccessful. Unfortunately, the circumstances when I signed the lease were different than what they are now. Haley has not been living in the apartment and I no longer feel comfortable living with her. She has not made any effort to find someone to take over her room and I am worried I will get stuck with the responsibility. I desperately need to get out of this lease, however I do not have enough money to cover a whole months worth of rent on my own. I was wondering if there are any other options I can take to get out of the lease. Thanks!

Hannah Glickman

Jennifer <jennifer@semgsc.com>
To: Hannah Glickman <hmglickman99@gmail.com>

Thu, Jul 25, 2019 at 10:41 AM

Hannah,

Haley has contacted me and has found someone to take over her lease. Once I have approved this person, I can give you a little bit more information and maybe you would feel comfortable living with them? Have you tried posting it on craigslist? That is where people tend to get responses. I will do my best to help where I can.

Thank you

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semngsc.com
Please visit our website to see any available residential properties
[Quoted text hidden]

Hannah Glickman <hmglickman99@gmail.com>
To: Diane Glickman <dihanjar5@gmail.com>

Tue, Sep 24, 2019 at 1:03 PM

[Quoted text hidden]

Case Number 2019CP1006387



Hannah Glickman <hmglickman99@gmail.com>

August Lease

6 messages

Hannah Glickman <hmglickman99@gmail.com>
To: Jennifer <jennifer@semgsc.com>

Wed, May 22, 2019 at 2:47 PM

Hi Jennifer,

I was just emailing to ask if there is a way for me to break my upcoming lease in August. Due to unforeseen circumstances, I will not be able to continue living in the same location. Thank you for your time and understanding.

Sincerely,

Hannah Glickman

Jennifer <jennifer@semgsc.com>
To: Hannah Glickman <hmglickman99@gmail.com>

Wed, May 22, 2019 at 2:52 PM

Good Afternoon Hannah,

Per the lease you can transfer your lease. For a fee of \$500 you can find someone to take over your lease and then we take you off of the lease. Until then, you will have to be responsible for the lease.

10. **ALTERATION TO LEASE DOCUMENT:** At Landlord's sole discretion, an alteration to the lease document may be approved with the payment of an administrative fee as defined below.

(a.) Any changes, occupant additions or occupant reassignments to this lease will be accompanied by a fee of \$500.00. Tenant is responsible for procuring a lease applicant for the review and final written consent of the Landlord. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.

(b.) If Tenant chooses for the Landlord to procure a new Tenant to reassign the entire premises, Tenant agrees to pay Landlord a leasing commission equal to the value of one full month's rent, according to the terms of the original lease obligation. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.

Please let me know if you have any questions.

Thank you

Jennifer Veyera

Property Manager

Southeastern Management Group, Inc.

PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semgsc.com

Please visit our website to see any available residential properties

Case Number 2019CP1000387



Hannah Glickman <hmglickman99@gmail.com>

132 Smith Street unit 5

2 messages

Jennifer <jennifer@semgsc.com>

Thu, Dec 13, 2018 at 3:56 PM

To: "Hannah Glickman (hmglickman99@gmail.com)" <hmglickman99@gmail.com>, "Zainab Hussain (hussainzz@g.co.fc.edu)" <hussainzz@g.co.fc.edu>, "Haley Surface (surfacehaley@gmail.com)" <surfacehaley@gmail.com>, "Jordan Bailey (baileyjs@g.co.fc.edu)" <baileyjs@g.co.fc.edu>

Dear Tenants,

It is that time of the year!! With such high demands for housing come August, we are sending our renewals out now! I have attached your renewal for your review. All tenant signatures and co-signatures need to be returned no later than January 8, 2019. In order for you to renew we will need Co-signatures for each tenant under the age of 25.

I need you to respond to this email in one of the following three ways.

1. I am ready to accept the renewal rate please send my apartment renewal for signature/cosignature.
2. I DO NOT want to renew my lease, I have other plans for the August 2019-July 2020 term.

If I do not hear from you by January 8th, I will take it that you are not renewing and your unit will be posted for lease.

Please speak to your roommates and reply all to let me know how you want to proceed.

Thank you,

Jennifer Veyera

Property Manager

Southeastern Management Group, Inc.

PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semngsc.com

Please visit our website to see any available residential properties

Case # 2019081006387

Smith Y5 - Bailey, Glickman, Hussein, Surface - Lease Renewal 2019.pdf
80K

Hannah Glickman <hmglickman99@gmail.com>

Tue, Sep 24, 2019 at 12:59 PM

To: Diane Glickman <dihanjar5@gmail.com>

{Quoted text hidden}

Smith Y5 - Bailey, Glickman, Hussein, Surface - Lease Renewal 2019.pdf
80K

STATE OF SOUTH CAROLINA)
)
 COUNTY OF LEXINGTON) AFFIDAVIT OF SERVICE

PERSONALLY APPEARED BEFORE ME, Robert P. Jones, who being duly sworn deposes and says that he has on the date and time indicated served process as follows according to the South Carolina Code of Laws and the South Carolina Rules of Civil Procedure:

DOCUMENT: **Summons and Complaint with Attachments, Verification**

TO: **Jill Surface**

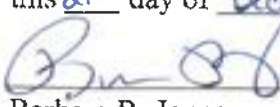
IN THE MATTER OF: **Fairfield 132 Smith Street, LLC v.
 Haley Surface, Hannah Glickman, Jill Surface and Diane
 Glickman
 2019-CP-10-06387**

BY DELIVERING A COPY
 OF SAME TO: **Mike Surface (husband)
 383 Siddington Way
 Lexington, SC 29073**

DATE SERVED: **December 21, 2019 / 12:25 pm**


 Robert P. Jones

Sworn to and subscribed before me
 this 21st day of December, 2019.


 Barbara R. Jones

My commission expires: 10/04/2028

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1006387

Fairfield 132 Smith Street Llc
PLAINTIFF(S)

Haley Surface et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Plaintiff's Motion for Entry of Default, filed on January 24, 2020, is GRANTED. Plaintiff may request a damages hearing be scheduled with the Clerk of Court.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 01/10/2021 .

Hannah Glickman for Hannah Glickman
Hannah Glickman for Hannah Glickman
Jill Surface
Diane Glickman
Haley Surface

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Fairfield 132 Smith Street Llc VS Haley Surface , defendant, et al

Case Number: 2019CP1006387

Type: Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2021-01-10 21:49:58 page 3 of 3

Plaintiff: Fairfield 132 Smith Street, LLC

Defendants: Haley Surface, Hannah Glickman, Jill Surface and Diane Glickman

Case No. 2019CP1006387

Haley Surface Answer

I, Haley Surface, was not served alongside the other defendants on December 19, 2019. Despite contacting and touring many prospective tenants, ultimately, they were unwilling to commit due to the quality of the unit paired with the high listing price compared to other available units in the area. Multiple prospective tenants relayed dissatisfaction regarding the lack of privacy of the fourth bedroom, which did not have floor to ceiling walls and was substantially smaller than the other bedrooms, as well as the fact that the unit had only one bathroom. Regarding the bathroom, it fell through the floor into the unit below in September of 2017, creating a lasting reputation which contributed to further skepticism of prospective tenants.

On July 8, 2019, I emailed the property manager to communicate that a replacement tenant had been found and to ask clarification of the process the interested party would need to complete. I was told that the interested party would need to fill out an application, which I then relayed. On July 19, 2019, I emailed the property manager to communicate that the interested party would be submitting their application and to ask the terms regarding cosigners, on his behalf. I did not receive a response until July 22, 2019, in which it was stated that a cosigner was required but the interested party did not need to fill out the application. After relaying the contradictory response of the property management company, it was acknowledged by the interested party, however, the transfer did not take place after passing into the hands of the property company.

In response to the other tenant's claim of the request to show the unit to a potential tenant, I rescheduled the showing to a later hour and was present at the property during the agreed upon time; however, the potential tenant did not show for the tour and did not respond to any communication attempts. I listed the property across various platforms, including Craigslist, Facebook Marketplace, multiple student housing groups, and housing apps. The other tenant stated that they had been unable to find any prospective tenants willing to begin the application process, that they were no longer interested in living in the unit for the upcoming year and had found and signed the lease on a new apartment for 2019-2020. Prior to learning this, my understanding was that I only needed to find a tenant to replace myself on the renewed lease. In response to the other tenant's abandonment claim during the 2018-2019 lease, I did not abandon the property. The unit was my main residence, the unit housed the entirety of my personal property, and I paid my portion of rent and utilities each month. The nights that I did not stay at the property were due to the loud gatherings and parties that frequently took place, which made studying and sleeping nearly impossible.

On January 22, 2019, the full security deposit in the amount of \$3,175.00 was transferred in full to secure the renewed lease for 2019-2020. The total cost sheet for unit 5 that was electronically filed on December 20, 2019, makes no mention of the security deposit or how it

was used toward the total cost owed. Regarding the \$5,945.87 charged for damages, I have attached statements from past tenants, pictures of the property prior to moving in, as well as emails to show that we are not responsible for the claimed damages. The property management company completed walkthroughs of the unit on September 6, 2018, December 10, 2018, January 11, 2019 with the owner of the building, as well as February 6, 2019 with insurance inspectors. None of the claimed damages were communicated after any of the property inspections that took place. The claimed damages were present prior to moving in, as stated by previous tenant Mr. Ross in the email below. Mr. Ross also states that he, along with his fellow tenants, completed the closing inspection and had their security deposit refunded, despite the damages present within the unit.

Upon moving into the unit on July 31, 2018 at the start of the original lease, unit 5 was the sole unit within the building that had not received any renovations, including paint, flooring replacement, new appliances, etc. From the plaintiff's date of purchase of 132 Smith Street on December 11, 2015, each unit was renovated separately. Unit 1 and unit 4 were redone following the destructive flooding during Hurricane Irma. Unit 3 and 6 were repainted and had minor renovations completed in October 2018, along with unit 2 in the following months. To my knowledge and experience in the property, unit 5 was the last unit of the building to receive any substantial maintenance to better its quality up to our move out date. On August 27, 2019, the property manager stated their intention of responsibility to find new tenants for the 2019-2020 lease. As this date pertains to the case paired with the amount of back rent owed, six months elapsed before new tenants were able to be found. Unit 5 was not advertised for rent until renovations were completed in order to raise its quality into the range of the remaining units within the building, far surpassing the initial quality of the unit during our lease.

The claimed damages were present within the unit prior to the initial move in date of July 31, 2018. The fridge, that was also present prior to the previous tenant's lease, was connected to power via an extension cord that spanned across the length of the kitchen floor. The damaged linoleum flooring in the kitchen was present at the move in date, nearly injuring a family member after causing a fall, after which a small rug was placed over it to ensure the safety of others. The linoleum flooring was also peeling up in all corners of the kitchen at the point of move in. The holes in the walls of the bedrooms were caused by previous tenants throughout the years hanging decorations, as evidenced from the pictures below which were used to advertise the unit prior to our move in. I am unaware of missing components on the main living room heater, however, I had to contact maintenance multiple times due to being unable to turn the heater on, during which I was told that the heater was at least a decade old.

Attached below are the advertised pictures of unit 5 prior to moving in, as well as various emails that correspond to the statements within this answer.

April 9, 2021

Respectfully,

Halcy Surface

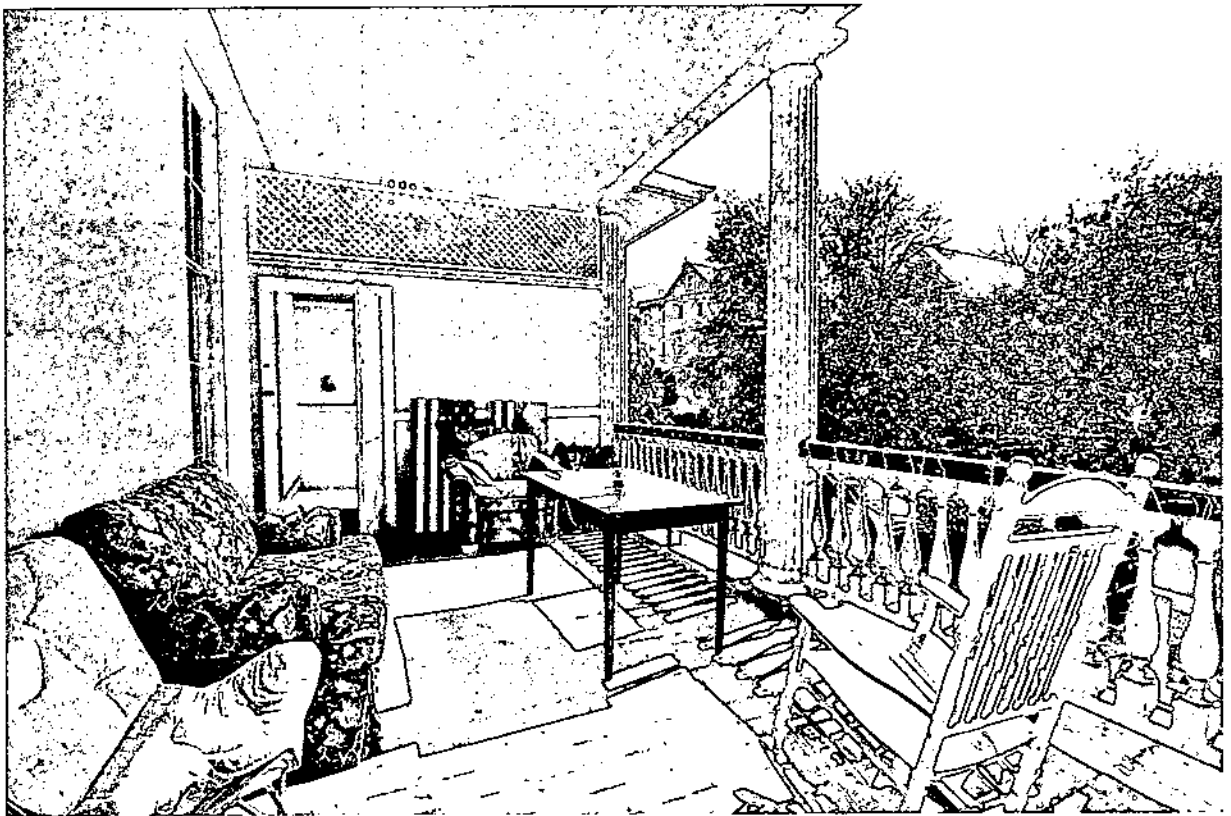
Halcy Surface 4/9/2021

9612 Blue Jay Ct.

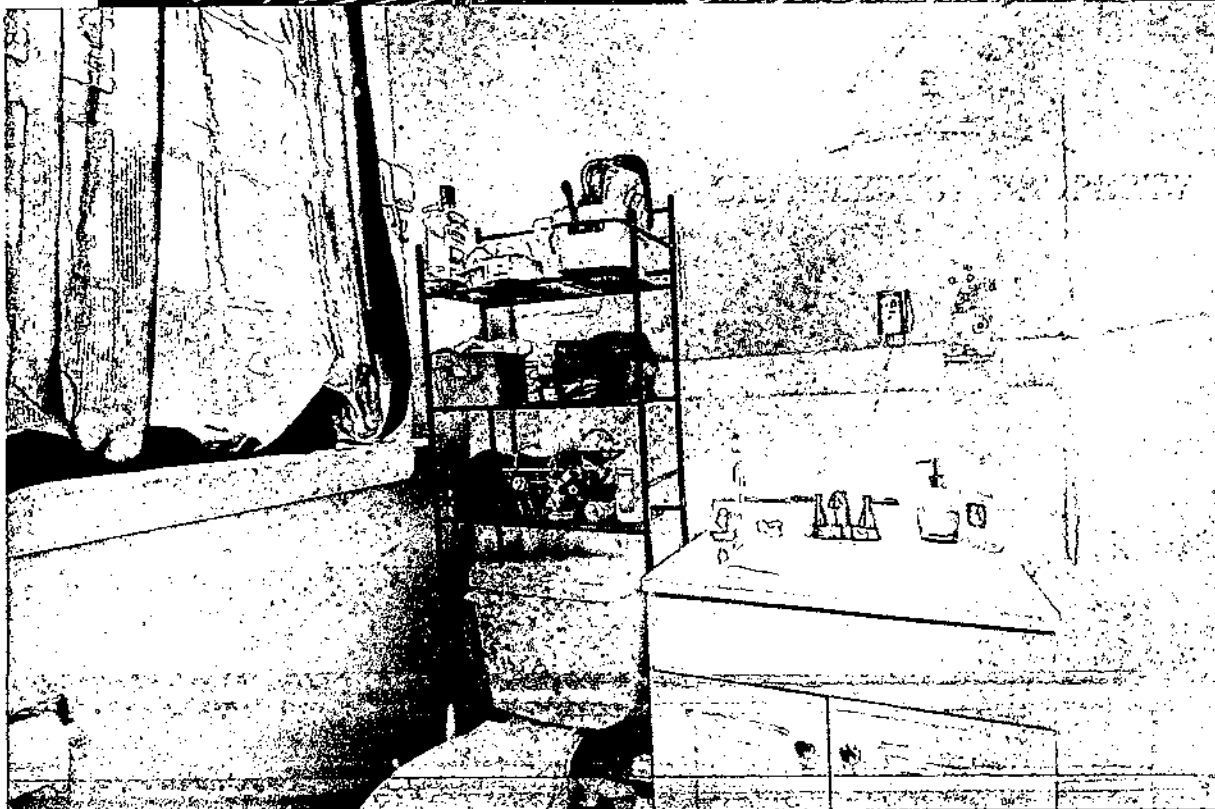
Ladson, SC 29456

(803) 834-0637

April 9, 2021

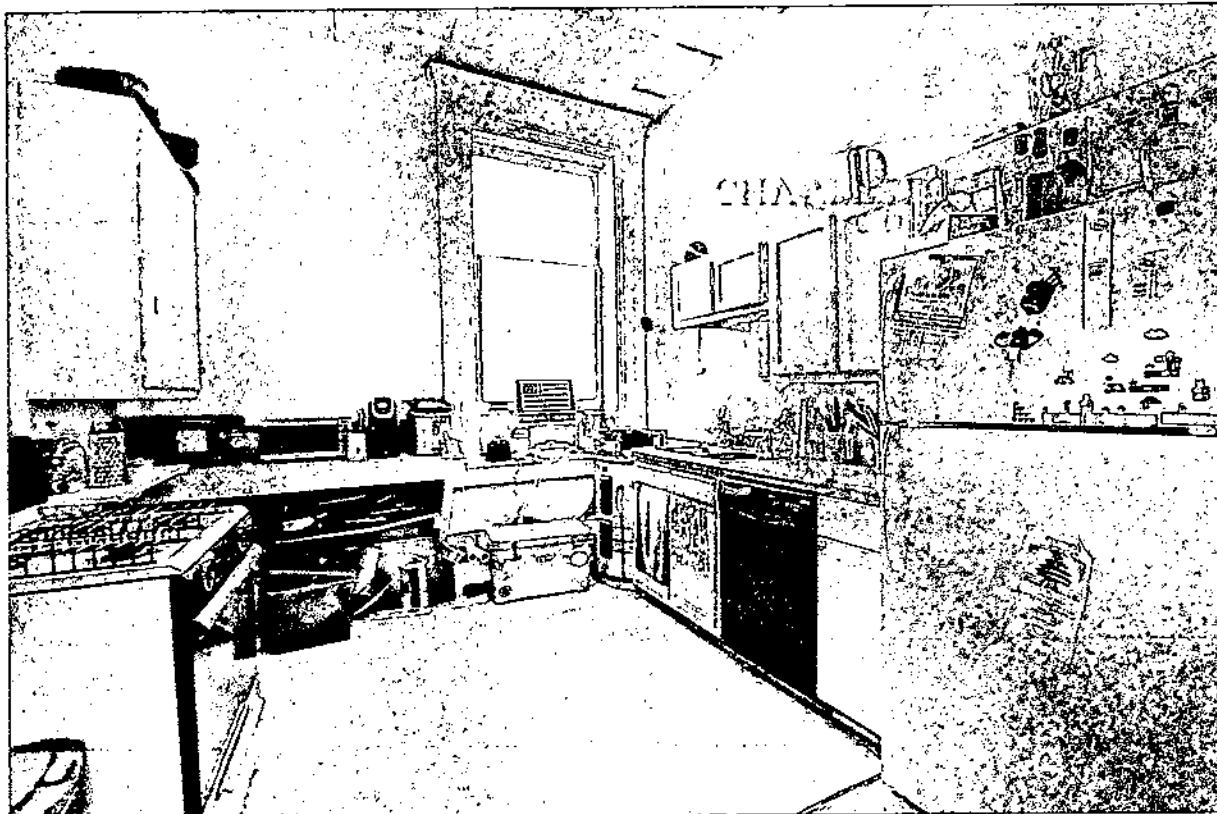


April 9, 2021





April 9, 2021





April 9, 2021

132 Smith Unit 5 Inbox x



chadross04@gmail.com

Apr 6, 2021, 6:58 PM (3 days ago)



to me

I don't believe we were charged any fees when leaving 132 Smith St Unit 5. I have found an old email where the property manger is asking for forwarding addresses to get our security deposit back.

The whole house was pretty old and beat up. The kitchen was gross, floors beat up, fridge seemed old and gross. It was hard to cool off in the summer and the heater in the middle of the living room got so hot we had to move couches around to make sure nothing caught fire.



Chad Ross

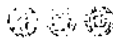
Founder & CEO

Dorsal Bracelets

#RespectTheWay

chad@dorsalbracelets.com
<https://dorsalbracelets.com/>

dorsal



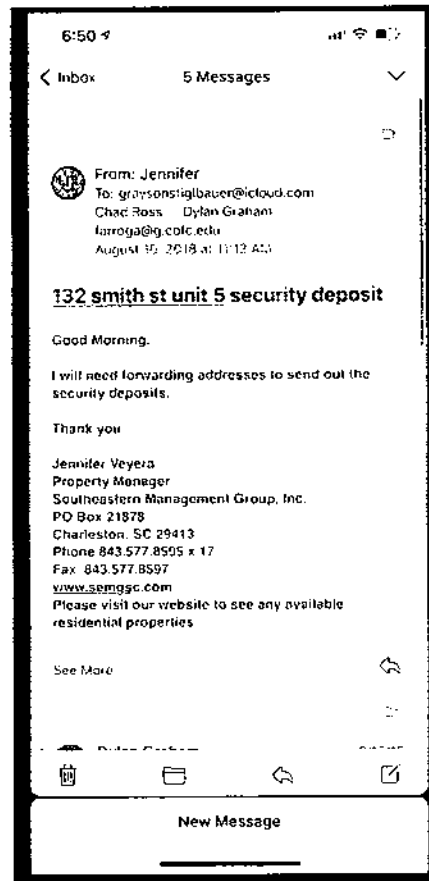
132 smith st unit 5 security deposit

Good Morning,

I will need forwarding address to send out the security deposits.

Thank you

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413



ROA_54

April 9, 2021

132 Smith Street unit 5 Inbox x



Jennifer <jennifer@semgsc.com>
to Hannah, JILL, me, dihanjar5@gmail.com ▾

Tue, Aug 27, 2019, 3:55 PM



Dear Tenant,

According to our records, you have not paid August rent. We have also confirmed with the utility providers that you have turned off the service. This leads us to believe you have abandoned the unit. This does not relieve you or your consigners from the responsibility of the lease. We will begin the necessary steps to find a replacement tenant. Once a lease is finalized we will send you a letter detailing the total amount due. Payment in full is expected upon receipt of the letter. Any outstanding balances will be sent to collections.

If any of this information is incorrect please contact me at once.

Thank you.

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semgsc.com
Please visit our website to see any available residential properties



Haley Surface <surfacehaley@gmail.com>
to Jennifer ▾

Mon, Jul 8, 2019, 4:46 AM



Hi Jennifer,

So I've found someone to take over my part of the 132 Smith St #5 lease for next year. Do they need to fill out an application, should I give them your email? What's the best way to go about the process?

Jennifer <jennifer@semgsc.com>
to me ▾

Mon, Jul 8, 2019, 9:25 AM



Haley,

They will need to fill out an application and pay the \$65 app fee. Once they are approved we will move forward. This will include the security deposit and there will be a \$500 admin fee to switch the lease over. I have attached the application to this email so you can pass it along.

Thank you

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
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Please visit our website to see any available residential properties

...

April 9, 2021



Haley Surface <surfacehaley@gmail.com>
to Jennifer ▾

Fri, Jul 19, 2019, 10:14 AM ☆ ↩ ⋮

Good morning!

Matt Amos, who will be taking over my place on the upcoming lease just has a quick question before dropping his application off at your office. He would like to know if a cosigner is required for anyone under 25? He's asking because his family lives in Wyoming and he'd have to send the application to them and have them send it back, and would like to expedite the process if possible. If they are absolutely required, is it possible to complete through a DocuSign type application?



Haley Surface

Sat, Jul 20, 2019, 3:11 PM ☆

Hey, just still wondering because I haven't heard back from you.

Jennifer <jennifer@semgsc.com>
to me ▾

Mon, Jul 22, 2019, 9:25 AM : ↩ ⋮

Haley,

Yes, a cosigner is required however they do NOT need to fill out an application! We just simply need their information and they will be able to sign electronically!

