

6. Defendant filed a Complaint in this Court for unlawful disconnection of utility services on October 24, 2023, which document is attached to this Answer and Motion to Dismiss as "Exhibit 4".

FOR A FIRST DEFENSE

7. Each and every allegation above is alleged as though restated verbatim herein.
8. Defendant does not meet the legal definition of a trespasser. She did not go into possession of the property without the consent of the owner because a Landlord-Tenant Relationship exists between Defendant and Plaintiff. Therefore, the provisions of S.C. Code §15-67-610 do not apply in this case. (See Exhibits 1 and 2)

FOR A SECOND DEFENSE

9. Plaintiff filed this case as an act of retaliation, after Defendant engaged in protected conduct as outlined in S.C. Code §27-40-910.
10. Defendant complained to Plaintiff regarding a violation of the S.C. Landlord-Tenant Act, unlaw cessation of essential services on October 23, 2023. (See: Exhibit 3)
11. Defendant filed a case in this court to compel restoration of those essential services on October 24, 2023. (See: Exhibit 4)
12. Plaintiff filed this action on October 30, 2023.

WHEREFORE, Ms. Wilson prays as follows,

- A. For this Court's order dismissing this lawsuit as improvidently bought under inapplicable statutory provisions.
- B. For this court to find that Ms. Wilson is not a trespasser because a landlord-tenant relationship exists between her and Plaintiff.
- C. For such other and further relief as this Court Deems just and proper.

Respectfully submitted,

By: 

Daniel Beasley
S.C. Bar No. 103970
320 S. Coit Street
Florence, S.C., 29501
(843) 413-9500
danielbeasley@sclegal.org

RESIDENTIAL LEASE AGREEMENT

**THIS LEASE AGREEMENT DATED SATURDAY,
MAY 13, 2023, BETWEEN:**

**Mrs. Willie Mae Reed
(THE LANDLORD)**

And

**Mayshell Wilson
(TENANT)**

**IN CONSIDERATION OF the Landlord Leasing
Certain premises to the tenant and other valuable
Consideration, the receipt and sufficiency of
Which consideration is hereby acknowledged, the
parties agree as follows:**

Leased Property

- 1. The Landlord agrees to rent to the tenant
the house municipally described as
6411 Summerton Highway
Manning, S. C. 29102 (The Property) for use
as residential premises only.**
- 2. Subject to the provisions of this lease,
apart from the tenant, no other persons
will live in the property without written
permission of the Landlord, except for:
Khadira English, daughter of the tenant.**
- 3. No guests of the tenant may occupy
the premises for more than one week,
without prior written consent from the
landlord.**
- 4. No Animals or pets are allowed in or on
the property.**
- 5. Subject to the provisions of this lease,
the Tenant is entitled to the exclusive
use of the following parking on or about
the property. (Inside of the gate)**
- 6. The Tenant and members of the Tenant's
Household, Khadira English, will not
smoke any where in the property, nor outside
of the property, nor permit any visitor or
guest to smoke in or outside of the premises.**



*deposit at an interest bearing
account solely devoted to security
deposits.*

16. *During the term of this lease or after
its termination, the landlord may
charge the tenant or make deductions
from the security deposit for any or
all of the following:*

A. *Repair of walls due to plugs
Large nails, or anything due to
Holes in the wall that caused
Painting.*

B. *Repainting due to any other
Damage caused by tenant.*

C. *Unplugging toilets, sinks, and
Drains.*

D. *Replacing damaged or missing
Doors, windows, screens,
Mirrors, or light fixtures.*

E. *Repairing cuts, damaged or
Water damage to linoleum,
Rugs and other areas.*

F. *Any other repairs or cleaning due
To any damage beyond normal
Wear and tear caused or permitted
By the tenant, or by any person
The tenant is responsible for.*

G. *The cost of extermination where the
Tenant or the tenant's guest allowed
Bugs, rats, roaches, mole, mold, or
Any insects into the building*

H. *Repairs and replacements required
Where doors and windows were left
Opened which have caused plumbing
To freeze, or water damage to floors
And walls.*

I *Replacement of locks, and keys to the
Property that is lost, and any administrative
Fees of replacement as a result of the
Tenant's misplacement of the keys.*

J. *and any other purpose allowed under
This lease or the "ACT"*

*For the purpose of this clause, the landlord may
Charge the tenant for professional cleaning
Or repairs if the tenant has not made
Alternate arrangements with the landlord.*

17. *The tenant may not use the security deposit
For payment of the rent.*

18. *The landlord may return the security
Deposit at the end of this tenancy, less
Such deductions as provided in this lease
But no deduction will be made for
Reasonable wear and tear, nor for any
Deduction prohibited by the "ACT"*

