

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Appellate Case No. 2023-001598

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SC Court of Appeals

Karen Oliver.....Appellant,

v.

Charleston County Housing and Redevelopment Authority.....Respondent.

FINAL BRIEF OF RESPONDENT
CHARLESTON COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

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STATEMENT OF ISSUES ON APPEAL

- I. DID THE CIRCUIT COURT CORRECTLY APPLY THE SOUTH CAROLINA RULES OF EVIDENCE TO THE MAGISTRATE'S RULING REGARDING THE ADMISSIBILITY OF EVIDENCE AT THE MAGISTRATE LEVEL?
- II. WERE THE APPELLANT'S RIGHTS TO DUE PROCESS VIOLATED UNDER SOUTH CAROLINA LAW AND THE CONSTITUTION?

STATEMENT OF THE CASE

The Charleston County Housing Redevelopment and Authority's ("CCHRA") most recent Residential Dwelling Lease Agreement ("Lease") governing this matter was signed on April 11, 2019 by Karen Oliver ("Oliver" or "Ms. Oliver") for 1945 Ghana Street. Ret. of Mag.; R. p. 32-45. On August 11, 2022 CCHRA filed for an application of ejectment regarding Appellant. Ret. of Mag.; R. p. 01. The reasons for the application were for failure or refusal to pay rent when due and terms of the Lease were violated. *Id.* Specifically, the application identifies that Ms. Oliver continuously failed to pay rent. Ret. of Mag.; R. p. 25. Under Section 2 of the Lease, Appellant and CCHRA agreed to a rental amount of \$238.00 per month based upon a flat rent of \$1,477.00. Ret. of Mag.; R. p. 32-33. Section 2(A) states that "rent is due and payable in advance without notice on the first day of each month and is delinquent after the fifth day of each month. Ret. of Mag.; R. p. 33. The Lease acknowledges that "management shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of the lease." Ret. of Mag.; R. p. 39 (Lease 12(A)). This includes, "failure to make payments due under this lease or to fulfill obligations of resident set forth in this lease or for other good cause." *Id.* Based upon the Application for Ejectment, a rule to show cause hearing was scheduled in the lower matter on September 7, 2022. Ret. of Mag.; R. p. 01.

Prior to Ms. Oliver's case reaching Magistrate's Court, CCHRA held an informal hearing at the request of Ms. Oliver based upon a decision by the property manager to evict Ms. Oliver for violations of her Lease. Ret. of Mag.; R. p. 47. Based upon the results of the informal hearing, CCHRA's Ms. Stephanie Gladden filed an Application for Ejectment on August 9, 2022 with the Magistrate's Court. Ret. of Mag.; R. p. 28. Ms. Gladden submitted the form for "Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act. Ret. of Mag.; R. p. 29-

30. The Magistrate's Court sent out a Summons to Ms. Oliver on August 26, 2022 for a Bench trial to occur on September 7, 2022. Ret. of Mag.; R. p. 46.

On September 8, 2022, the Magistrate entered an order of eviction based upon the evidence presented at the Ejectment proceeding. Ret. of Mag.; R. p. 3. The same day, the Appellant filed her appeal with the Circuit Court. See Ret. of Mag.; R. p. 16. The appeal stopped the writ of ejectment and stayed the lower court case. The Appellant filed an appeal with the Circuit Court on the grounds the judge refused to listen or view a recording of an interview with CCHRA's chairman, Mr. Sandino Moses. Ret. of Mag.; R. p. 16. The court below denied use of the video on the grounds that it was not relevant. Plaintiff contends that the video evidence should have been allowed and that the Magistrate Court did not indicate "how videos are to be presented." Ret. of Mag.; R. p. 16.

As noted in the Magistrate's Return of October 13, 2022, a bench trial was held in reference to the Application for Ejectment filed by CCHRA. Ret. of Mag.; R. p. 1. CCHRA appeared at the hearing and presented seven Exhibits regarding the eviction process including:

- May 26, 2022 informal Hearing Notice;
- June 8, 2022 Informal Hearing Notice;
- July 5, 2022 Hearing Determination;
- May 1, 2019-April 30, 2020 Residential Dwelling Lease;
- May 1, 2022 Annual Reexamination;
- September 7, 2022 Tenant History; and
- September 7, 2022 Statement Balance Due of \$11,120.00.

Ret. of Mag.; R. p. 1. The Notice of the hearing gave the Appellant Form SCCA733B providing the instructions for eviction hearings including "it is the parties' responsibility to bring any witnesses or other evidence they want the court to consider." Ret. of Mag.; R. p. 1. The Appellant testified she had suffered loss of enjoyment of the premises and she was unable to sign a new lease because the property was below industry standard and she was not provided a breakdown of the

rent under the reexamination process. Ret. of Mag.; R. p. 3. Appellant admitted she had “not paid any amount of the rent that was due.” *Id.*

Based upon the documents, the Magistrate ruled from the Bench. Ret. of Mag; R. p. 3. The Magistrate stated the Appellant’s defenses were raised, but no evidence was provided to validate that CCHRA failed to provide one or more essential service. *Id.* Based upon those findings, the Magistrate entered an Order for Eviction. Ret. of Mag.; R. p. 3.

On September 8, 2022, Ms. Oliver appealed the Eviction, staying the eviction proceedings. Ret. of Mag.; R. p. 14. The matter was heard by the Honorable Bentley Price on May 31, 2023 in Charleston County, Circuit Court. Prior to the appeal, CCHRA filed a motion to dismiss the appeal with a memorandum in support. Judge Price found that Judge Waring did not abuse her discretion and denied Ms. Oliver’s Appeal. Ret. of Mag.; R. p. 59. On August 7, 2023, the Circuit Court issued an Order pursuant to South Carolina Rule of Civil Procedure 77 that the appeal from Magistrate’s Court was denied, affirming the matter below. R. p. 134. On September 22, 2023, Ms. Oliver filed a Notice of Intent to Appeal. R. p. 135. On February 2, 2024, the Court of Appeals notified Ms. Oliver that the transcript was overdue. R. p. 136-137. On February 9, 2024 Ms. Oliver informed the Court of Appeals of her intent to file the transcript from Circuit Court. R. p. 138-139. On March 1, 2024 Ms. Oliver E-mailed to the Court of Appeals, the Transcript from the May 31, 2023 hearing. R. p. 145. On March 6, 2024, Ms. Oliver filed her Designation of the Matter for the Appellant. R. p. 140-144. On March 13, 2024, The Court of Appeals informed Ms. Oliver that her designation of the matter had not been properly completed in accordance with SCACR 209(c). R. p. 146.

STATEMENT OF FACTS

Evidence was presented at the Magistrate's Court that Ms. Oliver was a tenant of 1945 Ghana Street, Johns Island, South Carolina 29455. Ret. of Mag.; R. p. 32. Ms. Oliver signed a lease with CCHRA on April 11, 2019 along with three dependents, Ret. of Mag.; R. p. 45. The Lease established that Rent "is due and payable in advance without notice on the 1st day of each month and is delinquent after the 5th day of the month." Ret. of Mag.; R. p. 33. In addition to the payment obligations, Ms. Oliver was required to "furnish accurate and complete information to Management as to household composition, income, net family assets, employment and allowance and reduction for use by Management to determine whether Resident is paying the appropriate amount of rent." Ret. of Mag.; R. p. 34. The Lease required Ms. Oliver to report, "any and all changes in family composition and family income ...in writing within 10 days of the damages. Ret. of Mag.; R. p. 34-35.

The Lease identifies "management shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of the lease." Ret. of Mag.; R. p. 39. This includes, "failure to make payments due under this lease or to fulfill obligations of resident set forth in this lease or for other good cause." *Id.* The Magistrate's Return identifies the eviction packet was served on Ms. Oliver which instructs tenants on eviction hearings, including a notice stating, "it is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones." Ret. of Mag.; R. p. 1.

At the hearing, CCHRA presented evidence it informed Ms. Oliver of its intent to evict her for nonpayment of rent and refusal to recertify, both requirements under the Lease. At the time of the hearing, Ms. Oliver's was delinquent by \$11,120.00 for non-payment of rent. Ret. of Mag.; R.

p. 57. Ms. Oliver presented her own evidence to the court, which was not objected to by CCHRA. Ms. Oliver also presented evidence outlining photographs showing the conditions of her home she alleged were below industry standards. Ret. of Mag.; R. p. 2. Ms. Oliver also presented unobjected evidence regarding her absence from the informal hearing process. Ret. of Mag.; R. p. 2. Ms. Oliver attempted to introduce video evidence to the court, to which CCHRA objected to its admissibility. Ret. of Mag.; R. p. 2. The Magistrate's Court sustained CCHRA's objection as to the video evidence. *Id.* The Magistrate's Return states that Ms. Oliver "proffered a recording on her laptop as an exhibit. Parties were allowed to confer regarding this recording outside the presence of the magistrate." *Id.* CCHRA objected to the contents of the proffered video based upon relevance. *Id.*

Ms. Oliver represented to the Magistrate that the video she proffered was made in 2021 of then CCHRA Board Chairman, Mr. Sandino Moses, regarding COVID restrictions and not evicting tenants during the pandemic. *Id.* Ms. Oliver based her position of admissibility that the statements made by Mr. Moses were an offer to which she accepted. *Id.* CCHRA maintained its objections to relevancy to which the Magistrate sustained. *Id.*

The Magistrate reviewed the evidence and made a ruling from the bench. Ret. of Mag.; R. p. 3. Despite the tenant's applicable defenses of the landlord's alleged failures to provide one or more essential services and habitability, the defenses were not supported by the evidence presented. Ret. of Mag.; R. p. 3. The Magistrate entered an order for the eviction of the Tenant/Appellant. *Id.* On September 21, 2022, a hearing was held on a Bond to Stay Execution. *Id.* Since the Tenant raised issues as to Fair Market Value, the parties were questioned regarding the amount owed. Both parties agreed that the tenant's portion of the prior rental agreement

(\$583.00 of \$1477.00) and entered a Bond to Stay in the amount of \$583.00 to be paid on the first of each month. Ret. of Mag.; R. p. 3.

Oliver appealed the order for eviction to the Circuit Court. Judge Bentley Price heard the appeal on May 31, 2023 and issued an Order on August 7, 2023. Judge Price heard from the Appellant on May 31, 2023 and found “the appellant discussed issues of admissibility of evidence which is the sole discretion of the Magistrate Judge absent abuse of discretion.” Cir. Ct. Order.; R. p. 132. Oliver appealed the Circuit Court’s Order on October 25, 2023.

STANDARD OF REVIEW

The Court “reviews Rule 403 ruling pursuant to an abuse of discretion standard and gives great deference to the trial court.” *Lee v. Bunch*, 373 S.C. 654, 658, 647 S.E.2d 197, 199 (2007). “The admission or exclusion of evidence is a matter addressed to the sound discretion of the trial court and its ruling will not be disturbed in the absence of a manifest abuse of discretion accompanied by probable prejudice.” *State v. Wise*, 359 S.C. 14, 21, 596 S.E.2d 475, 478 (2004). “An abuse of discretion occurs when the conclusions of the trial court either lack evidentiary support or are controlled by an error of law.” *Id.* The Magistrate Court did not abuse its discretion from excluding evidence that was not relevant under the South Carolina Rules of Evidence, and the Circuit Court’s ruling which did not disturb the Magistrate’s ruling was not in error. Therefore, this Court should affirm the Circuit Court’s denial of the Appellant’s appeal grounds.

In reviewing the Circuit Court’s adjudication of an appeal of an ejectment proceeding in magistrate’s court, findings of fact are to be upheld if there is any supporting evidence. *McNair v. United Energy Distrib.*, 390 S.C. 44, 49, 699 S.E.2d 723, 726 (Ct. App. 2010). In such cases, “the Court of Appeals still retains *de novo* review of whether the facts show the circuit court’s affirmance was controlled or affected by errors of law.” *Bowers v. Thomas*, 373 S.C. 240, 245,

644 S.E.2d 751, 753 (Ct. App. 2007) citing *Hadfield v. Gilchrist*, 343 S.C. 88, 92-93, 538 S.E.2d 268, 270 (Ct. App. 2000). The South Carolina Supreme Court, in *Stanford v. Cudd*, held that where testimony is sufficient to sustain a judgment of the magistrate's court, and it is affirmed on appeal to the circuit court, this court will assume the circuit court affirmed the judgment on the merits, in the absence of facts showing the affirmance was controlled or affected by errors of law. 93. S.C. 367, 370, 76 S.E. 986, 987 (1913); see also *Bowers*, 373 S.C. at 245, 644 S.E.2d at 753. There were no errors of law made by the Magistrate for the Circuit Court Orders, and therefore this Court should affirm the Circuit Court Orders.

ARGUMENT

I. THE MAGISTRATE PROPERLY EXCLUDED EVIDENCE PROVIDED BY THE DEFENDANT/APPELLANT AS NOT REVELANT

A. APPELLANT'S PROFFERED VIDEO EVIDENCE WAS PROPERLY EXCLUDED UNDER THE RELEVANCE STANDARD

Relevant evidence means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence. S.C.R.E. Rule 401. Evidence which is not relevant is not admissible. S.C.R.E. Rule 402. Evidence may be excluded if its probative value is substantially outweighed by the danger of unfair prejudice, confusion of the issues, or misleading the jury, or by considerations of undue delay, waste of time, or needless presentation of cumulative evidence. S.C.R.E. Rule 403. Our courts have defined unfair prejudice as "an undue tendency to suggest a decision on an improper basis." *Johnson v. Horry Cnty. Solid Waste Auth.*, 389 S.C. 528, 534, 698 S.E.2d 835, 838 (Ct. App. 2010). The law in South Carolina closely follows the Federal Rule where relevant evidence may be excluded where its probative value is substantially outweighed by the danger of unfair prejudice. *State v. Alexander*, 303 S.C. 377, 382, 401 S.E.2d 146, 149

(1991). Trial judges have properly limited the defendant's presentation of certain evidence to guard against confusion of the jury by the injection of collateral issues. See *State v. Gregory*, 198 S.C. 98, 16 S.E.2d 532.

Evidence is "relevant" when it has "any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." S.C.R.E. Rule 401, *see also State v. Alexander*, 303 S.C. 377, 380, 401 S.E.2d 146, 148 (1991)("Evidence is relevant if it tends to establish or make more or less probable some matter in issue upon which it directly or indirectly bears"). The test for relevancy is not stringent, and its standard is not difficult to vault. See *State v. Sweat*, 362 S.C. 117, 127, 606 S.E.2d 508, 513 (Ct. App. 2004)("Evidence is admissible if 'logically relevant' to establish a material fact or element of a crime; it need not be necessary to the State's case in order to be admitted.").

"A trial judge's decision regarding the comparative probative value and prejudicial effect of evidence should be reversed only in exceptional circumstances." *State v. Adams*, 354 S.C. 361, 378, 580 S.E.2d 785, 794 (Ct. App. 2003). "We review a trial court's decision regarding Rule 403 pursuant to the abuse of discretion standard and are obligated to give great deference to the trial court's judgment." *Id.* The determination of prejudice must be based on the entire record and the result will generally turn on the facts of each case. *State v. Brooks*, 341 S.C. 57, 62, 533 S.E.2d 325, 327 (2000). Evidence is unfairly prejudicial if it has an undue tendency to suggest a decision on an improper basis, such as an emotional one. *State v. Alexander*, 303 S.C. 377, 382, 401 S.E.2d 146, 149 (1991). A trial judge's decision regarding the comparative probative value and prejudicial effect of relevant evidence should be reserved only in exceptional circumstances. *State v. Hamilton*, 344 S.C. 344, 357, 543 S.E.2d 586, 593 (Ct. App. 2001). Photographs may be allowed if they corroborate testimony but not if they are calculated to arouse the sympathy or prejudice of

the jury and should be excluded if they are not necessary to substantiate material facts or conditions. *State v. Brazell*, 325 S.C. 65, 78, 480 S.E.2d 64, 72 (1997). “Demonstrative evidence includes items such as a photograph, chart, diagram, or video animation that explains or summarizes other evidence and testimony. Such evidence has secondary relevance to the issues at hand; it is not directly relevant, but must rely on other material testimony for relevance. *Clark v. Cantrell*, 339 S.C. 369, 383, 529 S.E.2d 528, 535 (2000).

In *State v. Collins*, the Supreme Court ruled the trial court did not abuse its wide scope of discretion in admitting the pre-autopsy photographs since it was highly probative, corroborative, and material in establishing the elements of the offenses charged. 409 S.C. 524, 534, 763 S.E.2d 22, 28 (2014)(where the probative value outweighed its potential prejudice). In *Watts v. Chastain*, a video was relevant because it provided information as to the position of the vehicles, timing of the collisions at issue, roadway conditions and whether motorists had their lights on despite not showing the collision. 438 S.C. 597, 608-09, 886 S.E.2d 398, 404 (Ct. App. 2022). The standard is not simply whether the evidence is prejudicial, rather, the standard under Rule 403, S.C.R.E. is whether there is danger of unfair prejudice that substantially outweighs the probative value of the evidence. *State v. Collins*, 409 S.C. at 536, 763 S.E.2d at 28.

Appellant intended to introduce an online video of former CCHRA Board Chairman, Mr. Sandino Moses, conducting an interview with Mr. Quintin Washington. Appellant intended to use the entire video as a reference to CCHRA’s policies on evictions during the COVID-19 pandemic. Appellant contends the entire recording was made in 2021 of Mr. Sandino, a speech he made under COVID Restrictions regarding CCHRA’s publicized position of not evicting people during the pandemic. Ret. of Mag.; R. p. 2. Appellant claims the video was an offer that CCHRA was not going to evict any tenants during COVID, and that Appellant “accepted the offer.” Ret. of Mag.;

R. p. 2. At the time of the eviction proceeding, CCHRA objected to the relevancy of the video, and such objections were sustained. *Id.* The thirty-six-minute video was excluded.

Appellant contends “the judge refused to listen to or view a recording of an interview with the Chairman of the board for CCHRA making a declaration concerning evictions.” Ret. of Mag.; R. p. 16. “The judge allowed the Plaintiff to review a snippet of the video and made her decision to exclude it from evidence without being informed of its content and relevancy.” *Id.* Appellant admits “Plaintiff indicated that she was not aware of the video,” and also claims “it should not matter whether or not the Plaintiff had previous knowledge of the video.” *Id.* Appellant claims “instructions for Eviction Hearings as provided by the Magistrate Court does not indicate how videos are to be presented.” *Id.* Appellant’s statements are misleading as the “Instruction for Evictions Hearings” state:

3. Parties may come to court and speak for themselves, or they may have a lawyer represent them. If you want a lawyer, you should get one right away.

...

6. It is the parties’ responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones.

7. The Court will not telephone a witness to take testimony.

8. The Court cannot reschedule a case because a witness is not present unless the witness is under subpoena.

9. The Court will issue subpoenas to any witnesses if you advise the Court at least 10 days before trial of the name, address, and phone number of the witness. If you wish to subpoena a witness in your county, you will have to mail or deliver a fee of \$8.00 to the magistrate’s court for preparing and serving a subpoena. The party requesting the subpoena is required to pay the subpoenaed witness fee of \$25.00 plus mileage for each day’s attendance.

Ret. of Mag.; R. p. 27. The instructions outline the protocol for not only bringing evidence but the process for obtaining witnesses.

At all times prior to the hearing, Appellant had access to a video she claims is pertinent to a contractual agreement between her and CCHRA. Appellant received a copy of the written instructions for evidence prior to the eviction proceeding. Appellant intended to offer a video into evidence, which was excluded based upon relevancy grounds. Appellant was aware of the requirement to conform to the eviction proceeding rules by issuing a subpoena to any witness she wished to question at the hearing. The Appellant failed to follow the protocols of the magistrate court, and instead sought to introduce an interview of the Board Chairman in place of testimony. Appellant intended to introduce the entire interview as an offer for her to resume her tenancy at a CCHRA property without payment of rent. The video was properly excluded, since the introduction of the video is highly prejudicial where its probative value is significantly outweighed by its prejudice.

Not only did Appellant fail to demonstrate the video was relevant to the issue of non-payment of rent, Appellant was unable to overcome the prejudicial nature of the video since the declarant was unavailable to corroborate the video. The Record on appeal demonstrates that CCHRA filed its application for ejectment for the tenant's failure to pay rent, which included a failure to recertify in accordance with the rules and obligations of the Lease. Tenants of Public Housing Authorities are required to supply any information requested by the Authority for use in a regularly scheduled or interim reexamination. *See* PIH 2018-08 ("Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System") para. 13. In addition, the Appellant intended to submit an interview from 2021, but the eviction proceedings were commenced in 2022. *Ret. of Mag.; R. p. 1.* Housing and Urban Development (HUD) does not authorize any Public Housing Authority amnesty or debt forgiveness programs. PIH 2018-08, para. 16.

B. APPELLEANT'S VIDEO EVIDENCE WAS NOT ONLY IRRELEVANT BUT IMPERMISSIBLE HEARSAY EVIDENCE

The Magistrate correctly excluded irrelevant video evidence from the proceeding below. Not only was the evidence not relevant to the case, the video was an out of court statement, the Appellant attempted to use for the truth of the matter asserted. Hearsay is a statement that is (1) oral or written assertion or (2) nonverbal conduct of a person, if it is intended by the person as an assertion. S.C.R.E. Rule 801(a). A declarant is a person who makes a statement. S.C.R.E. Rule 801(b). Hearsay is defined as “a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted.” S.C.R.E. Rule 801(c). A statement will not be hearsay if “the declarant testifies at the trial or hearing and is subject to cross-examination concerning the statement, and the statement is (A) inconsistent with the declarant’s testimony, or (B) consistent with the declarant’s testimony and is offered to rebut an express or implied charge against the declarant. S.C.R.E. Rule 801(d)(1).

Mr. Moses was not present at the eviction hearing to testify as to the video evidence Appellant intended to introduce as evidence. The Declarant was not available to testify, therefore the statements contained in the video were out of court statements. Certainly, videos have been allowed for other purposes, as evidenced in *Hawkins v. Pathology Associates of Greenville, P.A.*, where a video to show a close familial bond between the decedent, her husband, and children was admitted. 330 S.C. 92, 498 S.E.2d 395 (Ct. App. 1998). Here, Appellant is attempting to use video evidence containing out of court statements alleging CCHRA Board Chairman, Mr. Sandino Moses, offered a unilateral contract not to evict the Appellant. Not only was Mr. Moses not present for the eviction proceeding, but use of the out of court statements should be precluded where Appellant is offering them for the truth of the matter asserted.

Appellant received the Eviction Proceeding Rules and opted not to call any witnesses prior to her hearing, including Mr. Moses. Since Appellant intends to offer Ms. Moses' statements made during an interview as the truth of the matter asserted, which is accepting an offer by CCHRA not to pay rent, the statements must be excluded as they are out of court statements. In addition, the statements are misconstrued where the Board Chairman does not have the authority to offer such rental relief, a contradiction of HUD requirements for payment of rent.

C. APPELLANT'S REPLY BRIEF IGNORES THE ISSUE ON APPEAL

Appellant contended in her reply brief that the issue on appeal is not whether additional evidence should have been admitted at the magistrate level, rather that Appellant's Due Process rights were infringed. See Reply Brief p.3. To support her argument, Appellant makes the same or similar arguments asserted in her Appellant Brief stating "Appellant's rights to due process [were violated by Respondent] in an illegal motion to dismiss appeal in circuit court." Reply Brief p. 4.

Respondent simply has followed the rules and procedures available to CCHRA as a Landlord under the South Carolina Landlord Tenant Act, and the applicable Code of Federal Regulations by following the eviction protocols. In response to Appellant's initial appeal to Circuit Court, CCHRA filed a motion and memorandum in opposition to the appeal. CCHRA's pleading was filed pursuant to the applicable rules of civil procedure, including Rules 12 and 56. S.C.R.C.P. Rule 12, and 56. CCHRA's opposition pleading seeks a denial of Appellant's appeal citing S.C. Code 18-7-170, which states, "upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors or defects which do not affect the merits. In giving judgment, the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact." See also CCHRA Motion and Memorandum in Opposition to Appeal p. 3.

In making the motion for denial of her Appeal, CCHRA sought the Circuit Court to deny the appeal since “no errors of law or fact were committed at the Magistrate level.” Id. To support a denial, CCHRA stated “Ms. Oliver fails to identify matters before the court that were an issue at the hearing(s) below.” Id. In addition, CCHRA noted that Ms. Oliver “only asserts in her appeal that Judge Waring was in error for failing to consider hearsay video evidence.” Id. In support of denying the appeal to Circuit Court, CCHRA focused on the relevancy of the evidence sought to be introduced by Appellant. CCHRA argued Judge Waring’s sustaining of CCHRA’s objection to the video evidence upon a relevance ground at the eviction proceeding was correct under the South Carolina Rules of Evidence - Rules 401, 402, and 403 as discussed in Sections I(A) and I(B).

Appellant’s Reply Brief appears to focus on new causes of action instead of addressing issues on appeal which include causes of action for respondeat superior (Reply Brief p. 4), defamation (Reply Brief p. 5), retaliatory conduct (Reply Brief p. 8-9), negligent supervision (Reply Brief p. 9), and frivolous proceedings (Reply Brief p. 13). All of the aforementioned causes of action are new and not issues on appeal. Issues not brought to the attention of the circuit court, could not be raised to the Supreme Court of the Court of Appeals. *City of Columbia v. Ervin*, 330 S.C. 516, 519-20, 500 S.E.2d 483, 485 (1998).

Appellant’s remaining concerns in her Reply Brief relate to her arguments regarding her due process rights. CCHRA addresses Appellant’s due process rights in Section II.

II. APPELLANT’S RIGHT TO SUBSTANTIVE AND PROCEDURAL DUE PROCESS WAS NOT VIOLATED

A. DUE PROCESS UNDER SOUTH CAROLINA LAW

Article V Section 4A of the South Carolina Constitution grants authority to determine a defendant’s due process rights and whether they have been violated by procedural methods

employed during a trial. *State v. Beaty*, 2018 S.C. LEXIS 48 at 23-24 (2018). “Due Process is not a technical concept with fixed parameters unrelated to time, place, and circumstances; rather it is a flexible concept that calls for such procedural protections as the situation demands.” *State v. Legg*, 416 S.C. 9, 13, 785 S.E.2d 369, 371 (2016). Procedural due process contemplates a fair trial. *Id.* Procedural due process imposes constraints on governmental decisions which deprive individuals of liberty or property interests within the meaning of Due Process Clause of the Fifth or Fourteenth Amendment of the United States Constitution. *Mathews v. Eldridge*, 424 U.S. 319, 332, 96 S. Ct. 893, 47 L. Ed. 2d 18 (1976). The fundamental requirements of due process include notice, an opportunity to be heard in a meaningful way, and judicial review. S.C. Const. art. 1 § 22. Due process does not require a trial-type hearing in every conceivable case of government impairment of a private interest. *First Fed. Sav. & Loan Ass’n of Walterboro v. Bd. of Bank Control*, 263 S.C. 59, 65, 207 S.E.2d 801, 804 (1974). Due process requires (1) adequate notice; (2) adequate opportunity for a hearing; (3) the right to introduce evidence; and (4) the right to confront and cross-examine witnesses. *Clear Channel Outdoor v. City of Myrtle Beach*, 372 S.C. 230, 235, 642 S.E.2d 565, 567 (2007).

The *In re Bilton*, court agreed with the holding that “due process ‘requires any hearsay basis evidence to meet minimum requirements of reliability and relevance’ before the evidence can be admitted in a civil commitment proceeding. 432 S.C. 157, 164, 851 S.E.2d 442, 445 (Ct. App. 2020) citing *State v. Floyd Y.*, 22 N.Y.3d 95, 979, N.Y.S.2d 240, 2 N.E.3d 204, 209 (N.Y. 2013) quoting *People v. Goldstein*, 6 N.Y.3d 119, 843 N.E.2d 727, 731, 810 N.Y.S.2d 100 (N.Y. 2005). This court has held a tenant’s due process rights have not been violated. See *Gaylord v. Gainey*, 2024 S.C. App. Unpub. LEXIS 64 at *1 (Feb. 21, 2024). In *Gaylord*, the appellant argued the circuit court erred by affirming the magistrate’s order for eviction since the magistrate violated

her right to due process, violated federal law by holding a hearing, and erred by allowing a hearing based on a retaliatory eviction. *Id.* The Court of Appeals found Gaylord's due process rights were not violated since Gaylord had notice of the hearing, was represented by counsel, and her attorney had the right to call witnesses, cross-examine witnesses, and present evidence. *Id.* See *Parks v. Characters Night Club*, 345 S.C. 484, 490, 548 S.E.2d 605, 608 (Ct. App. 2001)(“The Court of Appeals will presume an affirmance by a Circuit Court of a magistrate's judgment was made upon the merits when testimony is sufficient to sustain the magistrate's judgment and there are no facts showing the affirmance was influenced by an error of law.”).