Please let me know if he has further questions.

Thank you

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597



Haley Surface <surfacehaley@gmail.com>
to Jennifer ▾

Tue, Feb 19, 2019, 3:45 PM ☆ ↩

Good evening Jennifer,

I'm a tenant of 132 Smith St #5 in room #1 straight off the living room. I've had trouble with my AC unit for a while, a lot of times it won't turn on or it'll start changing the temperature and mode by itself. Recently it won't turn on at all. Is there any way Charlie or Luigi could come out soon and fix it?

Thanks.

Jennifer <jennifer@semgsc.com>
to me ▾

Tue, Feb 19, 2019, 3:51 PM : ↩

Good Afternoon Haley,

Luigi should be over there this afternoon.

Thank you

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semgsc.com
Please visit our website to see any available residential properties

...

April 9, 2021

132 Smith Street unit 5 Inbox x



Jennifer <jennifer@semgsc.com>
to Hannah, Zainab, me, Jordan ▾

Thu, Dec 13, 2018, 3:56 PM



Dear Tenants,

It is that time of the year!! With such high demands for housing come August, we are sending our renewals out now! I have attached your renewal for your review. All tenant signatures and co-signatures need to be returned no later than January 8, 2018. In order for you to renew we will need Co-signatures for each tenant under the age of 25.

I need you to respond to this email in one of the following three ways.

1. I am ready to accept the renewal rate please send my apartment renewal for signature/cosignature.
2. I DO NOT want to renew my lease. I have other plans for the August 2019-July 2020 term.

If I do not hear from you by January 8th, I will take it that you are not renewing and your unit will be posted for lease.

Please speak to your roommates and reply all to let me know how you want to proceed.

Thank you,

Jennifer Veyera

Property Manager

Southeastern Management Group, Inc.

PO Box 21878

Charleston, SC 29413

Phone 843.577.8595 x 17

Fax 843.577.8597

www.semngsc.com

Please visit our website to see any available residential properties



Haley Surface <surfacehaley@gmail.com>
to Jennifer ▾

Mon, Oct 8, 2018, 9:32 PM



Good evening,

I'd like to put in a work order for a light fixture for our living room, we don't have a main light fixture at all for the ceiling and we are currently using a lamp to light the whole room. At first I thought it had never come with one but I visited unit #2 and they have one, so I now know that it's a feasible request.

Thank you.

Jennifer <jennifer@semgsc.com>
to me ▾

Tue, Oct 9, 2018, 9:46 AM



Haley,

Maintenance will look and see what they may be able to do, but they believe the fan in your unit did not come with a light as some do not.

Thank you

Jennifer Veyera

Property Manager

Southeastern Management Group, Inc.

PO Box 21878

Charleston, SC 29413

Phone 843.577.8595 x 17

Fax 843.577.8597

www.semngsc.com

Please visit our website to see any available residential properties

...

April 9, 2021

132 Smith street Insurance Inspections Inbox x



Jennifer <jennifer@semgsc.com>

Fri, Feb 1, 2019, 1:46 PM



to ▾

Good Afternoon Tenants,

On Wednesday February 6, 2019 at 10am there will be an insurance inspector on property and will be walking through some of the units. You will not need to be home however you are more than welcome to be.

Please let me know if you have any questions.

Thank you

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semgsc.com
Please visit our website to see any available residential properties

Jennifer <jennifer@semgsc.com>

Tue, Jan 22, 2019, 12:16 PM



to me ▾

Haley,

If you only wanted half of the security deposit transferred then you will need to pay the other half before the lease is signed.

In most cases what we do is transfer the whole deposit so you can sign your renewal and then you would work out amongst yourselves the deposit that would go back to the two tenants leaving. That way it can also give you extra time to pay it.

Thank you

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semgsc.com
Please visit our website to see any available residential properties

...



Haley Surface <surfacehaley@gmail.com>

Tue, Jan 22, 2019, 12:17 PM



to Jennifer ▾

Alright. We will do the transfer of the whole deposit then please.

...

Plaintiff: Fairfield 132 Smith Street, LLC

Defendants: Haley Surface, Hannah Glickman,
Jill Surface and Diane Glickman

Case No. 2019CP1006387
Jill Surface "Answer"

FILED
2021 APR 12 AM 11:30
April 8th
SOLE J. ARMSTRONG
CLERK OF COURT
BY RA

I, Jill Surface, would like to start this by apologizing for not providing my "answer" to the original complaint on this case. Those papers were served and signed for by my husband, while I was working out of town. I was unaware of the process and what was expected from me within the 30-day deadline. After the receipt of the documents on December 21, 2019, I did not receive any other correspondence from the Plaintiff's attorney or the court until receiving the Notice of Hearing paperwork on 3/27/2021. Since the receipt of the March 27th, 2021, paperwork, I have spoken with the Plaintiff's attorney, Mr. Kelly, to try and get up to speed on this situation. I have also researched all the filings, motions, etc. through the Charleston County website.

I, Jill Surface, was the co-signer for Haley Surface on the lease renewal in 2019 for Unit 5, 132 Smith St., Charleston, SC.

Due to the other tenant signing a lease at a different location, Haley was unable to afford this unit on her own.

Haley advertised the apartment in multiple locations as well as stayed in contact with the property management company about the situation and concerns of not being able to afford the lease.

Haley had several people come tour the apartment but once they saw it, felt that it was too expensive.

Eventually, Haley found someone to take over her lease, but the property management company did not follow through on their end with the paperwork. This resulted in the potential tenant signing a lease at another location.

The damages listed were caused by previous tenants and were not properly addressed by the property management company before Haley's original move-in date of August 2018.

Prior to moving Haley into Unit 5, we had to deep clean the apartment including the a/c units, as they were black.

My mother tripped over the torn linoleum kitchen floor and fell. We placed a small rug over that area so that no one else would get hurt. At that time, property management was notified of the situation.

The refrigerator was plugged in with an extension cord that ran across the kitchen floor. It took 3 hours of deep cleaning for the refrigerator to be useable.

The walls had holes from the previous tenants and were painted all different colors to which Haley has attached proof of this in her "answer" to the court.

Additional locks were not installed by Haley and to our knowledge were not installed by any of the other tenants living there with her.

The security deposit from their original lease was transferred in full to the new lease and should have been applied somewhere on the damages list even though the damages were not caused by them.

Respectfully,

A handwritten signature in black ink that reads "Jill Surface". The signature is written in a cursive, flowing style.

Jill Surface
383 Siddington Way
Lexington, SC 29073
(803) 394-5152
April 8th, 2021

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1006387

Fairfield 132 Smith Street Llc
PLAINTIFF(S)

Haley Surface et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Plaintiff's Motion for Damages as to Defendants Jill and Haley Surface was set for April 22, 2021 at 9:30 a.m. Attorney Kelly appeared on behalf of Plaintiff, and both Jill and Haley Surface appeared, as well as other parties to the case. The hearing was CONTINUED due to the Surfaces receiving the Plaintiff's damages packet the night before and not being prepared to respond. The hearing will be continued until June or the next available term of court. The hearing will not be rescheduled again absent exigent circumstances.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/23/2021 .

Jill Surface for Jill Surface
Diane Glickman
Jill Surface for Jill Surface
Haley Surface for Haley Surface
Haley Surface for Haley Surface

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Fairfield 132 Smith Street Llc VS Haley Surface , defendant, et al

Case Number: 2019CP1006387

Type: Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2021-04-23 09:59:15 page 3 of 3

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 19-CP-10-06387
	)	
FAIRFIELD 132 SMITH STREET, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	NOTICE OF MOTION AND
	)	MOTION FOR RELIEF FROM
	)	ENTRY OF DEFAULT
HALEY SURFACE, HANNAH GLICKMAN,	)	
JILL SURFACE and DIANE GLICKMAN,	)	
	)	
Defendants.	)	
_____	)	

By and through her undersigned attorney, Defendant Jill Surface moves the Court for an order relieving her from an entry of default and accepting her amended answer for filing.

FACTS AND PROCEDURAL HISTORY

This is a residential landlord/tenant dispute involving two young College of Charleston students, a downtown property which caters to college students, and two mothers who “co-signed” a lease so their daughters had a place to live while going to school.

This case was filed on December 10, 2019. Jill Surface was served on December 21, 2019 via hand-delivery to her husband at their home in Lexington, SC. On January 24, 2020, the Plaintiff filed a “Motion for Entry of Default.”

Almost one year later, on January 11, 2021, the Court granted the Motion for Entry of Default. The Court’s order provided that Plaintiff “may request a damages hearing be scheduled by the Clerk of Court.”

It appears that the Plaintiff did indeed, on that same day, request a damages hearing be

scheduled by the Clerk of Court. The Clerk scheduled the hearing for April 22, 2021, approximately 16 months after the Complaint was filed.

On March 27, 2021, (2 ½ months after the Clerk set the date), Defendant Jill Surface was served with the Notice of Damages Hearing.

Although she had not been properly served, Defendant Haley Surface filed her answer on April 9, 2021.

On April 12, 2021, Jill Surface filed and served her Answer.

On April 22, 2021 at 9:30 a.m., the Honorable Jennifer B. McCoy held a hearing on the Plaintiff's motion for damages and ruled as follows:

Plaintiff's Motion for Damages as to Defendants Jill and Haley Surface was set for April 22, 2021 at 9:30 a.m. Attorney Kelly appeared on behalf of Plaintiff, and both Jill and Haley Surface appeared, as well as other parties to the case. The hearing was CONTINUED due to the Surfaces receiving the Plaintiff's damages packet the night before and not being prepared to respond. The hearing will be continued until June or the next available term of court. The hearing will not be rescheduled again absent exigent circumstances.

LEGAL ARGUMENT

When a defendant has failed to answer within thirty days of service of the complaint, the Clerk of Court shall enter his default upon the calendar. Rule 55(a), SCRPC. However, the Clerk cannot know when to enter the default until she is notified of the date of service. In this case, the Plaintiff made a "Motion for Entry of Default," which was granted on January 11, 2021, one year and one month after Defendant Jill Surface was served. No default judgment has been entered. Defendant Jill Surface filed and served her Answer on April 12, 2021.

"The entry of default is official recognition of the failure to appear or otherwise respond, but is not a judgment by default." Ricks v. Weinrauch, 293 S.C. 372, 360 S.E.2d 535, 536 (Ct. App. 1987). The court may set aside an entry of default for good cause shown. Rule 55(c), SCRCP; Wham v. Shearson Lehman Bros., Inc., 298 S.C. 462, 381 S.E.2d 499, 501 (Ct. App. 1989). The rules governing relief from default are to be "liberally construed to see that justice is promoted and to strive for disposition of cases on their merits." Ricks, 360 S.E.2d at 536.

"We take this opportunity to reassert the basic legal premise that the standard for granting relief under Rule 60(b) is more rigorous than under Rule 55(c), and that an entry of default may be set aside for reasons that would be insufficient to relieve a party from a default judgment." Sundown Operating Co., Inc. v. Intedge Industries, Inc., 383 S.C. 601, 681 S.E.2d 885 (2009).

Because "the interests of justice are best served by a trial on the merits," and the consequences of default are "onerous," any doubts about whether relief should be granted should be resolved in favor of setting aside the default. Tolson v. Hodge, 411 F.2d 123, 130 (4th Cir. 1969). The traditional approach is to grant relief from default when the defendant "acts with reasonable diligence in seeking to set aside the default and tenders a meritorious defense." Lolatchy v. Arthur Murray, Inc., 816 F.2d 951, 953 (4th Cir. 1987).

"The law should not blindly impose standards which require individuals, in the conduct of their daily business, to distrust the parties with whom they deal. Likewise, a litigant should not unnecessarily be forced into default as a consequence of having reasonably relied upon the word of his fellow, particularly when no innocent party will suffer if the default is opened." Ricks, 360 S.E.2d at 537 (citation omitted).

The standard for vacating an entry of default under Rule 55(c) is less rigorous than the standard for relief from a default judgment under Rule 60(b). Wham, 381 S.E.2d at 501. However, a motion under either rule involves consideration of similar factors. The promptness with which relief is sought, the existence of a meritorious defense, and the prejudice to the other parties are relevant. Wham, 381 S.E.2d at 501-502; N.H. Ins. Co. v. The Bey Corp., 312 S.C. 47, 435 S.E.2d 377, 379 (Ct. App. 1993).

When the considerations above are applied to the facts of this case, it is clear that the entry of default against Jill Surface should be vacated. Both her Answer and this Motion for Relief have been filed and served prior to any judgment. The Plaintiff has allowed 582 days (as of the filing of this motion) to elapse after filing suit without getting a judgment.

As seen in their Answers and affidavits, and in Hannah Glickman's Answer, Jill and Haley Surface both have numerous meritorious defenses:

1. The tenants fulfilled their duty to mitigate damages; the landlord did not fulfill its same duty.
2. The obligations of a "co-signer" are not defined in the lease.
3. The landlord breached the lease.
4. The property damages claimed by the Plaintiff existed prior to the tenants' occupancy.

The Answer from Hannah Glickman (and perhaps Diane Glickman) notified the Plaintiff that the tenants and their mothers deny liability. The Plaintiff will have to prove the merits of its claim

regardless of the disposition of this motion from Jill Surface. The Plaintiff cannot claim that it will be prejudiced by the granting of this motion.

CONCLUSION

Jill Surface respectfully requests that the Court relieve her from the entry of default, accept for filing her First Amended Answer and place this case on the jury trial roster so that it may be decided on the merits.

/s Sean K. Trundy

Sean K. Trundy

Sean Kevin Trundy, LLC

Post Office Box 1275

Charleston, SC 29402

843.323.9098

strundy@trundylawfirm.com

**ATTORNEY FOR DEFENDANT JILL
SURFACE**

July 14, 2021

Charleston, South Carolina

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1006387

Fairfield 132 Smith Street Llc
PLAINTIFF(S)

Haley Surface et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Plaintiff filed a Motion for Entry of Default on January 24, 2020 and it was Granted by this Court on January 11, 2021. Defendant Jill Surface filed a Motion for Relief from Entry of Default on July 14, 2021. Upon careful review of the submissions to the Court, Defendant Jill Surface's Motion is hereby GRANTED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/01/2021 .

Jill Surface for Jill Surface
Diane Glickman
Jill Surface for Jill Surface
Haley Surface for Haley Surface
Haley Surface for Haley Surface

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Fairfield 132 Smith Street Llc VS Haley Surface , defendant, et al

Case Number: 2019CP1006387

Type: Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2021-10-01 12:36:02 page 3 of 3

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 19-CP-10-06387
	)	
FAIRFIELD 132 SMITH STREET, LLC,	)	
	)	
Plaintiff,	)	
	)	FIRST AMENDED ANSWER
vs.	)	OF JILL SURFACE
	)	(Jury Trial Demanded)
HALEY SURFACE, HANNAH GLICKMAN,	)	
JILL SURFACE and DIANE GLICKMAN,	)	
	)	
Defendants.	)	
_____	)	

By and through her undersigned attorney, Defendant Jill Surface answers the Plaintiff's Complaint as follows:

1. Any allegation not hereinafter admitted or qualified shall be deemed denied.
2. Most of the allegations of the Complaint relate to written documents. Defendant Jill Surface craves reference to those documents and denies any allegation inconsistent with the language of the documents.
3. Defendant Jill Surface denies liability and relies upon all affirmative defenses available to her under the law.

/s Sean K. Trundy
 Sean K. Trundy
 Sean Kevin Trundy, LLC
 Post Office Box 1275
 Charleston, SC 29402
 843.323.9098
strundy@trundylawfirm.com
ATTORNEY FOR DEFENDANT JILL SURFACE

October 1, 2021

Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-10-06387
	)	
FAIRFIELD 132 SMITH STREET LLC,	)	
	)	
Plaintiff,	)	PLAINTIFF'S MOTION
	)	FOR SUMMARY JUDGMENT
vs.	)	
	)	
Haley Surface, Hannah Glickman,	)	
Jill Surface, and Diane Glickman,	)	
	)	
Defendants.	)	
_____	)	

**TO: DEFENDANT HALEY SURFACE, DEFENDANT JILL SURFACE, AND
DEFENDANT HANNAH GLICKMAN IN THE ABOVE NAMED CASE BY AND
THROUGH THEIR RESPECTIVE ATTORNEYS OF RECORD.**

NOTICE AND MOTION

YOU WILL PLEASE TAKE NOTICE that counsel for Plaintiff Fairfield 132 Smith Street, LLC ("Plaintiff") shall move before this Court on the tenth (10) after service hereof, or as soon as the same may be heard, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure for an order granting it summary judgment.

This motion will be based upon a memorandum in support (to be submitted to the Court prior to the date of hearing), the pleadings, and filings in this matter, South Carolina case and statutory law, arguments of counsel, the South Carolina Rules of Civil Procedure, and any affidavits or other evidence that may be presented at the hearing. The undersigned hereby certifies that communication with opposing attorney of record would serve no useful purpose. As grounds for this motion, Plaintiff would show the following:

1. No issue of genuine material fact exists as a plain reading of the Lease for the premises at the heart of this case demonstrates Defendants breached their contractual duties and Plaintiff is entitled to judgment as a matter of law.

For the foregoing grounds and as will be shown in a memorandum in support (to be submitted to the Court prior to the date of hearing), the pleadings, and filings in this matter, South Carolina case and statutory law, arguments of counsel, the South Carolina Rules of Civil Procedure, and any affidavits or other evidence that may be presented at the hearing, Plaintiff respectfully requests this Honorable Court to grant its motion for summary judgment.

RESPECTFULLY SUBMITTED,
OYSTER ROAD LAW FIRM, LLC

s/Matthew Z. Kelly
Matthew Z. Kelly, Esq.
S.C. Bar No. 102752
751 Johnnie Dodds Blvd., Ste. 200
Mt. Pleasant S.C. 29464
Phone: (843) 804-6538
Email: mkelly@oysterrd.com
Attorney for Plaintiff

Dated: January 25, 2022
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 19-CP-10-06387
	)	
FAIRFIELD 132 SMITH STREET, LLC,	)	
	)	
Plaintiff,	)	
	)	AFFIDAVIT OF HALEY SURFACE
vs.	)	
	)	
HALEY SURFACE, HANNAH GLICKMAN,	)	
JILL SURFACE and DIANE GLICKMAN,	)	
	)	
Defendants.	)	

PERSONALLY APPEARED BEFORE ME, Haley Surface, who after first being duly sworn deposes and states as follows:

1. I am a Defendant in this case and I make this affidavit of my own personal knowledge.
2. 132 Smith Street is a complex of 4 buildings encompassing multiple rental units. For approximately two years, I lived in the yellowish building at 132 Smith Street, which is colloquially called the "Mustard Mansion." It is infamous in the College of Charleston student community.
3. The Mustard Mansion has 6 units. In August, 2017, I moved into Unit 1, on the first floor, with 3 roommates. The Mustard Mansion was not fancy and it was expensive, but its location was ideal for C of C students like us.
4. Hurricane Irma hit soon after I moved in, flooded the first floor, and the Plaintiff/landlord moved me to Unit 6, where I slept on an air mattress for some time.

5. At around the same time, in September of 2017, the floor of the bathroom in Unit 5 collapsed into the unit below. Luckily, no one was injured. I know this happened because I saw it and because the tenants in Unit 5 needed to use my bathroom in Unit 6.

6. I became friends with those tenants, and when they decided to move (July 2018), Hannah Glickman, two other girls and I decided to move into Unit 5, the subject of this lawsuit. We signed a lease giving us possession of Unit 5 from August 1, 2018 to July 31, 2019.

THE PRESSURE TO EXTEND THE LEASE

7. In late 2018, the Plaintiff, through its property manager, began pressuring us to extend our lease for another year even though we were less than halfway through our first year. We had a lease through July 31, 2019, but the Plaintiff threatened to start advertising our Unit on January 9, 2019. (Exhibit A).

8. The Plaintiff's pressure campaign escalated with a December 13, 2018 email. (Exhibit B). A January 4, 2019 email demanded that we make a decision by January 8. (Exhibit C).

9. The pressure from the Plaintiff made Hannah and me nervous about having a place to live. We could not predict what rental rates would be in July 2019 or how much housing would be available. So, on January 23, 2019, Hannah and I signed the new lease, which had a term of August 1, 2019 to July 31, 2020. My mom, Jill Surface, and Hannah's mom, Diane Glickman, signed the lease as "co-signers." The monthly rent was \$3,275.

10. Our other two roommates declined to sign the lease extension/renewal.

11. I did not realize it at the time, but understand now that there is a provision in the

lease that allows the Plaintiff to evict us, for any reason or no reason at all, with 90 days' notice.

MY ROOMMATE'S ISSUES AND ATTEMPTS TO FIND A NEW ROOMMATE.

12. In May of 2019, Hannah told me that she had found another place to live and would be leaving. I do not know the truth or falsity of her statements about scholarships and student loans. Hannah emailed the Plaintiff, which informed her that for a fee of \$500 Hannah could find someone to assume her duties under the lease. (Exhibit D).

13. My personal relationship with Hannah had been deteriorating, so I had already been on the look-out for someone to take over my room in case I decided I wanted to leave. When Hannah announced departure, I starting looking harder, this time for a replacement for Hannah, even though she was the one who was leaving. Hannah's written statements that I had "not been living in" and had "abandoned" the apartment are untrue.

14. On July 8, 2019, I emailed the property manager that I had found a potential replacement tenant. The property manager was not exceptionally responsive or helpful and that prospective tenant was not approved/did not move in.

MOVE-OUT.

15. By the end of July 2019, the expiration of our original Unit 5 lease, all four of us had moved out of the Mustard Mansion.

16. I continued to attempt to find replacement tenants. I listed the property across various platforms, including Craigslist, Facebook Marketplace, multiple student housing groups, and housing apps. Despite the demand for student housing, the unrenovated Unit 5 proved to be a hard sell, especially for someone like me, who is not a real estate professional.

17. The condition and price of the unit made it difficult. Multiple prospective tenants relayed dissatisfaction with the lack of privacy of the fourth bedroom, which did not have floor to ceiling walls and was substantially smaller than the other bedrooms, as well as the fact that the unit had only one bathroom. The bathroom floor collapse from September of 2017 created a lasting reputation which contributed to further skepticism from prospective tenants.

18. My efforts ceased on August 27, 2019, when the property manager told me that it would assume responsibility for finding new tenants. After my move-out, I monitored the property manager's website. Unit 5 was not advertised for rent until renovations were completed in order to raise its quality into the range of the other units in the building, far surpassing the quality of the unit during our lease.

THE CONDITION OF UNIT 5 AND CLAIMED DAMAGES

19. I have knowledge of the condition of all the units in the Mustard Mansion. After the Hurricane Irma flooding, Units 1 and 4 were renovated. The bathroom floor collapse in Unit 5 was repaired in September, 2017, but the unit as a whole was not renovated. Starting in October 2018, Units 3 and 6 and then Unit 2 were renovated.

20. At the time of my move-in and move-out, Unit 5 was the sole unit in the building that had not been renovated.

21. At some point during my Unit 5 tenancy, a woman approached and said she had lived in the unit 6 years prior and wanted to see the unit. She recognized the refrigerator and even some artistic stickers on the fridge door. I say this because with all the many tenants who

moved in and out of Unit 5 over that course of time, not only had the refrigerator not been replaced, the stickers had not been removed.

22. When we moved in, Unit 5 was disgustingly dirty. My grandmother, my mom, I and others spent hours cleaning. The AC units were filthy. The walls were all different colors and had holes everywhere.

23. The "damages" claimed by the Plaintiff were present when I moved into Unit 5 in July, 2018. The fridge was connected to power via an extension cord that spanned the width of the kitchen floor. The damaged linoleum flooring in the kitchen was present at the move in date, and my grandmother, Judy Starnes, who was helping me move in, nearly tripped and fell because of the damaged floor. We tried to make the kitchen safer by placing rugs over the damaged floor and the loose extension cord. The linoleum flooring was also peeling up in all corners of the kitchen when we moved in. The holes in the walls of the bedrooms were caused by previous tenants throughout the years hanging decorations, as evidenced from the attached pictures which were used to advertise the unit prior to our move in.

24. I am unaware of missing components from the main living room heater; however, I had to contact maintenance multiple times due to being unable to turn the heater on. The Plaintiff's maintenance staff told me that the heater was at least a decade old.

25. The property management company completed walkthroughs of the unit on September 6, 2018, December 10, 2018, January 11, 2019 (with the owner present), and on February 6, 2019 with insurance inspectors. Neither the Plaintiff nor its representatives made any mention of the claimed damages during or after these inspections.

26. The documents submitted by the Plaintiff which relate to cleaning Unit 5 are from mid-November, 2019, more than 100 days after I moved out.

27. Finally, I will note that during the approximately two years that I lived at the Mustard Mansion, the Plaintiff had at least three property managers. Every time the property manager changed, there would be changes to the rules and regulations and even the terms of my tenancy. When I moved in, my rent included an off-street parking spot. After one of the property manager changes, I was notified that my rent no longer included a parking spot and that I was required to pay an additional \$250 per month to preserve my spot. My car was actually booted by my landlord.