19. *Within the time period required by the
"ACT" or after the termination of this
Tenancy, the landlord will mail or
Deliver the security deposit, less any
Proper deductions or with further
Demand of payment to:
Mayshell Wilson*

INSPECTIONS

20. *The parties will complete and sign
An inspection report every six months
And at the end of this tenancy.*

21. *At all reasonable times during the
Terms of this lease, and any renewal
Of this lease, the landlord or its
Associate can enter the property to
Make inspections for the upkeep
Of the property and the premises.*

TENANT IMPROVEMENTS

22. *The tenant may make any and
Every improvement that is needed.*

23. *The tenant is responsible for payment
Of all utilities in relation to the property.*

INSURANCE

24. *The tenant is hereby advised and
Understands that the personal property
Of the tenant is not insured by the landlord
For either damage or loss for the benefit
Of the landlord, and the landlord assumes
No liability for any such loss.*

25. *The tenant is responsible for insuring the
Landlord's contents in or about the
Property for either damages or loss
For the benefit of the landlord.*

26. *The tenant is responsible for insuring
The property of the landlord for
Damage or loss to the structure,
Mechanical or improvements to the
Building or the property for the benefit
Of the parties. The insurance must
Include such risk as fire, theft,
Vandalism, flood and disaster.*

27. *The tenant is responsible for insuring
The property for liability insurance
For the benefit of the parties.*

28. *The tenant will provide proof of such
Insurance to the landlord upon
The issuance or renewal of such
Insurance.*

ATTORNEY FEES

29. *In event that any action is filed in
Relation to this lease, the unsuccessful
Party in addition to all of the sums
That either party may be called on to
Pay a reasonable sum for the
Successful party's attorney fees.*

GOVERNING LAW

30. *The lease will be construed in
Accordance with and exclusively
Governed by the laws of the state
Of South Carolina.*

SEVEREABILITY

31. *If there is a conflict between
Any provision of this lease and the
"ACT", the Act will prevail and such provisions
Of the lease will be amended or deleted
As necessary in order to comply with the Act.
Further, any provisions that are required
By the Act are incorporated into this lease.*

32. *The invalidity or unenforceability of any Provisions of this lease will not affect The enforceability of any other provision Of this lease. Such other provisions remain In full force and effect.*

AMENDMENT OF LEASE

33. *This lease may only be Amended or Modified by a written document executed By the parties.*

ASSIGNMENT OR SUBLETTING

34. *The tenant will not assign this lease or Sublet or grant any concession or license To use the property or any part of the Property. Any assignment, subletting, Concession, or license, whether by Operation of law or otherwise, will be void, And will, at landlord's option, terminate The lease.*

DAMAGE TO PROPERTY

35. *If the property should be damaged, other Than by the tenant's negligence, or of Willful act of the tenant's employee, friends, Family, agent, or visitor, the tenant is Responsible for rebuilding or repairing the Damage, or the lease may be terminated by The landlord with appropriate notice.*
36. *The tenant at its sole expense, keep and Maintain the property and appurtenances In good and sanitary condition and repair in The term of this lease, and any renewal of This lease.*
37. *Major repair of the property due to the negligence Of the tenant's employee, visitor, family, Or friend, will be the responsibility of The tenant.*
38. *In particular, the tenant will keep the Fixtures in the property in good order And repair and keep the furnace clean.*

*The tenant will, at tenant's sole expense
Make all required repairs to the plumbing,
Water, range, heating apparatus, electric
And gas fixtures whenever damages to
Such items are needed.*

*39. Where the property has its own driveway,
Carport, or cement, the tenant is responsible
For keeping it clean from debris, trash,
Dirt, snow and ice.*

*40. Where the property has its own garden
Or grass area, the tenant is responsible
For cutting, weeding, watering and fertilizing,
Reasonably.*

*41. The tenant will also perform the following
Maintenance in respect to the property:
Tenant is responsible for all and any
Maintenance.*

CARE AND USE OF PROPERTY

*42. Tenant will notify the Landlord of
Of any damaged done, but tenant
Is responsible.*

*43. The tenant will not engage in any
Illegal trade, drugs, or activity in
Or on the property.*

*44. The tenant will comply with standards
Of health, sanitation, fire, housing
And safety, as required by the law.*

*45. The tenant will use reasonable efforts
To maintain the property in such*

*Condition as to prevent the accumulation
Of moisture, mildew, and mold. The
Tenant will be responsible.*

*46. If the tenant will be away from the
Property more than four consecutive
Days, including vacation, the tenant
Must notify the landlord.*