In *Gaylord*, the court found they were not properly before the court since there was no evidence Gaylord raised the issues before the magistrate court and the circuit court. 2024 S.C. App. Unpub. LEXIS 64 at *2; See *State v. Bailey*, 368 S.C. 39, 43-44, 626 S.E.2d 898, 900 (Ct. App. 2006)(holding in an appeal from magistrate's court to circuit court, where an issue was never brought to the attention of the circuit court, it was not appropriate for this court to review the issue); *City of Columbia v. Ervin*, 330 S.C. 516, 519-20, 500 S.E.2d 483, 485 (1998)(holding the Court of Appeals should not have addressed the merits of an issue on appeal because the issue was not raised to the circuit court as the intermediate appellate court and therefore could not be raised for the first time in our Supreme Court of Court of Appeals).

In the present case, Appellant has not identified procedural or substantive due process issues at the magistrate level. See Ret. of Mag.; R. p. 3. On appeal to the Circuit Court, the Appellant did raise issues of “due process” claims stating that “total disregard for the defendant's right to an equitable due process,” and “the case should have been scheduled for another time to allow proper execution of due process.” Ret. of Mag.; R. p. 16-17. Based upon the representations of the Appellant, she is not arguing that CCHRA violated her due process rights under the South

Carolina Constitution, rather she is protesting the judicial process. Even if the appellant's arguments can be morphed into an argument for a violation of procedural or substantive due process, CCHRA followed protocol regarding evictions, the eviction proceedings in accordance with South Carolina Landlord Tenant Law, and the Code of Federal Regulations. The Code provides the requirements not only of a Public Housing Authority's (PHA) lease requirement, but the terms of the lease, and the requirements for determining rent, and termination procedures for program participants.

Appellant's rights were not violated regarding any vested interest in a procedural due process or substantive due process analysis. CCHRA complied with procedures in place by both state and federal authorities. CCHRA issued a letter terminating the Appellant's tenancy pursuant to violations of her lease terms. Specifically, Appellant failed to make rental payments under her lease as required under paragraph 2(A). Ret. of Mag.; R. p. 33. In addition, Appellant was to fulfill her obligations for "redetermination of rent" where Appellant was required to "furnish accurate and complete information to Management as to household composition, income, net family assets, employment and allowance and deduction for use by Management to determine whether Resident is paying the appropriate amount of rent." Ret. of Mag.; R. p. 34. The Lease provides that management may terminate the lease for serious or repeated violation of material terms such as "failure to make payments due under this lease or to fulfill obligation of resident set forth in this lease." Ret. of Mag.; R. p. 39. Specifically, the lease allows for termination for "failing to provide timely and accurate statements of income, assets, expenses and family composition at ...annual rent re-certifications." *Id.* The record reflects Appellant was not paying rent and owed a balance of \$11,120.00 at the time of the eviction proceeding. Ret. of Mag.; R. p. 57.

CCHRA brought eviction proceedings within its rights under South Carolina Landlord Tenant laws for failure to pay rent and abide by terms of the lease. CCHRA is permitted to pursue an eviction when material terms of the lease were violated by the Appellant. “South Carolina eviction procedure is constitutionally adequate...Landlord-tenant law is traditionally the province of the states. State judges are bound as are we by the due process clause of the fourteenth amendment.” *Joy v. Daniels*, 479 F.2d 1236, 1243 (4th Cir. 1973). CCHRA followed the protocol and satisfied all requirements from a due process and substantive due process perspective discussed in further detail in Section B.

B. DUE PROCESS UNDER THE FIFTH AND FOURTEENTH AMENDMENTS

The Fourteenth Amendment states, “No State shall ...deprive any person of life, liberty, or property, without due process of law.” U.S. Const. amend. XIV. The due process clause encompasses two distinct forms of protection: (i) procedural due process, which requires a state to employ fair procedures when depriving a person of a protected interest; and (ii) substantive due process, which guarantees that a state cannot deprive a person of a protected interest for a certain reason. See *City of Sacramento v. Lewis*, 523 U.S. 833, 845-46, 118 S. Ct. 1708 (1998).

Procedural and substantive due process claims require different showings. Under procedural due process, “protection of property is a safeguard of the security interests that a person has already acquired in specific benefits.” *Bd. of Regents of State Colls v. Roth*, 408 U.S. 564, 576, 92 S. Ct. 2701 (1972). “It is a guarantee of fair procedures, typically notice and an opportunity to be heard.” *Mora v. City of Gaithersburg*, 519 F.3d 216, 230 (4th Cir. 2008). In contrast, substantive due process “is a far narrower concept than procedural; it is an absolute check on certain government actions notwithstanding the fairness of the procedures used to implement them.” *Roth*, 408 U.S. at 576. “Under either form of protection, however, a person must have a protected interest

in either life, liberty, or property.” *Chavez-Rodriguez v. City of Santa Fe*, 2008 U.S. Dist. LEXIS 108741 (D.N.M. Oct. 9, 2008).

A person receiving section 8 benefits has an interest in continued receipt of those benefits that is safeguarded by procedural due process. *Nozzi v. Housing Authority*, (9th Cir. 2015) 806 F.3d 1178, 1192. To terminate section 8 housing assistance, due process requires, among other things, timely and adequate notice of the reasons for the proposed termination and written decision following a pretermination hearing stating the reasons for the determination and the evidence on which the decision maker relied. *McCall v. Montgomery Hous. Auth.*, 809 F.Supp.2d 1314, 1324 (M.D. Ala. 2011).

HUD provides regulations by which tenants or participants receiving public housing are governed. In the regulations, HUD provides an option for participants to choose how their rent is calculated. 24 C.F.R. § 960.253. For any year in which a participating family is paying the income-based rent, the PHA must, “conduct a full examination of family income and composition, following the provisions of Section 960.257. 24 C.F.R. § 960.253 (f)(2)(i). For families who pay an income-based rent, the PHA must conduct a reexamination of family income and composition at least annually and must make appropriate adjustments in the rent after the consultation with the family and upon verification of the information. 24 C.F.R. § 960.257(a)(1). The regulations require a family to supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination. 24 C.F.R. § 960.259(a)(2).

HUD also provides PHA’s with requirements for leases, grievances, and termination of leases. HUD requires PHA’s that each tenant of a dwelling to identify the name of the PHA and tenant, the unit rented, the term of the lease, and the composition of the household. See 24 C.F.R. § 966.4(a)(1)(i)-(vi). The PHA may terminate the tenancy in accordance with paragraph 1. 24

C.F.R. § 966.4(a)(2)(iv). The lease also must state the procedures to be followed by the PHA and by the tenant to terminate the tenancy. 24 C.F.R. § 966.4(l)(1). The PHA may terminate the tenancy for serious or repeated violations of material terms of the lease, including failure to make payments, and failure to fulfill household obligations. 24 C.F.R. § 966.4(l)(2)(i)(A)-(B). The lease termination notice shall state the specific grounds and inform the tenant of the right to request a grievance hearing. 24 C.F.R. § 966.4(3)(ii). A PHA may evict the tenant from the unit by “bringing court action.” 24 C.F.R. § 966.4(4)(i).

CCHRA followed the required provisions of the Code in order to begin eviction proceedings against the Appellant, by including the relevant information in her lease agreement, providing her notice of her lease termination, a right to contest that determination at an informal hearing, and provided a determination letter from the hearing prior to moving for actual eviction.

1. PROCEDURAL DUE PROCESS

Procedural due process requirements are not technical; no particular form of procedure is necessary. *Sloan v. South Carolina Board of Physical Therapy Examiners*, 370 S.C. 452, 483, 636 S.E.2d 598, 614 (2006). “Due process is flexible and calls for such procedural protections as the particular situation demands.” *Id.* quoting *Wilson*, 352 S.C. at 452, 574 S.E.2d at 733. The requirements in a particular case depend on the importance of the interest involved and the circumstances under which the deprivation may occur. *S.C. Dept. of Soc. Servs. v. Beeks*, 325 S.C. 243, 246, 481 S.E.2d 703, 705 (1997). Where important decisions turn on questions of fact, due process often requires an opportunity to confront and cross-examine adverse witnesses. *S.C. Dep’t of Soc. Servs. v. Wilson*, 352 S.C. 445, 452, 574 S.E.2d 730, 734 (2002). Due process generally requires the decision-maker to state the reasons for his determination and indicate the evidence upon which he relied, but the decision need not amount to a full opinion or even formal findings

of fact and conclusions of law. *McCall*, 809 F.Supp.2d at 1324. “Procedural due process is a right to be meaningfully heard.” *In re Det. of Johnson*, 179 Wn. App. 579, 587-88, 322 P.3d 22, 26 (Ct. App. 2014).

In *Moore v. Moore*, the court referenced that a finding of property and liberty interests of a respondent to a petition for order of protection are implicated and protection of procedural due process was appropriate. 376 S.C 467, 473, 657 S.E.2d 743, 746 (2008) citing *State ex rel. Williams v. Marsh*, 626 S.W.2d 223, 230 (Mo. 1982). The Court found providing respondent with notice of a petition prior to the hearing and an opportunity to be heard complied with the requisite procedural due process guarantees. *Moore*, 376 S.C. at 476-77, 657 S.E.2d at 747. A tenant receiving notice of the grounds for termination of her lease and having the opportunity to argue her case in a formal hearing before a neutral decision maker complied with procedural due process requirements. *Kitsap County Consol. Hous. Auth. v. Henry-Livingston*, 196 Wn. App. 688, 706, 385 P.3d 188, 196 (Ct. App. 2016). Due process has been found where a PHA gave notice to the tenant, offering ways for the tenant to cure the nonpayment of rent, and offering ability to reply, examine documents and/or request a grievance procedure. See *Major v. Hous. Auth. of Greenville*, 2012 U.S. Dist. LEXIS 138406 at *15-16 (D.S.C. 2012).

Just as the Code requires, CCHRA provided the Appellant with the requisite information in her original Lease in 2020 regarding the requirement to pay rent. Ret. of Mag.; R. p. 38. In addition, the Lease provided Appellant with knowledge of how rent would be calculated as well as the need for recertification and the process for determining rent for each twelve-month lease term. Ret. of Mag.; R. p. 34-35. The lease provisions restate the requirements of 24 C.F.R. § 960.259(a)(2), alerting Appellant of the requirements to provide accurate information for the recertification process. Not only must the Appellant comply with the provisions of the Code,

CCHRA must gather information for the purposes of determining rent on an annual basis. See 24 C.F.R. § 960.257(a)(1).

When CCHRA did not obtain information from the Appellant as required under her lease, they provided her with notice and reasons for the termination of rent on May 10, 2022. Ret. Of Mag.; p. 112. The reasons for termination were failure to pay rent. *Id.* The appellant requested an informal hearing to appeal the property manager's decision to evict her from 1945 Ghana Street. Ret. Of Mag.; p. 51. On May 26, 2022, CCHRA provided the Appellant with a notice of informal hearing for June 7, 2022. Ret. of Mag.; p. 47. The informal hearing notice was provided with "Public Housing Grievance Procedure" outlining the hearing specifics. Ret. Of Mag.; p. 52-53. The Appellant was unable to attend the first hearing on June 7, 2022 which was via Zoom. A second informal hearing notice was sent by request of the Appellant on June 8, 2022 for June 23, 2022 at the Joseph Floyd Manor. Ret. Of Mag.; p. 51. Ms. Ginean Mazyck, the hearing officer, sent her decision from the informal hearing on July 5, 2022. Ret. of Mag.; R. p.75. The decision states, "Ms. Oliver did not attend the informal hearing. Failure to attend 2nd rescheduled hearing results in favor of CCHRA Public Housing Department." *Id.* At the time, the balance of unpaid rent was \$6,616.00. The hearing decision provided Appellant with additional notice for the time CCHRA would file for eviction of August 1, 2022. *Id.*

On August 9, 2022, CCHRA filed for an application for ejectment for the Appellant in magistrate's court. Ret. of Mag. 28. The Appellant was served with a rule to vacate or show cause on August 16, 2022. Ret. of Mag.; R p. 22. On September 7, 2023 a hearing in magistrate's court with the Honorable Laura C. Waring presiding was held conducting findings of fact and conclusions of law. Ret. of Mag.; R. p. 1-3. The Magistrate noted, "while Tenant/Appellant raised applicable defenses of Landlord/Respondent's failure to provide one or more essential services

and habitability, these defenses were not borne out by the evidence. Therefore, on September 7, 2022, the Magistrate entered an order of eviction.” Ret. of Mag. R; p. 3. The Appellant appealed to the Circuit Court on September 8, 2022.

CCHRA afforded the Appellant adequate due process throughout the duration of her tenancy by providing her written notice for reasons of the termination of her lease, which were stated within the Lease. Non-payment of rent is a violation of the Appellant’s Lease under Paragraph 12(A)(1). Ret. of Mag.; R. p. 39. After providing notice of Appellant’s Lease violation, CCHRA accommodated the Appellant on two occasions when she requested a grievance hearing and had to reschedule. Appellant was unable or chose not to attend either hearing. Based upon a lack of attendance, CCHRA informed Appellant of the time it would move for eviction, which did not occur until August of 2022. The Appellant attended the rule to show cause hearing, presented witness testimony, and introduced six of seven exhibits to make a statement for her case. See Ret. of Mag.; R. p. 2-3. Appellant complains the Magistrate failed to follow the rules regarding a video that was excluded.

Magistrate Rule 13 provides “Trials should be conducted in an informal manner, and the South Carolina Rules of Evidence shall apply but shall be relaxed in the interest of justice.” S.C. Mag. R. Civ. P. 13(a). Video evidence may be challenged under the South Carolina Rules of Civil Procedure under multiple rules, including relevance under Rule 401, exclusion of relevant evidence of Rule 403, and hearsay under Rules 802-804.

The Appellant challenges the due process of the magistrate court for excluding her video evidence, but allowing seven other exhibits. The video appellant sought to introduce contained out of court statements, which appellant sought to introduce for the truth of the matter asserted. Under Magistrate Rule 13(e), “the court shall have the power to issue subpoenas to compel the attendance

of witnesses.” At no time did the Appellant ask to question Ms. Sandino Moses regarding any statement he may have made in a press interview.

At each stage of the eviction proceeding, the Appellant was notified of the upcoming proceedings, was provided with information of how each proceeding was conducted, and was afforded additional time and dates for informal hearings. Even after the notices, the Appellant failed to appear at the hearing. The Appellant was given a fair trial at the magistrate’s level where evidence was presented in the form of testimony and exhibits, and conclusions of law were conducted. Reviewing the record, the Appellant was afforded procedural due process by both CCHRA and the Magistrate’s Court.

2. SUBSTANTIVE DUE PROCESS

Substantive due process is a far narrower concept than procedural; it is an absolute check on certain governmental actions notwithstanding the fairness of the procedures used to implement them. *Love v. Pepersack*, 47 F.3d 120, 122 (4th Cir. 1995). In order to state a substantive due process claim, a plaintiff must demonstrate: (1) that she had property or a property interest; (2) that the state deprived her of this property or property interest; (3) that the state’s action falls so far beyond the outer limits of legitimate governmental action that no process could cure the deficiency.” *Southern Blasting Serv.’s, Inc. v. Wilkes County, NC*, 288 F.3d 584, 594 (4th Cir. 2002). Substantive due process protections “run only to state action so arbitrary and irrational, so unjustified by any circumstance or governmental interest, as to be literally incapable of avoidance by and pre-deprivation procedural protections or of adequate rectification by any post deprivation state remedies. *Id. citing Rucker v. Harford County*, 946 F.2d 278, 281 (4th Cir. 1991). The protections of due process include the government’s exercise of power without any reasonable

justification in the service of a legitimate governmental objective. *Nance v. City of Albermarle*, 520 F. Supp. 758, 793 (M.D.N.C. 2021).

As noted above, public housing program participants have a constitutionally protected interest. The substantive component of the due process clause is violated by executive action only when it can properly be characterized as arbitrary, or conscience shocking, in a constitutional sense. *Nance*, 520 F.Supp. at 793 citing *Cnty. of Sacramento v. Lewis*, 523 U.S. 833, 845, 118 S. Ct. 1708, 140 L. Ed. 1043 (1998). The constitutional concept of conscience shocking duplicates no traditional category of common-law fault, but rather points clearly away from liability, or clearly toward it, only at the ends of the tort law’s spectrum of culpability.” *Lewis*, 523 U.S. at 848. To challenge a regulation, the challenger “must show that there is no rational relation between the regulation and a legitimate governmental objective.” *Diaz v. United States Postal Services*, 853 F.2d 5, 10 (1st Cir. 1988).

Courts have found numerous government action not arbitrary. In *General Textile Printing & Processing*, the court could not connect a plaintiff being deprived of substantive due process for a utility’s rates not being strictly cost-based. *General Textile Printing & Processing Corp. v. City of Rocky Mount*, 908 F. Supp. 1295, 1304 (E.D.N.C. 1995)(plaintiff alleged rates were arbitrary). The Tampa Housing Authority did not violate a tenant’s substantive due process for applying the One Strike Policy across the board to all tenants for actions of their household members since it was rationally related to the prevention of drug-related crime. *Burton v. Tampa Hous. Auth.* 171 F. Supp. 2d 1314, 1318 (M.D. Fla. 2000). Similarly, the court could not find a tenant’s claims for substantive due process were of merit where the tenant failed to name an additional resident on the lease and the housing authority presented sufficient evidence to establish its claim for eviction. *Lowery v. Hous. Auth.*, 826 N.E.2d 685, 689-90 (Ct. App. Ind. 2005).

Housing authorities have not violated substantive due process for following the requirements of their leases and applying them to all residents just as in *Burton* and *Lowery*. The intention of a lease and the upholding of its terms and conditions are rationally related to the purpose of entering into contract between landlord and tenant. In other words, housing authorities have been granted deference when applying the principles of breach of contract or lease violations as a means to seek eviction.

In the present case, the same is true. The Appellant is arguing substantive due process, or that CCHRA acted in an arbitrary nature by moving for her eviction. CCHRA's reasons for eviction are clearly stated within its notice to the Appellant for lease violations. In addition, CCHRA afforded the Appellant two different times to challenge or review the eviction at an informal grievance hearing. Despite these offerings, the Appellant refused to attend or participate in procedural due process components she was afforded. Instead, the Appellant attempted to include irrelevant evidence at her eviction proceeding as a means to overcome CCHRA's reasons for eviction.

The Magistrate court properly applied the factual information before the court, including the Appellant's possible defenses for failure to provide essential services and habitability. Ret. of Mag.; R. p. 3. The Magistrate allowed seven exhibits into evidence, excluding a video deemed not relevant. The exclusion of the video was not based on an arbitrary position of the magistrate, instead, the Magistrate:

allowed [the Parties] to confer regarding this recording outside of the presence of the magistrate. The material was voluminous and not reduced to a thumb drive. Objection was made by Landlord/Respondent that the contents were irrelevant. Tenant/Appellant represented that the entire recording was made in 2021 of Moses Sandino, a speech that he had made under COVID Restrictions regarding CCHRA's publicized position of not evicting people during the pandemic. Tenant/Appellant's proffer was based upon CCHRA's purported offer and her acceptance of that offer that no one was going to be evicted. Tenant proffered

shorter excerpts of the same recording as well as prototypes of HUD rental agreements. Landlord/Respondent's objections to relevancy were sustained.

Ret. of Mag.; R. p. 2. South Carolina's position on a trial judge's ability to enter or exclude evidence is clear. A trial judge's decision regarding the comparative probative value and prejudicial effect of relevant evidence should be reversed only in exceptional circumstances. *State v. Hamilton*, 344 S.C. 344, 357, 543 S.E.2d 586 (Ct. App. 2001). On appeal to the Circuit Court, The Honorable Bentley Price found "the appellant discussed issues of admissibility of evidence which is in the sole discretion of the Magistrate Judge absent abuse of discretion." Form 4 Dated Aug. 7, 2023; R. p. 132-33.

Based upon the record on appeal, CCHRA, the Magistrate Court, and the Circuit Court afforded the appellant proper substantive due process. CCHRA acted based upon its lease violations which are rationally related to contract and landlord/tenant laws of this State. The Magistrate Court acted within the bounds of its authority by properly evaluating the probative value and nature of evidence presented for an eviction proceeding. The Circuit Court deferred to the Magistrate's Court where no abuse of discretion was shown by the Appellant. The Appellant has not shown to this Court, that Appellant's substantive due process rights were violated by any arbitrary actions of CCHRA, the Magistrate's Court, or the Circuit Court.

C. NONE OF APPELLANT'S STATEMENTS OF ISSUES ON APPEAL IS A VIOLATION OF DUE PROCESS, RULES OF PROCEDURE, OR RULES OF EVIDENCE.

Appellant argues on appeal that (1) the Circuit Court violated her due process rights; (2) The Appellate hearing from Magistrate to Circuit Court was improper; (3) Magistrate Hearing due process; (4) Magistrate Hearing procedure; (5) Magistrate Hearing due process and South Carolina Rules of Evidence; (6) Evidence at Magistrate's Hearing and Factual Allegations of the

Appellant's Lease; (7) Violations of South Carolina Rules of Civil Procedure for Appeals. As expressed above, Appellant's due process rights were not violated. Procedurally, the Appellant was afforded the necessary and proper steps of the grievance hearing and judicial process. This brief will address each of Appellant's individual reasons below in Parts II(C)(1)-(7).

1. THE CIRCUIT COURT PROVIDED NOTICE OF APPELLANT'S APPEAL AND NOTICE OF RESPONDENT'S MOTION AND MEMORANDUM IN OPPOSITION.

The Appellant claims the Circuit Court "denied the Appellant's right to have the appeal heard which resulted in prejudice to the defendant." App. Brief 11. Appellant argues "Respondent's attorneys are in violation of filing an illegal/prohibited motion," and the Circuit court, "committed a legal error by not allowing the motion to dismiss the appeal be presented and defended against." App. Brief 12. Appellant's arguments assert her Constitutional Rights for due process were violated. App. Brief 11. Appellant's Constitutional Rights to due process were not violated, as the court afforded her due process under the provisions of the law.

Appellant filed her appeal with the Circuit court on September 8, 2022. Ret. of Mag.; R. p. 15-17. The Magistrate's Return was filed on October 13, 2022. Ret. of Mag.; R. p. 1. Counsel for CCHRA filed a notice of appearance with the Circuit Court on January 5, 2023 and a motion and memorandum in support to dismiss her appeal on March 16, 2023. On April 26, 2023, the Court notified the parties of the hearing for the appeal and motion. Both were originally set for separate days, one being May 30, 2023 and one being May 31, 2023. The court realized its error and consolidated the hearing date as one for May 31, 2023.

The Parties appeared before the Honorable Bentley Price on May 31, 2023. See Transcript p. 1. At the start of the hearing, the Court addressed the Parties stating, "all right. I have read the return. All right. Whose appeal is this?" Transcript p. 3:2-4. The Appellant responded by stating

“I made the appeal after the magistrate made her decision, and they because of a motion because he wants to dismiss my appeal.” Transcript 3:5-8. The appellant contends that “Judge Price refus[ed] to allow the Respondent to present their matter before the court for the Appellant to defend but the judge turned it into an appeal hearing.” App. Brief 12. Appellant claims that the motion to dismiss should have been heard instead of her appeal, and since it was not her due process rights were violated. *Id.*

South Carolina statutes provide the requirements for filing an appeal from magistrate’s court to Circuit Court. See S.C. Code Ann. § 18-3-10 et seq. Once an appeal is filed from the magistrate’s court, the “clerk, upon receipt of the case, shall place it upon the motion calendar of the court of common pleas.” S.C. Code Ann. § 18-3-60. Once heard, the Court of Common Pleas upon the grounds of exceptions made and upon the papers required under this chapter, without examination of witnesses in that court.” S.C. Code Ann. § 18-3-70. The Court “may either confirm the sentence appealed from, reverse, or modify it, or grant a new trial, as to the court may seem meet and conformable to law.” *Id.* An application to the court for an order shall be by motion, shall be made in writing and state with particularity the grounds, and set forth the relief sought. S.C.R.Civ.P. Rule 7(b)(1). The Circuit Court provided a notice and Motion of the appeal which was to be heard on May 31, 2023 at 9:30 AM. CCHRA filed a motion and memorandum of law in support of a motion to dismiss or deny the appeal pursuant to the applicable rules of civil procedure.

Prior to the hearing date of May 31, 2023, Appellant received adequate notice in order to prepare for and argue reasons for her appeal some of which were discussed within her oral argument, where she emphasized the excluded video was of importance and the Magistrate Judge would not allow the video. See Transcript 3:24-4:25. The Magistrate considered the probative

value of the evidence, and sustained the objections to the video by CCHRA. See Ret. of Mag.; R. p. 2.

The Appellant's due process rights were not violated by the Circuit Court, where she was notified of her motion or appeal, given a time, place, and made aware of her presence needed.

2. JUDGE PRICE DID NOT VIOLATE APPELLANT'S RIGHTS TO HEAR CCHRA'S MOTION TO DISMISS APPEAL.

As noted in Section II(C)(1), Appellant's procedural due process was not violated by the Circuit Court. The same is true in light of the Respondent's motion to dismiss Appellant's appeal from magistrate's court. The filing was in response to the Appellant's motion to appeal, which appeared first on the court calendar. Appellant appealed the Magistrate's decision on September 8, 2022. Ret. of Mag.; R. p. 14. Once the Magistrate filed a Return, CCHRA's counsel filed an appearance and motion and memorandum in opposition to appeal on March 16, 2023. On April 26, 2023, the court notified the parties that a motions/appeal hearing would transpire on May 31, 2023. At the hearing, Ms. Oliver informed the court CCHRA filed a motion to dismiss. Transcript 3:5-8. Her statements to the court correctly identified CCHRA's intention to dismiss the appeal. CCHRA informed the court that our motion was in opposition to the Appellant's appeal. Transcript 3:9-14. The court agreed that the motion before the court was her appeal, which complies with S.C. Code Ann. § 18-3-60.

The Appellant commenced with her reasons her appeal should be granted, which were based upon the introduction of evidence at the magistrate level. See Transcript 3:24-6:17. Appellant argues "the right to defend was upended by the judge's refusal to allow the motioning party to speak any further." App. Brief 13. Appellant contends since the motion to dismiss her appeal did not have to be argued, she was not afforded due process. However, there was no need to argue for a dismissal when the judge found the following:

You're getting into the factual meat of the matter, which I'm not to consider. My only job is to consider any matters of law. The matters of law that you have brought up is the admissibility of evidence pertaining to the video and to any photos or any other evidentiary issues that you have with the trial court down below, but any admissibility of evidence is left to the sole discretion of the trial court, and I, therefore, find that she did not abuse her discretion, and I will deny the appeal.

Transcript: 9:13-22. The judge's rational mirrored the sentiment stated within CCHRA's memorandum in law in support of denying the motion; therefore, there was no reason to discuss in length anything already concluded by the court. The Appellant had an opportunity to advocate for her appeal, and did so; therefore, her due process rights were not violated.

3. CCHRA FOLLOWS THE CODE OF FEDERAL REGULATIONS AND DID NOT HINDER APPELLANTS RIGHTS UNDER THE CODE.

CCHRA indicated in part II the Code of Federal Regulations that governs the terms of a lease, amount of rent to be paid, and remedies for violations thereof and actions taken in such instances. The PHA may terminate the tenancy for serious or repeated violations of material terms of the lease, including failure to make payments, and failure to fulfill household obligations. 24 C.F.R. § 966.4(l)(2)(i)(A)-(B). The lease termination notice shall state the specific grounds and inform the tenant of the right to request a grievance hearing. 24 C.F.R. § 966.4(3)(ii). A PHA may evict the tenant from the unit by "bringing court action." 24 C.F.R. § 966.4(4)(i).

The Appellant also mentions that CCHRA violated her right to due process under the Code. App. Brief at 16. The Appellant correctly states the PHA grievance procedure shall be applicable to all grievances defined as any dispute which tenant may have with respect to PHA action or failure to act in accordance with the Lease between the tenant and PHA where due process determination means a determination by HUD that law of the jurisdiction requires the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process. 24 C.F.R. § 966.51(2)(i). Due process in terms of the Code means the termination of tenancy

requires: 1) adequate notice to the tenant of the grounds for terminating the tenancy and for eviction; 2) right to be represented by counsel; 3) opportunity for the tenant to refute the evidence presented including right to confront witnesses and cross-examine witnesses and present any affirmative legal defense; and 4) a decision on the merits. 24 C.F.R. § 966.53(c)

Appellant focuses on 24 C.F.R. § 966.4(m), stating she did not receive all documents prior to the grievance hearing. However, the Record shows CCHRA initially notified Appellant of an informal hearing by Zoom for June 7, 2022. Ret. of Mag.; R. p. 47. The grievance hearing was provided by Appellant's request. The Appellant could not attend the first hearing date, and requested a new date, and CCHRA complied with the request, issuing a second date for June 23, 2022. Ret. of Mag.; R p. 51. The notice provided the Appellant should notify the PHA if she was unable to attend the hearing. *Id.* The Hearing Notice was accompanied by the procedures for such a hearing. See Ret. of Mag.; R pp. 52-53.