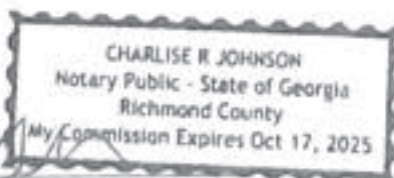
FURTHER AFFIANT SAYETH NOT!

Haley Surface
Haley Surface

Sworn to before me this 13

day of April, 2022.

CD Johnson



Notary Public for Georgia - Richmond

My Commission expires: 10/17/2025

Case Number 2019CP1006387

Hannah Glickman
Jennifer Veyera

Dear Tenants,

You are valued tenants and the Landlord is offering a reduced rate for those tenants who choose to renew their leases early. These preleasing rates are only available for a limited time. All tenant signatures and co-signatures need to be returned no later than December 1, 2018 in order to take advantage of the discounted rate. If you are not prepared to renew your lease now, regular renewal rates will be sent out on December 5, 2018 and will be due back no later than January 8, 2019. We plan to begin posting our available apartments on January 9, 2019.

The pre-leasing rate for your unit is \$3175.

I need you to respond to this email in one of the following three ways.

1. I am ready to accept the preleasing rate please send my apartment renewal for signature/cosignature.
2. I am NOT ready to make a decision at this time. Please send me a renewal next month. I understand that the rate will change.
3. I DO NOT want to renew my lease. I have other plans for the August 2019-July 2020 term.

Please speak to your roommates and reply all to let me know how you want to proceed.

Thank you,

Jennifer Veyera

Property Manager

Southeastern Management Group, Inc.

PO Box 21878

Charleston, SC 29413

Phone 843.577.8595 x 17

Fax 843.577.8597

www.semgsc.com

Please visit our website to see any available residential properties

Exh.
A



Hannah Glickman <hmglickman99@gmail.com>

132 Smith Street unit 5

2 messages

Jennifer <jennifer@semgsc.com>

Thu, Dec 13, 2018 at 3:56 PM

To: "Hannah Glickman (hmglickman99@gmail.com)" <hmglickman99@gmail.com>, "Zainab Hussain (hussainzz@g.cofc.edu)" <hussainzz@g.cofc.edu>, "Haley Surface (surfacehaley@gmail.com)" <surfacehaley@gmail.com>, "Jordan Bailey (baileyjs@g.cofc.edu)" <baileyjs@g.cofc.edu>

Dear Tenants,

It is that time of the year!! With such high demands for housing come August, we are sending our renewals out now! I have attached your renewal for your review. All tenant signatures and co-signatures need to be returned no later than January 8, 2019. In order for you to renew we will need Co-signatures for each tenant under the age of 25.

I need you to respond to this email in one of the following three ways.

1. I am ready to accept the renewal rate please send my apartment renewal for signature/cosignature.
2. I DO NOT want to renew my lease. I have other plans for the August 2019-July 2020 term.

If I do not hear from you by January 8th, I will take it that you are not renewing and your unit will be posted for lease.

Please speak to your roommates and reply all to let me know how you want to proceed.

Thank you,

Jennifer Veyera

Property Manager

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Fax 843.577.8597
www.semngsc.com

Please visit our website to see any available residential properties

Exh
B

Case # 2019CP1006387

Smith Y5 - Bailey, Glickman, Hussein, Surface - Lease Renewal 2019.pdf
80K

Hannah Glickman <hmglickman99@gmail.com>
To: Diane Glickman <dihanjar5@gmail.com>

Tue, Sep 24, 2019 at 12:59 PM

[Quoted text hidden]

Smith Y5 - Bailey, Glickman, Hussein, Surface - Lease Renewal 2019.pdf
80K

Case Number 2019CP1006387

Hannah Mickman
Jennifer Veyera

From: **Jennifer** <jennifer@semgsc.com>
Date: Fri, Jan 4, 2019 at 4:17 PM
Subject: 132 Smith Street - Renewals
To:

Good Afternoon Tenants,

This is just a reminder that I will need your decision about renewing by next week, Tuesday January 8, 2019.

Please let me know if you have any questions.

Thank you

**Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597**

www.semgsc.com

Please visit our website to see any available residential properties

Exh.
C



Hannah Glickman <hmglickman99@gmail.com>

August Lease

6 messages

Hannah Glickman <hmglickman99@gmail.com>
To: Jennifer <jennifer@semgsc.com>

Wed, May 22, 2019 at 2:47 PM

Hi Jennifer,

I was just emailing to ask if there is a way for me to break my upcoming lease in August. Due to unforeseen circumstances, I will not be able to continue living in the same location. Thank you for your time and understanding.

Sincerely,

Hannah Glickman

Jennifer <jennifer@semgsc.com>
To: Hannah Glickman <hmglickman99@gmail.com>

Wed, May 22, 2019 at 2:52 PM

Good Afternoon Hannah,

Per the lease you can transfer your lease. For a fee of \$500 you can find someone to take over your lease and then we take you off of the lease. Until then, you will have to be responsible for the lease.

10. **ALTERATION TO LEASE DOCUMENT:** At Landlord's sole discretion, an alteration to the lease document may be approved with the payment of an administrative fee as defined below.

(a.) Any changes, occupant additions or occupant reassignments to this lease will be accompanied by a fee of \$500.00. Tenant is responsible for procuring a lease applicant for the review and final written consent of the Landlord. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.

(b.) If Tenant chooses for the Landlord to procure a new Tenant to reassign the entire premises, Tenant agrees to pay Landlord a leasing commission equal to the value of one full month's rent, according to the terms of the original lease obligation. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.

Please let me know if you have any questions.

Thank you

Jennifer Veyera

Property Manager

Southeastern Management Group, Inc.

PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semngsc.com

Please visit our website to see any available residential properties

Exh.

D

Case Number 2019CP1000387

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
	)	
COUNTY OF CHARLESTON	)	CASE NO. 19-CP-10-06387
	)	
FAIRFIELD 132 SMITH STREET, LLC,	)	
	)	
Plaintiff,	)	
	)	THE SURFACE DEFENDANTS'
vs.	)	MEMORANDUM IN
	)	OPPOSITION TO SUMMARY
HALEY SURFACE, HANNAH GLICKMAN,	)	JUDGMENT
JILL SURFACE and DIANE GLICKMAN,	)	
	)	
Defendants.	)	
_____	)	

Defendants Jill Surface and Haley Surface hereby oppose the Plaintiff's motion for summary judgment.

In this residential landlord tenant dispute involving two former college students and their mothers, the Complaint is verified. Exhibit A to the Complaint is the lease and Exhibit B purports to be a calculation of damages. Exhibit B will be referred to as the "unnamed document" in this memorandum.

On April 22, 2021, Judge McCoy continued a damages hearing "due to the Surfaces receiving the Plaintiff's damages packet the night before and not being prepared to respond." From the Clerk's website, it does not appear that the damages packet was filed. It does not appear that anybody on behalf of the Plaintiff has sworn to the veracity of the damages packet.

"When a motion is to be supported by affidavit, the affidavit shall be served with the motion." Rule 6 (d), SCRPC. No affidavit was served with this motion for summary judgment.

Thus, the only sworn evidence provided by the Plaintiff is the complaint, the lease and

the unnamed document. The Surface Defendants have submitted Haley Surface's sworn affidavit with attachments.

I. STANDARD OF REVIEW: A MERE SCINTILLA AND THE LIGHT MOST FAVORABLE.

"[I]n cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a **mere scintilla** of evidence in order to withstand a motion for summary judgment." Hancock v. Mid-South Management Co., Inc., 381 S.C. 326, 673 S.E.2d 801, 803 (2009) (emphasis added); accord, Zurich American Ins. Co. v. Tolbert, 387 S.C. 280, 692 S.E.2d 523, 524 (2010) ("In our view, respondents presented a scintilla of evidence through Tolbert's affidavit, sufficient to withstand summary judgment, that there may be coverage under the SCUIM endorsement.")

Summary judgment is appropriate only "when it is clear there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. In determining whether any triable issue of fact exists, **the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the nonmoving party**. If triable issues exist, those issues must go to the jury." Worsley Companies, Inc. v. Town of Mount Pleasant, 339 S.C. 51, 528 S.E.2d 657, 659-660 (2000) (emphasis added; citations omitted).

Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Even when there is no dispute as to evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. . . . All ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the movant.

The party seeking summary judgment has the burden of clearly

establishing the absence of a genuine issue of material fact. For summary judgment to be granted, it must be perfectly clear no issue of fact is involved. Because it is a drastic remedy, summary judgment should be cautiously invoked so no person will be improperly deprived of a trial of the disputed factual issues. Moriarty v. Garden Sanctuary Church of God, 334 S.C. 150, 511 S.E.2d 699, 702 (Ct. App. 1999), aff'd, 341 S.C. 320, 534 S.E.2d 672 (2000) (citations omitted).

II. GENUINE ISSUES OF MATERIAL FACT ARISING FROM THE PLAINTIFF'S OWN DOCUMENTS.

Without even addressing the disputes raised by Haley Surface's affidavit, the Court can see numerous issues of material fact arising from the Plaintiff's own documents.

A. What is a "co-signer"?

Jill Surface appears in the Lease only as a "co-signer." "Co-signer" is not defined in the Lease. Only the tenants are obligated to pay rent and allowed to occupy the premises (Paragraphs 6 and 7 of the lease). The Surface Defendants' research has not revealed any definition of "co-signer" under South Carolina law. "Guarantor" has a legal meaning; "co-signer" does not. This issue of fact makes summary judgment inappropriate.

Paragraph 30 of the lease provides: "The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns." The Plaintiff could have included the term "co-signer" in this paragraph, but elected not to.

Paragraph 35 of the lease provides: "If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural." The Plaintiff could have included the term "co-signer" in this paragraph, but elected not to.

Paragraph 43 of the lease is titled "LEASE TERMINATION" yet contains this sentence: "All signatures and co-signatures listed below are bound to this Lease in its entirety, including all current and future addendums." Paragraph 43 calls for the initials of the tenants, but not of the co-signers.

At best for the Plaintiff, the lease is internally inconsistent about the rights and responsibilities of co-signers, rendering summary judgment inappropriate.

B. The Plaintiff's chaotic damages calculations.

The Plaintiff relies on a Luigi Cirifalco document, dated November 18, 2019, as proof of its damages. Is it an invoice or an estimate? It purports to be both. The slip sheet actually calls it a "Statement." What is it? Was it actually paid?

The Cirifalco document lists prices for repairs to walls. Then it lists a price for "Paint all walls with repairs." Are the repairs being billed twice?

The Cirifalco document lists a price for "Clean entire apartment and dispose off [sic] content left behind by tenants." The "Tenant Ledger" lists a price for "Janitorial -Deep clean of apartment." The unnamed document lists "Shannon Wakeland Professional cleaners clean mold in cabinets, clean ac, wipe every surface." If Cirifalco cleaned the unit, why did Shannon Wakeland clean the apartment? Did either one of them clean the apartment?

The "Tenant Ledger" describes the Cirifalco document as "Gen. Building Maintenance – Clean up and repairs to apartment." The "Tenant Ledger" includes "Gen. Building Maintenance – Refrigerator." Are tenants responsible for "general building maintenance?"

Ms. Wakeland's email of November 20, 2019 indicates that she visited the unit

November 19, one day after the date of Mr. Cirifalco's document. "I went by there yesterday and took lots of pictures - wow! Mold is growing in the cabinets, in the AC units, on the dishwasher and etc. Would definitely have to purchase a couple of good safety masks because of the mold. We would have to do a ceiling, wall wipe down and clean inside of every area. \$800 would be my fee." "Would be." Was it paid?

The unnamed document lists "lease fee for renewals is 10% one months [sic] rent which is \$327.50." What does that mean? And is it inconsistent with Paragraph 10(b) of the lease, which provides: "If Tenant chooses for the Landlord to procure a new Tenant to reassign the entire premises, Tenant agrees to pay Landlord a leasing commission equal to the value of one full month's rent, according to the terms of the original lease obligation. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant."

From the slip sheet, what does "Lease Fee Commissions via Tenant Ledger" mean?

The unnamed document lists "credit checks/application fees." Wouldn't the Plaintiff incur these costs regardless of whether how the Defendants' tenancy ended?

The unnamed document lists "late fees from property manager sept, oct, nov \$95/month." "From" property manager? Why should tenants be responsible for them? Or if that is just poor writing, and "from" should be "to" or "for," then why is the property manager not a party?

Late fees are apparently being assessed for September, October, and November, but not for August and not for December, January, February. Why?

Why does the unnamed document appear to charge for a pet that was not there? Even the Plaintiff had a claim for a pet fee, why is it \$840. Paragraph 27 of the lease provides: “Landlord, at Landlord’s sole discretion, may consent if Tenant makes the following payments: (1) a non-refundable fee of \$ N/A and (2) rent for the pet(s) in the **total** amount of \$70, for the term of this agreement.” (Emphasis added.)

The unnamed document concludes with this:

total owed after the year	\$46,085.87
	\$5,945.87
=====	
rent aug-dec	\$16,375
	\$22,320.87

But then the “Tenant Ledger,” which was exported on April 21, 2021, 14 months after new tenants moved in, has a “total” of 15,775.87. The Plaintiff’s numbers are incomprehensible and unreconcilable.

The Plaintiff’s own documents create genuine issues of material fact which preclude summary judgment.

C. The mysterious utility costs.

The Defendants deny any liability for utility costs. However, even these costs were considered, the Plaintiff has not provided the Court with reliable evidence on which to base a summary judgment.

Why are utility costs charged for only October?

When the unnamed document was filed on December 10, 2019, October utility costs were \$17.51 (the same amount appears on the “Tenant Ledger.”) On the undated version of

the unnamed document, the October utility costs ballooned to \$413.00. Why and how?

Item 16 is "Utility Costs Invoices." The first page indicates that Dominion Energy was paid \$17.51 on October 25, 2019 and that on November 18, 2019, \$99.38 will be due.

The second page indicates that \$111.05 is due to the water company, CPW, on November 22, 2019.

Another page indicates that \$51.05 is due to the water company, CPW, on December 23, 2019.

Another page indicates that Dominion Energy was due \$69.80 on January 21, 2020.

Another page indicates that \$51.05 is due to the water company, CPW, on January 23, 2020.

Even if one adds up all of these disparate numbers and conglomerates them under the rubric of "October utility costs," the sum is \$400.29, not \$413.00.

The Plaintiff's own documents create genuine issues of material fact which preclude summary judgment.

III. GENUINE ISSUES OF MATERIAL FACT, AND HYBRID ISSUES OF LAW AND FACT, REGARDING MITIGATION AND "ABANDONMENT."

A landlord has the duty to minimize its damages by finding a new tenant. U.S. Rubber Co. v. White Tire Co., 231 S.C. 84, 97 S.E.2d 403, 409 (1956).

"The reasonableness of actions to mitigate damages is ordinarily a question for the jury." McClary v. Massey Ferguson, Inc., 291 S.C. 506, 354 S.E.2d 405 (Ct. App. 1987) ("it is inferable that the jury considered mitigation and declined to award the \$17,000 sought for losses occurring after 1984.") "Since the evidence of value was in conflict, it was for the jury,

not the court, to decide the question of failure to mitigate. . . . The evidence provided no basis for the court to hold, as a matter of law, that the Bannons unreasonably failed to mitigate damages. That question was properly submitted to the jury.” Bannon v. Knauss, 282 S.C. 589, 320 S.E.2d 470 (Ct. App. 1984).

In addition, the lease itself, at Paragraph 20, provides: “If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment.”

New tenants were allegedly not found until February, 2020.

Why did the Plaintiff do nothing between July 30 and October 18, when the refrigerator was replaced?

Why were Luigi and the professional cleaner not called until a month later, in November?

The unnamed document lists “Total Clean Up and Abandonment Costs.” When did the abandonment occur? Haley Surface’s affidavit establishes that the Plaintiff relieved her of any responsibility for finding a new tenant on August 27, 2019.

The Plaintiff’s emails show that it was prepared to list the unit back on January 9. Why then did it take so long to get a new tenant in? The Plaintiff’s own statements claim that in the student housing market, demand exceeds supply.

These genuine issues of material fact make summary judgment inappropriate.

IV. APPLICATION OF THE LAW TO THE FACTS PRECLUDES SUMMARY JUDGMENT.

“There exists in every contract an implied covenant of good faith and fair dealing.”

Tharpe v. GE Moore Co., 254 S.C. 196, 174 S.E.2d 397 (1970), citing Commercial Credit Corp. v. Nelson Motors, Inc., 247 S.C. 360, 147 S.E.2d 481 (1966). While every contractual dispute involves the implied duty of good faith and fair dealing, residential landlord tenant disputes involve a statutorily mandated duty. “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.” S.C. Code § 27-40-220.

“Factual inquiries, such as whether the defendants acted in good faith . . . are generally left in the hands of the jury to determine . . .” Swinton Creek Nursery v. Edisto Farm Credit, 334 S.C. 469, 514 S.E.2d 126, 134 (1999).

Haley Surface’s affidavit, and the Plaintiff’s own statements, establish that the Plaintiff exerted undue influence on these 20-somethings to sign up for another full year 6 months before the expiration of their lease. It will be for the jury to decide if this pressure campaign constitutes good faith; if it did not, then the lease actually ended exactly when the Defendants vacated.

Given that every interaction between the Plaintiff landlord and the Defendant tenants is required by statute to be governed by good faith, summary judgment is inappropriate.

V. CONCLUSION.

The Surface Defendants are entitled to every inference from the facts in this record. A clear inference is that the Plaintiff is casting the expense of renovations onto the backs of two

young college students and their mothers. Unit 5 was the last unit in the Mustard Mansion to be renovated; it was a wreck when the Defendants moved in and no worse when they moved out.

The Plaintiff's poorly written lease and unsworn, higgledy-piggledly damages documents create rather than resolve issues of fact.

Finally, application of South Carolina to these contested facts makes summary judgment inappropriate on this record.

/s Sean K. Trundy
Sean K. Trundy
Sean Kevin Trundy, LLC
Post Office Box 1275
Charleston, SC 29402
843.323.9098
strundy@agifttomyheirs.com
**ATTORNEY FOR DEFENDANTS JILL
SURFACE & HALEY SURFACE**

April 18, 2022

Charleston, South Carolina

132 Smith St, Unit 5 Total Costs**Incidental Costs**

1	removal and disposal of furniture left behind	\$	200.00	
2	Clean entire apartment and dispose of content left behind by tenants	\$	250.00	
3	one piece linoleum floor damaged in kitchen, remove and replace floor	\$	550.00	
4	heater in living room needs front grill/screan repai	\$	80.00	
5	bedroom 1- patch and sand 11 nail holes	\$	50.00	
6	bedroom 2- patch and sand 80 nail holes	\$	175.00	
	bedroom 3- patch and sand 28 nail hole, 5 nail holes in door and remove two latch locks			
7	installed by tenants	\$	125.00	
8	bedroom 4 - patch and sand 41 nail holes, 2 holes on the door	\$	150.00	
9	living room- patch and sand 41 nail holes, 2 holes on the door	\$	125.00	
10	bathroom , toilet seat broken	\$	70.00	
11	paint all walls with repairs	\$	1,600.00	
	total lugi/maitenance			\$ 3,375.00
12	Shannon Wakeland Professional cleaners clean mold in cabinets, clean ac, wipe every surface	\$	800.00	\$ 800.00
13	wholesale appliance center refrigerator	\$	595.86	\$ 595.86
14	lease fee for renewals is 10% one months rent which is \$327.50	\$	327.50	\$ 327.50
15	credit checks/ application fees	\$	300.00	\$ 300.00
16	utility costs october	\$	413.00	\$ 413.00
17	late fees from property manager sept, oct, nov \$95/month	\$	285.00	\$ 285.00
18	Filing, Service of Process, and Related Legal Expenses	\$	363.68	\$ 363.68
	Total Clean Up and Abandonmnet Costs			\$ 6,460.04

Rent Owed

	Rental Rate	Months	Totals
August 2019 thru February 2020	\$ 3,275.00	7	\$ 22,925.00
March 2020 (New Tenants paid \$252.50 for partial month)	\$ 3,022.50	1	\$ 3,022.50
April 2020 thru July 2020 (New Tenants paid \$1,575/month)	\$ 1,700.00	4	\$ 6,800.00
Total Rent Owed			\$ 32,747.50

Grand Total

Total Clean Up and Abandonmnet Costs	\$ 6,460.04
Total Rent Owed	\$ 32,747.50
Grand Total	\$ 39,207.54

Items 1 – 11
Luigi Statement
&
Photographs

Luigi Cirifalco

3125 Grass Marsh Drive
Mount Pleasant, SC 29466
Phone 203-858-4380
Lfalco25@gmail.com

INVOICE # 1091
DATE November 18, 2019

TO

Jennifer Veyera
Southern Management Group, Inc.
Charleston, SC 29413
Phone 843-577-8595 x 17 | jennifer@semgsc.com

FOR 132 Smith Street

Description: Estimate for Unit 5, 132 Smith Street	Amount
1) Removal & disposal of furniture left behind by tenants	200.00
2) Clean entire apartment and dispose off content left behind by tenants	250.00
3) One-piece linoleum floor damaged in Kitchen, remove and replace floor	550.00
4) Heater in living room needs the front grill/screen repair	80.00
5) Bedroom 1- patch & sand 11 nail holes	50.00
6) Bedroom 2 - patch & sand 80 nail holes	175.00
7) Bedroom 3 – patch & sand 28 nail hole, 5 nail holes in door and remove two latch locks installed by tenants	125.00
8) Bedroom 4 – patch & sand 41 nail holes, 2 holes on the door	150.00
9) Living room – patch & sand 32 nail holes	125.00
10) Bathroom, toilet seat broken	70.00
11) Paint all walls with repairs	1600.00
Materials	350.00
Total:	\$3375.00

If you have any questions concerning this Quote, contact Luigi | 203-858-4380 | lfalco25@gmail.com











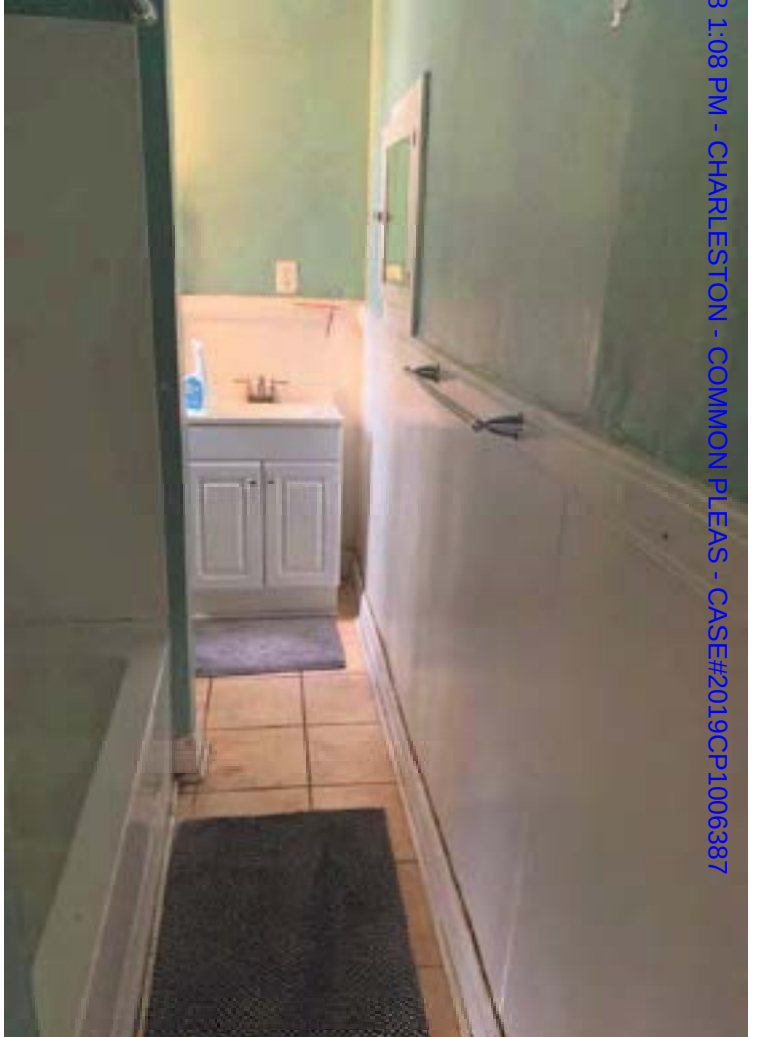






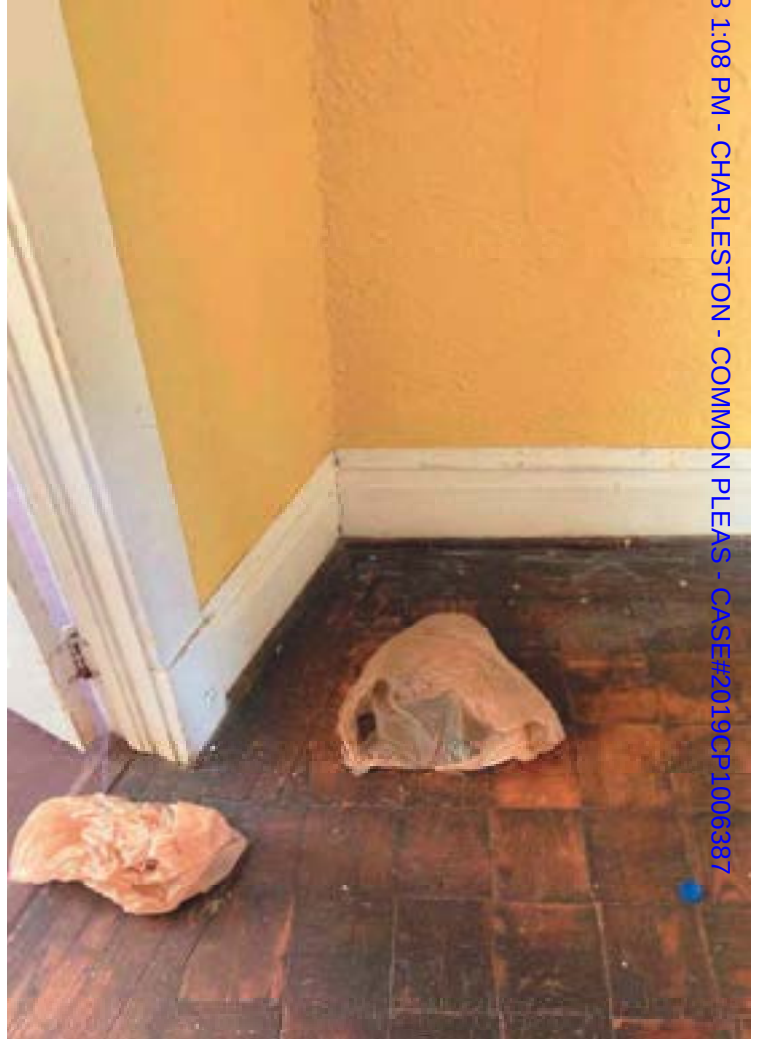






























Item 12
Email from Cleaner

Randall Liberman

From: Jennifer <jennifer@semgsc.com>
Sent: Wednesday, November 20, 2019 12:30 PM
To: Randall Liberman
Subject: FW: 132 Smith Unit 5

This is what the cleaners sent me

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
www.semgsc.com
Please visit our website to see any available residential properties

From: Shannon Wakeland <sdwakeland@gmail.com>
Sent: Wednesday, November 20, 2019 12:28 PM
To: Jennifer <jennifer@semgsc.com>
Subject: 132 Smith Unit 5

I went by there yesterday and took lots of pictures - wow! Mold is growing in the cabinets, in the AC units, on the dishwasher and etc. Would definitely have to purchase a couple of good safety masks because of the mold. We would have to do a ceiling, wall wipe down and clean inside of every area.