*47. At the expiration and end of this lease,
The tenant must quit and surrender the
Property in good state and condition.*

RULES AND REGULATIONS

*48. The tenant will obey all the rules
And regulations of the landlord regarding
The property. No confrontations*

ADDRESS FOR NOTICE

*49. For any matter relating to this tenancy,
The tenant may be contacted at the
Property or through the phone number
Listed: Name: Mayshell Wilson
Number: (803)696-2617
Tenant must inform landlord if the
Phone number changes.*

*50. For any matter related to this tenancy,
Whether during or after this tenancy, has
Been terminated, the landlord's address
For notices is:
Mrs. Willie Mae Reed
1821 Lula Rd.
Summerton, S. C. 29148
(803)410-4763*

OPTION TO PURCHASE

*51. Provided the tenant is not currently
In default, in the performance of any term of
The lease, the tenant will have the option
To purchase, (The "OPTION") the property
For \$125,000.00 (The purchase price will
Not include rent paid.)*

52. *This option will only be exercised
At any time prior to it's expiration at
Midnight on Monday, November 13, 2023
Upon expiration of the option, the
Landlord will be released from all
Obligations to sell the property to the
Tenant. If the tenant does not exercise
The option to buy, prior to the date,
Rent will resume.*

53. *The option to buy will be sent to
The landlord by certified mail.*

54. *The tenant may not assign any
Rights under this option separately
From all of the tenant's other rights
Under this lease. No assignment may
Be made without the landlord's
Written consent.*

55. *The landlord warrants to the tenant
That the landlord is the legal owner
Of the property and has the legal right
To sell the property under the terms
Of this lease, giving tenant the first
Choice.*

56. *If option is exercised, the following
Provisions will be applicable:*

- a. *The tenant will take title to the
Property subject to any:*
- b. *Real Estate taxes due*

GENERAL PROVISIONS

57. *All monetary amounts stated or
Referred to in this lease are based in
The United States Dollar.*

58. *Locks may not be added or changed
Without written consent of the landlord
And keys provided to the landlord.*

59. *This lease constitutes the agreement
Between the landlord and tenant.*

60. *During the last 30 days of this lease,
The landlord has the right to display*

A "For Sale", "For Rent" or "Vacancy"
Sign on the premises.

61. Time is of the essence in this lease.

Mayshell Wilson

And

Khadira English

"Welcome to"

6411 Summerton Highway

Manning, S.C. 29102

IN WITNESS WHEREOF

Mayshell Wilson

And

Mrs. Willie Mae Reed

have duly affixed their signatures on this


Friday, May 19, 2023

LANDLORD


Mrs. Willie Mae Reed

TENANT

MAYSHELL WILSON


The tenant acknowledges receiving a copy
Of this lease signed and dated by the
Landlord and tenant on this May 19th
Day of
2023

Tenant


MAYSHELL Wilson

SOUTH CAROLINA EVICTION NOTICE

Date: October 25, 2023
Landlord: Willie Mae Reed
1821 Lula Rd.
Summerton, S. C. 29148

To: Tenant: Mayshell Wilson
6411 Summerton Hwy.
Manning, S.C. 29102

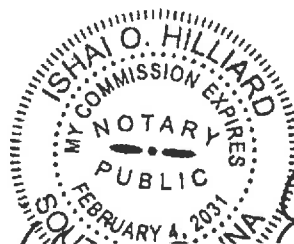
Pursuant to the provisions of RSA540:2, you are Hereby given an eviction notice and notice to vacate, on or before November 15, 2023, the premises and appurtenances owned by Willie Mae Reed of the City of Manning, In the County of Clarendon, South Carolina, Which premises are now occupied by you.

The reason for eviction notice is:

Your failure to comply with late fees when demanded Pursuant to RSA5402 II (a). A demanded promise to pay Late fees were promised by you to be paid on October 14, 2023 and you didn't comply to pay late fees of \$50 per day, as per our contract.

Pursuant to bill code 3944, you have failed to pay the Electricity Bill according to our agreement. The electricity bill which remained in my name Willie Mae Reed as a courtesy, and in good faith to you has been damaged. You did not meet the demands to have the electricity transferrin your name in the allotted time promised. The electricity has been shut off several times for non payment, and insufficient funds, which is a bad reflection and credit to my name, Willie Mae Reed.

You are hereby notified to vacate the premises by: 12:00 Noon, on Wednesday, November 15, 2023. Your not complying has put a strain on your good faith, and Stress on me. If you abide and vacate on or before the Enclosed date, November's rent will be void. If not, You will be required to submit November's rent. As of today, late fees are at a maximum of \$1,050. Therefore, there will be no recovery for a Security Deposit. DEFAULT ELECTRICITY NOTICES ARE ENCLOSED
Willie Mae Reed



Clarendon

Oct 23 2023

To Mrs Willie Mae Reed.