Of note, the Record reflects the Appellant requested an informal hearing as required under the Code. The Record shows the correspondence granting a hearing was on or about April 25, 2022. See Ret. of Mag.; R. p. 59. The Code states a hearing must be scheduled promptly but does not provide a timeline. See 24 C.F.R. §966.56(a). Appellant contended in several letters CCHRA did not provide a hearing. See Ret. of Mag.; R. p. 59. However, CCHRA provided two different dates for a hearing in order to meet the informal hearing guidelines in the Code. The Record reflects the Appellant sought to discuss her eviction with CCHRA Board Members and executive staff and not her area managers, issuing the notices.

CCHRA held the grievance hearing date for June 23, 2022, and Appellant did not dispute or request for a new date. Ret. of Mag.; R. p. 75. The Hearing Determination letter states "Ms. Oliver did not attend the informal hearing. Failure to attend second rescheduled hearing results in

favor of CCHRA.” *Id.* CCHRA proceeded with eviction procedures before a tribunal as required under the Code and South Carolina Law. The Appellant was informed of her right to a grievance hearing, and was provided at least two dates to appear and discuss her case at an informal hearing. In addition, the procedures for the hearing were provided to the Appellant in accordance with the requirements of the Code.

4. THE MAGISTRATE FOLLOWED THE MAGISTRATE RULES OF COURT.

The Appellant contends the Magistrate did not follow the Magistrate’s rules by refusing to allow her to present evidence at the hearing. See App. Brief p. 21. Citing Magistrate Rule 13, Appellant argues the nature of the rule was not followed during the eviction proceeding. Magistrate Rule 13 says “Trials should be conducted in an informal manner and the South Carolina Rules of Evidence shall apply but shall be relaxed in the interest of justice.” S.C. R. Mag. P. Rule 13(a). “In the trial of a civil action, in which one or both parties are unrepresented by legal counsel, the court shall question the parties and witnesses in order to assure all claims and defenses are fully presented.” *Id.*

The Record reflects the Magistrate properly conducted the eviction proceeding in front of the Parties on September 7, 2022 where both parties were not represented by counsel. The Magistrate noted “it is the parties’ responsibility to bring any witnesses or other evidence they want to Court to consider because the Court does not accept written witness statements.” Ret. of Mag.; R. p. 1. The Magistrate entered and reviewed seven exhibits from the plaintiff, CCHRA, and six of seven exhibits from the defendant/appellant. The Magistrate Court within its discretion, and pursuant to the applicable South Carolina Rules of Evidence, properly excluded an out of court statement based upon relevance grounds and objections made by CCHRA. See Ret. of Mag.; R. p. 2.

Appellant argues she was not allowed to question witnesses. App. Brief at 21. However, since both parties were unrepresented by counsel, doing so would be contrary to Magistrate Rule 13 where the court may make the factual findings by questioning witnesses. The Return indicates Judge Laura Waring investigated the facts presented and did so in accordance with the Rules where she specified the Defendant/Appellant raised applicable defenses, yet the defenses were not borne out by the evidence. Ret. of Mag.; R. p. 3.

5. THE MAGISTRATE DID NOT VIOLATE THE APPELLANT'S RIGHT TO DUE PROCESS BY EXCLUDING THE VIDEO

As noted in Section II(C)(4) above, the Magistrate Court did comply with Magistrate Rule 13 where the South Carolina Rules of Evidence apply but they are relaxed in the interest of justice. In addition, Magistrate Rule 13 requires “all testimony to be given under oath or affirmation.” See S.C. Mag. R, Civ. P. Rule 13. In addition, the Rule states “the court shall have the power to issue subpoenas to compel the attendance of witnesses.” S.C. Mag. R. Civ. P. Rule 13(e). The court “may issues a subpoena, signed but otherwise blank, to a party requesting it, who shall complete it before service.”

Appellant's primary issue with the video evidence appears to be that the magistrate did not review the contents of the video to have an idea of whether or not to sustain CCHRA's objection to relevance. The Magistrate's Return reflects the Magistrate understood the contents of the video and the intentions for introducing the video evidence:

Tenant/Appellant proffered a recording on her laptop as an exhibit. Parties were allowed to confer regarding this recording outside of the presence of the magistrate. The material was voluminous and not reduced to a thumb drive. Objection was made by Landlord/Respondent that the contents were irrelevant. Tenant/Appellant represented that the entire recording was made in 2021 of Moses Sandino, a speech that he had made under COVID Restrictions regarding the CCHRA's publicized position of not evicting people during the pandemic. Tenant/Appellant's proffer was based upon CCHRA's purported offer and her acceptance of that offer that no one was going to be evicted. Tenant proffered shorter excerpts of the same

recording as well as prototypes of HUD rental agreements. Landlord/Respondent's objections to relevancy were sustained.

Ret. of Mag.; R. p. 2. The Return shows the Magistrate understood the contents and purpose of appellant's intent to introduce the video. The Appellant intended to introduce the video evidence for the truth of the matter she asserted – that Mr. Moses offered her a contract.

Not only did the Appellant lack the foundational requirements to introduce the video evidence, the Appellant failed to inform the court of needed witnesses for the time of trial. Prior to the Rule to Vacate or Show Cause, the Court issued a list of instructions for eviction hearings to the Appellant. Ret. of Mag.; R. p. 24. The instructions informed both parties "it is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written statements, even notarized ones." *Id.* para. 6.

The Appellant never informed the court or CCHRA she would require the testimony of any witness at the hearing other than her own. The Magistrate considered the out of court statements in addition to CCHRA's relevance objections. The Magistrate excluded the evidence in favor of the relevance objections after considering the purpose of introducing the evidence and in light of the weight of the evidence at the hearing. Ret. of Mag.; R p. 2.

Even if the video evidence were used in this case, CCHRA would have been able to introduce evidence regarding HUD's requirements of PHAs which states: "if the tenant refuses to enter into a repayment agreement or fails to make payments on an existing or new payment agreement, the PHA must terminate the family's tenancy or assistance, or both." Notice PIH 2018-18 October 26, 2018 para. 16. "HUD does not authorize any PHA-sponsored amnesty or debt forgiveness programs." *Id.* CCHRA agrees with the magistrate's exclusion of the video under the South Carolina Rules of Evidence, Rules 401 and 403 and acted within the confounds of Magistrate Rule 13.

6. APPELLANT'S CLAIMS REGARDING AMOUNT OF RENT WERE NOT AT ISSUE BELOW

Appellant contends that the amount of rent she is charged is unconscionable. See App. Brief at 27. Appellant is raising the issue of the amount of her rent for the first time on the appellate level. The Appellant admitted at the Magistrate level that she paid no amount of money towards due rent. See Ret. of Mag.; R p. 3. Upon review of all of the evidence, the Magistrate was unable to determine whether the Appellant's nonpayment of any rent money was borne out through the evidence. *Id.* On appeal, the Appellant intends to offer additional evidence which was not contemplated at the Magistrate level or the Circuit Court level. Therefore, CCHRA respectfully requests the Court of Appeals disregard Appellant's new arguments regarding the amount of rent applicable to the Appellant's Lease.

7. APPELLANT'S ARGUMENT REGARDING CCHRA'S MOTION AND MEMORANDUM IN OPPOSITION OF APPEAL IS UNFOUNDED.

Appellant contends that CCHRA's Memorandum in opposition to her appeal from Magistrate's court misstates the Magistrate's ruling based upon the Magistrate's Return. Stated more clearly, the Magistrate found "While Tenant/Appellant raised the applicable defenses of the Landlord/Respondent's failure to provide one or more essential services and habitability, these defenses were not borne out by the evidence." Ret of Mag.; R. p. 3. CCHRA utilized the term "validate" the defenses in its memorandum. CCHRA is not disputing that Appellant introduced evidence at the bench trial. CCHRA agrees with the Magistrate, that evidence presented did not reveal that CCHRA failed to provide one or more essential service.

CCHRA filed its Motion and Memorandum in accordance with the South Carolina Rules of Civil Procedure. Specifically, Rule 7 discusses the types of motions and other papers. S.C.R.C.P. Rule 7(b). In the rule, "an applicant to the court for an order shall be by motion which,

unless made during a hearing or trial in open court with a court reporter present, shall be made in writing, shall state with particularity the grounds therefor, and shall set forth the relief sought.” *Id.*

Appellant contends CCHRA moved the court to prevent it from appealing. However, the transcript represents an entirely different recitation of the facts on appeal. CCHRA did not prevent the Appellant from appealing her case, which she established on September 8, 2022. Ret. of Mag.; R. p. 16-17. Furthermore, CCHRA’s filings did nothing to hinder the Appellant from preparing and arguing her appeal at the Circuit Court. Appellant contends CCHRA should have been able to argue its motion to dismiss her appeal and that in its absence the case has continued and hindered her due process. See App. Brief at 32. CCHRA informed the court of the Appellant’s right to be heard based upon her motion for an Appeal, which was filed on September 8, 2022.

Nothing in the Lease documentation prevented the Appellant from conducting this appeal, and the actions of CCHRA have not hindered the Appellant’s rights to due process under the Fourteenth or Fifth Amendment. Appellant contends her appeal is more than about the video and includes “the magistrate denying the then Defendant the right to call the present staff for questioning as witnesses in violation of SCRCF 13.” App. Brief 33. The Magistrate reiterated the instructions provided to both parties at the eviction proceeding stating where she reminded the parties, “it is the parties’ responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones.” Ret. of Mag.; R. p. 1. The Appellant called herself as a witness. Ret. of Mag.; R. p. 2. The Appellant testified during the hearing. Ret. of Mag.; R. p. 2. “The Tenant/Appellant did not present any other witnesses or documents.” Ret. of Mag.; R. p. 3.

The Appellant insists her rights to due process under the Fourteenth and Fifth Amendments were infringed by the eviction process that is required by the Code of Federal Regulations. CCHRA

carried out the eviction process by following the guidelines provided in the Code, by incorporating the grievance hearing process, by terminating tenancy with a serious lease violation, and by providing the requisite notices to the Appellant.

Judge Waring correctly held the Appellant violated her lease terms, and failed to prove her applicable defenses with her own testimony and exhibits. The exhibits provided by CCHRA and the Appellant, when considered collectively, show the Appellant was in violation of her Lease Agreement with CCHRA, which incorporates requirements by HUD and the Code. Judge Waring correctly excluded a video of former Commissioner Sandino Moses purportedly exclaiming that CCHRA would not be evicting tenants during COVID as not only was Mr. Moses not named as a witness prior to the hearing, the video's prejudicial nature exceeded its probative value. Judge Waring correctly excluded the video as not relevant to the proceeding below.

Judge Price at the Circuit level also ruled correctly by not overturning Judge Waring's discretion regarding evidence at the magistrate level. Magistrate Rule 13 is broad and employs a relaxed method of introduction of evidence at the magistrate level.

Appellant did not allege violations of due process at the Magistrate Hearing, and thus are new arguments on appeal. However, the Appellant's arguments that her due process rights were violated under South Carolina's State Constitution, and the United States Constitution, fail. The Appellant was afforded avenues created by the Code of Federal Regulations to ensure the fair and equitable treatment of tenants during an eviction proceeding. The Code requires PHAs to incorporate the reasons for evictions in its leases pursuant to the terms in the Code. In addition, the Code requires PHAs to employ an avenue of recourse to be heard for tenants placed on notice of eviction. CCHRA employed the grievance hearing process, which Appellant refused or failed

to cooperate in attending. Once she failed to cooperate, CCHRA continued with the eviction proceedings as allowed under the South Carolina Landlord Tenant Act.

The Parties engaged in a meaningful eviction proceeding in which thirteen exhibits were entered and testimony was gathered from two witnesses. The Magistrate's court considered the evidence and decided that even though it was possible applicable defenses were present, they were not conclusive with the evidence presented by the Appellant. The Magistrate correctly ruled for an eviction of the Appellant for serious and continued lease violations, an action that CCHRA was required to bring for the Appellant's continued failures under the HUD guidelines.

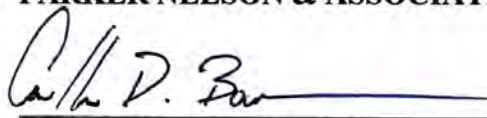
CONCLUSION

For the reasons stated, this Court should affirm the judgment of the Circuit Court.

Respectfully Submitted,

PARKER NELSON & ASSOCIATES

By:



Theodore Parker, III [S.C. Bar No.: 65348]

Carlton D. Bowers, [S.C. Bar No.: 101677]

PARKER NELSON & ASSOCIATES

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ATTORNEYS FOR RESPONDENT
CHARLESTON COUNTY HOUSING
AND REDEVELOPMENT AUTHORITY

Charleston, South Carolina
April 16th, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
KAREN OLIVER)
VS)
CHARLESTON COUNTY)
HOUSING AUTHORITY)

IN THE COURT OF COMMON PLEAS

CIVIL CASE NO: 2022 -CP-10-4182
MAGISTRATE CASE NO: 2022-CV-1011180131

MAGISTRATE'S RETURN

FILED
2022 OCT 13 AM 11:08
JULIE J. ARISTON
CLERK OF COURT

COMES NOW, Laura C. Waring, Magistrate in and for Charleston County, South Carolina and offers this as her Return to the appeal of Tenant/Appellant.

MAGISTRATE'S RETURN

Landlord/Respondent Charleston County Housing authority filed its Application for Ejectment (Eviction) on August 11, 2022, alleging that Tenant/Appellant had failed to pay rent as required by her lease. A hearing was requested by Tenant/Appellant, which was held on September 7, 2022. In the eviction packet, which was served upon Tenant, Form SCCA733B gave notice of the Instructions for Eviction Hearings, including "It is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones."

At the hearing, Landlord/Respondent placed into evidence Exhibits 1-7, without objection:

Plaintiff's Exhibit 1 May 26, 2022 Informal Hearing Notice

Plaintiff's Exhibit 2 June 8, 2022 Informal Hearing Notice

Plaintiff's Exhibit 3 July 5, 2022 Hearing Determination

Plaintiff's Exhibit 4 May 1, 2019-April 30, 2020 Residential Dwelling Lease

Plaintiff's Exhibit 5 May 1, 2022 Annual Reexamination

Plaintiff's Exhibit 6 September 7, 2022 Tenant History

Plaintiff's Exhibit 7 September 7, 2022 Statement Balance Due \$11,120

Plaintiff rested.

Tenant/Appellant called herself as a witness and testified that she had submitted documents to Landlord/Respondent.

Defendant's Exhibit 1 Package of Correspondence (Without Objection)

May 14, 2021 Letter RE: 4/17/21 Recording
May 10, 2022 Letter RE: CCHRA Correspondence Dated April 25, 2022
May 16, 2022 Letter RE: CCHRA's Culpability in Denial of Due Process, etc.
(Undated) Transcript pp. 9, 10
May 21, 2022 Emails
May 17, 2022 Affidavit Isaiah Oliver
May 4, 2022 Affidavit Mosaiah Oliver
May 21, 2022 Letter RE: Investigations
May 16, 2022 Handwritten Letter to Mr. Scott, Attachment 1

Defendant's Exhibit 2 Package of Photographs and related documents (Without Objection)

Tenant/Appellant testified that these photographs showed that the conditions of her home were below industry standard. She stated the roof leaked and the ceiling was moldy/mildewed. She had allergies. She was unable to concentrate on her studies via Zoom because of the condition of the ceiling. Regarding essential services, she testified that the stove was not working properly. For clarification, the magistrate asked about the photograph of the Frigidaire stove with the burner lit. Tenant/Appellant stated that the particular burner was too hot. One of the burners did work properly. A photograph of the exterior of the home was the area she stated was the septic tank backing up.

Defendant's Exhibit 3 Email June 24, 2022 Richardson Construction and Email June 22, 2022 Debra Dusenbury (Without Objection)

Tenant/Appellant testified that she was unable to be present at the CCHA hearing because the ceiling was being repaired.

Defendant's Exhibit 4 Proffered exhibit is not part of Return (Objection Sustained)

Tenant/Appellant proffered a recording on her laptop as an exhibit. Parties were allowed to confer regarding this recording outside of the presence of the magistrate. The material was voluminous and not reduced to a thumb drive. Objection was made by Landlord/Respondent that the contents were irrelevant. Tenant/Appellant represented that the entire recording was made in 2021 of Moses Sandino, a speech that he had made under COVID Restrictions regarding the CCHA's publicized position of not evicting people during the pandemic. Tenant/Appellant's proffer was based upon CCHA's purported offer and her acceptance of that offer that no one was going to be evicted. Tenant proffered shorter excerpts of the same recording as well as prototypes of HUD rental agreements. Landlord/Respondent's objections to relevancy were sustained.

Defendant's Exhibit 5 Email Exchange May 19, 2022 (Without objection)

Tenant/Appellant stated that she had made CCHA aware of her complaints about the condition of her house and had been denied due process regarding her allegations of retaliation.

Defendant's Exhibit 6 Letter April 22, 2022 RE: Lease violations, Supplemental Agreements, and Contractual Violations (Without Objection)

Defendant's Exhibit 7 June 13, 2022 Letter to Stephanie Gladden (Without objection)

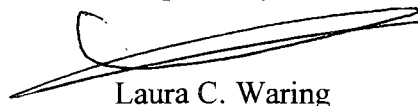
Tenant/Appellant testified she had suffered loss of enjoyment of the premises and that she was unable to sign a new lease because the property was below industry standard and she was not provided a breakdown of the rent under the reexamination process. She stated that she had not paid any amount of the rent that was due.

Tenant/Appellant did not present any other witnesses or documents.

The magistrate reviewed all documents and made a ruling from the bench. While Tenant/Appellant raised the applicable defenses of Landlord/Respondent's failure to provide one or more essential services and habitability, these defenses were not borne out by the evidence. Therefore, on September 7, 2022, the magistrate entered an order of eviction from which Tenant/Appellant appealed on September 8, 2022.

On September 21, 2022, a hearing was held on Bond to Stay Execution. Because Tenant had raised affirmative defenses pertaining to essential services and habitability, the parties were questioned as to fair market value. Both parties agreed that the tenant's portion of the prior rental agreement (\$583.00 of \$1477.00 per month) and Tenant entered a Bond to Stay in the amount of \$583.00 to be paid on the first of each month.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Laura C. Waring", is written over a horizontal line. To the right of the signature, the date "9/22/22" is handwritten.

Laura C. Waring
John's Island Magistrate
1527 Main Road, Ste. 100
John's Island SC 29455
(843) 559-1218

Charleston County Housing and Redevelopment Authority
2106 Mount Pleasant Street
Charleston, SC 29403

CHARLESTON SC 294

8 JUN 2022

US POSTAGE

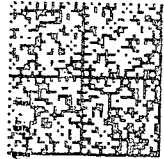
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CERTIFIED MAIL

June 8, 2022

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455.

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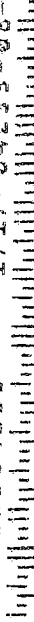
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29455-29403-042

SC: 29403304299

*1717-04253-08-37



DEFINITELY MAIL



91 7108 2133 3931 7897 2990

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
1. Article Addressed to: ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. Karon Olive 1945 Ghara St Johns Island, SC 29455		A. Signature ☒ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Article Number (Transfer from service label) 91 7108 2133 3931 7897 2990		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☒ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Insured Mail (over \$500) ☐ Insured Mail Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	
	)	CIVIL CASE NO: 2022 -CP-10-4182
	)	MAGISTRATE CASE NO: 2022-CV-1011000131
KAREN OLIVER	)	
	)	
VS	)	MAGISTRATE'S RETURN
	)	
	)	
CHARLESTON COUNTY	)	
HOUSING AUTHORITY	)	

COMES NOW, Laura C. Waring, Magistrate in and for Charleston County, South Carolina and offers this as her Return to the appeal of Tenant/Appellant.

MAGISTRATE'S RETURN

Landlord/Respondent Charleston County Housing authority filed its Application for Ejectment (Eviction) on August 11, 2022, alleging that Tenant/Appellant had failed to pay rent as required by her lease. A hearing was requested by Tenant/Appellant, which was held on September 7, 2022. In the eviction packet, which was served upon Tenant, Form SCCA733B gave notice of the Instructions for Eviction Hearings, including "It is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones."

At the hearing, Landlord/Respondent placed into evidence Exhibits 1-7, without objection:

Plaintiff's Exhibit 1 May 26, 2022 Informal Hearing Notice

Plaintiff's Exhibit 2 June 8, 2022 Informal Hearing Notice

Plaintiff's Exhibit 3 July 5, 2022 Hearing Determination

Plaintiff's Exhibit 4 May 1, 2019-April 30, 2020 Residential Dwelling Lease

Plaintiff's Exhibit 5 May 1, 2022 Annual Reexamination

Plaintiff's Exhibit 6 September 7, 2022 Tenant History

Plaintiff's Exhibit 7 September 7, 2022 Statement Balance Due \$11,120

Plaintiff rested.

Tenant/Appellant called herself as a witness and testified that she had submitted documents to Landlord/Respondent.

Defendant's Exhibit 1 Package of Correspondence (Without Objection)

May 14, 2021 Letter RE: 4/17/21 Recording
May 10, 2022 Letter RE: CCHRA Correspondence Dated April 25, 2022
May 16, 2022 Letter RE: CCHRA's Culpability in Denial of Due Process, etc.
(Undated) Transcript pp. 9, 10
May 21, 2022 Emails
May 17, 2022 Affidavit Isaiah Oliver
May 4, 2022 Affidavit Mosaiah Oliver
May 21, 2022 Letter RE: Investigations
May 16, 2022 Handwritten Letter to Mr. Scott, Attachment 1

Defendant's Exhibit 2 Package of Photographs and related documents (Without Objection)

Tenant/Appellant testified that these photographs showed that the conditions of her home were below industry standard. She stated the roof leaked and the ceiling was moldy/mildewed. She had allergies. She was unable to concentrate on her studies via Zoom because of the condition of the ceiling. Regarding essential services, she testified that the stove was not working properly. For clarification, the magistrate asked about the photograph of the Frigidaire stove with the burner lit. Tenant/Appellant stated that the particular burner was too hot. One of the burners did work properly. A photograph of the exterior of the home was the area she stated was the septic tank backing up.

Defendant's Exhibit 3 Email June 24, 2022 Richardson Construction and Email June 22, 2022 Debra Dusenbury (Without Objection)

Tenant/Appellant testified that she was unable to be present at the CCHA hearing because the ceiling was being repaired.

Defendant's Exhibit 4 Proffered exhibit is not part of Return (Objection Sustained)

Tenant/Appellant proffered a recording on her laptop as an exhibit. Parties were allowed to confer regarding this recording outside of the presence of the magistrate. The material was voluminous and not reduced to a thumb drive. Objection was made by Landlord/Respondent that the contents were irrelevant. Tenant/Appellant represented that the entire recording was made in 2021 of Moses Sandino, a speech that he had made under COVID Restrictions regarding the CCHA's publicized position of not evicting people during the pandemic. Tenant/Appellant's proffer was based upon CCHA's purported offer and her acceptance of that offer that no one was going to be evicted. Tenant proffered shorter excerpts of the same recording as well as prototypes of HUD rental agreements. Landlord/Respondent's objections to relevancy were sustained.

Defendant's Exhibit 5 Email Exchange May 19, 2022 (Without objection)

Tenant/Appellant stated that she had made CCHA aware of her complaints about the condition of her house and had been denied due process regarding her allegations of retaliation.

Defendant's Exhibit 6 Letter April 22, 2022 RE: Lease violations, Supplemental Agreements, and Contractual Violations (Without Objection)

Defendant's Exhibit 7 June 13, 2022 Letter to Stephanie Gladden (Without objection)

Tenant/Appellant testified she had suffered loss of enjoyment of the premises and that she was unable to sign a new lease because the property was below industry standard and she was not provided a breakdown of the rent under the reexamination process. She stated that she had not paid any amount of the rent that was due.

Tenant/Appellant did not present any other witnesses or documents.

The magistrate reviewed all documents and made a ruling from the bench. While Tenant/Appellant raised the applicable defenses of Landlord/Respondent's failure to provide one or more essential services and habitability, these defenses were not borne out by the evidence. Therefore, on September 7, 2022, the magistrate entered an order of eviction from which Tenant/Appellant appealed on September 8, 2022.

On September 21, 2022, a hearing was held on Bond to Stay Execution. Because Tenant had raised affirmative defenses pertaining to essential services and habitability, the parties were questioned as to fair market value. Both parties agreed that the tenant's portion of the prior rental agreement (\$583.00 of \$1477.00 per month) and Tenant entered a Bond to Stay in the amount of \$583.00 to be paid on the first of each month.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Laura C. Waring', is written over a horizontal line. To the right of the signature, the date '9/22/22' is handwritten.

Laura C. Waring
John's Island Magistrate
1527 Main Road, Ste. 100
John's Island SC 29455
(843) 559-1218

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
September 27, 2022

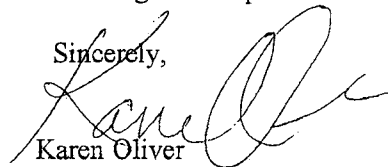
Hon. Laura C. Waring
Johns Island Magistrate via email johnsisland@charlestoncounty.org
1527 Main Road Suite 100
Johns Island, SC 29455

RE: Civil Case 2022CV1011000131
Subject: Statute Modification

Dear Judge Waring:

I am requesting that the modification to the payment procedure being received by CCHRA directly as opposed to your office be put in writing. To avoid any confusion should the recording be compromised this way all parties are protected. We've already experienced a variance, and this would prevent any confusion. An addendum including that deviation would suffice, and I would come by and sign preferably before the weather gets bad. Please oblige this request.

Sincerely,



Karen Oliver

CC

CCHRA

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

2022CV1011000131

CIVIL CASE NUMBER

MAGISTRATE'S COURT

BOND TO STAY EXECUTION
ON APPEAL

Charleston County Housing
Authority
2106 Mt. Pleasant Street
Charleston, SC 29403
(843) 628-4176

LANDLORD

Vs

Karen Evette Oliver
1945 Ghana Street
Johns Island, SC 29455-0000

TENANT(S)

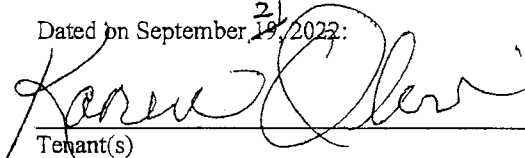
TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on **September 8, 2022**, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of ~~\$0.00~~ ^{\$583⁰⁰} per month, due on the first day of each month, beginning October 1, 2022

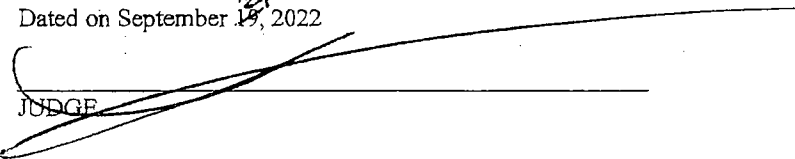
Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on September ²¹~~19~~, 2022:


Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

Dated on September ²¹~~19~~, 2022


JUDGE

Johns Island/Wadmalaw Magistrate
1527 Main Road, Suite 100
Johns Island, SC 29455
Phone: (843) 559-1218
Fax: (843) 559-2378

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE MAGISTRATES COURT

KAREN OLIVER)

MAGISTRATE CASE NO: 2022-CV-1011000131

VS)

SUPPLEMENTAL ORDER ON BOND

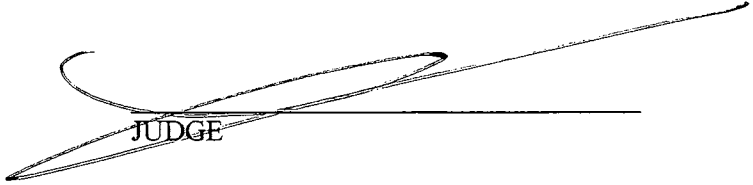
CHARLESTON COUNTY)
HOUSING AUTHORITY)

TO: Circuit Court

On September 21, 2022, a hearing was held on Bond to Stay Execution. Because Tenant had raised affirmative defenses pertaining to essential services and habitability, the parties were questioned as to fair market value. Both parties agreed that the tenant's portion of the prior rental agreement (\$583.00 of \$1477.00 per month) and Tenant entered a Bond to Stay in the amount of \$583.00 to be paid on the first of each month. An order was entered on the same date, from which tenant requested clarification.