\$800 would be my fee.

Shannon Wakeland
2453 Birkenhead Dr.
Charleston, SC 29414
843-697-5667

Item 13
Appliance Receipt

Wholesale Appliance Center
1518 Ashley River Road
Charleston, SC 29407
843-556-0917

WHOLESALE APPLIANCE LLC
 1518 ASHLEY RIVER ROAD
 WEST ASHLEY STORE
 CHARLESTON, SC 29407
 Phone (843) 556-0917

Invoice	WJ5332-0
Date	10-17-19
Store	WA01
Type	Delivery
Recap	101719 14:46
A/R Account	CSOUTHMGMT

Bill to
SOUTHEASTERN MGMT GROUP POST OFFICE BOX 21878 CHARLESTON, SC 29413

Ship to
SOUTHEASTERN MGMT GROUP POST OFFICE BOX 21878 CHARLESTON, SC 29413

Warehouse	P/O Number	Delivery Date	Terms	Sold At		Bill to Phones	Ship to Phones
WA01		10-18-19	N30	WA01	Home	(843) 577-8595	(843) 577-8595
Salesperson		Salesperson			Work	(843) 577-8595	(843) 577-8595
102 THERESA CHILDS					Cell		
DEL/INSTL WHITE NO ICE 12-4 12-4 FOR: 132 SMITH ST./#5							
CALL AHD. JENNIFER (843-577-8595)				HAUL OFF OLD REVERSE IF NECESSARY			

Item Number	Description	Brand	U/M	Order	Ship	List Price	Disc%	Extended
FFTR1821TW	18 CU FT REFRIGERATORFR	FRI2M	EA	1	0	499.00		499.00
	Loc#: WA1							
SC SOLID WASTE	SOLID WASTE FEE FFTR18	HOUSE	EA	1	0	2.00		2.00
CSOUTHMGMT A/R Charge					595.86	Sales Amount		501.00
15% RESTOCK FEE ON ALL APPLIANCES EXCEPT BOSCH, THERMADOR, GAGGENEAU 25%						9.000% Sales Tax		44.91
						Freight		49.95
						Total		595.86

Item 14
Lease Fee Commissions
via Tenant Ledger in Red

Tenant Ledger

Exported On: 04/21/2021 03:04 PM

Tenants: Hannah Glickman, Hayley Surface

Move in date: 08/01/2018

Lease Expiration: 07/31/2020

Rent: 3,275.00

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
08/01/2019		Rental Income - August rent	3,275.00		3,275.00
09/01/2019		Rental Income - September 2019 - Rent	3,275.00		6,550.00
09/06/2019		Late Fees - Late Fee for Sep 2019	95.00		6,645.00
10/01/2019		Late Fees - Oct late fee	95.00		6,740.00
10/01/2019		Rental Income - Oct rent	3,275.00		10,015.00
11/01/2019		Late Fees - Nov late fees	95.00		10,110.00
11/01/2019		Rental Income - Nov rent	3,275.00		13,385.00
11/25/2019		Gen. Building Maintenance - Clean up and repairs to apartment	3,375.00		16,760.00
11/25/2019		Janitorial - Deep clean of apartment	800.00		17,560.00
11/25/2019		Gen. Building Maintenance - Refrigerator	595.86		18,155.86
11/25/2019		Leasing Commissions - lease fee for renewals	327.50		18,483.36
11/25/2019		Administrative Expense - Credit checks/application fees	300.00		18,783.36
11/25/2019		Electricity - Utility costs Oct	17.51		18,800.87
11/25/2019		Legal & Accounting Fees - Judgement fees	150.00		18,950.87
11/26/2019		Security Deposits Held - Hannah Glickman, Hayley Surface, smith - Y5: Transfer of Security Deposits Held at Move Out	-3,175.00		15,775.87
Total					15,775.87

Item 15
Credit Check/Application Fees
via Tenant Ledger in Green

Tenant Ledger

Exported On: 04/21/2021 03:04 PM

Tenants: Hannah Glickman, Hayley Surface

Move in date: 08/01/2018

Lease Expiration: 07/31/2020

Rent: 3,275.00

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
08/01/2019		Rental Income - August rent	3,275.00		3,275.00
09/01/2019		Rental Income - September 2019 - Rent	3,275.00		6,550.00
09/06/2019		Late Fees - Late Fee for Sep 2019	95.00		6,645.00
10/01/2019		Late Fees - Oct late fee	95.00		6,740.00
10/01/2019		Rental Income - Oct rent	3,275.00		10,015.00
11/01/2019		Late Fees - Nov late fees	95.00		10,110.00
11/01/2019		Rental Income - Nov rent	3,275.00		13,385.00
11/25/2019		Gen. Building Maintenance - Clean up and repairs to apartment	3,375.00		16,760.00
11/25/2019		Janitorial - Deep clean of apartment	800.00		17,560.00
11/25/2019		Gen. Building Maintenance - Refrigerator	595.86		18,155.86
11/25/2019		Leasing Commissions - lease fee for renewals	327.50		18,483.36
11/25/2019		Administrative Expense - Credit checks/application fees	300.00		18,783.36
11/25/2019		Electricity - Utility costs Oct	17.51		18,800.87
11/25/2019		Legal & Accounting Fees - Judgement fees	150.00		18,950.87
11/26/2019		Security Deposits Held - Hannah Glickman, Hayley Surface, smith - Y5: Transfer of Security Deposits Held at Move Out	-3,175.00		15,775.87
Total					15,775.87

Item 16
Utility Costs Invoices



SERVICE FOR
FAIRFIELD 132 SMITH ST. LLC
132 SMITH ST APT 5
CHARLESTON SC 29403-4014

8MATH
6480
N. 11/24/19

ACCOUNT NUMBER
3-2101-2160-1091 (151)
DATE DUE
Nov 18 2019

Page 1 of 2
AMOUNT DUE
\$99.38

CUSTOMER SERVICE 1-800-251-7234
7am - 9pm, Monday - Friday

EMERGENCY SERVICE 1-688-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

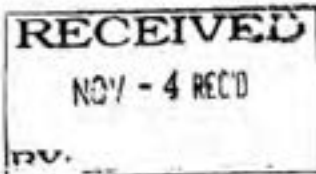
OCTOBER STATEMENT GENERATED ON:
Oct 29 2019

Electric Usage History - kWh



	Oct 18	Oct 19
kWh used	N/A	742
Avg regional temp	75	73
Days in billing period	N/A	29
Cost	N/A	\$99.38

For a complete set of tools to analyze your usage,
log on to DominionEnergySC.com.



PLEASE KEEP THIS PORTION FOR YOUR RECORDS

Dominion Energy South Carolina

DominionEnergySC.com

ACCOUNT SUMMARY

Previous Bill Amount
Payment Received 10/25/19 THANK YOU
Current Charges

\$17.51
-17.51
99.38

Amount Due on 11/18/19 \$99.38

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.
Any remaining balance after 5pm on 11/27/19 is subject to late payment charges.

SUMMARY OF CURRENT CHARGES

Electric Charges \$99.38
Total Current Charges \$99.38

CURRENT CHARGES

Electric Charges

RATE PLAN
006 - Residential Service

METER READING
Electric Meter read on 10/25/19 at 10:21 am
(Next scheduled read date 11/25/19)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	CONSTANT	KWH
002012743	9/26/19 - 10/25/19	29	49452	48710	X 1 =	742
Basic Facilities Charge						9.00
742 kWh X \$ 0.118130						87.85
Renewable Energy Resources						1.00
Tax Rider						3.00
Franchise Fee 5.00% Paid To The City Of Charleston						4.73
Total Electric Charges						\$99.38

FAIRFIELD 132 SMITH STREET LLC
PO BOX 21878
CHARLESTON SC 29413-1878



Account

Account Number
011481-27-2

Meter Number
0037302681

Bill Info

Statement Date
OCTOBER 31, 2019

Meter Reading
3216 TO 3264

Units used

.48 CCF
0.48CCF= 359 Gallons

Billing Period

SEP 26 - OCT 22 26 Days

Date Meter Read

8:19AM, OCT.22,2019

Rate Codes

OTHER
6" TAP-CPW/SEWER
3/4" TAP-IN/WATER

Historical Data

— OCTOBER 2018 —
DATA NOT AVAILABLE

PRIOR BALANCE \$.00
PAST DUE BALANCE \$.00

CURRENT MONTH SERVICES:
WATER AT 0.48 CCF 12.85
CPM SWR AT 0.46 CCF 30.70
ORIGINATION FEE 30.00
CPM SEWER ORIG FEE 30.00

CITY OF CHAS STORMWATER UTILITY
FEE-RESID 0.75 ERU \$7.50
FOR STORMWATER INQUIRIES CALL 724-7246

CURRENT CHARGES DUE 11/22/19 \$111.05

TOTAL AMOUNT DUE \$111.05



Charleston

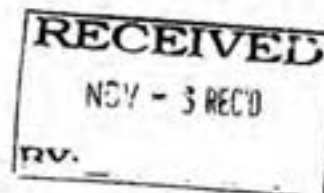
(843) 727-8000
charlestonwater.com/customers

Service Address

APT 5
132 SMITH ST
CHARLESTON SC
29403-6014

**Our 2019 Popular Annual
Financial**

Report is available at our 105
St. Philip Street office or at
charlestonwater.com/152
/Financial-Information



Save a stamp or trip

Sign up for e-Bill or AutoDraft
charlestonwater.com/customers

ELECTRONICALLY FILED - 2022 Apr 18 1:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387



SERVICE FOR
FAIRFIELD 132 SMITH ST. LLC
132 SMITH ST APT 5
CHARLESTON SC 29403-8014

ACCOUNT NUMBER

13-2101-2160-1091 (51)

DATE DUE

Oct 18 2019

Page 1 of 2

AMOUNT DUE

\$17.51

CUSTOMER SERVICE 1-800-251-7234
7am - 8pm, Monday - Friday

EMERGENCY SERVICE 1-888-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

SEPTEMBER STATEMENT GENERATED
ON:
Sep 30 2019

Dominion Energy South Carolina

DominionEnergySC.com

ACCOUNT SUMMARY

Beginning Account Balance

\$0.00

Current Charges

\$17.51

Amount Due on 10/18/19 \$17.51

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.
Any remaining balance after 5pm on 10/29/19 is subject to late payment charges.

SUMMARY OF CURRENT CHARGES

Electric Charges

\$17.51

Total Current Charges

\$17.51

CURRENT CHARGES

Electric Charges

RATE PLAN

008 - Residential Service

METER READING

Electric Meter read on 09/26/19 at 10:41 am
(Next scheduled read date 10/25/19)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	CONSTANT	KWH
002012743	8/28/19 - 9/26/19	29	48710	48649	X 1 =	61

Basic Facilities Charge

\$9.00

61 kWh X \$ 0.118130

\$7.21

Renewable Energy Resources

\$1.00

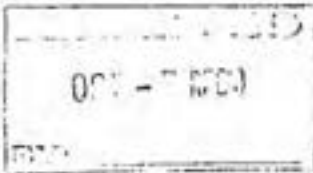
Tax Rider

\$0.53

Franchise Fee 5.00% Paid To The City Of Charleston

\$0.83

Total Electric Charges \$17.51



PLEASE KEEP THIS PORTION FOR YOUR RECORDS

ELECTRONICALLY FILED 2019 APR 18 1:08 PM CHARLESTON - COMMON PLEAS - CASE 2019CP1006387

FAIRFIELD 132 SMITH STREET LLC
PO BOX 21878
CHARLESTON SC 29413-1878



smith
u460
12/3/19
12/3/19

Account

Account Number

011481-27-2

Meter Number

0037302681

Bill Info

Statement Date

NOVEMBER 27, 2019

Meter Reading

3264 TO 3264

Units used

.00

CCF

NO CONSUMPTION REGI Gallons

Billing Period

OCT 22 - NOV 20

29 Days

PRIOR BALANCE	\$111.05	
PAYMENT ON 11/12/19	111.05	CR
BALANCE	\$.00	
PAST DUE BALANCE		\$.00

CURRENT MONTH SERVICES:

WATER AT 0.00 CCF	12.85
CPW SWR AT 0.00 CCF	30.70

CITY OF CHAS STORMWATER UTILITY

FEE-RESID	0.75 ERU	\$7.50
FOR STORMWATER INQUIRIES CALL 724-7246		

CURRENT CHARGES DUE 12/23/19	\$51.05
------------------------------	---------

* TOTAL AMOUNT DUE

\$51.05

ROA_134



SERVICE FOR
FAIRFIELD 132 SMITH ST. LLC
132 SMITH ST APT 5
CHARLESTON SC 29403-6014

SMITH
6450
12/15/19

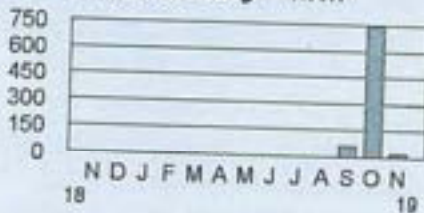
ACCOUNT
3-101-2
DATE DUE
Dec 18 20

CUSTOMER SERVICE 1-800-251-7234
7am - 9pm, Monday - Friday

EMERGENCY SERVICE 1-888-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

NOVEMBER STATEMENT GENERATED ON:
Nov 27 2019

Electric Usage History - kWh



	Nov 18	Nov 19
kWh used	N/A	24
Days in billing period	N/A	31
Cost	N/A	\$13.06

For a complete set of tools to analyze your usage,
log on to DominionEnergySC.com.

Dominion Energy South Carolina

ACCOUNT SUMMARY

Previous Bill Amount
Payment Received 11/22/19 THANK YOU
Current Charges

A late payment charge of 1.5% may be added to any balance remaining.
Any remaining balance after 5pm on 12/31/19 is subject to late payment charges.

SUMMARY OF CURRENT CHARGES

Electric Charges
Total Current Charges

CURRENT CHARGES

Electric Charges

RATE PLAN
008 - Residential Service

METER READING
Electric Meter read on
(Next scheduled read)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS
002012743	10/25/19 - 11/25/19	31	49476 -	49452

Basic Facilities Charge
24 kWh X \$ 0.118130
Renewable Energy Resources
Tax Rider

ROA-135



SERVICE FOR
FAIRFIELD 132 SMITH ST. LLC
132 SMITH ST APT 5
CHARLESTON SC 29403-8014

ACCOUNT NUMBER
3-2101-2160-1091
DATE DUE
Jan 21 2020
AMOUNT DUE
\$69.80

Page 1 of 2

CUSTOMER SERVICE 1-800-251-7234
7am - 9pm, Monday - Friday

EMERGENCY SERVICE 1-888-333-4465
24 HOURS A DAY
Gas leaks, downed lines or power outages

DECEMBER STATEMENT GENERATED ON:
Dec 31 2019

Electric Usage History - kWh



	Dec 18	Dec 19
kWh used	N/A	496
Days in billing period	N/A	32
Cost	N/A	\$69.80

For a complete set of tools to analyze your usage,
log on to DominionEnergySC.com.



Dominion Energy South Carolina

DominionEnergySC.com

ACCOUNT SUMMARY

Previous Bill Amount
Payment Received 12/16/19 THANK YOU
Current Charges

\$13.06
-13.06
69.80

Amount Due on 1/21/20 \$69.80

A late payment charge of 1.5% may be added to any balance remaining 25 days after billing.
Any remaining balance after 5pm on 1/30/20 is subject to late payment charges.

SUMMARY OF CURRENT CHARGES

Electric Charges
Total Current Charges

\$69.80
\$69.80

CURRENT CHARGES

Electric Charges

RATE PLAN
008 - Residential Service

METER READING
Electric Meter read on 12/27/19 at 12:36 pm
(Next scheduled read date 1/28/20)

METER NO.	BILLING PERIOD	DAYS	CURRENT	PREVIOUS	CONSTANT	KWH
002012743	11/25/19 - 12/27/19	32	49972	49476	X 1	496
Basic Facilities Charge						
496 kWh X \$ 0.118130						
Renewable Energy Resources						
Tax Rider						
Franchise Fee 5.00% Paid To The City Of Charleston						
Total Electric Charges						\$69.80



(843) 727-6800
charlestonwater.com/customers

Service Address

APT 5
132 SMITH ST
CHARLESTON SC
29403-6014

Account

Account Number
011481-27-2 V551
Meter Number
0037302681

Bill Info

Statement Date
DECEMBER 31, 2019
Meter Reading
3264 TO 3289

Units used 25 CCF Gallons
0.25CCF= 187
Billing Period NOV 20 - DEC 19 29 Days
Date Meter Read 10:29AM, DEC. 19, 2019
Rate Codes 3/4" TAP-IN/WATER
6" TAP-CPW/SEWER
OTHER

Historical Data
— DECEMBER 2018 —
DATA NOT AVAILABLE

PRIOR BALANCE	\$51.05
PAYMENT ON 12/16/19	51.05 CR
BALANCE	\$0.00
PAST DUE BALANCE	\$0.00
CURRENT MONTH SERVICES:	
WATER AT 0.25 CCF	12.85
CPW SNR AT 0.24 CCF	30.70
CITY OF CHAS STORMWATER UTILITY	
FEE-RESID 0.75 ERU	\$7.50
FOR STORMWATER INQUIRIES CALL 724-7246	
CURRENT CHARGES DUE 01/23/20 \$51.05	
TOTAL AMOUNT DUE \$51.05	

Our 2019 Popular Annual
Financial
Report is available at our 103
St. Philip Street office or at
Charlestonwater.com/152
/Financial-Information



Save a stamp or trip!

Sign up for AutoDraft or e-Bill

Item 17
Late Fees
via Tenant Ledger in Yellow

Tenant Ledger

Exported On: 04/21/2021 03:04 PM

Tenants: Hannah Glickman, Hayley Surface

Move in date: 08/01/2018

Lease Expiration: 07/31/2020

Rent: 3,275.00

Date	Payer	Description	Charges	Payments	Balance
Starting Balance					0.00
08/01/2019		Rental Income - August rent	3,275.00		3,275.00
09/01/2019		Rental Income - September 2019 - Rent	3,275.00		6,550.00
09/06/2019		Late Fees - Late Fee for Sep 2019	95.00		6,645.00
10/01/2019		Late Fees - Oct late fee	95.00		6,740.00
10/01/2019		Rental Income - Oct rent	3,275.00		10,015.00
11/01/2019		Late Fees - Nov late fees	95.00		10,110.00
11/01/2019		Rental Income - Nov rent	3,275.00		13,385.00
11/25/2019		Gen. Building Maintenance - Clean up and repairs to apartment	3,375.00		16,760.00
11/25/2019		Janitorial - Deep clean of apartment	800.00		17,560.00
11/25/2019		Gen. Building Maintenance - Refrigerator	595.86		18,155.86
11/25/2019		Leasing Commissions - lease fee for renewals	327.50		18,483.36
11/25/2019		Administrative Expense - Credit checks/application fees	300.00		18,783.36
11/25/2019		Electricity - Utility costs Oct	17.51		18,800.87
11/25/2019		Legal & Accounting Fees - Judgement fees	150.00		18,950.87
11/26/2019		Security Deposits Held - Hannah Glickman, Hayley Surface, smith - Y5: Transfer of Security Deposits Held at Move Out	-3,175.00		15,775.87
Total					15,775.87

Item 18
Legal Fees

PROCESS SERVICE, INC.
P.O. Box 20097
Charleston, SC 29413
Phone: (843) 577-2355
Fax: (843) 577-5024
Fed Id: 57-1036154

INVOICE

Invoice #LEX-2019003187
12/16/2019

MATTHEW Z KELLY
HALLER LAW FIRM
604 SAVANNAH HIGHWAY
CHARLESTON, SC 29407

Case Number: Charleston 2019-CP-10-06387

Plaintiff:
FAIRFIELD 132 SMITH STREET LLC

Defendant:
HALEY SURFACE, HANNAH GLICKMAN, JILL SURFACE, AND DIANE GLICKMAN

Served: 12/15/2019 12:10 pm
To be served on: DIANE GLICKMAN

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee	1.00	30.00	30.00
Mileage Fee	26.00	0.48	12.48
TOTAL CHARGED:			\$42.48
BALANCE DUE:			\$42.48

Due upon receipt-Past Due after 30 days.
5% late charge per month on overdue accounts.
Please take note of our new mailing and email addresses. They are P.O. Box 20097, Charleston, SC 29413 and
processserviceinc@gmail.com

PROCESS SERVICE, INC.
P.O. Box 20097
Charleston, SC 29413
Phone: (843) 577-2355
Fax: (843) 577-5024
Fed Id: 57-1036154

INVOICE

Invoice #LEX-2019003186
12/16/2019

MATTHEW Z KELLY
HALLER LAW FIRM
604 SAVANNAH HIGHWAY
CHARLESTON, SC 29407

Case Number: Charleston 2019-CP-10-06387

Plaintiff:
FAIRFIELD 132 SMITH STREET LLC

Defendant:
HALEY SURFACE, HANNAH GLICKMAN, JILL SURFACE, AND DIANE GLICKMAN

Served: 12/16/2019 9:34 am
To be served on: HANNAH GLICKMAN

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee	1.00	70.00	70.00
TOTAL CHARGED:			\$70.00
BALANCE DUE:			\$70.00

Due upon receipt-Past Due after 30 days.
5% late charge per month on overdue accounts.
Please take note of our new mailing and email addresses. They are P.O. Box 20097, Charleston, SC 29413 and
processserviceinc@gmail.com

Paper Hangers, Inc.