This handwritten letter is to Gene Spalding Office that of Mayshell when you went that reside at 6411 Summit Hwy Macon, GA. This is to notify you that you have work from or Oct 23 2023. To resolve my utilities in the house that I reside in on Quebec the Resiant paperwork to resolve it to my name Dr. To pay me my security 1st month and the full for the last 5 months included. My 1st pay on Oct 23, 2023. If nothing is done by 5:00pm I will resume with legal actions.

Mayshell when
803-696-2617

William A.

tabbles

EXHIBIT

3

STATE OF SOUTH CAROLINA)
)
COUNTY OF CLARENDON)
)
)
)

2023CV1410100758
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Mayshell Wilson
6411 Summerton Hwy
Manning, SC 29102
(803) 696-2617
PLAINTIFF(S)

RECEIVED

Aug 07 2024

SC Court of Appeals

Vs

Willie Mae Reed
1821 Lula Road
Summerton, SC 29148
DEFENDANT(S)

TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

Clarendon County Magistrate
102 South Mill Street
P O Box 371
Manning, SC 29102
Phone: (803) 435-8925
Fax: (803) 435-0885

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. **If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial.** If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:

Robin Lockman Hoody

JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

October 24, 2023



2023 0141010058

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

STATE OF SOUTH CAROLINA)

COUNTY OF Clarendon)

Mayshell Wilson)

PLAINTIFF)

411 Summerton Hwy)

STREET ADDRESS)

Manning SC 29102)

CITY, STATE ZIP)

803-656-2617)

TELEPHONE)

vs.)

Willa Mae Reed)

DEFENDANT(S))

1821 Lula Rd)

STREET ADDRESS)

Summerton SC 29148)

CITY, STATE ZIP)

803-410-4763)

TELEPHONE)

COMPLAINT

I, Mayshell Wilson the plaintiff in this civil action do make the following claims:

1. I believe the defendant, Willa Mae Reed, is a resident of Clarendon County, and resides at 1821 Lula Rd which is within Judge _____'s magisterial jurisdiction or this Complaint is properly filed in Clarendon County.

2. I make this complaint on the following:

Tenant Harassment, On Oct 13th the Landlord Willa Mae Reed had my service disconnected after they had been paid and reconnected, I also paid her \$700 rent on that day she has not had my services reconnected, she will not answer her phone nor will she show me any paperwork in order to have (Attached supplement if necessary.) them restored and pay (See Att

3. I believe, because of the above information, that I am entitled to and do request a judgment for \$ 7500⁰⁰ and/or other relief as below requested:

including any costs resulting in this action.

I state under penalty of perjury that the above is correct and truthful, except those based on my information and belief.

Dated: Oct 24th 2023

Mayshell Wilson
Signature of Plaintiff (or his attorney)

I have made attempts to speak with her in order to clear this up. But, she still will not respond, I have been without utility since Oct 13th, in spite of me paying her the rent on the 14th of the month as agreed and I paid what was left at Black river electric of \$800. She has never send me any paperwork for eviction, and ~~my~~ now I have lost all my food due to this.

1/2 mth Rent -	350. ⁰⁰	"
Oct 11/ Electric serv-	300. ⁰⁰	"
	395.⁰⁰	
Oct 11/ Black River	290. ⁰⁰	
Oct 18 Black River	15. ⁰⁰	
Water	-	
Oct 20th Black River	800. ⁰⁰	
Filing Fee	800. ⁰⁰	
Grocery	240. ⁰⁰	Food stamps
	120. ⁰⁰	- Dairy gone for grocery
Emotional Distress		
Missed days of work	232. ⁵⁰	Wages

Clarendon County Magistrate

Judge : Robin Carol Locklear-Moody

102 South Mill Street

Manning, SC 29102

Phone:(803) 435-8925 Fax:(803) 435-0885

DUPLICATE

Received From: Wilson, Mayshell
6411 Summerton Hwy
Manning, SC 29102

Date: 10/24/2023
Receipt #: 737345
Clerk: c14jmannin

Paying for: Self
Transaction Type: Civil Payment
Payment Type: Cash
Total Paid:

\$80.00
\$80.00

Reference #:
Comment:
Non-Refundable

You may check the status of your Clarendon case at:
<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2023CV1410100758	Mayshell Wilson VS Willie Mae Reed	\$80.00	\$80.00	\$0.00

Total Cases: 1 **\$80.00** **\$80.00** **\$0.00**