This supplemental order reflects the terms and conditions of payment which were stated in open court on September 21, 2022.

Payments are to be made by cash, cashier's check or money order by Tenant directly to Landlord, who shall provide Tenant a receipt.


JUDGE

Dated on:

September 27, 2022

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

2022CV1011000131

CIVIL CASE NUMBER

MAGISTRATE'S COURT

BOND TO STAY EXECUTION
ON APPEAL

Charleston County Housing
Authority
2106 Mt. Pleasant Street
Charleston, SC 29403
(843) 628-4176

LANDLORD

Vs

Karen Evette Oliver
1945 Ghana Street
Johns Island, SC 29455-0000

TENANT(S)

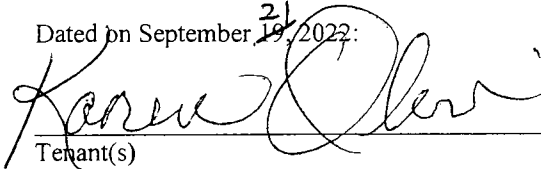
TO: Circuit Court

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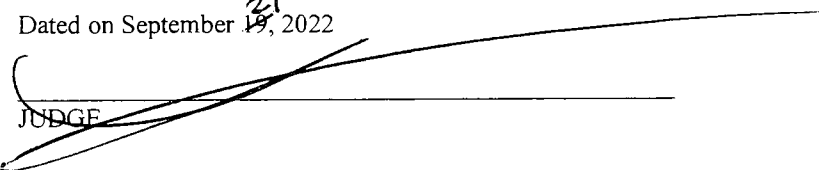
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Dated on September ²¹ ~~19~~, 2022:


Tenant(s)

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Dated on September ²¹ ~~19~~, 2022


JUDGE

Johns Island/Wadmalaw Magistrate
1527 Main Road, Suite 100
Johns Island, SC 29455
Phone: (843) 559-1218
Fax: (843) 559-2378

Heather M. Levy

From: johnsisland
Sent: Wednesday, September 21, 2022 2:22 PM
To: Bonnie Campbell
Cc: johnsisland
Subject: Civil Appeal 2022CP104182
Attachments: 20220921140334904.pdf

Bonnie,

Attached is the bond to stay execution on appeal for 2022CP104182. Please let the court know if you need anything else regarding this document.

-----Original Message-----

From: copier@charlestoncounty.org <copier@charlestoncounty.org>
Sent: Wednesday, September 21, 2022 2:04 PM
To: johnsisland <johnsisland@charlestoncounty.org>
Subject: Message from "RNP002673EF750E"

This E-mail was sent from "RNP002673EF750E" (MP 2555).

Scan Date: 09.21.2022 14:03:34 (-0400)
Queries to: copier@charlestoncounty.org

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

Karen Oliver

Plaintiff(s)

vs.

CCHRA

Defendant(s)

Submitted By: Karen Oliver

Address: 1945 Ghana Street Johns Island, SC 29455

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2022 -CP - 10 - 4182

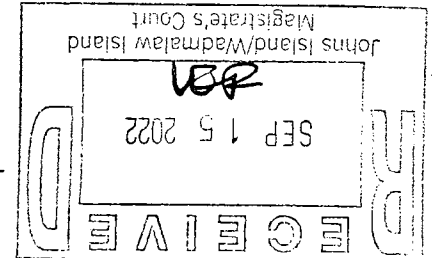
SC Bar #: _____

Telephone #: _____

Fax #: _____

Other: _____

E-mail: _____



NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. This form is NOT required to be filed in E-Filed Cases.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint. ☐ NON-JURY TRIAL demanded in complaint.
- ☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Certificate Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|---|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ General (130)
☐ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver/
Warranty (160)
☐ Employment Discrim (170)
☐ Employment (180)
☐ Other (199) _____ | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 ____ -NI- ____
☐ Notice/ File Med Mal (230)
☐ Other (299) _____ | Torts - Personal Injury
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) _____ | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____ |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) _____ | Administrative Law/Relief
☐ Reinstate Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) _____ | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured
Settlement Payment Rights
Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers
Compensation Settlement
Approval (780)
☐ Incapacitated Adult
Settlement (790)
☐ Other (799) _____ | Appeals
☐ Arbitration (900)
☒ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) _____ |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) _____
☐ Sexual Predator (510)
☐ Permanent Restraining Order (680)
☐ Interpleader (690) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an
Out-of-County Action (660)
☐ Pre-Suit Discovery (670) | | |

Submitting Party Signature: Karen Oliver

Date: 8 Sept. 2022

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

2022 -CP-10- 4182

Karen Oliver
Plaintiff

APPEAL

BY DR

JULIE J. ARMSTRONG
CLERK OF COURT

2022 SEP -8 PM 4:08

FILED

CCHRA
Defendant

-VERSUS-

Magistrate/Municipal Judge's name:

Judge Laura Waring

I, Karen Oliver Plaintiff/Defendant in this civil action make the following claim.

1. I believe that the plaintiff/Defendant resides in Charleston County and is within the jurisdiction of this court.

2. I make this appeal based on the following errors committed by the lower court.

Please see Attached items

3. I believe, because of the above information, that I am entitled to and request

I state under penalty of perjury that the above is correct and truthful.

Dated 8/Sept/22

Signed

Karen Oliver

Address of plaintiff

2106 Mt. Pleasant St.
Charleston, SC
29403

Address of defendant

1945 Rhana St.
Johns Island SC
29455

843-722-1945
Telephone number 722 1942

843 303-3410
Telephone number

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

COMMON PLEAS CASE NUMBER

2022CV1011000131

MAGISTRATE CIVIL CASE NUMBER

Karen Oliver

APPELLANT(S)

IN THE COURT OF COMMON PLEAS

VS.

NOTICE OF CIVIL APPEAL

CCHRA

2106 Mt. Pleasant St

Charleston, SC

RESPONDENT(S)

29403

The plaintiff/defendant (circle one), Karen Oliver

gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Charleston.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 7 day of September, 2022.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

The judge refused to listen to or view a recording of an interview with the Chairman of the board for CCHRA making a declaration concerning evictions. The judge allowed the Plaintiff to review a snippet of the video and made her decision to exclude it from evidence without being informed of its content and relevancy. The judge relied on the prejudicial view of the Plaintiff and not an equitable determination by an unbiased person authorized to do so -herself. The Plaintiff indicated that she was not aware of the video. It shouldn't matter whether or not the Plaintiff had previous knowledge of the video. The relevancy is not determined by someone's previous knowledge. The Plaintiff misled the court. The judge failed to make a sound, informed and unbiased decision to exclude it from evidence along with the assented agreement made by the Defendant. The instructions for Eviction Hearings as provided by the Magistrate Court does not indicate how videos are to be presented. The court did not provide the judge's personal preference to how video presentations are to be made. The documentation should have been allowed even if the video was not. Total disregard for the Defendant's right to an equitable due process.

Please see the attached page two (2).

Karen Oliver

Appellant (or his attorney)

Dated: 8 day of September 2022

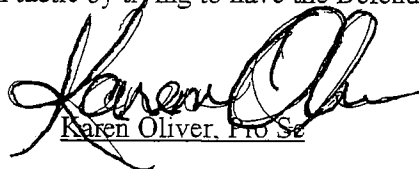
FILED
2022 SEP -8 PM 4:09
JULIE J. ARMSTRONG
CLERK OF COURT

The judge rushed the case as she indicated the court closes at 12:30 and it was already 12:30. The sense of rushing along made not for an equitable setting for the Defendant. The judge commented on the number of documents that the Defendant presented and attempted to present. She did not give sufficient time to review the documentation and allow for questions and rebuttal. The case should have been scheduled for another time to allow proper execution of due process. The judge seemed to be more concerned with breaking for lunch. She never offered to just have a recess and return afterwards.

The judge excused herself from the court to allow the Plaintiff to review the video. The Plaintiff was clearly disturbed to know that the Chairman of CCHRA made such declaration that no eviction. We are not trying to kick people out of their homes. The judge relied only on the interpretation of the Plaintiff when she clearly saw that she was in violation of the decree set forth by Sandino Moses. If the judge had just listened maybe not view, she would not have relied on the Plaintiff's biased opinion. According to the CDC we are still in a pandemic, certain guidelines are still present. The judge failed to make an informed unbiased opinion.

The judge did not think that a roof being replaced, the ceilings and mold/mildew within the home was cause for conditions that affected the health and safety of the residence. Animals were coming into the walls of the residence. A faulty temperature control switch on the stove which could lead to a fire was ignored. If one burner works, she declared it was not a safety risk. The septic tank is overflowing. The defendant provided pictures of all except the refrigerator being held closed by bungee cords. The misfeasance of not having an exhaust fan in the bathroom is not legal yet, the judge would not consider it. The Defendant had to contact HUD to get the roof and the ceilings repaired/replaced. If HUD had to get involved, then clearly there was a problem with the immediate safety.

The judge accepted a lease from 2020 when the Plaintiff's paperwork included totals from an unsigned lease that had not been agreed upon. The Plaintiff stated that it contained the current lease, but \$4000.00 was for the past four months on a lease that was not yet agreed upon. Therefore, the total owed should not be that it should reflect the current lease from 2020. The Plaintiff provided it for the court. The yet, to be agreed upon lease even indicates a contradiction to the proceedings. That particular lease indicates that there is no retroactive rent. Leading the Defendant to ask for a hearing with CCHRA personnel when her questions were not answered about the total amount. The Plaintiff did not follow their own hearing policy. The Plaintiff used intimidation tactic by trying to have the Defendant's mailbox tampered with by a maintenance personnel, Mr. Green.


Karen Oliver, Pro Se

September 7, 2022

1945 Chan St.
Johns Island, SC 29453

FILED
2022 SEP - 8 PM 09
JULIE J. ARMSTRONG
CLERK OF COURT

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

2022CV1011000131

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Charleston County Housing
Authority
2106 Mt. Pleasant Street
Charleston, SC 29403
(843) 628-4176

VOID

PLAINTIFF(S)

Vs
Karen Evette Oliver
1945 Ghana Street
Johns Island, SC 29455-0000

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

Upon Judgment of this Court, rendered on the 8th day of September, 2022, you are hereby Ordered to proceed to the premises located at **1945 Ghana Street**

Johns Island, SC 29455-0000.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

September 12, 2022

Johns Island Wadmalaw Magistrate

_____, being duly sworn state that:

- ☐ I personally served a copy of this Writ on _____, an occupant of the rental unit
- ☐ On _____ 20____, at _____ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- ☐ On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- ☐ Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- ☐ The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- ☐ Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
)
)
)

2022CV1011000131
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Charleston County Housing
Authority
2106 Mt. Pleasant Street
Charleston, SC 29403
(843) 628-4176

PLAINTIFF(S)

Vs
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- ☐ The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- ☐ Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

2022CV1011000131
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

VOID

Charleston County Housing
Authority
2106 Mt. Pleasant Street
Charleston, SC 29403
(843) 628-4176

PLAINTIFF(S)

Vs.

Karen Evette Oliver
1945 Ghana Street
Johns Island, SC 29455-0000

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

Upon Judgment of this Court, rendered on the 8th day of September, 2022, you are hereby Ordered to proceed to the premises located at **1945 Ghana Street**

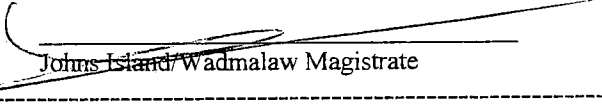
Johns Island, SC 29455-0000.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

September 12, 2022


John Island/Wadmalaw Magistrate

_____, being duly sworn state that:

- ☐ I personally served a copy of this Writ on _____, an occupant of the rental unit
- ☐ On _____ 20____, at _____ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- ☐ On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- ☐ Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- ☐ The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- ☐ Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

STATE OF SOUTH CAROLINA

2022CV1011000131
CIVIL CASE NUMBER

COUNTY OF CHARLESTON

IN THE MAGISTRATE'S COURT

DISPOSITION NOTICE

Charleston County Housing
Authority
2106 Mt. Pleasant Street
Charleston, SC 29403
(843) 628-4176

S/C Hrg Sept 7, 2022 at 11:30 am

Stephane Gladen

PLAINTIFF(S)

Plaintiff(s) Attorney

Vs

Karen Evette Oliver
1945 Ghana Street
Johns Island, SC 29455-0000
843-303-3410

D

DEFENDANT(S)

Defendant(s) Attorney

Date Filed: August 11, 2022 Date Served: By:

Civil Action Type: Rule to Vacate \$40 Answered Date:

Counterclaim Date: Counterclaim Served Date:

Suit Amount: Counterclaim Amount:

☒ Find for Plaintiff ☐ Find for Defendant
☐ Case Settled ☐ Ended in Bankruptcy
☐ Action Dismissed ☐ Transfer to Other Court
☐ Order Of Dismissal ☐ Stipulation of Dismissal
☐ Voluntary non-suit with Prejudice ☐ Default Judgment
☐ Voluntary non-suit w/o Prejudice ☐ Summary Judgment for Plaintiff (Defendant failed to appear)
☐ Other ☐ Summary Judgment for Defendant (Plaintiff failed to appear)

It is so ordered and adjudged: See Attached Order Statement of judgment by the court

Amount: \$ Interest:
Cost: \$ Other:
Atty. Fees: \$ Total:

Dated at Johns Island/Wadmalaw Magistrate, SC, this 7 day of September 2022.

This judgment was entered on the day of and a copy mailed first class this day
of To attorneys or recorded parties when appearing pro se. (Clerks Initials)

Remarks:

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)

2nd 8/29-89/5
2022CV1011000131
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Charleston County Housing
Authority
2106 Mt. Pleasant Street
Charleston, SC 29403

Phone: (843) 628-4176

PLAINTIFF(S)

Vs

Karen Evette Oliver
1945 Ghana Street
Johns Island, SC 29455-0000

843 303 3410

Phone: (000) 000-0000

DEFENDANT(S)

TO Karen Evette Oliver : Charleston County Housing Authority is asking this Court to evict you from the property listed above because they claim that:

- ☒ You have failed to pay rent when due or demanded in the amount of \$9979.
☐ The terms of your tenancy or occupancy have ended.
☐ You have violated the terms or conditions of your lease by:

You the defendant(s) or lessee(s) of the premises located at the address listed above, **and all others**, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

Johns Island/Wadmalaw Magistrate
1527 Main Road, Suite 100
Johns Island, SC 29455
(843) 559-1218

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

08/11/2022

Judge, Johns Island/Wadmalaw Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Karen Evette Oliver on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. 8-16-22	10:19am	<i>[Signature]</i>	8-16-2022	10:19am
2. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
3. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT <i>Karen Oliver</i>	

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER
[Signature]

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

_____ MAGISTRATE'S CLERK

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)

2022CV1011000131
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Charleston County Housing
Authority
2106 Mt. Pleasant Street
Charleston, SC 29403

Phone: (843) 628-4176

PLAINTIFF(S)

Vs
Karen Evette Oliver
1945 Ghana Street
Johns Island, SC 29455-0000

Phone: (000) 000-0000

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- ☐ You have violated the terms or conditions of your lease by:

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08/11/2022

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DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
2. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT	
3. _____	_____	_____	_____	

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

INSTRUCTIONS FOR EVICTION HEARINGS

1. Both plaintiff and defendant have the right to come to court and give his/her side of the case.
2. If either party desires a jury trial, s/he must request one in writing at least 5 business days before the date originally scheduled for the hearing.
3. Parties may come to court and speak for themselves, or they may have a lawyer represent them. If you want a lawyer, you should get one right away.
4. Parties may call the South Carolina Lawyer Referral Service at (800) 868-2284 and ask them to refer you to a lawyer if you do not have one.
5. If the defendant cannot afford a lawyer, you may call South Carolina Legal Services at (888) 346-5592 to see if you qualify for free legal assistance.
6. It is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones.
7. The Court will not telephone a witness to take testimony.
8. The Court cannot reschedule a case because a witness is not present *unless* the witness is under subpoena.
9. The Court will issue subpoenas to any witnesses if you advise the Court at least 10 days before trial of the name, address, and phone number of the witness. If you wish to subpoena a witness in your county, you will have to mail or deliver a fee of \$8.00 to the magistrate's court for preparing and serving a subpoena. The party requesting the subpoena is required to pay to the subpoenaed witness a fee of \$25.00 plus mileage for each day's attendance. (See Rule 45(b)(1) of the South Carolina Rules of Civil Procedure.)
10. If an emergency arises (not a mere inconvenience or a conflict) and you cannot be in Court at your scheduled time, you must notify the Court immediately.
11. If you are an active member of the Armed Services of the United States, please advise the Court immediately upon receipt of this notice.
12. If you are a business and are going to be represented by someone who is not an attorney, a Non-Lawyer Authorization Form *must* be on file at the Magistrate's Office before trial. (See Rule 21 of the South Carolina Civil Rules of Magistrate Court, Business Representation.)

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

CCHRA

PLAINTIFF(S)

VS.

Karen Oliver

DEFENDANT(S)

2022CV1011000B1

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

APPLICATION FOR
EJECTMENT
(Eviction)

I, Stephanie Gladden, plaintiff in this action, state that I am the
landlord-lessor of premises within the jurisdiction of Magistrate Stoney/Waring
which is described as: (address and description of premises – apartment, house, etc.)

1945 Ghana Street, Johns Island 29455

I further state that, with regard to the above-described premises, a landlord-tenant relationship
exists between myself and the defendant, Karen Oliver, the tenant-lessee, as
evidenced by the following: (Attach lease papers or other written proof.)

Lease

Grounds for this ejectment are one or more of the following:

☒ The tenant fails or refuses to pay the rent when due or when demanded in the amount
of \$ 9,979.00 ; or

☐ The term of tenancy or occupancy has ended; or

☐ The terms or conditions of the lease have been violated as follows:

Rent 4,673.00; Late Fee \$140.00; Legal Fee \$40.00

Retro Rent \$5,166.00; Balance due \$9,979.00

Sworn to before me

this 9th day of August, 22.

[Signature]
Magistrate or Notary Public for South Carolina

My Commission expires

2-05-2025

[Signature]
PLAINTIFF (or his attorney/agent)

2106 Mt. Pleasant Street

Address

Chas, SC 29403

City/State/Zip

843-628-4176

Phone Number

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)

2022CV1011000131
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE (EVICTION)

Charleston County Housing
Authority
2106 Mt. Pleasant Street
Charleston, SC 29403

Phone: (843) 628-4176

PLAINTIFF(S)

Vs

Karen Evette Oliver
1945 Ghana Street
Johns Island, SC 29455-0000

Phone: (000) 000-0000

DEFENDANT(S)

TO Karen Evette Oliver : Charleston County Housing Authority is asking this Court to evict you from the property listed above because they claim that:

- ☒ You have failed to pay rent when due or demanded in the amount of \$9979.
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You the defendant(s) or lessee(s) of the premises located at the address listed above, **and all others**, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

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08/11/2022

Judge, Johns Island/Wadmalaw Magistrate

Personally appeared before me, the undersigned deponent, being duly sworn, , says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Karen Evette Oliver on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
2. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT	
3. _____	_____	_____	_____	

Sworn to and subscribed before me

This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

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INSTRUCTIONS FOR EVICTION HEARINGS

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STATE OF SOUTH CAROLINA
COUNTY OF Charleston
CCHRA

PLAINTIFF(S)

VS.

Karen Oliver

DEFENDANT(S)

2022CV1011000B1

CIVIL CASE NUMBER

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Rent 4,673.00; Late Fee \$140.00; Legal fee \$40.00

Retro Rent \$5,166.00; Balance due \$9,979.00

Sworn to before me

this 9th day of August, 22.

Stephanie Gladden
Magistrate or Notary Public for South Carolina

My Commission expires

2-05-2025

Stephanie Gladden
PLAINTIFF (or his attorney/agent)

2106 Mt. Pleasant Street

Address

Chas, SC 29403

City/State/Zip

843-628-4176

Phone Number

STATE OF SOUTH CAROLINA

COUNTY OF

Charleston

CCHRA

PLAINTIFF(S)

VS.

Karen Oliver

DEFENDANT(S)

CIVIL CASE NUMBER:

IN THE MAGISTRATE'S COURT

CERTIFICATION OF COMPLIANCE
WITH THE CORONA VIRUS AID, RELIEF,
AND ECONOMIC SECURITY ACT

(Evictions)

My name is:

Stephanie

First

Middle

Gladden

Last

I am (check one) ☐ the Plaintiff or ☐ an authorized agent of the Plaintiff in the eviction case described at the top of this page. I am capable of making this certification. The facts stated in the certification are within my personal knowledge and are true and correct.

1. Verification:

Plaintiff is seeking to recover possession of the following property:

1945 Ghana Street, Chas, SC 29455

Name of Apartment Complex (if any)

Street Address & Unit No. (if any) City County State ZIP

I verify this property ☐ is ☒ is not a "covered dwelling" as defined by Section 4024(a)(1) of the Coronavirus Aid, Relief, and Economic Security Act. The facts on which I base my conclusion are as follows:

(Please identify which data base or the other information you have used to determine that the property does not have a federally backed mortgage loan or federally backed multifamily mortgage loan.)

Is the property a Low Income Housing Tax Credit (LIHTC) property? (check one)

☐ Yes

☒ No

Is the property federally subsidized under any HUD program? (check one)

☒ Yes

☐ No

Is the property rented to persons with Section 8 vouchers? (check one)

☐ Yes

☒ No

The Plaintiff ☐ is ☒ is not a multifamily borrower receiving forbearance as described in § 4023(d) of the Coronavirus Aid, Relief, and Economic Stimulus Act

2. Declaration:

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.

My name is: Stephanie Gladden
First Middle Last

My address is: 2106 Mt. Pleasant Street Char SC 29403
Street Address & Unit No. (if any) City State ZIP

Signed on: 8 / 9 / 22 in Charleston County, South Carolina
Month Day Year

Stephanie Gladden
Signature

Charleston County Housing Authority

2106 MOUNT PLEASANT ST.
CHARLESTON, SC 29403-0000

(843) 722-1942

STATEMENT

To: Oliver, Karen
1945 Ghana Street
John's Island, SC 29455-0000

Date: 08/03/2022
Project: 13
Unit: 1945
Tenant: 131945.02

<u>Date</u>	<u>Ref No</u>	<u>Type</u>	<u>Comment</u>	<u>Amount</u>	<u>Balance</u>
07/01/2022	CPR	1	Rental Charge	1,091.00	8,823.00
07/06/2022	CPP	15	Late Payment Charge	25.00	8,848.00
08/01/2022	CPR	1	Rental Charge	1,091.00	9,939.00
08/03/2022	Adj022033	13	Warrant of Ejectment	40.00	9,979.00

Message

Balance Due 9,979.00

Security Deposit - Paid: 200.00 Due: 0.00

Aged Balances - Current: 1,131.00 31-60: 1,116.00 61-90: 1,116.00 91-Over: 6,616.00

Charleston County Housing and Redevelopment Authority
2106 Mt. Pleasant Street
Charleston, South Carolina 29403
(843) 722-1972

RESIDENTIAL DWELLING LEASE

TENANT Karen Oliver TENANT # 131945.02
PROPERTY ADDRESS 1945 Ghana Street, Johns Island, SC 29455

1. IDENTIFICATION OF PARTIES AND PREMISES:

The Charleston County Housing and Redevelopment Authority of Charleston (CCHRA), South Carolina (Management) relying upon the statements, certifications, and other information provided by the tenant, also known as Tenant in this lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed application for admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Unit No. _____ located at 1945 Ghana Street

Johns Island South Carolina, (called premises in this lease) consisting of 3 bedrooms. By signing this lease Tenant agrees to all terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security #
1. <u>Oliver, Karen</u>	<u>Hg H</u>	<u>_____</u>
2. <u>Oliver, Mosaiah</u>	<u>Son</u>	<u>_____</u>
3. <u>Oliver, Isaiah</u>	<u>Son</u>	<u>_____</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

2. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

Charleston County Housing and Redevelopment Authority (CCHRA) hereby leases unto Resident for the term hereinafter stated (subject to earlier termination as hereinafter provided) the premises described above. The term of this lease shall be for a period of 12 months and will begin on May 1, 20 19, and expire on April 30, 20 20 at a rental of \$ 238.00 per month. Upon the expiration date of this lease, unless renewed by the parties by signing a new lease agreement, this lease will become a month to month tenancy.

This lease shall be renewed for an additional 12 months unless the community service requirement is not fulfilled.

- ☐ This rent is based on the Authority-determined flat/ceiling rent of \$ 1,477.00 for this unit.
☒ This rent is based on the income and other information reported by the Resident.

Families may change rent calculation methods at any re-certification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

- (A) Rent is due and payable in advance without notice on the 1st day of each month and is delinquent after the 5th day of the month. This rent will remain in effect unless adjusted in accordance with the provisions of Section 6 hereof.

If rent is unpaid when due and resident fails to pay rent within 5 days of due date, a late charge of \$25.00 will be charged to the Resident's account. **No additional late notice will be given. ON THE 14th DAY OF EACH MONTH YOUR ACCOUNT WILL BE SENT TO THE MAGISTRATE WITH THE COST OF COLLECTION FEES ADDED TO THE ACCOUNT.**

IF YOUR ACCOUNT IS SENT TO THE MAGISTRATE THREE (3) TIMES WITHIN A 12-MONTH PERIOD FOR COLLECTION, THE WARRANT OF EJECTION WILL BE ENFORCED ON THE THIRD OCCASION REGARDLESS OF WHETHER OR NOT PAYMENT HAS BEEN TENDERED. To eliminate the possibility of loss or theft, rent payments should be either by check, cashier's check or money order. **Cash is not an acceptable form of payment.**

- (B) SECURITY DEPOSIT: Resident agrees to pay a security deposit in the total amount of **\$200.00** prior to signing of the lease, and first month's rent. Management shall pro-rate rent when applicable.

The deposit is to be applied against any damage done to the premises by the tenant, his/her household, or guest, normal wear and tear excepted; and to pay when presented with an itemized bill the full amount of any such damage in order that the deposit will remain in tact. Upon termination of this lease, the deposit is to be refunded to the tenant or to be applied to any damage or any rent delinquency, attorney's fees, court, or eviction costs, or unpaid service charges.

- (C) RETURNED CHECKS: A check returned for non-sufficient funds will be considered non-payment of rent. Resident agrees to pay \$35.00 for each dishonored check for additional bookkeeping costs and handling charges. If more than one (1) check is returned, all future rent and other charges shall be paid in the form of cashier's check, certified check or money order.

3. **OCCUPANTS OF UNIT:** The resident hereby agrees that the above-described premises will be occupied as a private residence by the resident and his immediate family. All immediate family members who are eighteen years old or older must be signatories to this lease. **All family members shall become a signatory to this lease within thirty days after their eighteenth birthday.** Failure to do so shall constitute cause for termination of this lease.

Management hereby agrees that the resident shall have exclusive use and occupancy of the premises described in the lease. All overnight guests shall be registered with management. Failure to properly register overnight guest with management shall constitute a lease violation, which shall constitute cause for termination of this lease. This provision does not exclude reasonable accommodations (not to exceed thirty (30) days and six (6) holidays per twelve-month period, unless approved by management).

Guest is defined as a person in the leased unit with the consent of tenant or immediate family. With the written consent of Management the unit may be occupied by foster children or a live-in aide. A live-in aide is not a member of the assisted family, but lives in the unit to provide essential care services for an elderly or disabled person who (A) is determined to be essential to the care and well-being of the person; (B) is not obligated for the support of the person; and (C) would not be living in the unit except to provide the necessary supportive services.

4. **UTILITIES AND APPLIANCES:** Utility allowances for said unit will be \$ 287.00 per month. Management agrees to furnish a cooking range (serial # on file), refrigerator (serial # on file) and hot water heater (serial # on file) without charge. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Resident must **obtain, keep in effect and pay for electricity, gas, water, sewer or other utilities which are not furnished by Management.** Resident agrees to use, only in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities provided by the Management. **Failure to keep utility service available to the dwelling is considered a health hazard and is grounds for termination of this lease. Resident also hereby authorizes all utility companies to provide management with data regarding resident's monthly consumption of utilities for the purpose of establishing and updating utility allowances.**

5. **REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

Rental rate changes will be made at least 60 days prior to the end of tenancy. Resident agrees to furnish accurate and complete information to Management as to household composition, income, net family assets, employment and allowance and deduction for use by Management to determine whether Resident is paying the appropriate amount of rent and whether the unit size meets approved occupancy standards.