P.O. Box 2516
Lexington, SC 29071
(803) 359-9066
Tax I.D. No. 58-2376913

Invoice

DATE	INVOICE #
12/27/2019	190081

BILL TO

Halier Law Firm, PC
604 Savannah Highway
Charleston, SC 29407



**Paper
Hangers**
Inc.

YOUR FILE NO.		CASE NAME	
2019CP1006387		Fairfield 132 Smith v Haley Surface et al	
QUANTITY	DESCRIPTION	RATE	AMOUNT
2	BASIC SERVICE	45.00	90.00
20	MILEAGE	0.56	11.20
TOTAL DUE UPON RECEIPT		Total	\$101.20



Charleston County
Circuit Court Case Details
Public Index

[Charleston County Home Page](#) [Clerk of Court Home Page](#) [Magistrates Court](#) [SC Judicial Home Page](#) [Search Tips](#)

Switch View

Fairfield 132 Smith Street Llc VS Haley Surface , defendant, et al

Case Number:	2019CP1006387	Court Agency:	Common Pleas	Filed Date:	12/10/2019
Case Type:	Common Pleas	Case Sub Type:	Breach of Cont 140	File Type:	Non-Jury
Status:	Pending/ADR Sanctions	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties **Judgments** **Tax Map Information** **Associated Cases** **Actions** **Financials**

Summary					
Fine/Costs:	\$200.00	Total Paid for fine/costs:	\$200.00	Balance Due:	\$0.00

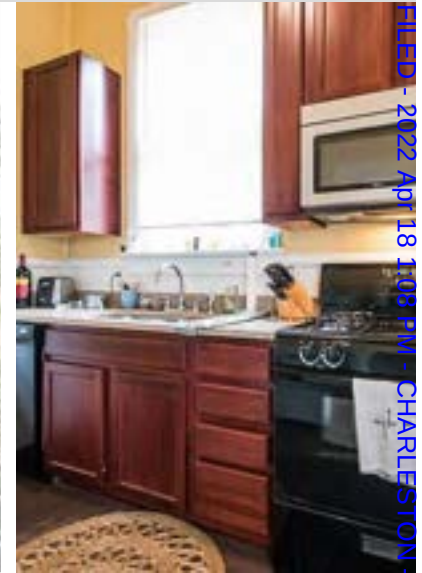
Costs				
Description	Cost Code	Amount	Charge Action	Disbursed Amount
Civil Filing Fee County 44%/100%	CVFFCN	\$44.00		\$44.00
Civil Filing Fee State 56%	CVFFST	\$56.00		\$56.00
SCJD Filing Fee Proviso \$50 / \$25	SCJDPV	\$50.00		\$50.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00

Payments				
Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
01/27/2020	614068	COCDTS	PY	\$25.00
01/16/2020	613511	COCDTS	PY	\$25.00
12/10/2019	611759	COCSHB	PY	\$150.00

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ELECTRONICALLY FILED - 2022 APR 18 1:08 PM - CHARLESTON COMMON PLEAS - CASE#2019CP1006387

[← Search](#)

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[Overview](#)
[Property Details](#)
[Sale & Tax History](#)
[Public Facts](#)
[Schools](#)


132 Smith St, Charleston, SC 29403

—
Redfin Estimate

—
Beds

—
Baths

20,599
Sq Ft



Off Market

This home last sold for \$4,785,000 on Dec 11, 2015.

About This Home

** Due to the demand of this property we will be having a Call to Offers. The deadline for offers will be on 8/20/15. Please call listing broker for details. ** This is 14 units within 4 buildings in the heart of downtown. The property has been used as college rentals with the average increase in rents

[Continue reading](#) ▼

Listed by • Twin Rivers Capital LLC

Redfin last checked: [3 minutes ago](#) | Last updated May 12, 2020

• Source: Charleston Trident MLS #15019405

Bought with Non Member • NON MEMBER

Redfin Estimate for 132 Smith St

Unfortunately, we don't have enough data to generate an accurate Estimate at this time.
<https://www.redfin.com/SC/Charleston/132-Smith-St-29403/home/89025833>

ROA_145

Homeowner Tools

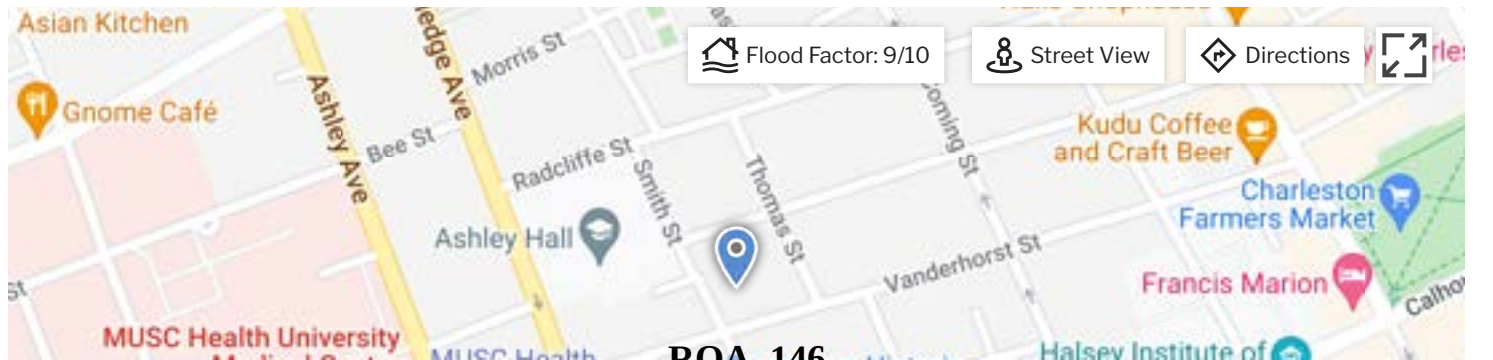
-  **Edit home facts**
Review property details and add renovations.
-  **Manage photos**
Update home photos or make them private.
-  **View Owner Dashboard**
Track your estimate and nearby sale activity.

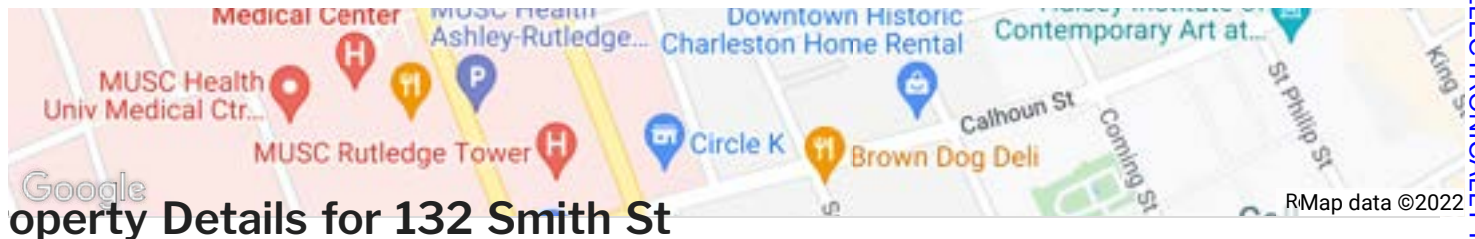
Home Facts

Status	Closed
Property Type	Multi-Family (2-4 Unit)
Year Built	1800
Community	Radcliffeborough
Lot Size	0.55 Acres
MLS#	15019405

Price Insights

Price/Sq.Ft.	\$232
--------------	-------





Virtual Tour, Multi-Unit Information, School / Neighborhood, Taxes / Assessments

Virtual Tour

- UnBranded Virtual Tour: [Virtual Tour \(External Link\)](#)

Multi-Unit Information

- # Units: 14
- Tenant Pays: All Utilities
- Gross Income: \$448,800
- Net Income: \$356,162

School Information

- Elementary School: Memminger
- Middle School: Simmons Pinckney
- High School: Burke

Tax Information

- Tax Map #: 4601601097
- Tax District: 71 - Charleston Peninsula

Utilities

Utility Information

- Water/Sewer: Public Sewer
- Utility Suppliers: SCE & G
- Heat: Electric, Forced Air, Other (Use Remarks), Heat Pump
- Cooling: Central, Window Unit

Property / Lot Details

Property Information

- New Owned/Pre-owned: Pre-Owned
- Year Built: 1800

ROA_147

Nov 2001, Sold for \$1,200,000

Nov 1, 2001	Sold (Public Records)	\$1,200,000
Date	Public Records	Price

Public Facts for 132 Smith St

 Edit Facts

Beds	
Baths	
Sq. Ft.	689
Stories	4
Lot Size	0.56 Acres
Style	Multi-Family (5+ Unit)
Year Built	1978
Year Renovated	1978
County	Charleston County
APN	4601601097

Home facts updated by county records on Jan 28, 2022.

Nearby Similar Homes





\$1,595,000

11 Beds 6.5 Baths 6,021 Sq. Ft.

322 Sumter St, Charleston, SC 29403

Parking



\$3,800,000

5 Beds 5.5 Baths 3,344 Sq. Ft.

5 27th Ave, Isle of Palms, SC 29451

Garage

Deck

Quartz Countertops

Cost of home ownership

\$8,826 per month

30 year fixed, 6.64% interest ⓘ
[Customize calculations](#)

● Mortgage payment	\$6,926
● Property taxes	\$1,290
● HOA dues	Add
● Homeowners' insurance	\$610
● Utilities & Maintenance	Add

Activity for 132 Smith St

 4 Views	 0 Favorites	 0 X-Outs	 0 Redfin Tours
---	---	---	--

Schools

This home is within the [Charleston 01](#).

Charleston's enrollment policy is not based solely on geography. Please check the school district website to see all schools serving this home.

GreatSchools Summary Rating

2/10	Memminger Elementary Public, PreK-5 • Serves this home	352 Students	0.6mi Distance	 2 reviews
5/10	Carolina Voyager Charter Charter, K-6 • Choice school	289 Students	4.5mi Distance	 3 reviews
5/10	Charleston Charter School Fo... Charter, 6-12 • Choice school	562 Students	1.3mi Distance	 14 reviews

-/10	Ashley Hall School Private, PreK-12 • Nearby school	665 Students	0.2mi Distance	★★★★★ 7 reviews
-/10	Mason Preparatory School Private, K-8 • Nearby school	328 Students	0.5mi Distance	★★★★★ 30 reviews
9/10	Buist Academy Public, K-8 • Nearby school	480 Students	0.6mi Distance	★★★★★ 8 reviews
2/10	Burke High Public, 9-12 • Serves this home	375 Students	0.8mi Distance	★★★★ 2 reviews

School data is provided by [GreatSchools](#), a nonprofit organization. Redfin recommends buyers use GreatSchools information and ratings as a first step, and conduct their own investigation to determine their desired schools or school districts, including by contacting and visiting the schools themselves. [Learn more about GreatSchools' rating system.](#)

Redfin does not endorse or guarantee this information. School service boundaries are intended to be used as a reference only; they may change and are not guaranteed to be accurate. To verify school enrollment eligibility, contact the school district directly.

Schools don't impact everyone equally. [Learn more about the achievement gap.](#)

ound This Home

Transportation in 29403



89 /100

Very Walkable

Walk Score®



50 /100

Good Transit

Transit Score®



75 /100

Very Bikeable

Bike Score®



Places Nearby
0 groceries, 29 restaurants, 6 parks

Climate Risk

About Climate Risk

Most homes have some risk of natural disasters, and may be impacted by climate change due to rising temperatures and sea levels.

Flood Risk Provided by First Street Foundation



Flood Factor

Extreme - This property's risk of flooding is increasing as sea levels rise and weather patterns change.

Environmental Risks Provided by ClimateCheck



Storm Risk

Very High - 19 storms expected in 2050



Drought Risk

High - Water stress expected to be 34% in 2050



Heat Risk

Moderate - 34 hot days expected in 2050



Fire Risk

Relatively Low - 2.9% of land expected to burn in 2050

Climate risk data is provided for informational purposes only by Flood Factor™ and ClimateCheck®.

Redfin does not endorse nor guarantee this information. By providing this information, Redfin and its agents are not providing advice or guidance on flood risk, flood insurance, or other climate risks. Redfin strongly recommends that consumers independently investigate the property's climate risks to their own personal satisfaction.

arket Insights for 132 Smith St

Based on homes from MLS and/or public records

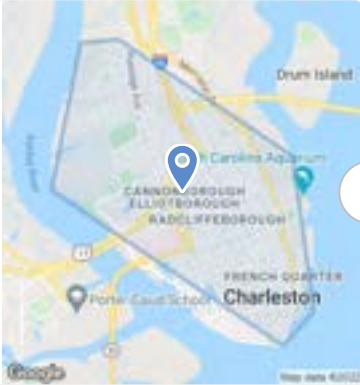
Redfin > South Carolina > Charleston > 29403

Multi-Family Home Sales (Last 30 days)

The Peninsula

Neighborhood

\$1.24M	81	19
Median List Price	Median Days on Mkt.	# Listed Homes
\$467	96.0%	5
Median \$ / Sq. Ft.	Median Sale-to-List	# Sold Homes



Market Competition in The Peninsula

Calculated over the last 3 months

17

Not Very Competitive

Redfin Compete Score™ ⓘ

- 0100
- Multiple offers are rare.
 - The average homes sell for about **2%** below list price and go pending in around **63 days**.
 - Hot homes can sell for around list price and go pending in around **31 days**.

Compare to nearby Neighborhoods

▼

What It Takes to Win an Offer near The Peninsula

~\$750K Offer

9 Weeks Ago

3 Beds, 2 Baths, ~1,750 Sq. Ft. House

Offer Not Accepted — Sold for \$750K

C

Down Payment

Redfin Agent

More Offer Insights ▾

Nearby Similar Homes

Homes similar to this home are listed between \$600K to \$3,800K at an average of \$545 per square foot.

\$1,595,000

11 Beds 6.5 Baths 6,021 Sq. Ft.

322 Sumter St, Charleston, SC 29403

Parking

NEW CONSTRUCTION

\$3,800,000

ROA_156

5 Beds 5.5 Baths 3,344 Sq. Ft.

5 27th Ave, Isle of Palms, SC 29451

- Garage
- Deck
- Quartz Countertops
- Stucco
- Kitchen Island
- Contemporary

ELECTRONICALLY FILED - 2022 Apr 18 1:08 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387

\$2,235,000

10 Beds 8 Baths 4,536 Sq. Ft.

262 Ashley Ave, Charleston, SC 29403

- Hardwood Floor

\$850,000

4 Beds 3 Baths 1,600 Sq. Ft.

40 Nunan St, Charleston, SC 29403

Stucco

\$1,237,500

8 Beds 9 Baths 3,446 Sq. Ft.

41 Morris St, Charleston, SC 29403

- Granite Countertops
- Modern

\$1,237,500

6 Beds 6 Baths 1,968 Sq. Ft.
22 Jasper St, Charleston, SC 29403

- Yard
- Brick Exterior
- Stainless Appliances

View More Homes

Nearby Recently Sold Homes

Nearby homes similar to this home have recently sold between \$150K to \$2,125K at an average of \$370 per square foot.

SOLD OCT 11, 2021

\$150,000 Last Sold Price

2 Beds 2 Baths 1,050 Sq. Ft.

3104 Azalea Dr Unit A & B, North Charleston, SC 29405

SOLD MAR 18, 2022

\$1,050,000 Last Sold Price

6 Beds 2.5 Baths 2,888 Sq. Ft.

158 Gordon St, Charleston, SC 29403

- Parking
- Low Street Noise
- Modern

SOLD OCT 12, 2021

\$2,100,000 Last Sold Price

8 Beds 8 Baths 2,761 Sq. Ft.

205 Coming St, Charleston, SC 29403

View More Recently Sold Homes

Nearby Properties

Data from public records.

125 Smith St, Charleston, SC

2 Beds | 2.5 Baths | 1310 Sq. Ft.

66 Vanderhorst St, Charleston, SC

4 Beds | 3.5 Baths | 2144 Sq. Ft.

68 Vanderhorst St Apartment A, Charleston,...

3 Beds | 2.5 Baths | 1670 Sq. Ft.

7 Thomas St, Charleston, SC

4 Beds | 3 Baths | 2298 Sq. Ft.

125 Smith St Apartment 127, Charleston, SC

2 Beds | 2.5 Baths | 1310 Sq. Ft.

Show More ▼

More Real Estate Resources

New Listings in 29403

202 Ashley Ave Unit F

124 Fishburne St

109 Harris St

37 Hillary Ct

73 Vanderhorst St Unit A

220 3rd Ave Unit 3a

Show More ▼

Neighborhoods

Park Circle homes for sale

Johns Island homes for sale

Daniel Island homes for sale

Downtown Charleston homes for sale

West Ashley homes for sale

Zip Codes

29466 homes for sale

29407 homes for sale

29412 homes for sale

29414 homes for sale

29464 homes for sale

Nearby Cities

James Island homes for sale

Hanahan homes for sale

Summerville homes for sale

North Charleston homes for sale

Moncks Corner homes for sale

Ladson homes for sale

Show More ▾

Popular Searches

Luxury homes in Charleston

New listings in Charleston

Cheap homes in Charleston

Vintage homes in Charleston

Land in Charleston

Single story homes in Charleston

Show More ▾

Frequently Asked Questions for 132 Smith St

What is 132 Smith St? ▾

How competitive is

How many photos are available for this home? ▾

What's the full add

When was this home built and last sold? ▾

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California DRE #01521930

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GreatSchools Ratings provided by [GreatSchools.org](#).

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO. 2019-CP-1006387
	)	
FAIRFIELD 132 SMITH STREET LLC,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF’S MEMORANDUM IN
vs.	)	SUPPORT OF PLAINTIFF’S MOTION
	)	FOR SUMMARY JUDGMENT
Haley Surface, Hannah Glickman,	)	
Jill Surface, and Diane Glickman,	)	
	)	
Defendants.	)	
_____	)	

Plaintiff, by and through its attorney Matthew Z. Kelly, submits this memorandum in support of Plaintiff’s Motion for Summary Judgment.

STATEMENT OF THE FACTS

Plaintiff Fairfield 132 Smith Street, LLC (“Landlord”) is the owner of a multi-family apartment complex located at 132 Smith Street, Charleston, South Carolina. Defendant Haley Surface (“Haley Surface”) and Defendant Hannah Glickman (“Hannah Glickman”) executed a lease agreement (the, “Lease”) on January 23, 2019, for the premises described as 132 Smith Street, Apartment 5, Charleston, South Carolina 29403 (the, “Premises”). The Lease was also signed by Defendant Jill Surface (“Jill Surface”) and Defendant Diane Glickman (“Diane Glickman”), who acted as co-signers for their respective daughters. At the time of execution, Defendants Haley Surface and Hannah Glickman were already in possession of the Premises.

Under the Lease, all the Defendants, both tenants and co-signers, are jointly and severally liable for all terms and conditions, including annual rent in the amount of Thirty-Nine Thousand Three Hundred and NO/100 (\$39,300.00) Dollars, to be paid monthly in the amount of Three Thousand Two Hundred Seventy-Five and NO/100 (\$3,275.00) Dollars.

On August 1, 2019, Tenants failed to tender rent in the amount of Three Thousand Two Hundred Seventy-Five and NO/100 (\$3,275.00) Dollars. Subsequently, it was discovered Tenants had abandoned the Premises and failed to secure new tenants. Despite being provided notice of their breaches, Defendants to date have failed to cure their numerous breaches.

STANDARD OF REVIEW

Summary judgment is appropriate in those cases in which plain, palpable and undisputable facts exist on which reasonable minds cannot differ. It is not sufficient that one create an inference which is not reasonable or an issue of fact that is not genuine. *Main v. Corley*, 281 S.C. 525, 316 S.E.2d 406 (1984). Summary judgment is appropriate only when the pleadings, depositions, interrogatory answers, admissions, and affidavits show that there is no genuine issue of material fact. *United States v. Diebold, Inc.*, 369 U.S. 654, 655, 82 S.Ct. 993, 993, 8 L.Ed.2d 176 (1962).

Under Rule 56(c), SCRPC, the party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. With respect to an issue upon which the nonmoving party has the burden of proof, this initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the nonmoving party's case. Once the moving party carries its initial burden, the "opposing party must, under Rule 56(e), 'do more than simply show that there is some metaphysical doubt as to the material facts' but 'must come forward with specific facts showing that there is a genuine issue for trial.'" *Hedgepath v. AT&T*, 348 S.C. 340, 559 S.E.2d 327 (Ct. App. 2001).

The party opposing summary judgment cannot simply rest on mere allegations or denials contained in the pleadings. In determining whether any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn therefrom must be viewed in the light most favorable to the nonmoving party. If triable issues exist, those issues must be submitted to the jury.

Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts. However, when plain, palpable, and indisputable facts exist on which reasonable minds cannot differ, summary judgment should be granted. See *Hedgepath*.

In deciding a Rule 56 motion, the Court must view the facts and inferences therefrom in the light most favorable to the nonmoving party. Summary judgment is appropriate only when the pleadings, depositions, interrogatory answers, admissions, and affidavits show that there is no genuine issue of material fact. A party opposing a properly supported motion for summary judgment, however, may not rest on the mere allegations or denials of his pleading, but must set forth or point to specific facts showing that there is a genuine issue of material fact. Thus, the existence of a mere scintilla of evidence in support of the nonmoving party's position is not sufficient to overcome a motion for summary judgment. *Bravis v. Dunbar*, 316 S.C. 263, 264, S.E.2d 495, 496 (Ct. App. 1994). Once moving party carries its initial burden, opposing party must, under Rule 56(e), "do more than simply show that there is some metaphysical doubt as to the material facts but must come forward with specific facts showing that there is a genuine issue for trial." *Baughman v. American Telephone & Telegraph Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

ARGUMENT

Defendants Breached the Lease

In South Carolina, to recover for a breach of contract the plaintiff must allege and prove (1) a binding contract entered into by the parties; (2) breach or unjustifiable failure to perform the contract; and (3) damage suffered by the plaintiff as a direct and proximate result of the breach.

Fuller v. Eastern Fire & Casualty Insurance Co., 240 S.C. 75, 124 S.E.2d 602, 610 (1962) (burden on plaintiff to prove contract, its breach and damages caused by such breach). See also *Taylor v. Cummins Atlantic Inc.*, 852 F. Supp. 1279, 1286 (D.S.C. 1994), *affirmed*, 48 F.3d 1217 (4th Cir. 1995), *cert. denied*, 516 U.S. 864, 116 S.Ct. 176, 133 L. Ed. 2d 116 (1995) (plaintiff bears burden of proving existence and terms of contract, defendant's breach of one or more contractual terms, and damages resulting from breach).

On January 23, 2019, Hannah Glickman and Haley Surface executed a lease agreement for the premises described as 132 Smith Street, Apartment 5, Charleston, South Carolina 29403. The Lease was also executed by co-signers, Jill Surface, mother to Haley Surface, and Diane Glickman, mother to Hannah Glickman. (**Exhibit A**). At the time of execution, Hannah Glickman and Haley Surface were already in possession of the Premises.

In South Carolina, the law is well settled regarding the construction and interpretation of contracts. *Lee v. Univ. of S.C.*, 407 S.C. 512, 757 S.E.2d 394, 397 (S.C. 2014). "In construing a contract, it is axiomatic that the main concern of the court is to ascertain and give effect to the intention of the parties." *Progressive Max Ins. Co. v. Floating Caps, Inc.*, 405 S.C. 35, 46, 747 S.E.2d 178, 184 (2013) ((quoting *D.A. Davis Constr. Co. v. Palmetto Props., Inc.*, 281 S.C. 415, 418, 315 S.E.2d 370, 372 (1984))). When a contract's language is plain, unambiguous, and capable of only one reasonable interpretation, no construction is required, and the contract's language determines the instrument's force and effect. *Ellie, Inc. v. Miccichi*, 358 S.C. 78, 93, 594 S.E.2d 485, 493 (Ct.App.2004).

Section 3 of the Lease is clear, the term was to begin on August 1, 2019, with a termination date of July 31, 2020. Section 6 of the Lease is equally as clear:

"RENT: Tenant agrees to pay Landlord a rent of \$3,275.00 per month, payable in advance, on or before the first day of every month during said term for a total rent

*of \$39,300.00. The rent is payable to **Southeastern Management Group, Inc. P.O. Box 6165 Greenville, SC 29606** or as Tenant may be advised from time to time in writing.”*

Despite the clear, unambiguous language of the Lease outlining the responsibility of the Defendants, Defendants Haley Surface and Hannah Glickman failed to pay rent when due and abandoned the Premises. (**Exhibit B**). Defendants Jill Surface and Diane Glickman then breached their duties as co-signers by failing to pay rent when it became apparent Defendants Haley Surface and Hannah Glickman would not perform under the Lease.

In addition, Defendants Haley Surface and Hannah Glickman were given notice of their contractual obligations and given the opportunity to find new tenants and assign the Lease. (**Exhibit C**). Despite being given notice of their contractual obligations and instructions on how to find a new tenant, Defendants Haley Surface and Hannah Glickman again failed to act and instead breached their obligations under the Lease. (**Exhibit D**).

In addition, the “MOVE-IN GUIDELINES” found on page 9 of the Lease made clear Defendants Haley Surface and Hannah Glickman accepted the Premises in “as-is” condition and were provided the opportunity to report any damages or repairs that existed at the time of move-in. Defendants Haley Surface and Hannah Glickman were in possession of the Premises at the time of execution and did not note any existing damages or need for repairs.

The “MOVE-OUT GUIDELINE” were also provided to and executed by Defendants Haley Surface and Hannah Glickman at the time of execution. The Move-Out Guidelines were clear, the Defendants were to keep utilities serving the Premises, to schedule a move-out inspection, and thoroughly clean the Premise. Again, Defendants Haley Surface and Hannah Glickman breached these obligations and left the Premises in a state of disrepair. By failing to

schedule a move-out inspection, the Defendants waived their rights and agreed to accept the Landlord's inspection report as conclusive and final.

