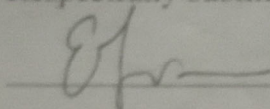


with lease. Despite making a payment prior to the court date, Appellant still had an overdue balance.

Judgment: Based on the court's analysis and interpretation of the credibility of the witnesses and their testimony, and the evidence presented by both parties, as outlined above, the court awarded Plaintiff a Writ of Ejectment.

Appeal: On or about April 11, 2024, Defendant filed a notice of appeal with the Magistrate's Court and the Circuit Court of Common Pleas (Case No. 2024-CP-07-0775).

Respectfully submitted,



Erin G. Vaux,
Beaufort County Magistrate

May 13, 2024
Bluffton, South Carolina

RECEIVED

Aug 12 2024

SC Court of Appeals

TENANT HISTORICAL LEDGER REPORT

Beaufort Housing Authority

Posting Date Range 10/1/2023 - 4/30/2024

Reference	Date	Group	Description	Amount	Cumulative Balance
MORRELL	LATASHA	L	12453 1 04 Unit: 148		
			Beginning Balance		-20.00
AC00111661	10/01/2023	RENT	RENT CHARGE	19.00	-1.00
RE00034347	10/03/2023	PAYMNT	PAYMENT	-120.00	-121.00
			October 2023		-121.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	-120.00	
AC00111996	11/01/2023	RENT	RENT CHARGE	19.00	-102.00
			November 2023		-102.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	0.00	
AC00112333	12/01/2023	RENT	RENT CHARGE	19.00	-83.00
			December 2023		-83.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	0.00	
AC00112670	01/01/2024	RENT	RENT CHARGE	19.00	-64.00
			January 2024		-64.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	0.00	
AC00113005	02/01/2024	RENT	RENT CHARGE	45.00	0.00
AR00179504	02/22/2024	MISC	Court		0.00
			February 2024		
			*Total AR Charges for Month:	64.00	
			*Total AR Credits for Month:	0.00	
AC00113329	03/01/2024	RENT	RENT CHARGE	50.00	19.00
WO00007658	03/01/2024	WKORD	WO # 55812	25.00	69.00
LC00027426	03/06/2024	LATECG	A/R LATE CHARGES		94.00
			March 2024		
			*Total AR Charges for Month:	94.00	
			*Total AR Credits for Month:	0.00	
AC00113661	04/01/2024	RENT	RENT CHARGE	50.00	144.00
			April 2024		144.00
			*Total AR Charges for Month:	50.00	
			*Total AR Credits for Month:	0.00	
			*Total AR Charges:	284.00	
			*Total AR Credits:	-120.00	
			Security Deposit Balance:	600.00	
				-20.00	
			***Total AR Beginning Bal.:	284.00	
			***Total AR Charges:	-120.00	
			***Total AR Credits:	144.00	
			***Total AR Ending Balance:		

Selection Criteria:

Tenant: 12453

PHA: All

Project: All

Termination Letter, and (Plaintiff's Exhibit 3) Tenant Historical Ledger. The appellant was presented with each piece of evidence and refused to review them. After being instructed multiple times that she had to verbally state whether she had an objection, Appellant stated that she had none. Mr. Hill testified that rent, in the amount of \$50.00/month was due on the 1st of the month. The lease agreement contains a provision in paragraph (15) that states that management may terminate the lease by giving written notice of termination of the lease. Appellant was served notice for her electricity being turned off in January. She was given (48) hours to turn her utilities back on. Upon failure to do so, she was served with a subsequent notice of termination. Additionally, Mr. Hill testified that Appellant failed to pay rent. The Lease contains conspicuous, written language on page (1) of the lease notifying tenants that upon failure to pay rent when due, an eviction will be filed without further written notice. Appellant failed to pay March or April rent at the time of filing of the eviction action. Mr. Hill did testify that Appellant paid \$50.00 prior to court, upon being served with the eviction, but she still carried a balance of \$94.00.

Appellant was given the opportunity to cross-examine Mr. Hill and refused. Upon the resting of Respondent's case, Appellant was also given an opportunity to present a defense or address the respondent's case and refused.

After hearing from all parties, the court found Respondent met their burden of proof as to the eviction action and that they were entitled to a Writ of Ejectment based on the nonpayment of rent.