This determination will be made in accordance with the approved Management Plan. Upon completion of any review of income or family composition, Management will execute a new lease or mail a written Notice of Rent Adjustment to the Resident. The Resident agrees to accept said Notice of Rent Adjustment as an amendment to this Lease. All additional charges shall become due and payable in full.

A. No changes in rent will be made except in connection with reexamination, or under the following conditions, subject to procedures as authorized in the approved Management Plan.

- (1) Loss of, or addition of, income.
- (2) Resident received delayed start of periodic payment in a lump sum.
- (3) To correct an error which occurred in connection with admission or reexamination.
- (4) If it is found that a resident has misrepresented to Management the facts upon which his rent is based, so that the rent he is paying is less than he should be charged, then the increase in rent shall be made retro-active. Retroactive rent will be paid immediately. A repayment schedule is

possible, with the consent of management. **Misrepresentation of facts upon which rent is based is one of the elements used to determine fraud. Management reserves the right to prefer charges.** Except in situations covered in Paragraph 5 A. (4) herein above (misrepresentation) any increases in rent with the lease year should be effective the second month following the triggering event.

(5) Income reviews will be held every third year for Residents choosing the flat/ceiling rent option. Residents who have chosen this option will be notified at the appropriate time for their re-certification.

(6) In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, Charleston County Housing and Redevelopment Authority will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

(7) A Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud. Charleston County Housing and Redevelopment Authority shall verify the information to determine if a decrease in the rent is warranted.

Any and all changes in family composition and family income must be reported in writing within 10 days of the change. Failure to report changes shall constitute cause for termination of this agreement and may be cause to prefer charges for fraud.

- B. If Management determines that the size of the dwelling unit is no longer appropriate to Resident's needs, the resident agrees to transfer to the correct size dwelling unit, upon proper notice by Management, that such unit is available. Refusal of the offer of a new lease for a unit of appropriate size is grounds for termination of the Lease. In Single Family Dwellings (scattered sites) when the family size decreases three (3), the family will be given twelve (12) months to vacate.
- C. Tenant may ask management to explain, under its grievance procedures, any rent, change or unit transfer.

6. THE MANAGEMENT AGREES:

- A. To maintain the premises and the complex in a decent, safe and sanitary condition.

- B. To comply with requirements of applicable state laws, building codes and other regulations materially affecting health and safety.
- C. To make necessary repairs to the premises within a reasonable amount of time.
- D. To keep complex building, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances including elevators, supplied by the Management.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish and other waste removed from the premises by the Resident and as city ordinance require.
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- H. To notify the Tenant of the reasons for any adverse action by management including, but not limited to, a proposed lease termination, transfer of unit and imposition of repair charges. The notice of proposed adverse action shall inform the tenant of the right to request such hearing. No action will be taken until the expiration of time to request a grievance proceeding. If a grievance hearing is requested in a timely manner the proposed action will not become effective until the grievance process has been completed.

7. THE RESIDENT AGREES:

- A. Not to assign the Lease or to sublease the premises.
- B. To purchase Renter's Insurance to protect his or her personal property/effects. Management will not be responsible for theft, loss or damage to Resident's personal items.
- C. Not to provide accommodations for boarders or lodgers.
- D. Not to feed stray animals nor to keep pets or animals anywhere in the complex, except as otherwise authorized by applicable federal laws and/or regulations and that all such pets so authorized to be kept shall be maintained in accordance with Management's current pet policy.
- E. Not to leave automobiles, which are not in running condition, parked on the property. If not removed after Resident has been provided a fourteen (14) day notice, Management will have such automobile towed away at owner's expense.
- F. To use the premises as the sole private dwelling of the tenant and the tenant's immediate family as set forth in Section 3.
- G. To abide by any necessary and reasonable regulations incorporated herein by reference.

- H. To comply with all obligations imposed upon residents by applicable provision of building and housing codes, materially affecting health and safety. To obtain written authorization from Management prior to making any alterations to the interior/exterior of property.
- I. To keep the premises and such other areas as may be assigned to Resident in a clean and good condition, reasonable wear and tear accepted. This includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for residents who have no household member able to perform such tasks because of age or disability.
- J. To provide reasonable care (including changing batteries) and perform interim testing of smoke detectors to assure they are in working order. Manager will impose a \$50.00 charge if battery or smoke detector is disengaged.
- K. To dispose of all garbage in plastic bags prior to placing in any dumpster or can and to dispose of rubbish and other waste from the premises in a sanitary and safe manner. **If the area around the apartment or house is not maintained in a decent, clean and sanitary condition, the charge for cleaning will be accepted and paid by the resident.**
- L. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances.
- M. To refrain from, and to cause his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the premises or project.
- N. To refrain from use of kerosene heaters or similar devices.
- O. To refrain from interfering with the operation of emergency equipment such as smoke detectors, fire extinguishers or similar equipment. (Example, Resident will not remove batteries from smoke detectors or Carbon monoxide detectors.) Resident will be charged \$50.00 for this Violation.
- P. To pay for utilities consumed in excess of the amount agreed to be supplied by Management, if any, and to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project building, facilities, or common areas caused by the resident, his household, guests, or any other person under Resident's control, in accordance with posted Resident Repair Charge procedures. The Resident further agrees to pay all costs related to ejectment proceedings initiated as a result of Resident's violation of any of the terms of this lease. These charges shall become due and collectible within fourteen (14) days of notification.
- Q. To conduct himself, and cause other persons who are on the premises, with his consent, to conduct themselves in a manner which will not disturb his neighbor's peaceful enjoyment of his accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition. Public housing residents, members of household, guests, or other persons under the Resident's control shall not engage in illegal or criminal activity. Including drug-related criminal activity on or off public housing premises, which impairs the physical or social environment of the complex. (Drug-related criminal activity means the illegal manufacture, sale, distribution,

records and regulations, which are in the possession of Management, and which are directly relevant to the termination of tenancy or eviction. The resident shall be provided a copy of any such document at the resident's expense.

13. ABANDONED PROPERTY AND FURNISHINGS:

Upon abandonment of the premises, the resident hereby appoints Management and or Management's employees as the resident agents to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. Management shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The resident hereby further appoints Management and or Management's employees, resident's agent (s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the resident within such thirty (30) calendar days after the resident has abandoned the premises, then Management is hereby authorized to donate said property to a charitable organization. In the absence of actual knowledge of abandonment, it shall be presumed that resident has abandoned the dwelling if resident is absent from the dwelling for a period of fifteen (15) days from the date of discovery, the rent is not current, utilities are turned off and resident has not notified management in advance of his or her intended absence.

14. PAYMENT OF RENT INTO COURT/UNDERTAKING ON APPEAL AN ORDER STAYING EXECUTION:

In any action whereby the landlord sues for possession and the resident raises defenses or counterclaims pursuant to applicable law or this lease, the resident is required to continue to pay rent as provided by South Carolina Code of Laws, Section 27-40-790 (1976 as amended). A copy of this statute will be made available to the resident upon request. Upon any appeal to the Circuit Court the resident may obtain an order staying execution of a judgment for ejectment by complying with the provisions of South Carolina Code of Laws Title 27 Chapter 40 Residential and Landlord Tenant Act, Section 27-40-800. A copy of this statute will be made available to the resident upon request.

15. DRUG-FREE HOUSING:

- A. Resident, any member of the Resident's household, guests or other persons under the Resident's control shall not engage in criminal activity, including violent or drug related criminal activity, on or off public housing premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S. C. 802).
- B. Resident, any member of the resident's household, guests or other persons under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off public housing premises.
- C. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity. Including drug related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

Resident agrees that in the absence of a forwarding address being submitted to Management in writing, resident's address indicated above shall serve as Resident's last known address for purposes of the laws of this state or federal law.

RESIDENT AGREES TO GIVE MANAGEMENT 30 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE DWELLING UNIT. Notice shall be given on the first (1st) day of the month.

12. TERMINATION OF TENANCY AND EVICTIONS:

A. Management shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of the lease such as:

1. Failure to make payments due under this lease or to fulfill obligations of resident set forth in this lease or for other good cause.
2. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income.
3. Failure to perform required community service or be exempted therefrom.
4. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit.
5. Determination or discovery that a resident is a registered sex offender.

B. Management shall give written notice of lease termination/demand for possession of:

1. 14 calendar days in the case of failure to pay rent; Unless as described in Paragraph 2 (A).
2. A reasonable time considering the seriousness of the situation (but not less than 3 calendar days) when the health or safety of other residents or management employees is threatened; and
3. 30 calendar days in any other case.

The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the resident of the resident's right to make such reply as the resident may wish. These notices may be combined into one document. When management is required to afford the resident the opportunity for a grievance hearing the notice shall also inform the resident of the resident's right to request a hearing in accordance with Management's grievance procedure. Management shall provide the resident a reasonable opportunity to examine, at the resident's request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including

specifying the person(s) who entered the premises, the date, time, and purpose of entry, prior to leaving the premises.

10. LEGAL NOTICES:

- A. Management shall notify the Resident of the specific grounds for any proposed adverse action by Management. Such adverse action includes, but is not limited to, a lease termination/demand for possession (if applicable), transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- B. Management shall notify the Resident of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in section XII of this lease.
- C. The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination for possession, a notice of lease termination/demand for possession in accordance with XI (B) shall constitute adequate notice of proposed adverse action.
- D. In the case of a proposed adverse action other than a lease termination/demand for possession, Management shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

11. NOTICE PROCEDURES:

- A. Management and the Resident in giving notice one to the other shall use the following procedure:
 - 1. Except as provided in Paragraph C of this section, notice to a resident shall be in writing and delivered to the resident or to an adult member of the resident's household residing in the dwelling or sent by prepaid first class mail properly addressed to the resident; and
 - 2. Notice to Management shall be writing, delivered to the project office or Management's central office or sent by U.S. first class mail properly addressed.
- B. Notice to terminate/vacate from Management shall be in writing and such notice shall be delivered to the resident or an adult member of resident's household or sent pre-paid first class mail properly addressed to the resident.
- C. If the resident is visually impaired all notices must be in a format understandable by resident.
- D. Except as provided to the contrary herein, notices to the resident shall be in writing and either delivered to the resident or an adult member of the resident's household or sent by prepaid first class mail, registered mail or certified mail properly addressed to resident. Resident shall be permitted to specify in writing any other address, if different from the address of resident's dwelling to which notice should be sent. If not otherwise specified, notice sent to the resident's present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the resident, in accordance with South Carolina Law.

JJ. Residents will be charged for all damages to appliances, doors, carpets, wall, etc. caused by misuse or abuse. Small nails are permitted. No stick-up or glue type picture hangers shall be allowed. Mirror wall tiles are not permitted.

KK. Entryways should not be used for storage or waste receptacles and shall be kept clear. Management shall have the right to impound any such articles left in the above referenced areas.

LL. Proper attire is to be worn in public places at all times. Partial nudity will not be allowed.

8. DAMAGE AND REPAIR:

Residents must **promptly notify the property manager or the public housing office at 722-1942 extension(s) 123 Monday through Friday, between the hours of 8:30 a.m. - 5:00 p.m., concerning repairs to their unit. Residents should call (843) 297-2109 after hours to request emergency repairs (only).** In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately **notify the management** of the damage. Management shall repair the unit within a reasonable time. Standard alternative accommodations will be made available by management, if available, where necessary repairs cannot be made within a reasonable time. If the damage was caused by the Resident, Resident's household or guests, or any other person under Resident's control, **the reasonable costs of the repairs shall be charged to the tenant.** Charges shall be made based upon management's posted Repair Charge Schedule and/or additional cost of completing the repair. If repairs are not made in a reasonable time and no alternative accommodations are available, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation **or if the damage was caused by the resident, resident's household, guests, or persons under the resident's control. Such damage shall constitute cause for termination of this lease.**

9. INSPECTIONS:

Management and Resident or his representative shall inspect the premises prior to commencement of occupancy by the Resident. Management will furnish the Resident with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. This statement shall be signed by the Manager and the Resident, and a copy of the statement shall be retained in the Resident's folder. At the time Resident vacates, management shall inspect the unit and furnish the Resident a written statement of charges to be made, if any, for which Resident is responsible. Resident, or his representative, may join in such inspection unless the Resident vacates without notice to Management. Employee or representative of Management will be permitted to enter Resident's dwelling unit for the purpose of performing routine inspections and maintenance (including extermination service, for making improvements or repairs, or to show the premises for re-leasing during normal business hours). ***During periods of construction or modernization, inspectors for the Housing Authority will be allowed to inspect contractor's work. The required notice will be waived under these conditions.***

Except that no written notice will be required for maintenance requested by the Resident, a written statement specifying the purpose of Management's entry delivered to the premises at least 24 hours before such entry shall be considered reasonable advance notification. However, Management may enter when it reasonably believes that an emergency exists which requires such entrance. If the Resident and all adult members of his household are absent from the premises at time of entry, the Management shall leave at the premises a written statement

- W. Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Management and in accordance with the management's pet policy.
- X. To pay when due all charges due under this lease.
- Y. Not to install any clothes dryer, additional telephones, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises without the prior written consent of Management and then only under the conditions given by Management for such consent. Residents shall do no electrical wiring.
- Z. To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project.
- AA. To immediately report to Management any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the complex, and any other breakage or loss of any kind.
- BB. To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition.
- CC. To complete an application, or other written request, at the option of the Authority, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- DD. To notify management on or before any extended absence from the premises in excess of (15) calendar days.
- EE. To correct any violation promptly (other than a lease termination of tenancy/demand for possession) of receipt of written notice from Management of the specific violation, except as provided to the contrary herein.
- FF. Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and to not receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- GG. Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.
- HH. No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at any window or any part of the outside of apartments.
- II. No articles shall be hung from the outside of apartment windows or placed on the window sills. All permitted alterations, additions, and fixtures shall remain as part of the dwelling and intact at the time resident vacates.

use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.) Such criminal activity shall because to terminate the tenancy (A criminal conviction is not necessary to cause termination.) (QHWRA 1998-Quality Housing and Work Responsibility Act of 1998)

To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:

1. Any criminal activity on or off the Housing Authority's premises that the Authority determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenant's, employee, of the Authority or any other person law-fully on the Authority's premises. (Quality Housing and Responsibility Act of 1998)

2. Any violent or drug-related criminal activity on or off such premises, or any activity by a tenant or guest in which Management determines that a tenant or guest is illegally using a controlled substance. (Violent is defined as "any activity resulting in a felony conviction".) (Quality Housing and Responsibility Act of 1998)

3. Abuse of alcohol that Management determines that it has Reasonable cause to believe that such illegal use (or pattern of Illegal use) of a controlled substance, or abuse (or pattern of Abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenant's, Employees of the Authority, or persons legally on the premises. (Quality Housing and Responsibility Act of 1998)

VIOLATION OF THIS SECTION (P) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTION TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XV WITHOUT AN ARREST OR CONVICTION.

R. To accept pest control service on a quarterly basis.

S. Not to illegally discharge any type of firearm and not to posses any illegal and or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles. Illegal use of illegal possession of firearms and /or other weapons shall be grounds for eviction.

T. To leave the dwelling unit upon vacating the premises in a clean condition, normal wear and tear excepted, and to return the keys to the Manager. Any property left by the tenant in or about the premises after he/she vacates will be considered abandoned and may be disposed of as Charleston County Housing and Redevelopment Authority sees fit.

U. Not to keep or use inflammable materials on the premises such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks).

V. Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by the Authority.

D. Resident or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off public housing premises or otherwise.

E. Resident, any member of the resident's household, guests or other persons under the resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or off public housing premises. QHWRA will govern in the case of conflicting information.

F. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of the above shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by preponderance of the evidence.

16. ACCOMMODATION OF PERSONS WITH DISABILITIES.

For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

The management shall provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodations of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirement or other requirements of tenancy.

17. **MANDATORY COMMUNITY SERVICE REQUIREMENT:** As a condition of continue occupancy, excluding exempt residents, each adult (18 years and older) member of the household shall contribute eight (8) hours per month of community service or participate in an economic self-sufficiency program for eight (8) hours per month. (See: CCHRA's Community Service Policy).

18. **GRIEVANCE PROCEDURE:** All grievance or appeals arising under this lease shall be processed and resolved pursuant to Grievance Procedure of Management which is in effect at the time such grievance or appeal arises, which procedure is posted in the project office and incorporated herein by reference. Management will notify tenant if under the circumstances, he is not entitled to an Administrative hearing.

A. **Incorporation by Reference:** This lease incorporates all of the provisions, procedures, and rules as outlined in the County's Grievance procedures into this lease agreement. At the request of the Tenant, a full copy of the Grievance Procedures will be provided by the Landlord. An online version of the grievance procedures can be accessed under the CCHRA Policies tab at the following link: <http://cchra.net/public-notices/>.

B. Hearing Officer Selection: Hearing officer shall mean a person selected to hear grievances and render a decision with respect thereto. A hearing officer shall be selected as follows: (a) the hearing officer shall be an impartial, disinterested person approved by the Housing Authority Board of Commissioners. The officer cannot be a party related to the grievance; (b) The Housing Authority may consult with resident organizations before appointment of hearing officers and documents related to discovery in the grievance process will be made available to residents. Such individual or individuals do not need legal training.

19. **CHANGES TO LEASE:** This lease, together with any future adjustments of rent or dwelling unit, evidence the entire agreement between Management and the Resident. Any modification of this lease will be accomplished by a written amendment to the lease executed by both parties, except for the Section which refer to posting of policies, rules and regulations.

20. **RECEIPT FOR ATTACHMENTS**

By signing this lease, Resident hereby acknowledges that this document contains fourteen (14) pages and receipts for all attachments hereto which are listed below.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this 11 day of April, 2019.

BY: Stephanie Gladd
CCHRA AUTHORIZED AGENT

BY: Lane Olin
RESIDENT (HEAD OF HOUSEHOLD)

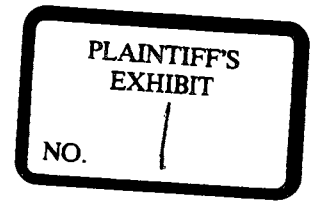
BY: MC
RESIDENT (OTHER ADULT MEMBER)

BY: Christina Kiser
RESIDENT (OTHER ADULT MEMBER)

BY: _____
RESIDENT (OTHER ADULT MEMBER)

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455-0000

046



Charleston County Housing and Redevelopment Authority
2106 Mt. Pleasant Street, Charleston, SC 29403-3026
(843) 722-1942 ext. 123; TDD (800)735-2905
Scans/Emails: scanstoHCVP@cchra.net; Direct Deposit Scans: hcvp_dd@cchra.net;

May 26, 2022

INFORMAL HEARING NOTICE

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455.

Ms. Oliver:

As a response to your request to appeal your Property Manager's decision to evict you from **1945 Ghana Street Johns Island, SC 29455.**

Our office has scheduled an Informal Hearing on: **Tuesday June 7, 2022 @ 11:00 AM Via Zoom APP**

DUE TO COVID-19 CCHRA HEARINGS ARE CONDUCTED VIA ZOOM CONFERENCE PLEASE CALL THE NUMBER BELOW ON THE DATE AND TIME STATED ABOVE

Phone: 1-929-436-2866

Meeting ID: 834 9833 8549
Passcode: 088128

OR join online

<https://us06web.zoom.us/j/83498338549?pwd=SUJNM0hUcGdKNGxkR2U3cXlHazRvUT09>

Meeting ID: 834 9833 8549
Passcode: 088128

You may submit documents or bring a witness, legal counsel, a representative or any person(s) that may assist you in providing evidence. You may also request copy any PHA documents related to the hearing at \$.25 per page 2 business days prior to the scheduled hearing date. Please send all submissions and requests for PHA Documents to: bsanders@cchra.net

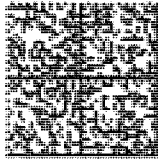
If you or your representative is unable to keep the scheduled appointment for this hearing, it is mandatory that you write to Brian Sanders bsanders@cchra.net **24 hours prior** to the scheduled date and time above. **If you intend to have legal representation for this hearing, we ask that you notify our office upon receipt of this letter.** Failure to appear for the hearing without prior notice will result in the decision being upheld.

Ginean Mazyck,
Hearing Officer

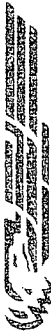
USPS Certified Mail: 91 7108 2133 3931 7897 3003

Charleston County Housing and Redevelopment Authority
2106 Mount Pleasant Street
Charleston, SC 29403

FIRST-CLASS



US POSTAGE



ZIP 29403
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MAY 26 2022

May 26, 2022

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455.

II

CERTIFIED MAIL



91 7108 2133 3931 7897 3003

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Certified Mail®
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail (over \$500)
☐ Insured Mail Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Karen Oliver
1945 Cahana Street
Johns Island, SC 29455



9590 9402 7260 1284 9905 03

2. Article Number (Transfer from service label)

91 7108 2133 3931 7897 3003

PS Form 3811, July 2020 PSN 7530-02-000-9053

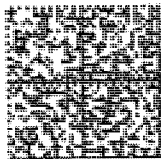
91 7108 2133 3931 7897 3003

Charleston County Housing and Redevelopment Authority
2106 Mount Pleasant Street
Charleston, SC 29403

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455.

Ms. Oliver:

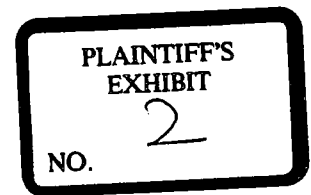
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Charleston County Housing and Redevelopment Authority
2106 Mt. Pleasant Street, Charleston, SC 29403-3026
(843) 722-1942 ext. 123; TDD (800)735-2905
Scans/Emails: scanstoHCPV@cchra.net; Direct Deposit Scans: hcvp_dd@cchra.net;



June 8, 2022

INFORMAL HEARING NOTICE

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455.

Ms. Oliver:

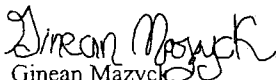
As a response to your request to appeal your Property Manager's decision to evict you from 1945 Ghana Street Johns Island, SC 29455.

Our office has scheduled an Informal Hearing on:

Thursday June 23, 2022, @ 10:00 AM
Location: Joseph Floyd Manor Conference Room
2106 Mount Pleasant Street
Charleston SC 29403

You may submit documents or bring a witness, legal counsel, a representative or any person(s) that may assist you in providing evidence. You may also request copy any PHA documents related to the hearing at \$.25 per page 2 business days prior to the scheduled hearing date. Please send all submissions and requests for PHA Documents to: bsanders@cchra.net

If you or your representative is unable to keep the scheduled appointment for this hearing, it is mandatory that you write to Brian Sanders bsanders@cchra.net **24 hours prior** to the scheduled date and time above. **If you intend to have legal representation for this hearing, we ask that you notify our office upon receipt of this letter.** Failure to appear for the hearing without prior notice will result in the decision being upheld.


Ginean Mazyck
Hearing Officer

Enclosed: CCHRA Public Housing Grievance Procedure

PUBLIC HOUSING GRIEVANCE PROCEDURE

1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

2.0 DEFINITIONS

For the purpose of this Grievance procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute, which a resident may have with respect to the Charleston Housing Authority's action or failure to act in accordance with the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premise. Nor shall this process apply to disputes between residents not involving the Charleston County Housing Authority or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Charleston County Housing Authority or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 2. Right of the resident to be represented by counsel.
 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
1. Who resides in the unit and who executed the lease with the Charleston County Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Charleston County Housing Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

3.0 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to the Charleston County Housing Authority office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

4.0 PROCEDURES TO OBTAIN A HEARING

4.1 REQUEST FOR HEARING

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

4.2 SELECTION OF A HEARING OFFICER

A grievance hearing shall be conducted by an impartial person appointed by the Charleston County Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The Charleston County Housing Authority shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Charleston County Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

4.3 FAILURE TO REQUEST A HEARING

If the resident does not request a hearing in accordance with this section, then the Charleston County Housing Authority's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Charleston County Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

4.4 HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

4.5 ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Charleston County Housing Authority claims is due, the resident shall pay to the Charleston County Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount

Charleston County Housing and Redevelopment Authority
2106 Mount Pleasant Street
Charleston, SC 29403

June 8, 2022

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455.

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Karen Olive
1945 Ghara St
Johns Island, SC 29455



9590 9402 7260 1284 9904 42

2. Article Number (Transfer from service label)

91 7108 2133 3931 7897 2990

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☐ Certified Mail®
 - ☒ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Insured Mail
 - ☐ Insured Mail Restricted Delivery (over \$500)
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

91 7108 2133 3931 7897 2990

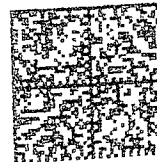


Charleston County Housing and Redevelopment Authority
2106 Mount Pleasant Street
Charleston, SC 29403

June 8, 2022

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455.

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Charleston County Housing Authority

2106 MOUNT PLEASANT ST.
CHARLESTON, SC 29403-0000

(843) 722-1942

STATEMENT

To: Oliver, Karen
1945 Ghana Street
John's Island, SC 29455-0000

Date: 09/07/2022
Project: 13
Unit: 1945
Tenant: 131945.02

<u>Date</u>	<u>Ref No</u>	<u>Type</u>	<u>Comment</u>	<u>Amount</u>	<u>Balance</u>
08/01/2022	CPR	1	Rental Charge	1,091.00	9,939.00
08/03/2022	Adj022033	13	Warrant of Ejectment	40.00	9,979.00
08/08/2022	CPP	15	Late Payment Charge	25.00	10,004.00
09/01/2022	CPR	1	Rental Charge	1,091.00	11,095.00
09/06/2022	CPP	15	Late Payment Charge	25.00	11,120.00

Message

Balance Due

11,120.00

Security Deposit - Paid: 200.00 Due: 0.00

Aged Balances - Current: 1,116.00 31-60: 1,156.00 61-90: 1,116.00 91-Over: 7,732.00



Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
May 14, 2021

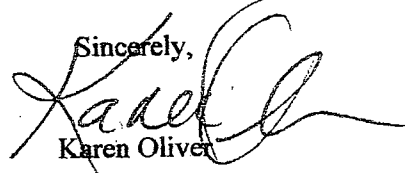
Sandino Moses, Chairman
CCHRA
2106 Mt. Pleasant Street
Charleston, SC 29403

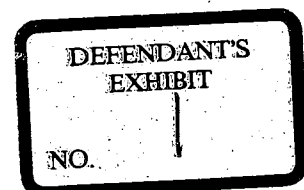
RE: 4/17/21 Recording

Dear Sandino Moses:

I would like to thank you for getting the situation at Joseph Floyd Manor corrected. You informed everyone that all of the issues were taken care of in the Quinton Washington interview. Please let me thank you for helping the elderly and disabled residents at The Manor. I appreciate and accept the offer of the no eviction policy that you proffered. There are still many areas that need attention. I am now hopeful that those forgotten will now be remembered. Progress being made. Please let me thank you again for seeing the needs of the residents – the elderly, disabled and families.

Sincerely,


Karen Oliver



Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
May 10, 2022

Sandino Moses
2106 Mt. Pleasant Street
Charleston, SC 29403

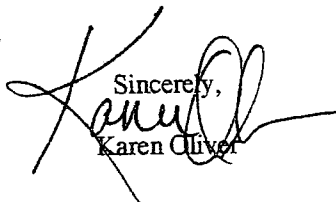
RE: CCHRA Correspondence Dated April 25, 2022

Dear Sandino Moses:

It has been 12 business days and 16 regular days from the promise of a hearing date and time. Contractually as written in the above referenced correspondence it was to be scheduled and my notification within business 10 days. It has not happened in the prescribed time. This continued negligent misrepresentation that CCHRA is meeting their agreed upon contractual duties must stop. It continues to negatively impact my family. While you were able to celebrate this past weekend with your mother whether earthly or memories with her in the heavenly realm, I was too concerned with trying to make sure I can still be a mother by providing a sense of security for my family. Therefore, due to this egregious breach I am requesting a meeting with you and your board members. I am requesting either to be placed on the upcoming board meeting's agenda or to meet sooner. Please honor my request with an immediate response to this letter.

My total health has been jeopardized (i.e., recovery from drunk driver accident). My education continues to be compromised. Previously, I used my children's bedrooms for my Zoom classes and test taking due to the condition of my residence. The bathroom which has no working exhaust fan if someone desired to use it and eliminate solid waste was my other choice. Notwithstanding Covid's effect on everyone and the other struggles taking place. I'm not sure if the breach is a form of retaliation for me reporting the conditions and requesting a hearing, but it has to be explored. It is forbidden especially by those entities that receive federal funding directly and indirectly. I have been reporting numerous concerns with my residence not meeting industry standards with very limited results. Now not meeting my request for a hearing is not only punitive and malicious but puts your acquisition of funds from U.S. Housing and Urban Development (HUD) and Charleston County Council at risk.