Conclusion

In this case, the evidence is overwhelming and clearly shows Defendants Haley Surface and Hannah Glickman failed to perform their duties and obligations under the Lease by abandoning the Premises and failing to pay rent. Even when Defendants Haley Surface and Hannah Glickman were given the opportunity to assign the Lease, they failed to perform. The breaches by Defendants caused Plaintiff to suffer damages in the form of lost rental income, the costs of extensive repairs and cleaning, the replacement of appliances, utility bills, along with legal fees, including court costs and reasonable attorney's fees. As all three elements required in South Carolina for Plaintiff's claim of breach of contract have been satisfied, Plaintiff is entitled to summary judgment.

RESPECTFULLY SUBMITTED,
OYSTER ROAD LAW FIRM, LLC

s/Matthew Z. Kelly

Matthew Z. Kelly, Esq.

S.C. Bar No. 102752

751 Johnnie Dodds Blvd., Ste. 200

Mt. Pleasant S.C. 29464

Phone: (843) 804-6538

Email: mkelly@oysterrd.com

Attorney for Plaintiff

Dated: April 18, 2022
Mount Pleasant, South Carolina

Exhibit A
The Lease

RESIDENTIAL RENTAL AGREEMENT

State of South Carolina
 County of Charleston

This rental agreement made at Charleston, South Carolina, this 23rd day of January, 2019, between Haley Surface and Hannah Glickman Tenant (s) (hereinafter called "TENANT"), and Fairfield 132 Smith Street LLC Owner (hereinafter called "LANDLORD"), shall provide as follows:

THE ☒ LANDLORD ☐ TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

- LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
- LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of Charleston, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows: 132 Smith Street Apartment 5, Charleston, SC 29403
- TERMS:** This Rental Agreement shall commence on the 1st day of August, 2019, and end on the 31st day of July, 2020. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
- LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978.)
- RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.
- RENT:** Tenant agrees to pay Landlord a rent of \$ 3,275.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$39,300.00. The rent is payable to: Southeastern Management Group, Inc., P.O. Box 6165, Greenville, SC 29606 or as Tenant may be advised from time to time in writing.

NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a LATE FEE of \$ 95.00 for payments received after the 5th day of the month.

- OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are:

Haley Surface
Hannah Glickman

- RETURNED CHECKS:** Tenant agrees to pay \$ 75.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth day after the due date. Any additional returned checks from the Tenant will be subject to a charge of \$ 100.00. All future rent and charges, if more than one check is returned, shall be paid in the form of cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

- SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the advanced written consent of Landlord, which Landlord may withhold or condition in its sole discretion. Tenant must have written permission from Landlord for occupy 7 days for more than 7 days.

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10. ALTERATION TO LEASE DOCUMENT: At Landlord's sole discretion, an alteration to the lease document may be approved with the payment of an administrative fee as defined below.

(a.) Any changes, occupant additions or occupant reassignments to this lease will be accompanied by a fee of \$500.00. Tenant is responsible for procuring a lease applicant for the review and final written consent of the Landlord. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.

(b.) If Tenant chooses for the Landlord to procure a new Tenant to reassign the entire premises, Tenant agrees to pay Landlord a leasing commission equal to the value of one full month's rent, according to the terms of the original lease obligation. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.

11. UTILITIES AND SERVICES: Tenant agrees to pay for utilities and services except: N/A which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease. In the event that a rented premise receives a utility on a shared meter with other dwellings, the Tenant agrees to pay his/her prorated share. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

12. TENANT OBLIGATIONS: Tenant agrees to keep the dwelling unit and all parts of the premises including any common areas that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants; keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises;

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from premises.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that **may** cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant shall not knowingly destroy, deface, impair, or remove any part of the premises or knowingly allow any person to do so. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to the original condition if Tenant makes any such unauthorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/Deadbolts shall not be changed without the expressed permission of the Landlord.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges that they are familiar with smoke detector operations.

Tenant agrees to accept the unit in "as is" condition. The Tenant acknowledges that no improvements or repairs will be made at the Landlord's expense unless otherwise outlined in this lease agreement.

13. MAINTENANCE OF PREMISES, PEST CONTROL: Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The Landlord further agrees to maintain in a reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. **Landlord is not responsible for changing batteries in smoke detectors, which must be tested once per month to verify working condition. Tenant must report, in writing, any malfunctioning detector.**

Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation within three (3) days shall constitute Tenant's agreement that a premise has no pest infestation of any kind. Tenant is responsible



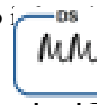
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for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of Tenant.

14. ESSENTIAL SERVICES AND APPLIANCES: The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. Items including, but not limited to, intercoms, security systems, elevators, ice makers, bidets and propane equipment (i.e. fireplace logs) are for convenience and will not be maintained. Furthermore, the Landlord reserves the right to modify the apartment or home to account for these convenience items being removed if they stop working. Only appliances or facilities necessary to the provision of essential services will be maintained by the Landlord.

15. INSURANCE: Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

Tenant agrees to comply in all respects with the requirements of the Landlords present or future insurance carrier and not to permit anything to be done at or within the premises which shall cause cancellation of, or increase in the current rate of insurance there on. **The Tenant is advised to obtain renters insurance to protect his interests.**

16. RIGHT TO ACCESS: The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:

- (a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and
- (b) Between the hours of 9:00 am and 6:00 pm for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the Landlord announces intent to enter to perform services; and
- (c) Between the hours of 8:00 am and 8:00 pm for the purpose of providing services requested by the Tenant and that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except for section 16(a), 16(b), and 16(c), the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times.

The Landlord has no other right of access except: pursuant to court order, as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

17. DEFINITION OF "THIRTY (30) DAY NOTICE": If applicable to the term of this lease, any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.

18. DESTRUCTION OR DAMAGE TO PREMISES: If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

(a) immediately vacate the premises and notify the Landlord in writing within seven days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(b) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.


 e fire or  was due to the Tenant's negligence or otherwise caused  nant, if the rental agreement is
 d, the La  shall return security deposit to the Tenant with proper ac  s required by law. Accounting for
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rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the Tenant's security deposit if the fire or casualty was due to the Tenant's negligence or otherwise caused by the Tenant, with proper accounting as required by law.

19. CONDEMNATION: Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty(60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

20. ABSENCE, NON-USE AND ABANDONMENT: The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of \$500 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

21. SECURITY DEPOSIT: Tenant agrees to deposit with Landlord a security deposit of \$ 3,175.00 to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, **it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement.**

*The Security Deposit in the amount of \$3,175.00 was paid in full at the original lease signing dated May 24, 2018 and is being transferred to this lease in full.

Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return any of the following: pool tags, mail box keys, parking pass, keys to unit (including deadbolt, storage area, common doors), etc., the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and, (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within (5) business days after receiving notice from Landlord.

22. NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT: If there is a noncompliance by the Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The rental agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within five days from the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 5.

Landlord may sue for actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for noncompliance with the rental agreement or Paragraph 12 above if Tenant's noncompliance is willful.

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other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraph 12 above, materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**

23. REMEDY AFTER TERMINATION: If the rental agreement is terminated, the Landlord has the right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection costs, and court costs.

24. NOTICE: A Landlord receives notice when it is delivered at the place of business of the Landlord through which the rental agreement was made or at any place held out by Landlord as the place of receipt of the communication.

25. PROHIBITIVE EQUIPMENT/FURNITURE: Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.

26. FURNISHINGS: Tenant agrees to be held responsible for any and all furnishing and equipment to be furnished by Landlord.

27. PETS: Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a non-refundable fee of \$ N/A and (2) rent for the pet(s) in the total amount of \$ 70, for the term of this agreement. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal over and above the non-refundable fee listed above. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury of damage to person or property caused by the animal. Any special pet agreement is an integral part to this lease.

28. WAIVER: A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

29. PEACEFUL ENJOYMENT: The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.

30. PROVISIONS: The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.

31. SUBORDINATION: Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due executions, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.


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32. RENTAL RATE ADJUSTMENT: On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.

33. TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OF PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.

34. RULES AND REGULATIONS: The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises. **THE COST OF REPAIRS OR UNUSUAL CLEANINGS WILL BE ASSESSED TO THOSE TENANTS THAT CAUSED THE DAMAGE. IN THE EVENT THAT FAULT CANNOT BE DETERMINED, ALL TENANTS OF THAT PARTICULAR BUILDING WILL PAY A PRO-RATA SHARE OF THE EXPENSES AS DETERMINED BY THE LANDLORD.**

35. JOINT RESPONSIBILITY: If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

36. LANDLORD'S ADDRESS FOR COMMUNICATIONS: All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Mail: Southeastern Management Group, Inc., PO Box 21878, Charleston, SC 29413

Phone: (Office) 843-577-8595 (Fax) 843-577-8597

37. CAPTIONS: Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

38. FACSIMILE AND OTHER ELECTRONIC MEANS: The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

39. MEGAN'S LAW: The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

40. ENTIRE AGREEMENT: This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. **TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.**

41. NON-RELIANCE CLAUSE: Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension or a merger clause. The parties execute this agreement freely

and without reliance upon any statements or representations by parties
I, , read and understand this Agreement and the meaning of its provisions.

except as set forth herein. Parties
are legally competent to enter into this

 LANDLORD HAVE READ THIS 6

agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

42. LIMITATION OF LIABILITY: Unless otherwise agreed, a manager of the premises that includes a dwelling unit is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his management.

43. LEASE TERMINATION: Tenant agrees that Landlord reserves the right to terminate this lease agreement at any time during this lease agreement by giving Tenant a ninety (90) day notice.

The following addendums are attached and shall be a binding part of this agreement: Move-In Guidelines, Move-Out Guidelines, Cleaning Guidelines and Lead-Based Paint. All signatures and initials listed below are bound to this Lease in its entirety, including all current and future addendums.

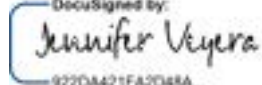
Initials: HS Initials: HG Initials: _____

44. ADDITIONAL TERMS: NO DOGS, NO PARTIES, NO SMOKING, NO GRILLS, and NO KEGS are permitted at this property. Southeastern Management Group, Inc does not provide a lockout service after hours, on the weekends or during holidays. Tenant may hire a locksmith of their choosing at the Tenant's expense. Locks to the premises may not be altered. From time to time your unit will be shown to prospective or actual purchasers, investors, appraisers, mortgagees or potential tenants. Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to show the premises. Tenant authorizes Landlord and any sub-agencies to use keys for this purpose after providing advance notice to the Tenant.

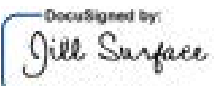
WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

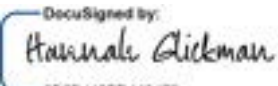
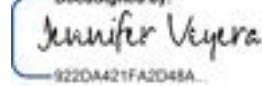
THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

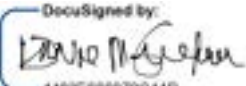
TENANT SIGNATURE:  WITNESS TO TENANT: 

PHONE OF TENANT: (803) 834-0637 EMAIL OF TENANT: surfacehaley@gmail.com

Co-Signer:  Last 4 Co-Signer Social: 2935

TENANT SIGNATURE:  WITNESS TO TENANT: 

PHONE OF TENANT: 8436960593 EMAIL OF TENANT: hmglickman99@gmail.com

Co-Signer:  Last 4 Co-Signer Social: 7490

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LANDLORD: Fairfield 132 Smith Street LLC

By:

DocuSigned by:
Meghan Magee
DE7C3409055842C...

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MOVE-IN GUIDELINES

ELECTRONICALLY FILED - 2022 Apr 18 4:04 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387

 Rent must be paid in full prior to the lease start date in order to obtain keys to the unit.

 Keys will be available for pickup between 4:00pm and 5:00pm on August 1, 2019. You will not be permitted to access the apartment until the start of your lease term on August 1, 2019.

 Please confirm that all keys received work properly before the close of business on August 1, 2019

 Tenant is responsible for making sure utilities have been established.

 Tenant agrees to accept the premises in "as is" condition. The Tenant acknowledges that no improvements or repairs will be made at the landlord's expense unless otherwise outlined in this lease agreement.

 If you notice any damages or repairs that you would like noted in your file as you are moving in, we ask that you live there for a week and compile one list before contacting your Property Manager.

 For your convenience, all maintenance requests can be emailed to maintenance@semgsc.com. Regular maintenance is handled Monday – Friday between 9 am and 5 pm only, excluding holidays. You will receive a receipt of your maintenance request during the next scheduled business day.

 In case of an emergency such as a fire, flood or life/death situation please dial 911 immediately. In case of a plumbing emergency after hours (i.e. a pipe exploding in the building causing flooding in your apartment or in the common area) please call 843-577-8595 and listen carefully to the after hours directions. **HVAC PROBLEMS WILL NOT BE HANDLED AFTER HOURS. PLEASE CONTACT YOUR PROPERTY MANAGER ON THE NEXT SCHEDULED BUSINESS DAY.**

Date: January 23, 2019

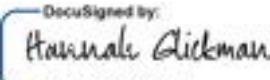
132 Smith Street Apartment 5, Charleston, SC 29403

Property Address

DocuSigned by:

2719C872FA02452

Tenant

DocuSigned by:

2B6B446FD440470...

Tenant

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MOVE-OUT GUIDELINES

DS HB HG

Call to schedule move-out inspection with Southeastern Management Group
at (843) 577-8595.

All move-out inspections must be performed by **2:00PM July 31, 2020**. This inspection may be scheduled at the tenant's convenience. Appointments are made on a first come, first serve basis. Please keep in mind the apartment must be clean and empty of all personal property. Please do not turn off the main breaker. **There will be a \$50 fee if you are not ready at the time of your scheduled inspection.**

DS HB HG

Tenant shall keep all utilities serving the Property on at all times during the term of the Lease and through the completion of the Move Out Inspection including but not limited to water, electric, and gas. **Should Tenant fail to keep utilities on through the expiration of the lease/Move Out Inspection, Tenant shall pay Landlord as additional rent the total cost of reconnecting the utilities, all utility charges incurred through the lease term and an administrative fee of Fifty Dollars (\$50)**

DS HB HG

If a tenant fails to schedule a move-out inspection; this constitutes the Tenant's agreement to accept the Landlord's inspection report as conclusive and final.

DS HB HG

Thoroughly clean the entire apartment and remove all personal property prior to the time of your move-out inspection. Please see the attached cleaning guidelines.

Our office requires the use of a professional cleaning service during move-out to make the process easier. **In order to ensure the return of your full security deposit, please make sure all units are cleaned and the carpets have been professionally cleaned.**

Please note that all garbage must be placed INSIDE the dumpster for your property or properly hauled away. According to the City of Charleston Sanitation Guidelines, garbage or bulk items may NOT be placed on the street without first scheduling a special pick up with the Department of Environmental Services. Any tenants found to be in violation will be fined accordingly.

DS HB HG

Turn in a PROFESSIONAL CARPET CLEANING receipt.

DS HB HG

Provide Southeastern Management Group, Inc. with a forwarding address and phone number.

DS HB HG

No damage to property or its contents beyond normal wear and tear.

DS HB HG

No unpaid charges on your tenant account.

DS HB HG

Turn in all apartment keys in your possession, including mailbox keys, common area keys and parking passes.

Date: January 23, 2019

132 Smith Street Apartment 5, Charleston, SC 29403

Property Address

DocuSigned by:
Hassan Glickman
2719C872FA02452

Tenant

DocuSigned by:
Hassan Glickman
2B6B449FD449479

Tenant

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CLEANING GUIDELINES

ELECTRONICALLY FILED - 2022 Apr 18 4:04 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387

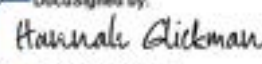
1. Replace air filter and vacuum all vents and air grills.
2. Replace any burned out light bulbs and missing smoke detector batteries.
3. Wipe down all ceiling fans, ceiling fan blades, and light fixtures.
4. Wipe down all walls, woodwork, baseboards, and trim, including window sills.
5. Clean all windows and screens.
6. Clean out the fireplace, screen, and fireplace glass (if applicable).
7. Wipe down all doors or sliding glass doors, including tracks and thresholds.
8. Clean all drapes, curtains, blinds, or other window treatments.
9. Sweep out garage, attic, and porches.
10. Mow yard, clean gutters, and trim all shrubbery (if applicable).
11. Scrub all bathrooms, including commodes, sinks, mirrors, tubs, showers and floors. Wipe out medicine cabinets and remove all soaps and detergents.
12. Clean kitchen cabinets, drawers, and shelves inside and out. Wash down all countertops.
13. If applicable, defrost refrigerator and/or freezer. Wash down all shelves and drawers inside refrigerator. Vacuum coils and grills and leave refrigerator on.
14. Clean the stove, drip pans, oven racks, and oven drawers, and broiler pan. Clean the range hood, filter, and vent.
15. Clean out all other appliances, including microwaves and dishwashers. Clean lint filter of dryer.
16. Carpets (if applicable) must be professionally steam-cleaned and **a receipt must be turned into Southeastern Management Group.**
17. Vacuum, mop, and wax all floors that are not carpeted.

There will be a \$50 fee if you are not ready at the time of your scheduled inspection. If this list has not been properly completed at the time of the move out and the Landlord must hire a vendor to complete any of the items listed above, a \$200.00 administrative fee will be levied against the Tenant(s), in addition to any costs and regular service charges incurred by the Landlord.

DocuSigned by:

 2719C872FA02452

 Tenant

132 Smith Street Apartment 5, Charleston, SC 29403
 DocuSigned by:

 2B5B445FD44947D

 Tenant

 Tenant

 Tenant

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ADDENDUM TO LEASE

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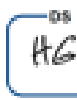
The undersigned agree that any violation listed below is considered a material breach of this lease agreement.

- A. All tenants, guests, or any other persons, are not allowed to use any fireplaces in the above listed property and **NO SMOKING IS ALLOWED ON PREMISES.**
- B. Tenant is responsible for placing trash receptacles at the correct public right of way for pick up on the appropriate day. Tenant agrees to follow any and all codes for trash removal and/or receptacles.
- C. **Any fines levied against property owner or property manager incurred by Tenant shall be immediately paid by Tenant.**
- D. Tenants will be charged for any repairs that are the result of the Tenant's, or their guest's actions. Tenants may request a copy of the invoice for their record.
- E. Tenants agree to abide by any and all rules and regulations as set forth by Home Owners Associations/Regime bylaws, master deeds, and covenants and said property may be associated with. **Any fines levied against property owner or property manager by the HOA shall be immediately paid by Tenant.**
- F. Tenant's will be responsible for any judgments levied against the property owner or property manager for "Public Disturbance" offenses or any other offenses.
- G. All automobiles found to be in a state of disrepair, non-function, or to have an out of date registration must be removed from the property listed above within 48 hours of receiving notification from property manager.
- H. In no instance shall feminine hygiene products be disposed of in any toilets or drains.
- I. Exterior of said property shall be kept clean of trash and/or debris at all times.
- II.
- J. No grills shall be allowed on any **porches, patios, or decks** of said property.
- K. Sofas and/or indoor furniture shall not be allowed on any porches, patios, or decks of said property.

ADDITIONAL: A/C AND HEATING SYSTEM FILTER GUIDELINES: Tenant is responsible for replacing all A/C and heating system filters at the property on a monthly basis. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property, A/C or heating system.



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ADDENDUM TO LEASE

Security Deposit & Keys

Release of security deposit is subject to the following provisions:

1. Full term of lease has expired and all provisions therein are complied with.
2. No damages to the property or its contents beyond normal wear and tear.
3. Property is clean in accordance with **Move-Out Guidelines Addendum**.
4. No outstanding/unpaid late charges, returned check charges, or repair charges.
5. Forwarding address has been submitted to rental office.
6. All keys turned in to rental office by move-out date.

The Security Deposit payment must be paid in the form of a personal check, cashier's check or money order, separate from all other payments, and paid in full.

The Security Deposit disbursement will be refunded by check and mailed to forwarding address provided by Tenant. If no forwarding address is provided said security deposit will be mailed to the last known address.

THE SECURITY DEPOSIT MAY NOT BE USED TO SATISFY LAST MONTH'S RENT.

Lock-out/Lost key/Locks changed

Should a tenant be locked out of a property, Southeastern Management Group will do their best to help with a replacement key. Tenants may request the "office copy" of their key to duplicate and **immediately return** during normal office hours. A \$25 fine will be placed on the tenant's account until the office copy is returned.

If Tenant is locked out after hours or on a holiday when the office is not open, a locksmith must be called at the Tenants expense. Being locked out is not an emergency.

Tenants are prohibited from changing, altering, or replacing any lock at the property during the term of their lease agreement. If the locks are altered or changed at the tenant's expense, the tenant must provide Southeastern Management Group with 5 copies of the new key. IF the property is set up on a master key; the locks will be rekeyed to our internal key system. Tenants will be responsible for the final bill from the locksmith.



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MOLD INFORMATION AND PREVENTION

ADDENDUM

ELECTRONICALLY FILED - 2022 Apr 18 4:04 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1006387

1. ADDENDUM: This is an Addendum to the LEASE CONTRACT executed by you, the tenant(s), on the dwelling you have agreed to rent.

2. ABOUT MOLD: Mold is found virtually everywhere in our environment – both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms that reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

3. PREVENTING MOLD BEGINS WITH YOU: In order to minimize the potential for mold growth in your dwelling, you must do the following:

- **KEEP YOUR DWELLING CLEAN:** particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping, and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy foods.
- **REMOVE VISIBLE MOISTURE ACCUMULATION ON WINDOWS, WALLS CEILINGS, FLOORS AND OTHER SURFACES AS SOON AS REASONABLY POSSIBLE:** Look for leaks in washing machine hoses and discharge lines – especially if the leak is large enough for water to infiltrate into nearby walls. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor, (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated, and (3) hang up your towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots.
- **PROMPTLY NOTIFY US IN WRITING ABOUT ANY AIR CONDITION OR HEATING SYSTEM PROBLEMS YOU DISCOVER:** Follow our rules regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- **PROMPTLY NOTIFY US IN WRITING ABOUT ANY SIGNS OF WATER LEAKS, WATER INFILTRATION OR MOLD:** We will respond in accordance with state law and the LEASE CONTRACT to repair or remedy the situation as necessary.

4. TO AVOID MOLD GROWTH: It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as the following:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerators, or A/C drip pans or clogged up A/C condensation lines;
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive pot cooking;
- Leaks from clothes dryer discharge vents (which can put a lot of moisture into the air); and
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- Keep the thermostat set at a reasonable temperature so that air is automatically circulating.

5. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES: (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the Federal Environmental Protection Agency (EPA) recommends that you first

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clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach that can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes and carpets – provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothing.

6. DO NOT CLEAN OR APPLY HOUSEHOLD BIOCIDES TO: (1) visible mold on porous surfaces such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing and we will take appropriate action in compliance with applicable law.

7. COMPLIANCE: Complying with this ADDENDUM will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this ADDENDUM, please contact us at 843-577-8595.

8. IF YOU FAIL TO COMPLY WITH THIS ADDENDUM: You can be held responsible for property damage to the dwelling and any health problems that may result. We cannot fix problems in your dwelling unless we are aware of said problems.

IN WITNESS WHEREOF, the individual parties have signed this Addendum.

Tenant  Date 1/23/2019

Tenant  Date 1/25/2019

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

BUY. MANAGE. SELL.

Exhibit B

Notice of Breach: Failure to Pay Rent

Dated: August 27, 2019

Jennifer

From: Jennifer
Sent: Tuesday, August 27, 2019 3:56 PM
To: Hannah Glickman (hmglickman99@gmail.com); JILL SURFACE; Haley Surface (surfacehaley@gmail.com); dihanjar5@gmail.com
Subject: 132 Smith Street unit 5

Dear Tenant,

According to our records, you have not paid August rent. We have also confirmed with the utility providers that you have turned off the service. This leads us to believe you have abandoned the unit. This does not relieve you or your consigners from the responsibility of the lease. We will begin the necessary steps to find a replacement tenant. Once a lease is finalized we will send you a letter detailing the total amount due. Payment in full is expected upon receipt of the letter. Any outstanding balances will be sent to collections.

If any of this information is incorrect please contact me at once.

Thank you,

Jennifer Veyera
Property Manager
Southeastern Management Group, Inc.
PO Box 21878
Charleston, SC 29413
Phone 843.577.8595 x 17
Fax 843.577.8597
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Exhibit C

**Emails between Property Managers and Tenants re. Conditions of
Assignment of Lease**

Dated: May 22, 2019 to August 27, 2019

Jennifer

From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Wednesday, May 22, 2019 2:47 PM
To: Jennifer
Subject: August Lease

Hi Jennifer,

I was just emailing to ask if there is a way for me to break my upcoming lease in August. Due to unforeseen circumstances, I will not be able to continue living in the same location. Thank you for your time and understanding.

Sincerely,

Hannah Glickman

Jennifer

From: Jennifer
Sent: Wednesday, May 22, 2019 2:52 PM
To: Hannah Glickman
Subject: RE: August Lease

Good Afternoon Hannah,

Per the lease you can transfer your lease. For a fee of \$500 you can find someone to take over your lease and then we take you off of the lease. Until then, you will have to be responsible for the lease.