After the Court's ruling in favor of the Appellant, Respondent began arguing with the Court. Even though her young child was in the courtroom with her yelling at her to stop, Appellant became disruptive and combative with the court and refused to follow any directions of the court or listen to any attempts to explain the procedures to her. She was eventually removed from the courtroom by the deputy due to her belligerence.

Appellant, then, emailed the court two days later and attempted to argue the merits of her case. She was instructed that the court was not taking any testimony/facts from the emails exchanged between the parties after the hearing. Appellant was instructed on move out procedures and how to file an Appeal, which she subsequently filed with the Circuit Court.

An appeal bond hearing was held on April 22, 2024 (see attached Order - Bond to Stay Execution on Appeal to Circuit Court). Once again, Appellant attempted to argue her case, even

STATE OF SOUTH CAROLINA)

BEAUFORT COUNTY)

Latasha Morrell and all others,)

Appellant,)

v.)

Beaufort Housing Authority,)

Respondent.)

IN THE COURT OF COMMON PLEAS
Appeal Case No. 2024CP0700775

MAGISTRATE'S COURT

Case No.: 2024CV0710300224

MAGISTRATE'S RETURN TO APPEAL

This matter is on appeal from the Magistrate Court of Beaufort County, South Carolina.

Plaintiff/Respondent filed an Application for Ejectment (Eviction) against the Defendant/Appellant on March 4, 2024. The matter was heard on April 8, 2024, and a writ of ejectment was granted. Plaintiff was represented by Alexandra Glunt, Esq., and Defendant was *pro se*. Defendant filed a Notice of Appeal on April 11, 2024. An Appeal Bond Hearing was held on April 22, 2024.

Contents of the Return: This Magistrate's Return to Appeal contains the following: original Magistrate Court's file (2024CV0710300224), recorded transcript of the hearings, as well as a brief history of the proceedings of the case.

A brief summary of the history of this case:

This action involves property located at 8 Southwood Park Drive, Apartment No. 148. The parties entered into a lease agreement beginning March 29, 2021, through February 28, 2022, which renewed yearly upon recertification.

Respondent presented testimony from one witness – Calvin Hill, Property Manager for Beaufort Housing Authority. Respondent submitted three (3) pieces of evidence, including: (Plaintiff's Exhibit 1) Lease Agreement, (Plaintiff's Exhibit 2) Notice of lease violation for utilities being turned off in January, Appointment notice for Annual Recertification, and

TENANT HISTORICAL LEDGER REPORT

Beaufort Housing Authority

Posting Date Range 10/1/2023 - 4/30/2024

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			***Total AR Credits:	144.00	
			***Total AR Ending Balance:		

Selection Criteria:

Tenant: 12453

PHA: All

Project: All

1009 PRINCE STREET
BEAUFORT, SOUTH CAROLINA 29902
(843) 525-7059
Fax (843) 525-7090 . TDD 1-800-735-2905

2 of 22

03/26/2024

LATASHA L. MORRELL
8 Southwood Park Drive Apt 148
Hilton Head Island, SC 29926-

This is to advise you that in accordance with the terms of your lease, a reexamination of your family has been completed and your rent will be adjusted, **effective April 1 2024**, by reason of re-calculating your Total Family Income or Family Composition as indicated below:


- (1.) New Rent will be **\$50.00** per month
- (2.) Likewise, in accordance with the terms of your lease, your Security Deposit will also be adjusted to **\$0.00** on the above effective date.
- (3.) Present Family composition: Adults 1 Minors 1
The following payments will be due on **April 1st 2024**,
New Rent = **\$50.00**
Retro-Active Rent = **\$0.00**
Annual Pet Fee = **\$0.00**
Security Deposit Adjustment = **\$0.00**

****Total amount due, EFFECTIVE April 1st 2024, will be: \$50.00**

This NOTICE OF RENT ADJUSTMENT is presented to you in accordance with the terms and conditions of your lease. Accordingly, this "NOTICE" shall be attached to and made part of your Dwelling Lease. All covenants, terms, and conditions of the Lease remain the same, except as to the Monthly Rental and Security Deposit which is adjusted as herein stated.

Sincerely,

BEAUFORT HOUSING AUTHORITY


Calvin Hill
Property Manager