In closing, I have checked to make sure that the mail was not misdelivered to my neighbors, so I know that is not the case. No phone calls were made since my submission of my April 25th letter requesting a hearing if Mr. Scott was not in agreement with my requests that was in its context, just a text message about a visitor. Again, please honor my request to meet with you and the board members either at your upcoming board meeting or sooner. Let me thank you in advance for your time and consideration in this extremely important matter. I had to commune with the Most High GOD, HIS Son, The Holy Ghost Holy Spirit. Psalm 82:3-4 and Jeremiah 32:17. HE Is In Control!!!

Sincerely,

Karen Oliver

CC:

Franklin Scott
HUD
Charleston County Council
Media

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
May 16, 2022

Sandino Moses
2106 Mt. Pleasant Street
Charleston, SC 29403

Certified Mail 70210950000210496516

RE: CCHRA's Culpability in Denial of Due Process, Retaliation, and Intimidation

Dear Sandino Moses:

I am in receipt of the correspondence informing me that my lease is being terminated. I know this is in retaliation of my reporting the condition of my residence not being up to industry standards, my request for a hearing, the hearing not being granted as written contractually that a date and time would be provided within ten (10) days, and my reporting to you and Franklin Scott that my rights continue to be violated. I am now asking for an investigation into the retaliatory efforts by your staff to deny my rights to the scattered housing program. I have requested to go before the board to meet with the members to discuss my current situation. I reported to you via my May 10, 2022, letter and copying it to Franklin Scott that my request for a hearing was not met after 12 business days and 16 regular days. When I received the termination of my lease notice on May 13, 2022, I spoke to Ms. Gladden who acted like I got a hearing. Again, she was "highly mistaken" or gas lighting me like she was about the roof having a warranty. She informed me that she would be out of town this coming week for training. Well, I could not wait for her to return to address this matter because there is obviously a disconnect in communication with her and your deputy personnel or a collusive effort to bypass the hearing and my request to meet with board members by terminating my lease without the due process that has been afforded me contractually. She even told me she would hand deliver a meeting date to me on Sunday (May 15, 2022) between 8:00 – 8:30, but never showed waited until 9:15 outside for her. I did inform her after she made that declaration via text message: *Great afternoon. After speaking with you earlier about not receiving a hearing dated. I also told you about the letter that's citing retaliation and requesting going before the board since the hearing date was not provided. I just left a message for Mr. Scott because the documentation that I received today shows that I am in fact being retaliated against. The hearing should have been held before/prior any further action. The deputy personnel did not follow thru as he contractually wrote was the policy. I also asked that Sandino Moses get the message also. I will now contact ALL board members for a meeting because of these retaliatory actions. You stated you would hand deliver a date for a hearing after the fact, but my rights have been violated again and our contact [sic] violated again. I am now seeking to go before the board. Thank you for taking that request for a meeting with Sandino Moses and the board members due to the retaliation of not giving me a hearing, but providing a Notice of Termination. Please have a safe trip to your training destination. I look forward to speaking with you after you return. Thank you!* She never stated that she wasn't coming again. Even if I did get a date within the contracted time period wouldn't she have to wait for further action until the hearing is held? Any actions extreme as a Notice of Termination can be construed as intimidation tactics. It is indeed retaliatory. I already had informed Franklin Scott and her about the conditions of my place and not being able to continue to take my classes via Zoom because of these conditions had cause me to be depressed. Now that I am recovering from a drunk driver hitting me my total health is being affected. I explained to them that my familial life is being affected by their actions and lack thereof.

On May 13, 2022, I left messages with your personnel for both of you about being retaliated against. I tried to get the current board members names, but your staff member was not sure of the names due to changes having been made. She called me back from (843-628-4169) as I was leaving a message at the 301 ext. from the 843-722-1942 line. She did inform that you do not receive items left immediately. That is why I will provide copies of the May 13, 2022, and April 22, 2022, letters to ensure that you receive them. Yet, I will leave a copy of this letter and others for all of the commissioners named on your website and Charleston County's: Curtis Thompson, Betty Gonzalez, Rev. Cathryn Davis, Theodore Cozart, Laura Morris, and Patrick King. Please make sure they receive their copies prior to your next board meeting. CCHRA has their contact information.

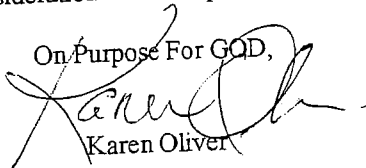
I would like to be put on the agenda for your monthly meeting on the fourth (4th) Wednesday of this month to address specific issues. I did as you requested Sandino Moses in your April 17, 2021, interview with Quinton Washington, *"I'm an open book. Tell me what's going to work. Good quality of life, safe environment, social services for residents ... communicate with staff and executive director."* Well, I did, and it has me having my rights violated. You also spoke of, *"Continuing to be progressive in small increments."* I did that throughout my tenure. You said, *"Personal history with our tenants during the pandemic not evicting anyone. We are not in the business to putting people out. We are in the business to keep families within our housing authority. We want to be a close-knit family. Making sure we are doing what we can do to keep families off the streets not on the streets."* Obviously, every staff member did not get that memo/message. They have maliciously and punitively violated my contractual rights to due process. In relation to Joseph Floyd Manor, *"Whatever you heard, Mr. Washington about bedbugs... we took care of it."* I know that leadership is not always aware of what all staff are doing. However, I tried to keep Franklin Scott and now you in the loop. On the same day that the aforementioned correspondence dated May 10, 2022, concerning not getting a hearing date in the prescribed time period was delivered that is when the termination of lease notification was devised, is that a coincidence, retaliation and/or intimidation? Is it a coincidence that no hearing date was ever provided prior to making such a flagrant and life changing determination?

An example of me progressing incrementally and the variables that are stumbling blocks that will become (are becoming) steppingstones. I was taking classes online, but the conditions at my residence became so severe that I could not bear to let my instructor or fellow classmates see via Zoom how my residence looked. I could not concentrate on the task at hand. I tried going outdoors during times the weather permitted, but the noise level was too loud for class participation. Last semester the library was not an option as renovations were being made. I recently inquired about using a room now that it has re-opened, but non-profits and government agencies are only able to use the meeting rooms. I was in an accident with a drunk driver on January 1, 2022. I am still recovering from my injuries. Yet, that is not the reason I am not taking classes again this semester. It is the lack of a presentable space. Of the six rooms in the residence (including the bathroom) only three are presentable (which includes the bathroom). However, the bathroom doesn't have an exhaust fan that works nor a window so if someone needs to use it to eliminate solid waste it takes a substantial amount of time for the next person to be able to go in without discomfort. Breathing is already an issue. The other two rooms are my other family members' bedrooms. I have commandeered it since the pandemic began to take my classes. It has been a strain on them to not be able to have their enjoyment of life in their personal space. Given that the pandemic had everyone indoors for a substantial amount of time. It is bad enough that the condition will not allow us to have guests come over without being ashamed and this was before the pandemic even began. Honor Lock is a system used to deter cheating and it records you during test taking. To not be in a spot where you are not worried about the condition of the space being seen is taking away from the task at hand—taking the test and denying your child access to the bedroom are too many variables continue to be successful as a student. So, in part your agency is denying me an education. As a child I witnessed my mother fight for her education, I fought for my children's education, and now I am fighting to further my education beyond what I had before. As it is a new day and times have changed and we must adapt to the changes. Also, I would like to show the younger ones if I can get more education then surely, they can do the same. Moreso, I have plans to help my community with more service. I have work to do for The LORD! Your agency's fraudulent misrepresentation and negligent misrepresentation to HUD that you have provided industry standard housing for the last 7 years to me is malicious and punitive and it now has interfered with my recovery from my injuries. The stress that the violation of my rights is causing has affected my total health to include my recovery from the drunk driver accident, mental health causing me to be depressed, breathing issues from the mold/mildew, not having proper ventilation in the bathroom. We had animals coming in the walls from the outside due to holes being in the house's outer framework. Mr. Robert came last September to patch the holes outside. A condition that we have had to deal with for years. Can you imagine the stress of hearing the animals in your walls and not being able to do anything, but just report it without anything being done? Mr. Dave/David a former maintenance personnel did care. Mr. Green does care, but he is only one person and is no longer on this side of town. Mr. Travis a former maintenance personnel did care. Unlike others over the years. My stove's temperature at the burners is not right, but it won't get fixed no time soon. I use a bungee cord to keep my refrigerator door sealed. The kitchen linoleum that has been here before I ever came to live here has holes. Two of the last three personnel/contractors could not do all of the work assigned and nothing was done to remedy it. That includes the bathroom exhaust fan and heater. I just have tape over the switch, so no one turns it on to cause smoke and sparks like what happened in January with the

non-repair taking place. When I came from the doctor, I could smell the smoke outdoors. I know this residence is not a priority. It is on the same street as one of the 18 houses you sold to the county. *In the December 12, 2021, Post and Courier, Franklin Scott is quoted that the houses had become difficult to manage "due to the age of the properties, maintenance issues, labor issues, supply chain issues and dispersion across the county."* I presented a proposal to Franklin Scott in my April 22, 2022, correspondence that was received April 25, 2022, with a viable solution to all the negligence associated with my tenure as a resident. Yet, they chose to continue to egregiously violate your words to the residents and public, my rights contractually, my right to a hearing and due process. Quinton Washington with his award-winning broadcast, the Swayze Sway Show along other local media would be hard pressed not to hold CCHRA to their documented and recorded terms that has been so brilliantly laid out as a testament to how they will operate. Not to mention HUD and Charleston County Council. Even a jury, if needed. I am more than willing to contact the U.S. Housing and Development (HUD) who is a part of our contractual agreement to which I am beneficiary. HUD, being a federal entity, ensures that retaliation does not take place with participants of its related programs. HUD also does not allow for agencies with their properties that participates in their program to not conform to industry standards.

Sandino Moses, your actions in the community with engaging voters, voters rights, helping to stabilize families for our future and attendance with Isaac Holt leads me to believe that you would not be aligned with such mistreatment. My voice for years has not been heard and is still not being heard. As you spoke of Dr. Martin Luther King, Jr. when it came to the rioters in the streets, *"Those are the people whose voices are not being heard."* If not my voice, hear the voice that comes as a result of reading this Psalms 82:3-4 and Jeremiah 32:17. Please let me thank you in advance for your time and consideration in this important matter.

On Purpose For GOD,



Karen Oliver

Enclosures

April 22, 2022, Correspondence
May 10, 2022, Correspondence
Picture (copies) of one room

CC:

CCHRA Board
Charleston County Council if necessary
HUD if necessary
Media if necessary
Legal Consultants if necessary

Bryant Sanders: Is there a way for us to offer a class on housekeeping? We want as an agency to show to the court that we are providing them with everything to help them.

Catheryn Davis: Yes. We did this in the past; but turnout was low. I know a female minority-owned who may be willing to come out to teach housekeeping.

Sandino Moses: Mr. Sanders, I think that is a good idea. If you will reach out to the minority owned to see if she's willing to do that?

Catheryn Davis: yes, I'm willing to do that. Perhaps we can offer free cleaning supplies and advertise we are providing the cleaning supplies. The Friends of Joseph Manor just signed an agreement with the Food Bank and sometimes they have cleaning supplies; and we could partner with a church to provide cleaning supplies.

Sandino Moses: great job, that is the direction we want to go.

Catheryn Moses: When will the BOC be able to meet in person again.

Sandino Moses: I spoke to Mr. Scott, and he will make that call. We discussed meeting at Brighton Place because their community space may be able to allow for us to meet again while respecting the rules of COVID.

Now we are moving to Executive Session.

Sandino Moses: I would like to make a motion to adopt an amendment to our CCHRA By-laws the Do's and Don'ts of a Commissioner. Item 1 and Item 5 and adopt into our by-laws, **"The National Association of Housing and Redevelopment Officials"**.

Would anyone like to make a motion to adopt Items 1 and 5 "A commissioner should not hold meetings individually with constituents. If either the staff or clients contact a commissioner, they should be reminded of the chain of command and be encouraged to talk with the Executive Director or their immediate supervisor."

And "A commissioner should not discuss housing authority business outside of the Housing Authority board meeting.

As well as adopt the National Association of Housing and Redevelopment Official into our by-laws.

Curtis Thompson: Yes, I would like to motion we adopt.

Sandino Moses: I vote yes.

Betty Gonzales....

Patrick King, voted yes by proxy.

The Ayes have it. To adopt:

A commissioner should not hold meetings individually with constituents. If either the staff or clients contact a commissioner, they should be reminded of the chain of command and be encouraged to talk with the Executive Director or their immediate supervisor."

"A commissioner should not discuss housing authority business outside of the Housing Authority board meeting.

Adopt the National Association of Housing and Redevelopment Official into our by-laws.

Sandino Moses: Thank you, that concludes our meeting.

Meeting Adjourned at 2:09PM.

Re: CCHRA

From: jahlovefirst@yahoo.com (jahlovefirst@yahoo.com)

To: sandinomoses@gmail.com; kwadjoc@gmail.com

Date: Saturday, May 21, 2022, 07:54 AM EDT

Mr. Moses,

Please let me assure you that there were never any threats made to you. I even wrote without fear more than once to usher an environment free of fear. I welcome your contact with CCHRA's lawyers and possibly we all can meet to discuss your words spoken for clarification. They should be able to advise you that there is no policy/procedure that prohibit you from speaking with *those you serve concerning your own words. The complaint protocol would not be appropriate for this request.*

May I suggest another couple of options. I brought up Isaac Holt because in one of the interviews previously mentioned you opened the door by mentioning your affiliation with Royal Baptist, and I know that Isaac Holt teaches parishioners to be of their words. Would you be more comfortable meeting with having him present in the meeting with us as it is written in Matthew 18:15-17? That way you can have the person that is your choice of leadership present as we discuss your own words for clarification.

Another option would be, since you are not uncomfortable or feel unsafe in speaking with the media, let us have a sit down with the media present and we discuss your words. Would that be more in line to what you are accustomed to or have more of a comfort level?

Lastly, I brought up GOD's Omnipresence. HE was there when you said the words, I am asking you to clarify. HE will be there when you make the clarification. So, before GOD is not a threat, it is guaranteed. Again, no threats were ever made. I am reminded that this is National Mental Health Month and not everyone can handle themselves without assistance or able to see the truth of themselves without difficulty. Therefore, having those above options may be of help to you in this matter to just simply discuss your own spoken words. If you choose any of the options, please feel free to reach out and contact me. Please enjoy your weekend.

On Purpose For GOD,

Karen Oliver
(843) 303-3410

CC:
File

On Friday, May 20, 2022, 06:53:07 PM EDT, Sandino Moses <sandinomoses@gmail.com> wrote:

Good evening,

At this point. I feel like you are threatening me and your emails are making me feel uncomfortable and unsafe. I gave you my statement earlier. I will be forwarding these emails or any other threatening emails to CCHRA's lawyers. So I will no longer be responding to anymore of your emails. Please follow the complaint protocol.

Thank You,
Sandino S. Moses

On Fri, May 20, 2022 at 6:30 PM jahlovefirst@yahoo.com <jahlovefirst@yahoo.com> wrote:

Mr. Moses,

In addition, you made distinction as you spoke as to what was staff territory and what you were able to speak on. Therefore, you should be able to meet and discuss the items/topics that you freely spoke on without fear. Mr. Scott and Mr. Sanders are not able to speak on those items/topics only you. You made those distinctions. It is not uncommon for those *who you serve* to seek clarification and conversation about what is publicly parlayed by board members even the chairman. There is no policy and/or procedure that prohibits that from taking place. So, without fear would you honor my request to meet and discuss those items/topics you distinctly spoke on that was your territory?

What about your own words? "I'm an open book. Tell me what's going to work. Helping the community out in any way I can. We are not in the business of putting people out. We are in the business to keep family within our housing authority. We want to be a close-knit family. Making sure we are doing what we can do to keep families off the streets and not on the streets." There's more.

Are you a man of your own words? Are you able to go over your own words without an issue? Would Isaac Holt be proud of you? No shucking and jiving or closing the book on me? Better yet, what about GOD?

On Purpose For GOD,

Karen Oliver
(843) 303-3410

On Friday, May 20, 2022, 05:48:14 PM EDT, jahlovefirst@yahoo.com <jahlovefirst@yahoo.com> wrote:

Mr. Moses when you publicly spoke on the policies and procedures of CCHRA and what is to take place you effectively opened the door for your liability and responsiveness in the matter for CCHRA. Therefore, your words will be used as you were in representation of the way business will be conducted, and CCHRA will be held to those words spoken.

Again, I am requesting a meeting with you in reference to those words spoken by you and the reasonable expectations of your words as it relates to CCHRA. Thank you for your time in this very important matter.

Karen Oliver

On Friday, May 20, 2022, 04:45:53 PM EDT, jahlovefirst@yahoo.com <jahlovefirst@yahoo.com> wrote:

Second Requests Due To Lack Of Response

— Forwarded Message —

From: jahlovefirst@yahoo.com <jahlovefirst@yahoo.com>

To: Sandinomose <sandinomoses@gmail.com>

Sent: Thursday, May 19, 2022, 09:38:23 PM EDT

Subject: CCHRA

I am in receipt of the response from your fellow board member Cathryn Davis. However, much more has taken place since that submission was made. I have given the staff another attempt to provide the hearing last weekend via their direction and it was not met. I recently faced a form of intimidation and retaliation. Please retrieve the written material that has been left for you to include Certified Mail 70210950000210496516 that was delivered on May 17, 2022 @ 1:34 pm. I have put out my feelers to make contact with you via Charleston County Council members and the House of Representatives members. It would behoove you to allow us to meet and discuss the items contained in the material that has been left for your immediate review and response. I would like to meet with you and Franklin Scott. I would like to afford you both this opportunity so that your own words that were parlayed to Quinton Washington (4/17/21) and on The Swayze Sway Show (1/19/21) to be shown as contradictory to what is actually happening in real time at CCHRA. I beckon you to retrieve the items and provide us a meeting date as soon as possible. My right to an education without barrier has been violated. I have been in this storm too long (i.e., a lack of industry standards in my living space even before Franklin Scott's first tour of duty with CCHRA). I look forward to hearing from you about this noteworthy cause that can snowball very fast. Which is not the goal. Contrary, to Franklin Scott's words that I will not be talking with you, will be proven wrong. Again, retrieve the various material from 2106 Mt. Pleasant Street. Everyone did not get the memo about your philosophy on the operations of CCHRA. Please let me thank you in advance for your timely retrieval of the material from this point and expected response for scheduling a meeting.

On Purpose for GOD,

Karen Oliver
(843) 303-3410

AFFIDAVIT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY, came and appeared before me, the undersigned Notary, the within named, Isaiah Oliver, who is a resident of Charleston County, State of South Carolina, and makes her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts, and things set forth are true and correct to the best of his knowledge:

I, Isaiah Oliver, lives at 1945 Ghana Street Johns Island, SC 29455. In the office downtown my brother used the computer to lookup his school information because his school would be used over his job and the job would not go toward the rent. We always had to either work or be in school or looking for a job. When I couldn't work during Covid I took two classes. END OF STATEMENT

DATED this the 17th day of May, 2022

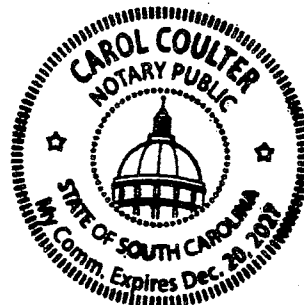
Isaiah Oliver
Signature of Affiant

SWORN to subscribe before me, this day 17th May, 2022

Carol Coulter
NOTARY PUBLIC

My Commission Expires

20 December 2027



AFFIDAVIT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

PERSONALLY, came and appeared before me, the undersigned Notary, the within named, Mosaiah Oliver, who is a resident of Charleston County, State of South Carolina, and makes her statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts, and things set forth are true and correct to the best of his knowledge:

I, Mosaiah Oliver, resides at 1945 Ghana Street Johns Island, SC 29455. I was in the office when the lady told us that if in school that school would be used over the job. I used her computer to get my school information for Trident Tech on that occasion. I only had one class. The lady let us know that it had to be at least two classes to qualify for school over job. Two classes would be considered a full-time student.
END OF STATEMENT

DATED this the 4th day of May, 20 22

MOR
Signature of Affiant

SWORN to subscribe before me, this day 4 May, 20 22

[Signature]
NOTARY PUBLIC

My Commission Expires

16 July 2029

LINDA W. STEWART
NOTARY PUBLIC
SOUTH CAROLINA

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
May 21, 2022

Franklin Scott
2106 Mt. Pleasant Street
Charleston, SC 29403

RE: Investigations

Sent via email and U.S. First Class Mail

Dear Franklin Scott:

Please provide the results of the request for an investigation made to you on May 16, 2022. I made the request for an investigation after Mr. Sanders instructed Mr. Green to commit a federal offense at my residence. I informed you that I was subjected to a form of intimidation at Mr. Sanders instruction. Mr. Sanders did not apologize when he had the opportunity for his actions in jeopardizing your staff and his act of intimidation. Also, please provide CCHRA's policy on allowance or prevention of intimidation as it relates to dealing with tenants.

On May 18, 2022, when I received the hearing date that was not within the prescribed timeline of protocol, I contacted the hearing officer, Ms. Mazyck. I requested that she and Mr. Sanders be on the line. She informed me that she could not hear anything relating to the matter. However, she did transfer me to Mr. Sanders, and he somehow had Ms. Gladden in his office. After telling them that I had just received the hearing date after providing two opportunities for it to be met one within the prescribed time limit and an allowance of one outside of your timeline that is in your policy/procedure. I questioned both individuals as to why it was not met in a timely manner on both occasions. Further in the conversation Ms. Gladden informed me when I was again requesting the names of the board members after explaining that on May 13, 2022, I had left you a message concerning not receiving a hearing date within the prescribed time. I also left a message for Sandino Moses. The person answering the telephone did not know the current board members due to the changes that had taken place before. Ms. Gladden claimed to have put the names of the board members when I first asked to meet with the board in my April 22, 2022, correspondence with the hearing request. I told her that I did not have it with the notice I had just received. She claimed to have put it with the other hearing notice. I explained that I have a notice of the hearing that is dated May 6, 2022, but it is postmarked May 16, 2022. When did she put it with the notice I inquired? She told me it was with the first notice. Now how did Ms. Gladden get a hold of any of the notices that should have been taken care of only by the hearing officer? If the hearing officer could not speak with me, how could she interact with the other parties involved in the matter without bias? Therefore, I am requesting an investigation into the hearing officer's interaction with Mr. Sanders and Ms. Gladden and the allowance of them to handle the delivery of the matter of contacting the opposing party. Mr. Sanders and Ms. Gladden should not have been allowed to oversee the matter that is clearly the duty of the hearing officer. Please provide the results of that investigation once it is completed. Please provide a copy of the guidelines as it relates to the hearing officer's duties and implementation of hearings.

We spoke via telephone on May 19, 2022, about the stress of the retaliatory efforts by your staff and its affect on my health and in the recovery of my injuries. I told you about having been retaliated against after I requested a hearing. You were confused and stated that I asked for a hearing after I got a notice about my lease. I corrected you and informed you that I had already requested hearing and when I could not obtain a hearing in the prescribed manner, I left a letter for Sandino Moses and copied one to you on May 10, 2022. On that same day, a termination of lease notice was dated and sent to me. I inquired to you how could that be when I was not provided with a hearing. It was in retaliation for me reporting that CCHRA's policy/procedure was not again being followed in relations to the hearing. It was another form of retaliation and intimidation by not allowing me due process that is contractually guaranteed by CCHRA. I am asking for an investigation into how this could take place a second time. Actually, this is the first time, with the second time having been aforementioned in the first paragraph of this letter concerning the committing of a federal offense at the direction of Mr. Sanders.

I question the reliability of Ms. Mazyck being the hearing officer. If she allowed the mishandling of ensuring protocol was met, then she is not the proper person to oversee the hearing. She has shown herself to be biased toward the tenant. If she did in fact did schedule the hearing on May 6, 2022, she should have made sure it did not sit for ten (10) additional days at her location or left it up to staff outside her office for implementation.

Mr. Scott I am also asking for an investigation into the culpability of the staff at CCHRA in the negligent and fraudulent misrepresentation for the past 7- 10 years that my residence was up to industry standards. The dishonesty of being told that the roof was still under warranty and not doing anything to repair it. The dishonesty that repairs would take place, and nothing was done. A report of how this continues even until now. When will I have proper ventilation in the bathroom as I reported to you and your staff after the failed attempt back in January? The date the replacement of the roof when will that begin since there has only been one bid according to Mr. Sanders? The windows being replaced as the contractor said it was too old to be repaired and new ones needed. I enclosed these and other concerns in the Certified Mail 70210950000210496516 for Sandino Moses that was delivered on May 17, @ 1:34 pm.

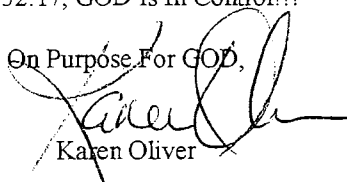
Please provide the complaint protocol as it relates to the leadership at CCHRA. What are the checks and balances for tenants who may have a problem with the leadership there at CCHRA? Is the leadership not held accountable to anyone? When I speak of leadership, I am referring to you, Mr. Scott. Do have full reign to do any and whatever you would like without accountability and oversight? It would be a fiscally irresponsible and an unsound business decision given the past problems that not having accountability has caused in the present time. Please provide the policy/procedure for this matter as it relates to complaints with leadership.

I requested to be compensated for the duress, stress and hardships placed on me and my family while your staff was allowed to provide fraudulent and negligent misrepresentations of my residence meeting industry standards. I explained to you On May 19, 2022, that I would like to be treated with dignity and respect. I explained how I cried over not being able to take my classes and now being set back two semesters and pre-empting my completion of my course of studies. How your staff's action and lack of action has taken away the enjoyment reasonably expected activities in the residence. The effects of the mold/mildew. The holes in the linoleum. Severely worn-out carpeting. Animals were coming in the walls from outside. We are living in this residence that is in the same condition as the ones that you sold to the county. The only difference is that we are living there, and utilities are on. I sent you pictures of the front room when I asked for an investigation of your staff actions of intimidation on May 16, 2022. There were other issues that I wrote to Sandino Moses that are problematic in the residence. Again, my rights were continuously violated and even as of late, it continues to be violated. My family and I should be rightly compensated. I asked that you provide me a response along with the investigation into the culpability of you and your staff's negligent and fraudulent misrepresentation even before your first tour of duty with the CCHRA. These occurrences are not congruent to the words of Sandino Moses spoken publicly in relations to the operations at CCHRA. The pain and suffering I have had to needlessly endured that has culminated into the conditions I am currently experiencing is greater due to me having had to raise a family in such conditions. The pain and suffering in having the staff misrepresent that work will be done and the staff knew it would not be even started. The maliciousness of your staff fraudulently representing to U.S. Housing and Urban Development (H.U.D.) for years that the residence was up to industry standards. Again, we are living in the same condition or worse as the homes you sold to the county due to their conditions of being inhabitable. The house down the street from my residence was sold for that reason. Please let me remind you of your own words explicitly stated for the record, in the December 12, 2021, Post and Courier, you Franklin Scott proffered that the houses had become difficult to manage "due to the age of the properties, maintenance issues, labor issues, supply chain issues and dispersion across the county." Also, reported and quoted by Live5News WCSC of you, Franklin Scott, "Issues that range from non-repairs, safety concerns, rodents and matters that leads to health-related issues." You and your staff knew that my family and I was living in those very conditions for years without remorse even when you had the personnel and there was no issue with the supply chain nor Covid. Coupled with the past and current conditions with the corruption of collusion I am seeking full compensation for the intentional malicious actions of past and present staff. Franklin Scott your own words corroborate my already substantiated claims of malicious disregard even toward minor children. I do have consent to act on their behalf. Again, I will be willing to negotiate reasonable terms to satisfy this wrongdoing that continues with intimidation, retaliation, and rights violations. Being a parent and having to go

through it was punitive and malicious. I've cried at not being able to continue my education via Zoom in these conditions and I am not just referring to the residence itself (the continued retaliation and intimidation).

If necessary, I am willing to come and make the copies of the policies/procedures requested. Do I need to fill out a FOIA request please let me know immediately? I look forward to getting the results of the investigations to ensure that any further collusion, prejudice, bias, intimidation, and retaliation won't be a factor moving forward. Please provide information concerning the Residents Advisory Board. During our May 19, 2022, phone conversation you wanted to move forward and meeting these requests would help facilitate this in a positive manner. Thank you in advance. Psalm 82:3-4 and Jeremiah 32:17, GOD Is In Control!!!

On Purpose For GOD,

A handwritten signature in black ink, appearing to read 'Karen Oliver', written over a horizontal line.