10. ALTERATION TO LEASE DOCUMENT: At Landlord's sole discretion, an alteration to the lease document may be approved with the payment of an administrative fee as defined below.
 (a.) Any changes, occupant additions or occupant reassignments to this lease will be accompanied by a fee of \$500.00. Tenant shall be responsible for procuring a lease applicant for the review and final written consent of the Landlord. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.
 (b.) If Tenant chooses for the Landlord to procure a new Tenant to reassign the entire premises, Tenant agrees to pay Landlord a leasing commission equal to the value of one full month's rent, according to the terms of the original lease obligation. If approved, Tenant shall remain responsible for all terms and provisions of the lease until the premises are occupied by a new Tenant.

Please let me know if you have any questions.

Thank you

Jennifer Veyera
 Property Manager
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 Charleston, SC 29413
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 Fax 843.577.8597
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From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Wednesday, May 22, 2019 2:47 PM
To: Jennifer <jennifer@semgsc.com>
Subject: August Lease

Hi Jennifer,

I was just emailing to ask if there is a way for me to break my upcoming lease in August. Due to unforeseen circumstances, I will not be able to continue living in the same location. Thank you for your time and understanding.

Sincerely,

Hannah Glickman

Jennifer

From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Wednesday, May 22, 2019 3:36 PM
To: Jennifer
Subject: Re: August Lease

If Haley is also looking to terminate her lease as well would the requirements for breaking my lease be the same?

On Wednesday, May 22, 2019, Jennifer <jennifer@semgsc.com> wrote:

Good Afternoon Hannah,

Per the lease you can transfer your lease. For a fee of \$500 you can find someone to take over your lease and then we take you off of the lease. Until then, you will have to be responsible for the lease.

10. **ALTERATION TO LEASE DOCUMENT:** At Landlord's sole discretion, an alteration to the lease document may be approved with the payment of an administrative fee as defined below.
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Please let me know if you have any questions.

Thank you

Jennifer Veyera

Property Manager

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From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Wednesday, May 22, 2019 2:47 PM
To: Jennifer <jennifer@semgsc.com>
Subject: August Lease

Hi Jennifer,

I was just emailing to ask if there is a way for me to break my upcoming lease in August. Due to unforeseen circumstances, I will not be able to continue living in the same location. Thank you for your time and understanding.

Sincerely,

Hannah Glickman

Jennifer

From: Jennifer
Sent: Wednesday, May 22, 2019 3:38 PM
To: Hannah Glickman
Subject: RE: August Lease

Hannah,

The other option would be to pay us a full months rent to find someone to take over your lease. You will still be responsible for the lease until we find someone to take it over at that point.

Thank you

Jennifer Veyera
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Sincerely,

Hannah Glickman

Jennifer

From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Friday, June 21, 2019 5:30 PM
To: Jennifer
Subject: Found My Replacement For Aug 2019-Aug 2020

Hi Jennifer,

I have found a person to replace me on the lease for the next year. Please advise me on what I need to do next.

Thank you!

Hannah Glickman

Jennifer

From: Jennifer
Sent: Monday, June 24, 2019 9:33 AM
To: Hannah Glickman
Subject: RE: Found My Replacement For Aug 2019-Aug 2020
Attachments: Lease Application 12-3-18.pdf

Good Morning Hannah,

First they will need to fill out the attached application and drop it off at our office with the \$65 application fee. This fee can be a check, money order, or any other type of certified funds. We cannot accept cash. Our office is located at 151 King street.

Thank you

Jennifer Veyera
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From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Friday, June 21, 2019 5:30 PM
To: Jennifer <jennifer@semgsc.com>
Subject: Found My Replacement For Aug 2019-Aug 2020

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I have found a person to replace me on the lease for the next year. Please advise me on what I need to do next.

Thank you!

Hannah Glickman

Jennifer

From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Wednesday, July 24, 2019 4:51 PM
To: Jennifer
Subject: August Lease

Hi Jennifer,

I just wanted to update you. I have been looking for someone to take over my lease, as well as people to fill the other 3 rooms on my own and have been unsuccessful. Unfortunately, the circumstances when I signed the lease were different than what they are now. Haley has not been living in the apartment and I no longer feel comfortable living with her. She has not made any effort to find someone to take over her room and I am worried I will get stuck with the responsibility. I desperately need to get out of this lease, however I do not have enough money to cover a whole months worth of rent on my own. I was wondering if there are any other options I can take to get out of the lease. Thanks!

Hannah Glickman

Jennifer

From: Jennifer
Sent: Thursday, July 25, 2019 10:41 AM
To: Hannah Glickman
Subject: RE: August Lease

Hannah,

Haley has contacted me and has found someone to take over her lease. Once I have approved this person, I can give you a little bit more information and maybe you would feel comfortable living with them? Have you tried posting it on craigslist? That is where people tend to get responses. I will do my best to help where I can.

Thank you

Jennifer Veyera
 Property Manager
 Southeastern Management Group, Inc.
 P.O. Box 21878
 Charleston, SC 29413
 Phone 843.577.8595 x 17
 Fax 843.577.8597
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-----Original Message-----

From: Hannah Glickman <hmglickman99@gmail.com>
 Sent: Wednesday, July 24, 2019 4:51 PM
 To: Jennifer <jennifer@semgsc.com>
 Subject: August Lease

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Hannah Glickman

Jennifer

From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Monday, July 29, 2019 11:46 AM
To: Jennifer
Subject: August Lease

Hi Jennifer,

I think I found someone to take over my lease. Her name is Renee Gardner. Her telephone number is (702) ~~286-2861~~ and her email is vegaskitty0702@gmail.com. She is also wondering about the pet fee and whether she'd be able to move in on the 2nd or 3rd of August if she is approved and qualified to do so.

I also wanted to notify you that we've had some issues with the fridge. The top side shelf has broken off and the freezer does not seem to be keeping food frozen.

Thanks,

Hannah Glickman

Jennifer

From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Wednesday, July 31, 2019 2:20 PM
To: Jennifer
Subject: Possible Applicants

Hi Jennifer,

Renee didn't end up working out, but I contacted some people yesterday that were interested in taking over my lease and renting out the other rooms. I gave them your contact information and was just wondering if anyone has reached out to you. Thank you!

Jennifer

From: Jennifer
Sent: Wednesday, July 31, 2019 4:51 PM
To: Hannah Glickman
Subject: RE: Possible Applicants

Hannah,

Just got your voicemail. Sorry the next couple days are crazy for us. I have not heard from anyone yet but I will be sure to let you know once I do.

Thank you

Jennifer Veyera
 Property Manager
 Southeastern Management Group, Inc.
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 Charleston, SC 29413
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-----Original Message-----

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 Sent: Wednesday, July 31, 2019 2:20 PM
 To: Jennifer <jennifer@semgsc.com>
 Subject: Possible Applicants

Hi Jennifer,

Renee didn't end up working out, but I contacted some people yesterday that were interested in taking over my lease and renting out the other rooms. I gave them your contact information and was just wondering if anyone has reached out to you. Thank you!

Jennifer

From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Tuesday, August 27, 2019 2:12 PM
To: Jennifer
Subject: 132 Smith street unit 5

Hi Jennifer,

I gave my 30 days notice that I was planning on moving out of the apartment, and have had of my belongings out since the beginning of the month. As for the security deposits, I am confused on Jordan's deposit since Jolie took over his part of the lease and paid her own separate security deposit.

Thanks,

Hannah Glickman

On Monday, August 26, 2019, Jennifer <jennifer@semgsc.com> wrote:

Good Morning,

I need to check in and see what is going on with this apartment. I know initially you were going to look for someone to take over your portions of the lease. You both are responsible for the whole lease until someone takes it over.

We also need to discuss security deposits. Zainab and Jordan are both reaching out to us but since the security deposits were transferred for your renewal, we would not pay out their security deposit.

Thank you

Jennifer Veyera

Property Manager

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Exhibit D
Email between Property Manager and Tenants re. Tenants'
Obligations Under the Lease
Dated: August 27, 2019

Jennifer

From: Jennifer
Sent: Tuesday, August 27, 2019 2:16 PM
To: Hannah Glickman
Subject: RE: 132 Smith street unit 5

Hannah,

Per section 10 of your lease, you are responsible for the lease until it is taken over by another tenant.

10. ALTERATION TO LEASE DOCUMENT: At Landlord's sole discretion, an alteration to the lease document may be approved with the payment of an administrative fee as defined below.
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As the lease states, a 30 day notice is only applicable if the landlord is in agreeance and does not offer another option.

Thank you

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 Fax 843.577.8597
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From: Hannah Glickman <hmglickman99@gmail.com>
Sent: Tuesday, August 27, 2019 2:12 PM
To: Jennifer <jennifer@semgsc.com>
Subject: 132 Smith street unit 5

Hi Jennifer,

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Thanks,

Hannah Glickman

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We also need to discuss security deposits. Zainab and Jordan are both reaching out to us but since the security deposits were transferred for your renewal, we would not pay out their security deposit.

Thank you

Jennifer Veyera

Property Manager

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From: [Price, Bentley Law Clerk \(Aimee Intagliata\)](#)
To: [Matthew Kelly](#); [Price, Bentley Secretary \(Tamara Walters\)](#)
Cc: [Sean Trundy](#); andrew@sheplawfirm.com
Subject: RE: CASE NO. 19-CP-10-06387 Summary judgment - Draft Order
Date: Thursday, June 2, 2022 1:18:48 PM

Good afternoon,

That is fine Mr. Kelly thank you for letting me know.

Thanks,
Aimee

From: Matthew Kelly <mkelly@oysterrd.com>
Sent: Thursday, June 2, 2022 1:11 PM
To: Price, Bentley Law Clerk (Aimee Intagliata) <bpricelc@sccourts.org>; Price, Bentley Secretary (Tamara Walters) <bpricesc@sccourts.org>
Cc: Sean Trundy <strundy@agifttomyheirs.com>; andrew@sheplawfirm.com
Subject: Re: CASE NO. 19-CP-10-06387 Summary judgment - Draft Order

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Hi Aimee,

If it is ok with Judge Price, I will submit a formal order by the end of next week. Please let me know if that timeframe works.

Thank you,

Matt
Attorney for Plaintiff

Matthew Z. Kelly, Esq.
Oyster Road Law Firm, LLC
751 Johnnie Dodds Blvd., Ste. 200
Mt. Pleasant, SC 29464
Phone: (843) 804-6538
Web: oysterrd.com

From: "Price, Bentley Law Clerk (Aimee Intagliata)" <bpricelc@sccourts.org>
Date: Thursday, June 2, 2022 at 1:07 PM
To: Matthew Kelly <mkelly@oysterrd.com>, "Price, Bentley Secretary (Tamara Walters)"

<bpricesc@sccourts.org>, "Price, Bentley Secretary (Tamara Walters)"

<bpricesc@sccourts.org>

Cc: Sean Trundy <strundy@agifttomyheirs.com>, "andrew@sheplawfirm.com"

<andrew@sheplawfirm.com>

Subject: RE: CASE NO. 19-CP-10-06387 Summary judgment - Draft Order

Good afternoon,

Judge Price asks that you please submit a formal order. A formal order denying the motion to reconsider will be issued shortly.

Thank you,

Aimee

From: Matthew Kelly <mkelly@oysterrd.com>

Sent: Tuesday, May 3, 2022 3:55 PM

To: Price, Bentley Law Clerk (Aimee Intagliata) <bpricelc@sccourts.org>; Price, Bentley Secretary (Tamara Walters) <bpricesc@sccourts.org>; Price, Bentley Secretary (Tamara Walters) <bpricesc@sccourts.org>

Cc: Sean Trundy <strundy@agifttomyheirs.com>; andrew@sheplawfirm.com

Subject: CASE NO. 19-CP-10-06387 Summary judgment - Draft Order

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Good afternoon Judge Price,

Case no. 2019-CP-10-06387 was heard by you on April 19, 2022. On April 22, 2022, you issued a Form 4 granting Plaintiff's Motion for Summary Judgment. The Order did not contain an amount for damages; however, the motion was based on Plaintiff's verified complaint.

The defendants have filed motions to reconsider citing no amount was awarded. For further clarity, may I submit a draft order for your review and edits?

Thank you,

Matt

Matthew Z. Kelly, Esq.

Oyster Road Law Firm, LLC

751 Johnnie Dodds Blvd., Ste. 200

Mt. Pleasant, SC 29464

Phone: (843) 804-6538

Web: oysterrd.com

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain

information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

|                                   |   |                                    |
|-----------------------------------|---|------------------------------------|
| STATE OF SOUTH CAROLINA           | ) | IN THE COURT OF COMMON PLEAS       |
|                                   | ) | NINTH JUDICIAL CIRCUIT             |
| COUNTY OF CHARLESTON              | ) |                                    |
|                                   | ) | CASE No. 2019CP10-06387            |
| FAIRFIELD 132 SMITH STREET LLC,   | ) |                                    |
|                                   | ) |                                    |
| Plaintiff,                        | ) | <b>DEFENDANT HANNAH GLICKMAN'S</b> |
|                                   | ) | <b>MOTION TO ALTER OR AMEND,</b>   |
| vs.                               | ) | <b>RECONSIDERATION</b>             |
|                                   | ) |                                    |
| HALEY SURFACE, HANNAH GLICKMAN,   | ) |                                    |
| JILL SURFACE, AND DIANE GLICKMAN, | ) |                                    |
|                                   | ) |                                    |
|                                   | ) |                                    |
| Defendants.                       | ) |                                    |

TO: THE PLAINTIFF AND ITS ATTORNEY:

YOU WILL PLEASE TAKE NOTICE that the Defendant, Hannah Glickman, by and through her undersigned Counsel, will move before the Court on the tenth day after service hereof, or as soon thereafter as counsel may be heard, pursuant to Rules 52, 59 and/or 60, SCRCF, for an Order Reconsidering and/or Altering or Amending the Order entered April 22, 2022, granting Plaintiff's Motion for Summary Judgment.

On April 19, 2022, the Honorable Bentley Price heard oral argument on the Plaintiff's Motion for Summary Judgment. On April 22, 2022, this Defendant received written notice of entry of a Form 4 Order granting Plaintiff's Motion for Summary Judgment. The Form 4 Order contains no findings of fact or conclusions of law. This Defendant respectfully requests this Court reconsider and/or alter and amend its findings of fact, conclusions of law and ruling, and/or deny Plaintiff's motion for summary judgment in the following regards:

1) A genuine issue of material fact exists as to whether the Defendants breached the lease agreement at issue. The lease agreement in and of itself creates a genuine and triable issue of material fact in that Paragraph 20 of the lease regarding abandonment, termination and acceptance states: "If

the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment.” The Plaintiff’s own documents submitted to the Court in support of its claims for damages clearly indicate that the Plaintiff was aware as early as May 2019 that the Defendants would not be occupying the premises, and became aware that the Defendants were indeed not occupying the premises as of mid-August of 2019. The Plaintiff’s own documents submitted to the Court in support of its claims further include e-mails from cleaning service providers dated November 20, 2019—three months *after* Plaintiff new Defendants were not in the premises—indicating that the Plaintiff had not even started efforts to re-let the premises. In fact, the Plaintiff’s ledger clearly indicates that the Plaintiff did not incur costs or engage in cleaning efforts or begin releasing efforts until the end of November 2019.

By its own terms, the very lease agreement that the Plaintiff argues the Defendants breached also contains and creates the salient and genuine issue of material fact that would render summary judgment inappropriate. That is, if the landlord did *not* use reasonable efforts to rent the dwelling unit, then the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. The Defendants have all raised exception or questions as to the reasonableness of the Plaintiff’s efforts to re-let the premises, and the Plaintiff’s own records submitted to the Court contain issues of material fact that would support the Defendants’ arguments that the lease was terminated or that the abandonment was accepted by the Plaintiff. When viewed in conjunction with the Plaintiff’s own evidence, the lease agreement itself creates the genuine issue of material and disputed fact for which further development before a trier of fact is the appropriate remedy, and not summary judgment.

2) The Form 4 Order is unclear as to what particular facets of the Plaintiff's case summary judgment applies. If the judgment is solely to the issue of whether the Defendants were in breach of the lease agreement, then the undersigned would respectfully crave reference the preceding paragraphs of this Motion that establishes a genuine issue of material fact exists as to whether the lease was terminated or the abandonment was accepted. If the judgment extends to issues of damages, then the same is unclear as to the amount, whether the Plaintiff adequately mitigated, whether the Defendants are jointly or severally liable, and whether the Plaintiff acted in good faith or contributed to its own damages. For these reasons, this Defendant would respectfully request that the Court alter, amend, or reconsider its Order and issue an Order denying Plaintiff's summary judgment, or alternatively setting forth findings of fact and conclusions of law sufficient to permit the Defendants to preserve the record.

For the foregoing reasons, this Defendant respectfully request that the Court withdraw its Form 4 Order granting summary judgment and allow this case to be decided on the merits, or alternatively altering or amending the judgment as more fully provided above.

s/ Andrew T. Shepherd  
Shepherd Law Firm, LLC  
204 Brighton Park Blvd., Suite B  
Summerville, SC 29486  
(843) 900-3575  
andrew@sheplawfirm.com  
S.C. Bar No.: 76859  
*Attorney for Hannah Glickman*

May 2, 2022

|                                  |   |                                    |
|----------------------------------|---|------------------------------------|
| STATE OF SOUTH CAROLINA          | ) | COURT OF COMMON PLEAS              |
|                                  | ) |                                    |
| COUNTY OF CHARLESTON             | ) | CASE NO. 19-CP-10-06387            |
|                                  | ) |                                    |
| FAIRFIELD 132 SMITH STREET, LLC, | ) |                                    |
|                                  | ) |                                    |
| Plaintiff,                       | ) |                                    |
|                                  | ) | <b>THE SURFACE DEFENDANTS'</b>     |
| vs.                              | ) | <b>NOTICE OF MOTION AND MOTION</b> |
|                                  | ) | <b>FOR RECONSIDERATION AND</b>     |
| HALEY SURFACE, HANNAH GLICKMAN,  | ) | <b>REHEARING</b>                   |
| JILL SURFACE and DIANE GLICKMAN, | ) |                                    |
|                                  | ) |                                    |
| Defendants.                      | ) |                                    |
| _____                            | ) |                                    |

**TO: THE HONORABLE BENTLEY PRICE:**

On April 19, 2022, the Court, Judge Price presiding, held an in-person hearing on the Plaintiff's motion for summary judgment. On April 22, 2022, the parties received electronic notice that the Court had granted the motion. The Court has issued a Form 4 Order with no findings of fact or conclusions of law.

Defendants Jill Surface and Haley Surface respectfully assert that the Court has erred and invoke Rules 52(b), 54, 56, 59 and 60, SCRPC in requesting that the Court cure this error by rescinding its Order and ruling that the Plaintiff's motion for summary judgment is denied.

**THE DEFENDANTS' DUTY TO SEEK RULINGS FROM THE COURT.**

In clarifying the law, we do not mean to dilute the important principle that all parties should raise all necessary issues and arguments to the lower court and attempt to obtain a ruling. . . .

The losing party must first try to convince the lower court it is has ruled wrongly and then, if that effort fails, convince the appellate court that the lower court erred. This principle underlies the long-established preservation requirement that the losing party generally must both present his issues and arguments to the

lower court and obtain a ruling before an appellate court will review those issues and arguments.

If the losing party has raised an issue in the lower court, but the court fails to rule upon it, the party must file a motion to alter or amend the judgment in order to preserve the issue for appellate review.

Imposing this preservation requirement on the appellant is meant to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments. The requirement also serves as a keen incentive for a party to prepare a case thoroughly. It prevents a party from keeping an ace card up his sleeve—intentionally or by chance—in the hope that an appellate court will accept that ace card and, via a reversal, give him another opportunity to prove his case.

I'on, LLC v. Town of Mt. Pleasant, 338 S.C. 406, 526 S.E.2d 716 (2000) (citations omitted).

With these principles in mind, the Surface Defendants will cast their motion for reconsideration in the form of questions.

**A. What is this judgment?**

Neither the Plaintiff's motion nor memorandum set forth a definitive sum of money that it was seeking, and the Court's Form 4 does not award the Plaintiff any amount of money. The Surface Defendants pointed the Court to the fact that the Plaintiff's documents and calculations do not allow the Court to calculate any reliable amount of damages.

The Plaintiff's own memorandum states that a required element of its claim is damages proximately caused by the Defendants. The Plaintiff did not ask for a partial summary judgment as to liability. The Court's Order simply says that summary judgment is granted.

If the Court's intent was to grant partial summary judgment, which was not requested by the Plaintiff and to which the Surface Defendants object, then the procedure would be for discovery to ensue and a trial to be held on the damages.

It would be for a jury to decide damages. Defendant Jill Surface filed a motion for relief from default on July 14, 2021. That motion asked the Court to allow her to file her answer and to place this case on the jury trial roster. The Honorable Jennifer McCoy, on October 1, 2021, granted the motion *in toto*. “There is a long-standing rule in this State that one judge of the same court cannot overrule another.” Charleston Cty. Dep't of Soc. Servs. v. Father, 317 S.C. 283, 454 S.E.2d 307, 310 (1995); accord, Sauner v. Pub. Serv. Auth. of S.C., 354 S.C. 397, 581 S.E.2d 161, 168 (2003); Tisdale v. Amer. Life Ins. Co., 216 S.C. 10, 56 S.E.2d 580 (1950); Dinkins v. Robbins, 203 S.C. 199, 26 S.E.2d 689 (1943); Sellers v. Nicholls, 432 S.C. 101, 851 S.E.2d 54 (Ct. App. 2020).

Not surprisingly, researching the definition of “judgment” under South Carolina law yields a lot of hits, not many of which are particularly helpful. The civil rules provide some guidance: “‘Judgment’ as used in these rules includes any decree or order which dismisses the action as to any party or finally determines the rights of any party.” Rule 54(a), SCRCP.

The Court’s Order in this case awards no damages and does not finally determine the rights of the parties. The Court cannot award damages because the Plaintiff cannot reliably prove damages.

**B. What standard of review has the Court applied?**

Has the Court determined that the Defendants have not submitted even a mere scintilla of evidence in opposition to the Plaintiff’s motion?

Has the Court viewed the evidence and *all inferences which can be reasonably drawn therefrom* in the light most favorable to the Defendants?

**C. What is a “co-signer”?**

Has the Court defined “co-signer” even though the lease and the Residential Landlord Tenant Act do not?

What is that definition?

**D. Has the Court concluded that the Plaintiff mitigated its damages?**

If so, the Court has concluded that it was reasonable for the Plaintiff to not re-let Unit 5 between August 1, 2019 and mid-February, 2020. A Plaintiff which used the high-demand for student housing to coerce the Defendants into extending their lease by a year.

“The reasonableness of actions to mitigate damages is ordinarily a question for the jury.” McClary v. Massey Ferguson, Inc., 291 S.C. 506, 354 S.E.2d 405 (Ct. App. 1987) (“it is inferable that the jury considered mitigation and declined to award the \$17,000 sought for losses occurring after 1984.”) “Since the evidence of value was in conflict, it was for the jury, not the court, to decide the question of failure to mitigate. . . . The evidence provided no basis for the court to hold, as a matter of law, that the Bannons unreasonably failed to mitigate damages. That question was properly submitted to the jury.” Bannon v. Knauss, 282 S.C. 589, 320 S.E.2d 470 (Ct. App. 1984).

**E. Has the considered the issues of abandonment, termination and acceptance?**

The lease itself, at Paragraph 20, provides: “If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment.”

The unnamed document lists “Total Clean Up and Abandonment Costs.” When did the abandonment occur? Haley Surface’s affidavit establishes that the Plaintiff relieved her of any responsibility for finding a new tenant on August 27, 2019.

**F. Has the Court concluded that the Plaintiff acted in good faith?**

“There exists in every contract an implied covenant of good faith and fair dealing.” Tharpe v. GE Moore Co., 254 S.C. 196, 174 S.E.2d 397 (1970), citing Commercial Credit Corp. v. Nelson Motors, Inc., 247 S.C. 360, 147 S.E.2d 481 (1966). While every contractual dispute involves the implied duty of good faith and fair dealing, residential landlord tenant disputes involve a statutorily mandated duty. “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.” S.C. Code § 27-40-220.

“Factual inquiries, such as whether the defendants acted in good faith . . . are generally left in the hands of the jury to determine . . .” Swinton Creek Nursery v. Edisto Farm Credit, 334 S.C. 469, 514 S.E.2d 126, 134 (1999).

Haley Surface’s affidavit, and the Plaintiff’s own statements, establish that the Plaintiff exerted undue influence on these 20-somethings to sign up for another full year 6 months before the expiration of their lease.

**V. CONCLUSION.**

The Surface Defendants are entitled to every inference from the facts in this record. A clear inference is that the Plaintiff is casting the expense of renovations onto the backs of two

young college students and their mothers. Unit 5 was the last unit in the Mustard Mansion to be renovated; it was a wreck when the Defendants moved in and no worse when they moved out.

The Plaintiff's poorly written lease and unsworn, higgledy-piggledly damages documents create rather than resolve issues of fact.

Finally, application of South Carolina law to these contested facts makes summary judgment inappropriate on this record.

The Surface Defendants respectfully request that the Court withdraw its Form 4 Order granting summary judgment and allow this case to be decided on the merits by a jury.