Karen Oliver

CC:

File
U.S. H.U.D.
Media

May 16, 2002

Mr. SGT,

An hour ago Mr. Green was instructed by Mr. Sanders to commit a federal offense involving my mailbox. I explained to Mr. Green that even after I gave them a second chance to provide a hearing date they did not meet it. On Friday, May 13, 2002, Ms. Gladden told me she was coming to hand deliver a hearing date to me before going out of town for training on Sunday, May 15, 2002 between 8:00 and 8:30. I waited until 9:15 for her to come. She never called to change the plans. The unprofessionalism, retaliation and intimidation must stop. Please see the photos on the reverse side. I am providing color copies for the board and would like you to forward my request to meet with them at their upcoming meeting for the fourth (4th) Wednesday this month or whatever date if it isn't the same day. Thank you



ATTACHMENT 1

Home	Menu	Next Step	Printable Version	Help
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Medical University Hospital Authority

Oliver, MOSAIAH
1945 Ghana Street
Johans Island, SC 29455
Emp Id: 900507299

Deposit#: 54747485
Pay Date: 07/28/2021
Disbursement Seq: CEN 9675
Period End: 07/17/2021
Period Begin: 07/04/2021
Federal W4: SJO
State W4: EXMPT

LEAVE BALANCE HOURS AS OF 07/28/2021

Description	Accrued	Available
PTO	7.08	7.08
ESL	2.46	2.46
SML		0.00

SLA - value is not available for this pay date

EARNINGS

Description	Hours	Current	YTD
Regular Earning	69.80	\$694.93	\$694.93
Eva Weekend	16.25	\$40.63	\$40.63
Evening	40.00	\$60.00	\$60.00
Overtime	0.75	\$14.59	\$14.59
Premium OT	0.00	\$0.67	\$0.67

TAXES & DEDUCTIONS

Description	Current	YTD
Federal	\$0.00	\$0.00
RETACHSE	\$0.00	\$0.00
RETACHSE	\$14.59	\$14.59
State	\$0.00	\$0.00
Med Plan Deduct	\$0.00	\$0.00
Other Deduct	\$0.00	\$0.00

Net Pay	\$694.93	\$694.93
Other Deduct	\$0.00	\$0.00
Net Pay	\$694.93	\$694.93

Please Note:

The Roof has still not been repaired it
Still leaks + 5yrs
The holes on the outside of the house, allows
animals to come into the walls + 5yrs
The Ceiling is still coming down and getting
worse along with the mold/mildew + 5yrs
storm door lock + 3yrs
no ventilation in Bathroom 1.5yr
Carpet issues + 4yrs
Kitchen floor + 7yrs
Please Address

**Charleston County Housing & Redevelopment Authority (CCHRA)
HEARING DETERMINATION**

July 5, 2022

**Karen Oliver
1945 Ghana Street
Johns Island, SC 28455**

**CCHRA
2106 Mt. Pleasant Street
Charleston, SC 29403**



As per Karen Oliver's request and in accordance with the Department of Housing and Urban Development's (HUD) federal regulations, an informal hearing was held for you on Thursday, June 23, 2022 at 10:00 am; Location: Joseph Floyd Manor Conference Room, 2106 Mt. Pleasant Street Charleston, SC 29403. The hearing afforded Ms. Oliver an opportunity to present any written or oral objection to the CCHRA's action to terminate your assistance.

The Authority's Reason for Termination of Lease:

Ms. Oliver failed to comply with the terms and provisions of the dwelling lease with the Charleston County Housing and Redevelopment Authority.

Paragraph 12.A: 1 Failure to make payments due under this lease or fulfill obligations of resident set forth in this lease or for other good cause.

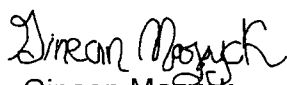
Summary of Informal Hearing

Ms. Oliver did not attend the Informal Hearing. Failure to attend 2nd rescheduled hearing results in favor of the CCHAR Public Housing Department.

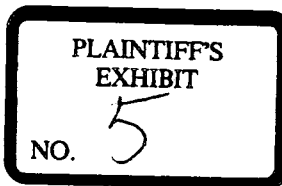
Determination

The CCHRA's decision to terminate Ms. Oliver's Lease due to an unpaid balance of **\$6, 616.00** is upheld and supported.

Effective August 1, 2022, The Charleston County Housing and Redevelopment Authority Public Housing Department will file an Eviction Notice with the Charleston County Magistrate Court.


Ginean Mazyck
Hearing Officer

Name: Karen OLIVER
 Social Security Number: ***-**-0929
 Date of Birth (mm/dd/yyyy): XX/XX/1966
 Program Type: Public Housing
 Project: Single Family Units
 Unit Address: 1945 GHANA ST JOHNS ISLAND SC 29455
 Participant Code: SC056
 Annual Reexamination Date: 05/01/2022
 Tenant Data from Form 50058 as of: 05/27/2021
 Most Recent Type of Action: 2-Annual Reexamination
 Effective Date: 05/01/2021



Household Members

Member SSN	Member First Name	Member Last Name	Date of Birth	Age	Relationship	Identity Verification Status
***-**-0929	Karen	OLIVER	XX/XX/1966	56	Head	Verified
***-**-8109	Mosaiah	OLIVER	XX/XX/2000	22	Other Adult	Verified
***-**-2311	Isaiah	OLIVER	XX/XX/1999	23	Other Adult	Verified

The month and day values in the Date of Birth field have been masked for security reasons.

Confidential Privacy Act Data. Civil and Criminal penalties apply to misuse of this data.

Report Generated By - MQ6XXX STEPHANIE N GRANT-GLADDEN

PHA/Tenant Certification Page The following household member's EIV-reported income has been reviewed and validated by the PHA.

Household Members

Member SSN	Member First Name	Member Last Name	Date of Birth	Age	Relationship	Identity Verification Status
***-**-0929	Karen	OLIVER	XX/XX/1966	56	Head	Verified
***-**-8109	Mosaiah	OLIVER	XX/XX/2000	22	Other Adult	Verified
***-**-2311	Isaiah	OLIVER	XX/XX/1999	23	Other Adult	Verified

PHAs are not required to use this Certification Page. It is a courtesy document for PHAs and tenants to confirm their review of the EIV Income Report and for tenants to document their agreement or disagreement with EIV-reported income information.

By signing below, the PHA certifies that:

- Each member of the household who is at least 18 years of age has signed a consent form in accordance with HUD regulations.
- Any substantial disparities between tenant-reported and EIV-reported income have been verified in accordance with the Federal Privacy Act and HUD regulations.

PHA Staff - Printed Name

PHA Staff - Signature

Date

By signing below, the household member certifies that: The PHA has discussed the EIV-reported income information that pertains to him/her; and

☐ Agrees with the EIV-reported information or ☐ Disputes the EIV-reported information for the following reason(s):

- ☐ Not employed by listed employer
- ☐ Stopped working for employer on (specify date) / /
- ☐ Not receiving SS/SSI benefits
- ☐ Stopped receiving SS/SSI benefits on (specify date) / /
- ☐ Not receiving unemployment compensation
- ☐ Stopped receiving unemployment compensation on (specify date) / /

PHA Code: SC056 Program Type: Public Housing
 PHA Name: SC056 CHARLESTON CO Project: Single Family Units
 Annual Reexamination Date: 05/01/2022 Form 50058 as of: 05/27/2021
 Address: 1945 GHANA ST 1945 JOHNS ISLAND SC 29455
 Most Recent Type of Action: 2-Annual Reexamination Effective Date: 05/01/2021

Head of Household: Karen OLIVER

Social Security Number: ***-**-0929

Date of Birth:

XX/XX/1966

Confidential Privacy Act Data. Civil and Criminal penalties apply to misuse of this data.

Report Generated By - MQ6XXX STEPHANIE N GRANT-GLADDEN

Household Member: Karen OLIVER SSN: ***-**-0929
 Date of Birth: XX/XX/1966 Relationship: Head
 Date Verified: 01/01/2022 Verification Status/Code: Verified

Employment Information

Hire Date	Hire State	FEIN	Employer Name and Address	Date Received by EIV
02/28/2013		57-1071189	ALLCARE LIVING SERVICES INC. 1675 N MAIN ST STE 105B, SUMMERVILLE SC 29483-7847	04/16/2013
01/08/2007		57-6026195	BOYS GIRLS CLUBS OF TH 75 CALHOUN ST FL 2, CHARLESTON SC 29401-3539	11/16/2007

Wages

Pay Period	Amount	FEIN	Employer Name and Address	Date Received by EIV
Q4 of 2021	\$12,429.00	86-1721974	MARY ANN KELLNER 77 DUNGANNON HALL, KIAWAH ISLAND SC 29455-5713	02/09/2022
Q3 of 2021	\$8,000.00	86-1721974	MARY ANN KELLNER 77 DUNGANNON HALL, KIAWAH ISLAND SC 29455-5713	02/09/2022
Q2 of 2021	\$5,800.00	86-1721974	MARY ANN KELLNER 77 DUNGANNON HALL, KIAWAH ISLAND SC 29455-5713	11/09/2021
Q1 of 2021	\$8,200.00	86-1721974	MARY ANN KELLNER 77 DUNGANNON HALL, KIAWAH ISLAND SC 29455-5713	08/11/2021
Q4 of 2018	\$135.00	57-6001289	CHARLESTON COUNTY 4045 BRIDGE VIEW DR STE B207, N CHARLESTON SC 29405-7464	08/16/2019
Q4 of 2017	\$270.00	57-6001289	CHARLESTON COUNTY 4045 BRIDGE VIEW DR STE B207, N CHARLESTON SC 29405-7464	08/23/2018
Q4 of 2016	\$135.00	57-6001289	CHARLESTON COUNTY 4045 BRIDGE VIEW DR STE B207, N CHARLESTON SC 29405-7464	05/16/2017
Q2 of 2016	\$135.00	57-6001289	CHARLESTON COUNTY 4045 BRIDGE VIEW DR STE B207, N CHARLESTON SC 29405-7464	11/18/2016

Unemployment Benefits

Pay Period	Amount	Date Received by EIV
Q4 of 2005	\$842.00	02/27/2006
Q3 of 2005	\$1,862.00	12/03/2005

Social Security Benefits

EIV received no benefit data.

Dual Entitlement

EIV received no benefit data.

Medicare Data

EIV received no benefit data.

Supplemental Security Benefits

EIV received no benefit data.

Disability

Disability: No

On-set Date:

Confidential Privacy Act Data. Civil and Criminal penalties apply to misuse of this data.

Report Generated By - MQ6XXX STEPHANIE N GRANT-GLADDEN

Household Member: Isaiah OLIVER SSN: ***-**-8105
Date of Birth: XX/XX/1999 Relationship: Other Adult
Date Verified: 01/08/2022 Verification Status/Code: Verified

Employment Information

Hire Date	Hire State	FEIN	Employer Name and Address	Date Received by EIV
05/12/2021	NC	57-1080237	HUMAN TECHNOLOGIES INC 105 N SPRING ST STE 200, GREENVILLE SC 29601-2862	10/18/2021

Wages

Pay Period	Amount	FEIN	Employer Name and Address	Date Received by EIV
Q3 of 2021	\$6,512.00	57-6000286	MEDICAL UNIV OF SC HOSPITAL AUTHORI 163 RUTLEDGE AVE STE 200 MSC 602, CHARLESTON SC 29425-8903	02/10/2022
Q2 of 2021	\$2,370.00	57-1080237	HUMAN TECHNOLOGIES INC 105 N SPRING ST STE 200, GREENVILLE SC 29601-2862	11/10/2021
Q3 of 2018	\$2,836.00	56-2173154	FOOD LION LLC PO BOX 16560, CLEARWATER FL 33766-6560	02/15/2019
Q2 of 2018	\$2,645.00	56-2173154	FOOD LION LLC PO BOX 16560, CLEARWATER FL 33766-6560	11/19/2018
Q1 of 2018	\$1,968.00	56-2173154	FOOD LION LLC PO BOX 16560, CLEARWATER FL 33766-6560	07/19/2018
Q4 of 2017	\$1,443.00	56-2173154	FOOD LION LLC PO BOX 16560, CLEARWATER FL 33766-6560	07/19/2018

Unemployment Benefits

EIV received no benefit data.

Social Security Benefits

EIV received no benefit data.

Dual Entitlement

EIV received no benefit data.

Medicare Data

EIV received no benefit data.

Supplemental Security Benefits

EIV received no benefit data.

Disability

Disability: No

On-set Date:

Confidential Privacy Act Data. Civil and Criminal penalties apply to misuse of this data.

Report Generated By - MQ6XXX STEPHANIE N GRANT-GLADDEN

Household Member: Isaiah OLIVER SSN: ***-**-2311
Date of Birth: XX/XX/1999 Relationship: Other Adult
Date Verified: 01/08/2022 Verification Status/Code: Verified

Employment Information

EIV received no Employment (W4) data.

Wages

Pay Period	Amount	FEIN	Employer Name and Address	Date Received by EIV
Q3 of 2021	\$220.00	45-0853246	J I PIZZA INC 2770 MAYBANK HWY, JOHNS ISLAND SC 29455-4857	02/10/2022
Q2 of 2021	\$1,340.00	45-0853246	J I PIZZA INC 2770 MAYBANK HWY, JOHNS ISLAND SC 29455-4857	11/10/2021
Q1 of 2021	\$1,530.00	45-0853246	J I PIZZA INC 2770 MAYBANK HWY, JOHNS ISLAND SC 29455-4857	08/12/2021
Q4 of 2020	\$1,450.00	45-0853246	J I PIZZA INC 2770 MAYBANK HWY, JOHNS ISLAND SC 29455-4857	05/13/2021

Unemployment Benefits

EIV received no benefit data.

Social Security Benefits

EIV received no benefit data.

Dual Entitlement

EIV received no benefit data.

Medicare Data

EIV received no benefit data.

Supplemental Security Benefits

EIV received no benefit data.

Disability

Disability: No

On-set Date:

Confidential Privacy Act Data. Civil and Criminal penalties apply to misuse of this data.

Report Generated By - MQ6XXX STEPHANIE N GRANT-GLADDEN

Charleston County Housing Authority

Tenant History

Tenant 131945.02	Name Oliver, Karen	Project ID / Unit ID 13 / 1945		
Date In 05/05/2005	Date Out	Security Dep 200.00	Pet Deposit 0.00	Balance 11,120.00

HISTORY

Date	Ref No	Type	Description	Amount	Balance
07/02/2012	CPR	1	Rental Charge	-130.00	-107.00
07/02/2012	REFD	21	Utility Reimbursement	130.00	23.00
08/01/2012	CPR	1	Rental Charge	-130.00	-107.00
08/01/2012	REFD	21	Utility Reimbursement	130.00	23.00
09/03/2012	CPR	1	Rental Charge	-130.00	-107.00
09/03/2012	REFD	21	Utility Reimbursement	130.00	23.00
10/01/2012	CPR	1	Rental Charge	-130.00	-107.00
10/01/2012	REFD	21	Utility Reimbursement	130.00	23.00
11/01/2012	CPR	1	Rental Charge	-130.00	-107.00
11/01/2012	REFD	21	Utility Reimbursement	130.00	23.00
12/03/2012	CPR	1	Rental Charge	-130.00	-107.00
12/03/2012	REFD	21	Utility Reimbursement	130.00	23.00
01/01/2013	CPR	1	Rental Charge	-130.00	-107.00
01/02/2013	REFD	21	Utility Reimbursement	130.00	23.00
02/01/2013	CPR	1	Rental Charge	-130.00	-107.00
02/01/2013	REFD	21	Utility Reimbursement	130.00	23.00
02/25/2013	REFD	21	Utility Reimbursement	130.00	153.00
03/01/2013	CPR	1	Rental Charge	-130.00	23.00
04/01/2013	CPR	1	Rental Charge	-130.00	-107.00
04/01/2013	REFD	21	Utility Reimbursement	130.00	23.00
05/01/2013	CPR	1	Rental Charge	-162.00	-139.00
05/01/2013	REFD	21	Utility Reimbursement	162.00	23.00
06/03/2013	CPR	1	Rental Charge	-162.00	-139.00
06/03/2013	REFD	21	Utility Reimbursement	162.00	23.00
06/21/2013	Adj010493	4	Adj; Other Charge	-23.00	0.00
07/01/2013	CPR	1	Rental Charge	-162.00	-162.00
07/01/2013	REFD	21	Utility Reimbursement	162.00	0.00
08/01/2013	CPR	1	Rental Charge	-162.00	-162.00
08/01/2013	REFD	21	Utility Reimbursement	162.00	0.00
08/01/2013	REFD	21	Utility Reimbursement	162.00	162.00
08/01/2013	Adj010659	21	Reverse Transaction - Utility Reimbursement	-162.00	0.00
09/02/2013	CPR	1	Rental Charge	-162.00	-162.00
09/02/2013	REFD	21	Utility Reimbursement	162.00	0.00
10/01/2013	CPR	1	Rental Charge	-162.00	-162.00
10/01/2013	REFD	21	Utility Reimbursement	162.00	0.00
11/01/2013	CPR	1	Rental Charge	-162.00	-162.00
11/01/2013	REFD	21	Utility Reimbursement	162.00	0.00
12/02/2013	CPR	1	Rental Charge	-162.00	-162.00
12/02/2013	REFD	21	Utility Reimbursement	162.00	0.00
01/01/2014	CPR	1	Rental Charge	-162.00	-162.00
01/01/2014	REFD	21	Utility Reimbursement	162.00	0.00
02/03/2014	CPR	1	Rental Charge	-162.00	-162.00
02/03/2014	REFD	21	Utility Reimbursement	162.00	0.00
03/03/2014	CPR	1	Rental Charge	-162.00	-162.00
03/03/2014	REFD	21	Utility Reimbursement	162.00	0.00
04/01/2014	CPR	1	Rental Charge	-162.00	-162.00
04/01/2014	REFD	21	Utility Reimbursement	162.00	0.00

PLAINTIFF'S
EXHIBIT

NO. 6

Charleston County Housing Authority

Tenant History

Tenant	Name	Project ID / Unit ID
131945.02	Oliver, Karen	13 / 1945

HISTORY

<u>Date</u>	<u>Ref No</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
05/01/2014	CPR	1	Rental Charge	-329.00	-329.00
05/01/2014	REFD	21	Utility Reimbursement	329.00	0.00
06/02/2014	CPR	1	Rental Charge	-329.00	-329.00
06/02/2014	REFD	21	Utility Reimbursement	329.00	0.00
07/01/2014	CPR	1	Rental Charge	-329.00	-329.00
07/02/2014	REFD	21	Utility Reimbursement	329.00	0.00
08/01/2014	CPR	1	Rental Charge	-329.00	-329.00
08/01/2014	REFD	21	Utility Reimbursement	329.00	0.00
09/01/2014	CPR	1	Rental Charge	-329.00	-329.00
09/01/2014	REFD	21	Utility Reimbursement	329.00	0.00
10/01/2014	CPR	1	Rental Charge	-329.00	-329.00
10/01/2014	REFD	21	Utility Reimbursement	329.00	0.00
11/03/2014	CPR	1	Rental Charge	-329.00	-329.00
11/03/2014	REFD	21	Utility Reimbursement	329.00	0.00
12/01/2014	CPR	1	Rental Charge	-329.00	-329.00
12/01/2014	REFD	21	Utility Reimbursement	329.00	0.00
01/01/2015	CPR	1	Rental Charge	-329.00	-329.00
01/05/2015	REFD	21	Utility Reimbursement	329.00	0.00
02/02/2015	CPR	1	Rental Charge	-329.00	-329.00
02/02/2015	REFD	21	Utility Reimbursement	329.00	0.00
03/02/2015	CPR	1	Rental Charge	-329.00	-329.00
03/02/2015	REFD	21	Utility Reimbursement	329.00	0.00
04/01/2015	CPR	1	Rental Charge	-329.00	-329.00
04/02/2015	REFD	21	Utility Reimbursement	329.00	0.00
05/01/2015	CPR	1	Rental Charge	-329.00	-329.00
05/05/2015	REFD	21	Utility Reimbursement	329.00	0.00
06/01/2015	CPR	1	Rental Charge	-329.00	-329.00
06/01/2015	REFD	21	Utility Reimbursement	329.00	0.00
07/01/2015	CPR	1	Rental Charge	-329.00	-329.00
07/01/2015	REFD	21	Utility Reimbursement	329.00	0.00
08/03/2015	CPR	1	Rental Charge	-329.00	-329.00
08/03/2015	REFD	21	Utility Reimbursement	329.00	0.00
09/01/2015	CPR	1	Rental Charge	-329.00	-329.00
09/01/2015	REFD	21	Utility Reimbursement	329.00	0.00
10/01/2015	CPR	1	Rental Charge	-329.00	-329.00
10/01/2015	REFD	21	Utility Reimbursement	329.00	0.00
11/02/2015	CPR	1	Rental Charge	-329.00	-329.00
11/04/2015	REFD	21	Utility Reimbursement	329.00	0.00
12/01/2015	CPR	1	Rental Charge	-329.00	-329.00
12/02/2015	REFD	21	Utility Reimbursement	329.00	0.00
01/01/2016	CPR	1	Rental Charge	-329.00	-329.00
01/04/2016	REFD	21	Utility Reimbursement	329.00	0.00
02/01/2016	CPR	1	Rental Charge	-329.00	-329.00
02/01/2016	REFD	21	Utility Reimbursement	329.00	0.00
03/01/2016	CPR	1	Rental Charge	-329.00	-329.00
03/01/2016	REFD	21	Utility Reimbursement	329.00	0.00
04/01/2016	CPR	1	Rental Charge	-329.00	-329.00
04/01/2016	REFD	21	Utility Reimbursement	329.00	0.00
05/02/2016	CPR	1	Rental Charge	-322.00	-322.00

Charleston County Housing Authority

Tenant History

Tenant 131945.02	Name Oliver, Karen	Project ID / Unit ID 13 / 1945
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HISTORY

<u>Date</u>	<u>Ref No</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
02/01/2018	CPR	1	Rental Charge	105.00	105.00
02/06/2018	CPP	15	Late Payment Charge	25.00	130.00
02/06/2018	Adj015729	15	Reverse Transaction - Late Payment Charge	-25.00	105.00
02/06/2018	056922	31	Payment - mo 17-720320901	-105.00	0.00
03/01/2018	CPR	1	Rental Charge	105.00	105.00
03/06/2018	CPP	15	Late Payment Charge	25.00	130.00
03/06/2018	Adj015848	15	Reverse Transaction - Late Payment Charge	-25.00	105.00
03/06/2018	057276	31	Payment - mo 268621	-105.00	0.00
04/02/2018	CPR	1	Rental Charge	105.00	105.00
04/06/2018	CPP	15	Late Payment Charge	25.00	130.00
04/06/2018	057633	31	Payment - mo 269987	-105.00	25.00
04/10/2018	Adj016016	15	Reverse Transaction - Late Payment Charge	-25.00	0.00
05/01/2018	CPR	1	Rental Charge	107.00	107.00
05/07/2018	CPP	15	Late Payment Charge	25.00	132.00
05/08/2018	057984	31	Payment - mo 271267	-107.00	25.00
06/01/2018	CPR	1	Rental Charge	107.00	132.00
06/06/2018	CPP	15	Late Payment Charge	25.00	157.00
06/06/2018	Adj016199	15	Reverse Transaction - Late Payment Charge	-25.00	132.00
06/06/2018	058303	31	Payment - mo24978015044	-107.00	25.00
07/02/2018	CPR	1	Rental Charge	107.00	132.00
07/06/2018	CPP	15	Late Payment Charge	25.00	157.00
07/09/2018	Adj016319	15	Reverse Transaction - Late Payment Charge	-25.00	132.00
07/09/2018	058684	31	Payment - mo 24978018947	-107.00	25.00
07/12/2018	Adj016363	4	Adj; Late Charge	-25.00	0.00
08/01/2018	CPR	1	Rental Charge	107.00	107.00
08/06/2018	CPP	15	Late Payment Charge	25.00	132.00
08/07/2018	Adj016469	15	Reverse Transaction - Late Payment Charge	-25.00	107.00
08/07/2018	058986	31	Payment - mo 17-788285530	-107.00	0.00
09/03/2018	CPR	1	Rental Charge	107.00	107.00
09/06/2018	CPP	15	Late Payment Charge	25.00	132.00
09/06/2018	Adj016590	15	Reverse Transaction - Late Payment Charge	-25.00	107.00
09/06/2018	059336	31	Payment - mo 17-819160061	-107.00	0.00
10/01/2018	CPR	1	Rental Charge	107.00	107.00
10/09/2018	CPP	15	Late Payment Charge	25.00	132.00
10/09/2018	Adj016692	15	Reverse Transaction - Late Payment Charge	-25.00	107.00
10/09/2018	059691	31	Payment - mo 25230111513	-107.00	0.00
11/01/2018	CPR	1	Rental Charge	107.00	107.00
11/05/2018	059883	31	Payment - m 278254	-107.00	0.00
12/03/2018	CPR	1	Rental Charge	107.00	107.00
12/06/2018	CPP	15	Late Payment Charge	25.00	132.00
12/06/2018	Adj016959	15	Reverse Transaction - Late Payment Charge	-25.00	107.00
12/06/2018	060349	31	Payment - mo 279758	-107.00	0.00
01/02/2019	CPR	1	Rental Charge	107.00	107.00
01/07/2019	CPP	15	Late Payment Charge	25.00	132.00
01/07/2019	060662	31	Payment - mo 2505184007	-107.00	25.00
02/01/2019	CPR	1	Rental Charge	107.00	132.00
02/05/2019	060941	31	Payment - mo 25051840413	-107.00	25.00
03/01/2019	CPR	1	Rental Charge	107.00	132.00
03/06/2019	CPP	15	Late Payment Charge	25.00	157.00

Charleston County Housing Authority

Tenant History

Tenant 131945.02	Name Oliver, Karen	Project ID / Unit ID 13 / 1945
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HISTORY

<u>Date</u>	<u>Ref No</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
05/04/2016	REFD	21	Utility Reimbursement	322.00	0.00
06/01/2016	CPR	1	Rental Charge	-322.00	-322.00
06/01/2016	REFD	21	Utility Reimbursement	322.00	0.00
07/01/2016	CPR	1	Rental Charge	-322.00	-322.00
07/05/2016	REFD	21	Utility Reimbursement	322.00	0.00
08/01/2016	CPR	1	Rental Charge	-322.00	-322.00
08/01/2016	REFD	21	Utility Reimbursement	322.00	0.00
09/01/2016	CPR	1	Rental Charge	-322.00	-322.00
09/01/2016	REFD	21	Utility Reimbursement	322.00	0.00
10/01/2016	CPR	1	Rental Charge	-322.00	-322.00
10/03/2016	REFD	21	Utility Reimbursement	322.00	0.00
11/01/2016	CPR	1	Rental Charge	-322.00	-322.00
11/01/2016	REFD	21	Utility Reimbursement	322.00	0.00
12/01/2016	CPR	1	Rental Charge	-322.00	-322.00
12/01/2016	REFD	21	Utility Reimbursement	322.00	0.00
01/03/2017	CPR	1	Rental Charge	-322.00	-322.00
01/03/2017	REFD	21	Utility Reimbursement	322.00	0.00
02/01/2017	CPR	1	Rental Charge	-322.00	-322.00
02/01/2017	REFD	21	Utility Reimbursement	322.00	0.00
03/01/2017	CPR	1	Rental Charge	-322.00	-322.00
03/01/2017	REFD	21	Utility Reimbursement	322.00	0.00
04/03/2017	CPR	1	Rental Charge	-322.00	-322.00
04/03/2017	REFD	21	Utility Reimbursement	322.00	0.00
05/01/2017	CPR	1	Rental Charge	-322.00	-322.00
05/03/2017	REFD	21	Utility Reimbursement	322.00	0.00
06/01/2017	CPR	1	Rental Charge	-322.00	-322.00
06/01/2017	REFD	21	Utility Reimbursement	322.00	0.00
07/03/2017	CPR	1	Rental Charge	105.00	105.00
07/06/2017	CPP	15	Late Payment Charge	25.00	130.00
07/06/2017	Adj014922	15	Reverse Transaction - Late Payment Charge	-25.00	105.00
07/06/2017	054453	31	Payment - mo 24267240505	-105.00	0.00
08/01/2017	CPR	1	Rental Charge	105.00	105.00
08/04/2017	054774	31	Payment - mo 24023752176	-105.00	0.00
09/01/2017	CPR	1	Rental Charge	105.00	105.00
09/05/2017	055095	31	Payment - mo 23824876037	-105.00	0.00
10/02/2017	CPR	1	Rental Charge	105.00	105.00
10/06/2017	CPP	15	Late Payment Charge	25.00	130.00
10/06/2017	Adj015174	15	Reverse Transaction - Late Payment Charge	-25.00	105.00
10/06/2017	055500	31	Payment - mo 24632704934	-105.00	0.00
11/01/2017	CPR	1	Rental Charge	105.00	105.00
11/01/2017	055643	31	Payment - mo 17-651590338	-105.00	0.00
12/01/2017	CPR	1	Rental Charge	105.00	105.00
12/06/2017	CPP	15	Late Payment Charge	25.00	130.00
12/06/2017	Adj015429	15	Reverse Transaction - Late Payment Charge	-25.00	105.00
12/06/2017	056234	31	Payment - ck 9312	-105.00	0.00
01/01/2018	CPR	1	Rental Charge	105.00	105.00
01/08/2018	CPP	15	Late Payment Charge	25.00	130.00
01/10/2018	Adj015689	15	Reverse Transaction - Late Payment Charge	-25.00	105.00
01/10/2018	056612	31	Payment - mo 266507	-105.00	0.00