/s Sean K. Trundy

Sean K. Trundy

Sean Kevin Trundy, LLC

Post Office Box 1275

Charleston, SC 29402

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**ATTORNEY FOR DEFENDANTS JILL  
SURFACE & HALEY SURFACE**

April 29, 2022

Charleston, South Carolina

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

**RECEIVED**

**Sep 15 2022**

**SC Court of Appeals**

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Bentley Price, Circuit Court Judge

---

Case No. 19-CP-10-06387

---

Fairfield 132 Smith Street, LLC,

Respondent,

v.

Haley Surface, Hannah Glickman, Jill Surface, and Diane Glickman,

Defendants,

of whom

Haley Surface and Jill Surface are

Appellants.

---

**NOTICE OF APPEAL**

---

Haley Surface and Jill Surface hereby appeal the order of the Honorable Bentley Price dated August 17, 2022. Appellants received written (electronic) notice of entry of this order on August 17, 2022.

/s Sean K. Trundy  
Sean K. Trundy  
SC Bar # 8926  
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**ATTORNEY FOR APPELLANTS  
HALEY SURFACE AND JILL  
SURFACE**

Charleston, South Carolina  
September 14, 2022

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

**RECEIVED**

**Sep 15 2022**

**SC Court of Appeals**

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Bentley Price, Circuit Court Judge

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Case No. 19-CP-10-06387

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Fairfield 132 Smith Street, LLC,

Respondent,

v.

Haley Surface, Hannah Glickman, Jill Surface, and Diane Glickman,

Defendants,

of whom

Haley Surface and Jill Surface are

Appellants.

---

CERTIFICATE OF SERVICE

---

The undersigned hereby certifies that a true and correct copy of the Appellants' Notice of Appeal was served via electronic mail this 15<sup>th</sup> day of September, 2022 upon:

Matthew Z. Kelly, Esq.  
Oyster Road Law Firm, LLC  
751 Johnnie Dodds Blvd., Ste. 200  
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[mkelly@oysterld.com](mailto:mkelly@oysterld.com)

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**Attorney for Defendant Hannah Glickman**

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/s Sean K. Trundy

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

**RECEIVED**

**Sep 16 2022**

**SC Court of Appeals**

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Bentley Price, Circuit Court Judge

---

Case No. 19-CP-10-06387

---

Fairfield 132 Smith Street, LLC,

Respondent,

v.

Haley Surface, Hannah Glickman, Jill Surface, and Diane Glickman,

Defendants,

of whom

Hannah Glickman is,

Appellant.

---

**NOTICE OF APPEAL**

---

Hannah Glickman hereby appeals the order of the Honorable Bentley Price dated August 17, 2022. Appellants received written (electronic) notice of entry of this order on August 17, 2022.

s/ Andrew T. Shepherd  
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**ATTORNEY FOR APPELLANT  
HANNAH GLICKMAN**

Summerville, South  
Carolina September 16, 2022

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

**RECEIVED**

**Sep 16 2022**

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

**SC Court of Appeals**

Bentley Price, Circuit Court Judge

Case No. 19-CP-10-06387

Fairfield 132 Smith Street, LLC,

Respondent,

v.

Haley Surface, Hannah Glickman, Jill Surface, and Diane Glickman,

Defendants,

of whom

Hannah Glickman is

Appellant.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Appellant's Notice of Appeal was served via electronic mail this 16<sup>th</sup> day of September, 2022 upon:

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**Attorney for Defendants, Haley  
Surface and Jill Surface**

astrundy@agifttomyheirs.com

s/Andrew T. Shepherd

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| State of South Carolina         | ) | Court of Common Pleas     |
|                                 | ) | Ninth Judicial Circuit    |
| County of Charleston            | ) | Case No. 2019-CP-10-06387 |
|                                 | ) |                           |
| Fairfield 132 Smith Street LLC, | ) |                           |
|                                 | ) |                           |
| Plaintiff,                      | ) |                           |
|                                 | ) |                           |
| -vs-                            | ) | Transcript of Record      |
|                                 | ) |                           |
| Haley Surface, et. al.,         | ) |                           |
|                                 | ) |                           |
| Defendants.                     | ) |                           |
|                                 | ) |                           |

April 19, 2022  
Charleston, South Carolina

B E F O R E:

The Honorable Bentley Price, Judge

A P P E A R A N C E S:

Matthew Kelly, Esquire  
Attorney for the Plaintiff

Sean Trundy, Esquire  
Attorney for the Defendants Haley and Jill Surface

Andrew Shepherd, Esquire  
Attorney for the Defendant Hannah Glickman

Proceedings taken down electronically

Transcribed by:  
Krystal J. Smith  
Official Circuit Court Reporter III

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I N D E X

| <u>WITNESS/DESCRIPTION</u>        | <u>PAGE NUMBER</u> |
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| Court Reporter Certification..... | 21                 |

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(No Exhibits Entered)

COURT REPORTER LEGEND

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| dashes   | --    | intentional or purposeful interruption |
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1 APRIL 19, 2022

2 (WHEREUPON, the proceedings began at 10:35 a.m.)

3 MR. TRUNDY: Your Honor? Judge Price?

4 THE COURT: Yes, sir.

5 MR. TRUNDY: May it please the Court.

6 THE COURT: Sure.

7 MR. TRUNDY: I'm Sean Trundy and with Matt Kelly and Andy  
8 Shepherd. We are actually listed ahead of this motion.

9 THE COURT: Okay.

10 MR. TRUNDY: And would ask that we go first. It will  
11 probably be a lot shorter.

12 THE COURT: Sure. Come on up.

13 MR. TRUNDY: Is that okay?

14 THE COURT: Sure.

15 MR. TRUNDY: Thank you.

16 THE COURT: All right. What have y'all got? Because the  
17 docket is all -- we don't know who is going when, where, and  
18 how.

19 MR. KELLY: Good morning, Your Honor. Matt Kelly for the  
20 plaintiff, Fairfield 132 Smith Street LLC.

21 We have a motion for summary judgment today. Fairfield  
22 Smith Street or Fairfield 132 Smith Street is a landlord of a  
23 --

24 THE COURT: Give me one second. Let me find it on here.

25 MR. KELLY: Sure.

1 THE COURT: It's 10:30?

2 MR. KELLY: Yes, sir.

3 THE COURT: And what is -- who do you represent?

4 MR. KELLY: Fairfield 132 Smith Street.

5 THE COURT: What number is that?

6 MR. KELLY: It is 2019-CP-10-06387.

7 THE COURT: Got it. All right.

8 MR. KELLY: It's plaintiff's motion for summary judgment.

9 The plaintiff is a landlord of a large multifamily unit. I

10 think it's 12+ units, primarily to college students.

11 In January of -- do you have a copy of our memo, Your

12 Honor?

13 THE COURT: She has to do it.

14 MR. KELLY: Okay.

15 THE COURT: Give me one second.

16 MR. KELLY: We emailed it over yesterday.

17 THE COURT: Yeah. She -- she gets them and then sends

18 them to me.

19 MR. KELLY: So this stems from a residential lease

20 agreement that was executed January 23rd of 2019. The initial

21 term of that was to run from August 1st, 2019, through the

22 31st day of July, 2020. At the time of execution, the

23 defendants in this matter were already in possession of the

24 unit. They were already living there. This was a lease

25 renewal.

1       They then started communicating sometime I want to say in  
2 May, maybe even earlier than that, about a -- May 22nd, 2019,  
3 through August 27th of 2019, that they didn't want the lease  
4 anymore. Our property manager said, okay, that's fine, just  
5 find other tenants. The lease also gave the provision of,  
6 hey, if you want to hand this over to the property management  
7 to take over and do it for you, that's fine. There's a fee  
8 involved with that.

9       Instead, what the tenants decided to do -- and I don't  
10 know how they reached this conclusion because we have the  
11 emails that show it's explained to them. They decided that  
12 they were going to give 30 days' notice and then move out and  
13 abandon the premises. They broke the lease.

14       And so since that time, we've been trying to work with  
15 them to say, hey, you owe us the damages, the costs between  
16 having to relet this premises. They left it. They  
17 disconnected the utilities, which the lease required them to  
18 keep hooked up and then transfer over to the management  
19 company because in August if you leave an apartment un-air-  
20 conditioned, you end up dealing with mold, mildew, all that  
21 kind of stuff. They did not clean it out, which they were  
22 required to do.

23       And so to date they haven't offered a defense. An  
24 affidavit was submitted by Haley Surface. It's 8 pages long.  
25 It includes a lot of interesting excuses and anecdotal asides,

1 but it doesn't say this is why I don't have to pay the lease.  
2 The parties to this lease were not only the two tenants,  
3 Hannah Glickman and Haley Surface, but also their parents.  
4 Their parents signed as cosigners in order -- because both of  
5 these young women are students, you know, next to nothing  
6 income. So to make it through the screening process, you  
7 know, the property management group regularly has parents sign  
8 as cosigners.  
9 THE COURT: And they left in what month?  
10 MR. KELLY: They left in August.  
11 THE COURT: Of?  
12 MR. KELLY: 2019.  
13 THE COURT: And the lease was to run out July 31st of  
14 2020?  
15 MR. KELLY: That is correct.  
16 THE COURT: So how many months was it vacant?  
17 MR. KELLY: Give me just a second, Your Honor. I know  
18 initially we had an issue of -- Your Honor, I'm not sure off  
19 the top of my head.  
20 THE COURT: I guess my question is what's the damages?  
21 MR. KELLY: Oh, the damages.  
22 THE COURT: Meaning if somebody rented it the next week  
23 and all y'all had to do was --  
24 MR. KELLY: It wasn't. It took months.  
25 THE COURT: Okay.

1 MR. KELLY: We had to have two cleaning crews go in. We  
2 had to -- I mean the fridge had to be taken out and replaced.  
3 They left all their things there. We have pictures of it all.

4 Originally, this matter was scheduled for a damages  
5 hearing before Judge McCoy. She continued it because the  
6 defendants were all *pro se* at the time.

7 At the time, Ms. Surface tried to say she didn't  
8 understand, and Judge McCoy rightfully said how old are you?  
9 Were you over the age of 18 when you signed this? And again,  
10 her mother sign it too. Not only that, Ms. Surface is a long-  
11 time tenant. These are her three previous leases. So not  
12 only had she been in that particular unit at a time, she was  
13 familiar with the leasing process.

14 THE COURT: All right.

15 MR. KELLY: We believe we're entitled to summary judgment  
16 as we hit all three elements. There's a valid contract, there  
17 was a breach by the defendants, and it caused damage to the  
18 plaintiff.

19 In our initial complaint, we alleged -- let's see. It  
20 looks like it was they failed to pay rent for October --  
21 August, September, October, November, and December, totaling  
22 \$16,375 in rent that was owed. In addition, there's \$380  
23 worth of late fees, and then there was at least -- and this  
24 was -- at that time there was \$5,850 in damage caused as well.

25 And then when we put together the damages packet on it,

1 it's one of those things where, you know, we filed this  
2 relatively quickly once we were able to get it relet, and then  
3 in our damages packet that I think the defendants tried to  
4 submit as an exhibit to this, we had everything put together.

5 I asked the property manager at the time to give me just  
6 basically, hey, what's everything you have to date so we can  
7 file a verified complaint because a lot of these cases nobody  
8 shows up. And then once they did, it was, like, okay, well,  
9 great, let's do a damages hearing.

10 So we would ask for summary judgment on this, and that  
11 the Court also grant the damages either that we've prayed for  
12 in our relief or that a damages hearing be scheduled in the  
13 future to determine the exact amount. That way we can bring  
14 in the property manager as well.

15 THE COURT: All right.

16 MR. KELLY: Thank you, Your Honor.

17 THE COURT: All right. What would you like to tell me?

18 MR. SHEPHERD: I'm going to let you go first.

19 MR. TRUNDY: All right. May it please the Court, Your  
20 Honor. I'm Sean Trundy. I'm here on behalf of Jill Surface  
21 and Haley Surface.

22 Summary judgment should not be -- -- should not be  
23 granted on this record because of numerous genuine issues of  
24 material fact. That if the Court has had a chance to read our  
25 memoranda and Haley Surface's affidavit, please let me know

1 because I don't want to belabor things, but we didn't get them  
2 to you until yesterday, so I'm going to guess not.

3 This building, this complex at 132 Smith Street is  
4 infamous. It was built in the 1800s. It's been college  
5 student housing for decades. Each of the four buildings I'm  
6 told by the kids are named after condiments. This yellowish  
7 one is called the Mustard Mansion. It was old and decrepit  
8 when my client moved in, and it was in no worse shape when she  
9 moved out.

10 Here are just some of the genuine issues of material  
11 fact. Well, before I even get to those, all that this Court  
12 -- so the plaintiff is moving for summary judgment. The only  
13 sworn evidence before this Court on behalf of the plaintiff is  
14 the verified complaint, and that attaches the lease and that  
15 attaches a one-page damages document.

16 I did file as an exhibit to my memorandum yesterday the  
17 48 pages of damages packet that the plaintiff had earlier not  
18 filed but sent to my client. So it's documents by them.  
19 Those are not sworn.

20 So our position is they can rely in pursuing summary  
21 judgment only on sworn evidence, which is what's in the  
22 complaint and the lease and a one pager of damages, but  
23 nothing else. We can create genuine issues of material fact  
24 by using documents that they've given you.

25 Now, the first issue of material fact is cosigner.

1 That's Jill Surface, my client Haley's mom. Jill is also my  
2 client. Cosigner is not defined in this lease. It has -- to  
3 my research, it has no independent legal definition.  
4 Guarantor does. That's a legal term where it's applied by  
5 statute, not cosigner.

6 So here we have no definition of what the cosigner has to  
7 do and has not to do, and in the plaintiff's memorandum filed  
8 yesterday we got a new spin on what cosigner means. The  
9 plaintiff yesterday wrote that the parents, Jill and Mrs.  
10 Glickman, breached their duties once the kids stopped paying.  
11 Well, the lease doesn't say that, and so there's -- there's an  
12 internal question within the lease itself that prevents  
13 summary judgment.

14 Issues number two. As the plaintiff pointed out in its  
15 memorandum yesterday, the third element of a breach of  
16 contract action is damages proximately caused by the  
17 defendants. Well, the -- again, there's only one sworn damage  
18 statement in front of the Court, but then when we look at the  
19 48 pages of the damages packet, there are questions galore and  
20 it morphs a little bit into a point that the Court was  
21 bringing up, and that is mitigation. Not only does the common  
22 law require mitigation, the lease itself requires mitigation  
23 in plain language.

24 And so these students moved out on July 31 of 2019.  
25 Nothing -- the landlord did nothing until it replaced the

1 refrigerator on October 18, and so that's one, two -- two and  
2 half months where the landlord does nothing, just sits back on  
3 its haunches.

4 And then it does nothing again for another month until  
5 November when it sends in a man whose first name is Luigi, and  
6 we have a document. Here's another genuine issue of material  
7 fact. It's called an estimate. It's called an invoice. It's  
8 called a statement. We don't know if he actually did the  
9 work, was he actually paid or anything.

10 Then another cleaner goes in, and so it looks like  
11 they're doubling up on -- Luigi says I'm doing the whole house  
12 cleaning and then Ms. Shannon Wakefield or Wakeland says I  
13 would charge \$800. Question of fact, she said I would. We  
14 have no check. We don't know if she did it or if it was paid.

15 But the bigger issue on mitigation is there we have two  
16 months. No, I'm sorry. We have from August 1 until November  
17 18 before the unit is even touched by the landlord, and then I  
18 believe it is February of 2020 when they finally get a new  
19 tenant in, and that's six months after my clients -- my  
20 clients and Mr. Shepherd's clients left.

21 More questions of fact. This is cited on page 8 of our  
22 memorandum. Paragraph 20 Of the lease itself says if landlord  
23 fails to use reasonable efforts to rent the dwelling unit at a  
24 fair rental or if the landlord accepts the abandonment as a  
25 surrender, the rental agreement is considered to be terminated

1 by the landlord as of the date the landlord has notice of the  
2 abandonment. First issue of material fact in that, what is a  
3 fair rental? That's a question of fact for the jury.

4 Second, accepting as abandonment. On August 27, 27 days  
5 after these young girls left the unit, the property manager  
6 emails them and says we're taking over responsibility for  
7 finding a new tenant. So questions of fact galore regarding  
8 mitigation and abandonment.

9 Now, the application of hybrid questions of law and fact.  
10 We have to -- this case is governed by the South Carolina  
11 Landlord Residential -- Residential Landlord Tenant Act, which  
12 imposes a statutory duty of good faith and fair dealing. Of  
13 course, the common law imposes that on every contract. This  
14 one it's statutorily.

15 These -- the landlord in this case had these kids signed  
16 up through July 31 of 2019. In December, seven months prior  
17 to that, they start pressuring them to renew the lease, to  
18 extend it for another year, saying this housing market is so  
19 hot that demand exceeds supply amongst students and if you  
20 want to keep this, you need to re-up for another year.

21 Well, that statutory duty of good faith and fair dealing  
22 has to be applied here, and we believe -- and remember, of  
23 course, Your Honor, as the Court knows, the defendants are  
24 entitled to every inference that arises from all of the facts  
25 so that even if -- and plenty of facts are contested here, but

1 even if they weren't, if the inferences are contested, summary  
2 judgment is inappropriate, and we're going to present a case  
3 that says this lease properly ended when it first said it was  
4 going to end, July 31, because the inference is this landlord  
5 wanted to re-up these kids because it's easier to borrow money  
6 we know from a business standpoint on longer leases.

7 Another inference/hybrid question of fact. The lease  
8 itself provides a 90-day out clause for the landlord. It  
9 doesn't provide it for the tenant. Now, I don't know that --  
10 I cannot represent and do not represent to the Court that the  
11 Residential Landlord Tenant Act forbids that where it's so  
12 heavy-handed on one side, not even, but the duty of good faith  
13 and fair dealing might, in fact -- might, in fact, prevent  
14 that.

15 So, Your Honor, in short, Haley Surface has presented an  
16 affidavit. There are numerous genuine issues of material fact  
17 here. And when we apply the applicable law, this record I  
18 respectfully submit is not appropriate for summary judgment.

19 THE COURT: All right. Thank you, sir.

20 MR. TRUNDY: Thank you, Your Honor.

21 MR. SHEPHERD: Your Honor, Andrew Shepherd. I'm here on  
22 behalf of Hannah Glickman.

23 A couple of points. Ms. Hannah Glickman and her mother,  
24 Diane Glickman, they answered the complaint in January of 2020  
25 after being served. They were not in default prior to any of

1 the prior proceedings. I am only representing Hannah. She  
2 was the resident in the property with Ms. Surface and some  
3 other folks.

4 The scintilla in this case, the scintilla of evidence,  
5 the question of fact for my client lies in she renews this  
6 lease in I believe December or January, January of 2019. May  
7 22nd of 2019, she notifies the landlord through the property  
8 manager, and these emails are replete throughout the damages  
9 packet -- they were included with my client's answer -- that  
10 she's not going to be able to continue this lease. She's not  
11 going to be able to re-up the lease and stay there beginning  
12 with the new term in August. She's lost her scholarships,  
13 etc.

14 She goes to try to find other individuals to fill the  
15 space, asking the landlord's representative what do I have to  
16 do, what's required. The landlord's representative is  
17 reporting you've got to do this, you've got to do that, you've  
18 got to pay this fee, find us somebody.

19 August 27th, an email from the landlord's representative,  
20 the property manager, after numerous emails between these  
21 parties over the summer says what's going on with the  
22 property, there's nobody there, the utilities are off. My  
23 client, which is included in the exhibits that were filed by  
24 the plaintiff, responds to the landlord's representative that  
25 I told you in May that I gave you my 30-day notice.

1 My client takes the position that she terminated the  
2 lease. There is no question that she did not make payments  
3 under this lease agreement to the landlord. There's no  
4 question that she signed the lease. The question is do we  
5 have a surrender, do we have a termination that was accepted  
6 by the landlord.

7 Paragraph 20 of the lease is our genuine issue of  
8 material fact to be decided, and that boils down to if the  
9 landlord fails to use reasonable efforts to rent the dwelling  
10 unit at a fair rental or if the landlord accepts the  
11 abandonment as a surrender. There's a question. Did they  
12 accept it as a surrender or did they exercise proper due  
13 diligence in reletting this at a fair rental? What is a fair  
14 rental? That's to be decided by a trier of fact.

15 And then, of course, we do have the emails and from the  
16 damages packet submitted by the plaintiff an email from a  
17 cleaning service, Mrs. Wakeland, dated November 20th of 2019.  
18 Her response to the property manager in that email some three  
19 or four months after we have notice that this property is  
20 being vacated by the alleged tenants saying, wow, the cabinets  
21 are full of mold. This needs to be cleaned up. This is what  
22 I would charge.

23 So this property set for another three or four months  
24 after they had notice that these folks were out as of August.  
25 There's our issue. Was there reasonable effort to rent the

1 dwelling unit at a fair rental? And those are issues to be  
2 fleshed out at trial and not at the summary judgment stage.

3 It's my understanding that this motion is strictly is  
4 there a breach of the contract, and I believe that we have to  
5 determine was there a breach or is there a termination and an  
6 acceptance of a surrender.

7 THE COURT: All right.

8 MR. SHEPHERD: Thank you.

9 THE COURT: Anything in response?

10 MR. KELLY: Your Honor, yes.

11 All right. So I counted from Ms. Surface's attorney  
12 eleven different excuses, but not a single defense. Mr.  
13 Shepherd just said that he admits they didn't pay the rent.  
14 That's a breach of the lease.

15 And may I approach, Your Honor?

16 THE COURT: Sure.

17 MR. KELLY: So we have -- so let's see. So as on August  
18 27th no rent was paid. It says what's going on. Y'all  
19 haven't paid your rent, and on top of that -- actually, can I  
20 approach again, Your Honor?

21 THE COURT: Sure.

22 MR. KELLY: This is an email exchange. This is a  
23 continuation of the same chain. It says I gave my 30-day  
24 notice and in that our property manager explains you are  
25 attempting to exercise rights that belong to the landlord

1 under the lease as your own. A surrender in a 30-day notice  
2 only applies if the landlord accepts it.

3 In this case, it didn't. That was made clear in our  
4 Exhibit C. Between May 22nd, 2019, and August 27th, 2019, we  
5 said, hey, your ways out of this lease are find a new tenant.  
6 The lease provides a provision that you can pay a fee to the  
7 property management company, essentially the fee that the  
8 landlord would pay to relet it. The property management  
9 company will take it over.

10 In this, the property manager is responsive. They try to  
11 say -- Haley in her affidavit tried to say the property  
12 manager wouldn't work with me, but she brought one person.  
13 She emailed the property manager at 5:30 -- 6 o'clock on a  
14 Friday night. The property manager emailed her back first  
15 thing Monday morning. I think that's pretty responsive.

16 Overall, they have not presented a defense. This is four  
17 adults signing a lease that understand their responsibilities  
18 under it and then failed to perform and abandoned it. And as  
19 to the cleaning damages, you know, in this we had \$22,320  
20 worth of damages, including cleaning fees and then also the  
21 repairs and then also the amount of rent that was lost and  
22 owed.

23 Our property managers -- the reason they contact all  
24 these students ahead of time is because this is Charleston.  
25 We have CofC, MUSC, The Citadel, Charleston Southern, all

1 looking for housing in this area. The city does extra  
2 sanitation routes on August 1st because of the number of  
3 students that change housing on that. It's a practice that's  
4 known to everybody here.

5 So, of course, our property managers sit there because  
6 they know that it's primarily students living there and if  
7 they don't take efforts up front, we get into a situation like  
8 this where August 1st all the students that are looking for  
9 housing, they have housing, and then we are stuck with a dead  
10 point like this.

11 But again, that's not here or there. What's before this  
12 Court is a breach of the lease that is clear, and in this case  
13 there are eleven or twelve excuses presented in argument as to  
14 why they shouldn't have to pay it, but none of them are legal  
15 defenses.

16 So, Your Honor, we would ask for summary judgment.

17 THE COURT: All right.

18 MR. KELLY: Thank you.

19 THE COURT: All right. Let me take a look at the  
20 submissions and some of the back-and-forth, and then I will  
21 take it under advisement, but I'll give you an answer by the  
22 end of the day.

23 MR. KELLY: Thank you, Your Honor.

24 THE COURT: All right. You're welcome.

25 MR. SHEPHERD: Thank you, Judge.

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THE COURT: Absolutely.

(WHEREUPON, the proceedings ended at 10:56 a.m.)

--- END REQUESTED TRANSCRIPT ---

State of South Carolina           )  
                                               ) Certificate  
County of Florence                 )

I, the undersigned, Krystal J. Smith, Notary Public and Official Circuit Court Reporter III for the Twelfth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing pages, numbered 1 through 20, constitute a true, accurate, and complete Transcript of Record of all the proceedings had and evidence introduced in the hearing of the above captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina, on the 19th day of April, 2022, to the best of my ability based upon the audio and notes provided.

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

Krystal J. Smith

Court Reporter

Florence, South Carolina  
February 23, 2023

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**Nov 13 2023**

**SC Court of Appeals**

Certificate of Counsel

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. See Rule 210(g), SCACR.

/s/ Andrew T. Shepherd

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