Charleston County Housing Authority

Tenant History

Tenant	Name	Project ID / Unit ID
131945.02	Oliver, Karen	13 / 1945

HISTORY

<u>Date</u>	<u>Ref No</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
09/01/2020	CPR	1	Rental Charge	-27.00	-50.00
09/03/2020	REFD	21	Utility Reimbursement	27.00	-23.00
10/01/2020	CPR	1	Rental Charge	-27.00	-50.00
10/05/2020	REFD	21	Utility Reimbursement	27.00	-23.00
11/02/2020	CPR	1	Rental Charge	-27.00	-50.00
11/04/2020	REFD	21	Utility Reimbursement	27.00	-23.00
12/01/2020	CPR	1	Rental Charge	-27.00	-50.00
12/03/2020	REFD	21	Utility Reimbursement	27.00	-23.00
01/04/2021	CPR	1	Rental Charge	-27.00	-50.00
01/05/2021	REFD	21	Utility Reimbursement	27.00	-23.00
02/01/2021	CPR	1	Rental Charge	-27.00	-50.00
02/03/2021	REFD	21	Utility Reimbursement	27.00	-23.00
03/01/2021	CPR	1	Rental Charge	-27.00	-50.00
03/03/2021	REFD	21	Utility Reimbursement	27.00	-23.00
04/01/2021	CPR	1	Rental Charge	-27.00	-50.00
04/01/2021	REFD	21	Utility Reimbursement	27.00	-23.00
05/03/2021	CPR	1	Rental Charge	-27.00	-50.00
05/05/2021	REFD	21	Utility Reimbursement	27.00	-23.00
05/25/2021	Adj020125	1	Adjust Rent - Reexam	-251.00	-274.00
06/01/2021	CPR	1	Rental Charge	-278.00	-552.00
06/02/2021	REFD	21	Utility Reimbursement	278.00	-274.00
07/01/2021	CPR	1	Rental Charge	-278.00	-552.00
07/02/2021	REFD	21	Utility Reimbursement	278.00	-274.00
08/02/2021	CPR	1	Rental Charge	-278.00	-552.00
08/04/2021	REFD	21	Utility Reimbursement	278.00	-274.00
09/01/2021	CPR	1	Rental Charge	-278.00	-552.00
09/01/2021	REFD	21	Utility Reimbursement	278.00	-274.00
10/01/2021	CPR	1	Rental Charge	-278.00	-552.00
10/05/2021	REFD	21	Utility Reimbursement	278.00	-274.00
11/01/2021	CPR	1	Rental Charge	-278.00	-552.00
11/03/2021	REFD	21	Utility Reimbursement	278.00	-274.00
12/01/2021	CPR	1	Rental Charge	-278.00	-552.00
12/01/2021	REFD	21	Utility Reimbursement	278.00	-274.00
01/04/2022	CPR	1	Rental Charge	-278.00	-552.00
01/05/2022	REFD	21	Utility Reimbursement	278.00	-274.00
02/01/2022	CPR	1	Rental Charge	-278.00	-552.00
02/04/2022	REFD	21	Utility Reimbursement	278.00	-274.00
03/01/2022	CPR	1	Rental Charge	-278.00	-552.00
03/03/2022	REFD	21	Utility Reimbursement	278.00	-274.00
03/31/2022	Adj021495	2	Adjust Rent - Reexam - Retro	5,166.00	4,892.00
04/01/2022	CPR	1	Rental Charge	583.00	5,475.00
04/06/2022	CPP	15	Late Payment Charge	25.00	5,500.00
05/02/2022	CPR	1	Rental Charge	1,091.00	6,591.00
05/06/2022	CPP	15	Late Payment Charge	25.00	6,616.00
06/01/2022	CPR	1	Rental Charge	1,091.00	7,707.00
06/06/2022	CPP	15	Late Payment Charge	25.00	7,732.00
07/01/2022	CPR	1	Rental Charge	1,091.00	8,823.00
07/06/2022	CPP	15	Late Payment Charge	25.00	8,848.00
08/01/2022	CPR	1	Rental Charge	1,091.00	9,939.00

Charleston County Housing Authority

Tenant History

Tenant 131945.02	Name Oliver, Karen	Project ID / Unit ID 13 / 1945
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HISTORY

<u>Date</u>	<u>Ref No</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
03/06/2019	Adj017282	15	Reverse Transaction - Late Payment Charge	-25.00	132.00
03/06/2019	061368	31	Payment - mo 17-878844050	-107.00	25.00
04/01/2019	CPR	1	Rental Charge	107.00	132.00
04/04/2019	061598	31	Payment - mo 284758	-107.00	25.00
04/22/2019	Adj017376	4	Adj; Late Chrg	-25.00	0.00
05/01/2019	CPR	1	Rental Charge	238.00	238.00
05/06/2019	CPP	15	Late Payment Charge	25.00	263.00
05/08/2019	062064	31	Payment - mo 17-973714826	-238.00	25.00
06/03/2019	CPR	1	Rental Charge	238.00	263.00
06/05/2019	062358	31	Payment - mo 17-988016023	-244.00	19.00
07/01/2019	CPR	1	Rental Charge	238.00	257.00
07/03/2019	062538	31	Payment - mo 17975957862	-244.00	13.00
08/01/2019	CPR	1	Rental Charge	238.00	251.00
08/05/2019	063086	31	Payment - mo 17-991615150	-240.00	11.00
09/03/2019	CPR	1	Rental Charge	238.00	249.00
09/09/2019	CPP	15	Late Payment Charge	25.00	274.00
09/16/2019	Adj017978	15	Reverse Transaction - Late Payment Charge	-25.00	249.00
09/16/2019	063424	31	Payment - mo 17958529289	-240.00	9.00
10/01/2019	CPR	1	Rental Charge	238.00	247.00
10/07/2019	CPP	15	Late Payment Charge	25.00	272.00
10/09/2019	063781	31	Payment - mo 17-682787136	-240.00	32.00
10/24/2019	Adj018122	15	Reverse Transaction - Late Payment Charge	-25.00	7.00
11/01/2019	CPR	1	Rental Charge	238.00	245.00
11/05/2019	064012	31	Payment - mo 19-038882390	-240.00	5.00
12/02/2019	CPR	1	Rental Charge	238.00	243.00
12/06/2019	CPP	15	Late Payment Charge	25.00	268.00
12/09/2019	Adj018301	15	Reverse Transaction - Late Payment Charge	-25.00	243.00
12/09/2019	064420	31	Payment - mo 19-057145684	-240.00	3.00
01/03/2020	CPR	1	Rental Charge	238.00	241.00
01/06/2020	CPP	15	Late Payment Charge	25.00	266.00
01/07/2020	Adj018394	15	Reverse Transaction - Late Payment Charge	-25.00	241.00
01/07/2020	064640	31	Payment - mo 19045157455	-238.00	3.00
02/03/2020	CPR	1	Rental Charge	238.00	241.00
02/06/2020	065032	31	Payment - mo R209055754622	-238.00	3.00
03/02/2020	CPR	1	Rental Charge	238.00	241.00
03/05/2020	065302	31	Payment - MO R208877453433	-238.00	3.00
04/01/2020	CPR	1	Rental Charge	238.00	241.00
04/06/2020	CPP	15	Late Payment Charge	25.00	266.00
04/13/2020	Adj018835	15	Reverse Transaction - Late Payment Charge	-25.00	241.00
04/13/2020	065758	31	Payment - mo 19072296362	-238.00	3.00
05/01/2020	CPR	1	Rental Charge	238.00	241.00
06/01/2020	CPR	1	Rental Charge	238.00	479.00
06/01/2020	066138	31	Payment - mo 17900917961	-234.00	245.00
06/15/2020	066413	31	Payment - mo 19101004784	-238.00	7.00
07/01/2020	CPR	1	Rental Charge	-27.00	-20.00
07/02/2020	REFD	21	Utility Reimbursement	27.00	7.00
07/06/2020	066557	31	Payment - mo 19125634039	-30.00	-23.00
08/03/2020	CPR	1	Rental Charge	-27.00	-50.00
08/04/2020	REFD	21	Utility Reimbursement	27.00	-23.00

9/7/2022
8:20:32AM

Charleston County Housing Authority

Authority # 1
Page 7 of 7

Tenant History

Tenant	Name	Project ID / Unit ID
131945.02	Oliver, Karen	13 / 1945

HISTORY

<u>Date</u>	<u>Ref No</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
08/03/2022	Adj022033	13	Warrant of Ejectment	40.00	9,979.00
08/08/2022	CPP	15	Late Payment Charge	25.00	10,004.00
09/01/2022	CPR	1	Rental Charge	1,091.00	11,095.00
09/06/2022	CPP	15	Late Payment Charge	25.00	11,120.00

Charleston County Housing and Redevelopment Authority
2106 Mt. Pleasant Street
Charleston, South Carolina 29403
(843) 722-1972

PLAINTIFF'S
EXHIBIT

NO.

4

RESIDENTIAL DWELLING LEASE

TENANT Karen Oliver TENANT # 131945.02
PROPERTY ADDRESS 1945 Ghana Street, Johns Island, SC 29455

1. IDENTIFICATION OF PARTIES AND PREMISES:

The Charleston County Housing and Redevelopment Authority of Charleston (CCHRA), South Carolina (Management) relying upon the statements, certifications, and other information provided by the tenant, also known as Tenant in this lease, concerning the household composition, income and employment of all family members as reported in Tenant's signed application for admission or Continued Occupancy, agrees to lease to Tenant under the terms and conditions of this lease the premises designated as Unit No. _____ located at 1945 Ghana Street
Johns Island South Carolina, (called premises in this lease) consisting of 3 bedrooms. By signing this lease Tenant agrees to all terms and conditions of this lease.

Members of Tenant Household	Relationship	Social Security #
1. <u>Oliver, Karen</u>	<u>HH</u>	<u>—</u>
2. <u>Oliver, Mosaiah</u>	<u>Son</u>	<u>—</u>
3. <u>Oliver, Isaiah</u>	<u>Son</u>	<u>—</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

2. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

Charleston County Housing and Redevelopment Authority (CCHRA) hereby leases unto Resident for the term hereinafter stated (subject to earlier termination as hereinafter provided) the premises described above. The term of this lease shall be for a period of 12 months and will begin on May 1, 2019, and expire on April 30, 2020 at a rental of \$238.00 per month. Upon the expiration date of this lease, unless renewed by the parties by signing a new lease agreement, this lease will become a month to month tenancy.

This lease shall be renewed for an additional 12 months unless the community service requirement is not fulfilled.

- ☐ This rent is based on the Authority-determined flat/ceiling rent of \$ 1,477.00 for this unit.
☒ This rent is based on the income and other information reported by the Resident.

Families may change rent calculation methods at any re-certification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

- (A) Rent is due and payable in advance without notice on the 1st day of each month and is delinquent after the 5th day of the month. This rent will remain in effect unless adjusted in accordance with the provisions of Section 6 hereof.

If rent is unpaid when due and resident fails to pay rent within 5 days of due date, a late charge of \$25.00 will be charged to the Resident's account. **No additional late notice will be given. ON THE 14th DAY OF EACH MONTH YOUR ACCOUNT WILL BE SENT TO THE MAGISTRATE WITH THE COST OF COLLECTION FEES ADDED TO THE ACCOUNT.**

IF YOUR ACCOUNT IS SENT TO THE MAGISTRATE THREE (3) TIMES WITHIN A 12-MONTH PERIOD FOR COLLECTION, THE WARRANT OF EJECTION WILL BE ENFORCED ON THE THIRD OCCASION REGARDLESS OF WHETHER OR NOT PAYMENT HAS BEEN TENDERED. To eliminate the possibility of loss or theft, rent payments should be either by check, cashier's check or money order. **Cash is not an acceptable form of payment.**

- (B) **SECURITY DEPOSIT:** Resident agrees to pay a security deposit in the total amount of **\$200.00** prior to signing of the lease, and first month's rent. Management shall pro-rate rent when applicable.

The deposit is to be applied against any damage done to the premises by the tenant, his/her household, or guest, normal wear and tear excepted; and to pay when presented with an itemized bill the full amount of any such damage in order that the deposit will remain in tact. Upon termination of this lease, the deposit is to be refunded to the tenant or to be applied to any damage or any rent delinquency, attorney's fees, court, or eviction costs, or unpaid service charges.

- (C) **RETURNED CHECKS:** A check returned for non-sufficient funds will be considered non-payment of rent. Resident agrees to pay \$35.00 for each dishonored check for additional bookkeeping costs and handling charges. If more than one (1) check is returned, all future rent and other charges shall be paid in the form of cashier's check, certified check or money order.

3. **OCCUPANTS OF UNIT:** The resident hereby agrees that the above-described premises will be occupied as a private residence by the resident and his immediate family. All immediate family members who are eighteen years old or older must be signatories to this lease. **All family members shall become a signatory to this lease within thirty days after their eighteenth birthday.** Failure to do so shall constitute cause for termination of this lease.

Management hereby agrees that the resident shall have exclusive use and occupancy of the premises described in the lease. All overnight guests shall be registered with management. Failure to properly register overnight guest with management shall constitute a lease violation, which shall constitute cause for termination of this lease. This provision does not exclude reasonable accommodations (not to exceed thirty (30) days and six (6) holidays per twelve-month period, unless approved by management).

Guest is defined as a person in the leased unit with the consent of tenant or immediate family. With the written consent of Management the unit may be occupied by foster children or a live-in aide. A live-in aide is not a member of the assisted family, but lives in the unit to provide essential care services for an elderly or disabled person who (A) is determined to be essential to the care and well-being of the person; (B) is not obligated for the support of the person; and (C) would not be living in the unit except to provide the necessary supportive services.

4. **UTILITIES AND APPLIANCES:** Utility allowances for said unit will be \$ 287.00 per month. Management agrees to furnish a cooking range (serial # on file), refrigerator (serial # on file) and hot water heater (serial # on file) without charge. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Resident must **obtain, keep in effect and pay for electricity, gas, water, sewer or other utilities which are not furnished by Management.** Resident agrees to use, only in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities provided by the Management. **Failure to keep utility service available to the dwelling is considered a health hazard and is grounds for termination of this lease. Resident also hereby authorizes all utility companies to provide management with data regarding resident's monthly consumption of utilities for the purpose of establishing and updating utility allowances.**

5. **REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

Rental rate changes will be made at least 60 days prior to the end of tenancy. Resident agrees to furnish accurate and complete information to Management as to household composition, income, net family assets, employment and allowance and deduction for use by Management to determine whether Resident is paying the appropriate amount of rent and whether the unit size meets approved occupancy standards.

This determination will be made in accordance with the approved Management Plan. Upon completion of any review of income or family composition, Management will execute a new lease or mail a written Notice of Rent Adjustment to the Resident. The Resident agrees to accept said Notice of Rent Adjustment as an amendment to this Lease. All additional charges shall become due and payable in full.

A. No changes in rent will be made except in connection with reexamination, or under the following conditions, subject to procedures as authorized in the approved Management Plan.

- (1) Loss of, or addition of, income.
- (2) Resident received delayed start of periodic payment in a lump sum.
- (3) To correct an error which occurred in connection with admission or reexamination.
- (4) If it is found that a resident has misrepresented to Management the facts upon which his rent is based, so that the rent he is paying is less than he should be charged, then the increase in rent shall be made retro-active. Retroactive rent will be paid immediately. A repayment schedule is

possible, with the consent of management. **Misrepresentation of facts upon which rent is based is one of the elements used to determine fraud. Management reserves the right to prefer charges.** Except in situations covered in Paragraph 5 A. (4) herein above (misrepresentation) any increases in rent with the lease year should be effective the second month following the triggering event.

(5) Income reviews will be held every third year for Residents choosing the flat/ceiling rent option. Residents who have chosen this option will be notified at the appropriate time for their re-certification.

(6) In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, Charleston County Housing and Redevelopment Authority will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

(7) A Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud. Charleston County Housing and Redevelopment Authority shall verify the information to determine if a decrease in the rent is warranted.

Any and all changes in family composition and family income must be reported in writing within 10 days of the change. Failure to report changes shall constitute cause for termination of this agreement and may be cause to prefer charges for fraud.

- B. If Management determines that the size of the dwelling unit is no longer appropriate to Resident's needs, the resident agrees to transfer to the correct size dwelling unit, upon proper notice by Management, that such unit is available. Refusal of the offer of a new lease for a unit of appropriate size is grounds for termination of the Lease. In Single Family Dwellings (scattered sites) when the family size decreases three (3), the family will be given twelve (12) months to vacate.
- C. Tenant may ask management to explain, under its grievance procedures, any rent, change or unit transfer.

6. THE MANAGEMENT AGREES:

- A. To maintain the premises and the complex in a decent, safe and sanitary condition.

- B. To comply with requirements of applicable state laws, building codes and other regulations materially affecting health and safety.
- C. To make necessary repairs to the premises within a reasonable amount of time.
- D. To keep complex building, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- E. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances including elevators, supplied by the Management.
- F. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish and other waste removed from the premises by the Resident and as city ordinance require.
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year except where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- H. To notify the Tenant of the reasons for any adverse action by management including, but not limited to, a proposed lease termination, transfer of unit and imposition of repair charges. The notice of proposed adverse action shall inform the tenant of the right to request such hearing. No action will be taken until the expiration of time to request a grievance proceeding. If a grievance hearing is requested in a timely manner the proposed action will not become effective until the grievance process has been completed.

7. THE RESIDENT AGREES:

- A. Not to assign the Lease or to sublease the premises.
- B. To purchase Renter's Insurance to protect his or her personal property/effects. Management will not be responsible for theft, loss or damage to Resident's personal items.
- C. Not to provide accommodations for boarders or lodgers.
- D. Not to feed stray animals nor to keep pets or animals anywhere in the complex, except as otherwise authorized by applicable federal laws and/or regulations and that all such pets so authorized to be kept shall be maintained in accordance with Management's current pet policy.
- E. Not to leave automobiles, which are not in running condition, parked on the property. If not removed after Resident has been provided a fourteen (14) day notice, Management will have such automobile towed away at owner's expense.
- F. To use the premises as the sole private dwelling of the tenant and the tenant's immediate family as set forth in Section 3.
- G. To abide by any necessary and reasonable regulations incorporated herein by reference.

- H. To comply with all obligations imposed upon residents by applicable provision of building and housing codes, materially affecting health and safety. To obtain written authorization from Management prior to making any alterations to the interior/exterior of property.
- I. To keep the premises and such other areas as may be assigned to Resident in a clean and good condition, reasonable wear and tear accepted. This includes keeping front and rear entrances and walkways for the exclusive use of Resident, free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for residents who have no household member able to perform such tasks because of age or disability.
- J. To provide reasonable care (including changing batteries) and perform interim testing of smoke detectors to assure they are in working order. Manager will impose a \$50.00 charge if battery or smoke detector is disengaged.
- K. To dispose of all garbage in plastic bags prior to placing in any dumpster or can and to dispose of rubbish and other waste from the premises in a sanitary and safe manner. **If the area around the apartment or house is not maintained in a decent, clean and sanitary condition, the charge for cleaning will be accepted and paid by the resident.**
- L. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances.
- M. To refrain from, and to cause his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the premises or project.
- N. To refrain from use of kerosene heaters or similar devices.
- O. To refrain from interfering with the operation of emergency equipment such as smoke detectors, fire extinguishers or similar equipment. (Example, Resident will not remove batteries from smoke detectors or Carbon monoxide detectors.) Resident will be charged \$50.00 for this Violation.
- P. To pay for utilities consumed in excess of the amount agreed to be supplied by Management, if any, and to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project building, facilities, or common areas caused by the resident, his household, guests, or any other person under Resident's control, in accordance with posted Resident Repair Charge procedures. The Resident further agrees to pay all costs related to ejectment proceedings initiated as a result of Resident's violation of any of the terms of this lease. These charges shall become due and collectible within fourteen (14) days of notification.
- Q. To conduct himself, and cause other persons who are on the premises, with his consent, to conduct themselves in a manner which will not disturb his neighbor's peaceful enjoyment of his accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition. Public housing residents, members of household, guests, or other persons under the Resident's control shall not engage in illegal or criminal activity. Including drug-related criminal activity on or off public housing premises, which impairs the physical or social environment of the complex. (Drug-related criminal activity means the illegal manufacture, sale, distribution,

records and regulations, which are in the possession of Management, and which are directly relevant to the termination of tenancy or eviction. The resident shall be provided a copy of any such document at the resident's expense.

13. ABANDONED PROPERTY AND FURNISHINGS:

Upon abandonment of the premises, the resident hereby appoints Management and or Management's employees as the resident agents to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. Management shall inventory the property of the abandoned premises prior to removal and storage and shall have the making of the inventory witnessed. The resident hereby further appoints Management and or Management's employees, resident's agent (s), to hold the said property for a period of thirty (30) calendar days and, if not claimed by the resident within such thirty (30) calendar days after the resident has abandoned the premises, then Management is hereby authorized to donate said property to a charitable organization. In the absence of actual knowledge of abandonment, it shall be presumed that resident has abandoned the dwelling if resident is absent from the dwelling for a period of fifteen (15) days from the date of discovery, the rent is not current, utilities are turned off and resident has not notified management in advance of his or her intended absence.

14. PAYMENT OF RENT INTO COURT/UNDERTAKING ON APPEAL AN ORDER STAYING EXECUTION:

In any action whereby the landlord sues for possession and the resident raises defenses or counterclaims pursuant to applicable law or this lease, the resident is required to continue to pay rent as provided by South Carolina Code of Laws, Section 27-40-790 (1976 as amended). A copy of this statute will be made available to the resident upon request. Upon any appeal to the Circuit Court the resident may obtain an order staying execution of a judgment for ejectment by complying with the provisions of South Carolina Code of Laws Title 27 Chapter 40 Residential and Landlord Tenant Act, Section 27-40-800. A copy of this statute will be made available to the resident upon request.

15. DRUG-FREE HOUSING:

- A. Resident, any member of the Resident's household, guests or other persons under the Resident's control shall not engage in criminal activity, including violent or drug related criminal activity, on or off public housing premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S. C. 802).
- B. Resident, any member of the resident's household, guests or other persons under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off public housing premises.
- C. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity. Including drug related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

Resident agrees that in the absence of a forwarding address being submitted to Management in writing, resident's address indicated above shall serve as Resident's last known address for purposes of the laws of this state or federal law.

RESIDENT AGREES TO GIVE MANAGEMENT 30 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE DWELLING UNIT. Notice shall be given on the first (1st) day of the month.

12. TERMINATION OF TENANCY AND EVICTIONS:

A. Management shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of the lease such as:

1. Failure to make payments due under this lease or to fulfill obligations of resident set forth in this lease or for other good cause.
2. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income.
3. Failure to perform required community service or be exempted therefrom.
4. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit.
5. Determination or discovery that a resident is a registered sex offender.

B. Management shall give written notice of lease termination/demand for possession of:

1. 14 calendar days in the case of failure to pay rent; Unless as described in Paragraph 2 (A).
2. A reasonable time considering the seriousness of the situation (but not less than 3 calendar days) when the health or safety of other residents or management employees is threatened; and
3. 30 calendar days in any other case.

The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform the resident of the resident's right to make such reply as the resident may wish. These notices may be combined into one document. When management is required to afford the resident the opportunity for a grievance hearing the notice shall also inform the resident of the resident's right to request a hearing in accordance with Management's grievance procedure. Management shall provide the resident a reasonable opportunity to examine, at the resident's request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including

specifying the person(s) who entered the premises, the date, time, and purpose of entry, prior to leaving the premises.

10. LEGAL NOTICES:

- A. Management shall notify the Resident of the specific grounds for any proposed adverse action by Management. Such adverse action includes, but is not limited to, a lease termination/demand for possession (if applicable), transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- B. Management shall notify the Resident of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in section XII of this lease.
- C. The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination for possession, a notice of lease termination/demand for possession in accordance with XI (B) shall constitute adequate notice of proposed adverse action.
- D. In the case of a proposed adverse action other than a lease termination/demand for possession, Management shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

11. NOTICE PROCEDURES:

- A. Management and the Resident in giving notice one to the other shall use the following procedure:
 - 1. Except as provided in Paragraph C of this section, notice to a resident shall be in writing and delivered to the resident or to an adult member of the resident's household residing in the dwelling or sent by prepaid first class mail properly addressed to the resident; and
 - 2. Notice to Management shall be in writing, delivered to the project office or Management's central office or sent by U.S. first class mail properly addressed.
- B. Notice to terminate/vacate from Management shall be in writing and such notice shall be delivered to the resident or an adult member of resident's household or sent pre-paid first class mail properly addressed to the resident.
- C. If the resident is visually impaired all notices must be in a format understandable by resident.
- D. Except as provided to the contrary herein, notices to the resident shall be in writing and either delivered to the resident or an adult member of the resident's household or sent by prepaid first class mail, registered mail or certified mail properly addressed to resident. Resident shall be permitted to specify in writing any other address, if different from the address of resident's dwelling to which notice should be sent. If not otherwise specified, notice sent to the resident's present dwelling shall be sufficient.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The non-return of a first class mailing shall be considered as receipt by the resident, in accordance with South Carolina Law.

JJ. Residents will be charged for all damages to appliances, doors, carpets, wall, etc. caused by misuse or abuse. Small nails are permitted. No stick-up or glue type picture hangers shall be allowed. Mirror wall tiles are not permitted.

KK. Entryways should not be used for storage or waste receptacles and shall be kept clear. Management shall have the right to impound any such articles left in the above referenced areas.

LL. Proper attire is to be worn in public places at all times. Partial nudity will not be allowed.

8. **DAMAGE AND REPAIR:**

Residents must **promptly notify the property manager or the public housing office at 722-1942 extension(s) 123 Monday through Friday, between the hours of 8:30 a.m. - 5:00 p.m., concerning repairs to their unit. Residents should call (843) 297-2109 after hours to request emergency repairs (only).** In the event that the premises are damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, the Tenant shall immediately **notify the management** of the damage. Management shall repair the unit within a reasonable time. Standard alternative accommodations will be made available by management, if available, where necessary repairs cannot be made within a reasonable time. If the damage was caused by the Resident, Resident's household or guests, or any other person under Resident's control, **the reasonable costs of the repairs shall be charged to the tenant.** Charges shall be made based upon management's posted Repair Charge Schedule and/or additional cost of completing the repair. If repairs are not made in a reasonable time and no alternative accommodations are available, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling unit, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation **or if the damage was caused by the resident, resident's household, guests, or persons under the resident's control. Such damage shall constitute cause for termination of this lease.**

9. **INSPECTIONS:**

Management and Resident or his representative shall inspect the premises prior to commencement of occupancy by the Resident. Management will furnish the Resident with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. This statement shall be signed by the Manager and the Resident, and a copy of the statement shall be retained in the Resident's folder. At the time Resident vacates, management shall inspect the unit and furnish the Resident a written statement of charges to be made, if any, for which Resident is responsible. Resident, or his representative, may join in such inspection unless the Resident vacates without notice to Management. Employee or representative of Management will be permitted to enter Resident's dwelling unit for the purpose of performing routine inspections and maintenance (including extermination service, for making improvements or repairs, or to show the premises for re-leasing during normal business hours). ***During periods of construction or modernization, inspectors for the Housing Authority will be allowed to inspect contractor's work. The required notice will be waived under these conditions.***

Except that no written notice will be required for maintenance requested by the Resident, a written statement specifying the purpose of Management's entry delivered to the premises at least 24 hours before such entry shall be considered reasonable advance notification. However, Management may enter when it reasonably believes that an emergency exists which requires such entrance. If the Resident and all adult members of his household are absent from the premises at time of entry, the Management shall leave at the premises a written statement

- W. Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Management and in accordance with the management's pet policy.
- X. To pay when due all charges due under this lease.
- Y. Not to install any clothes dryer, additional telephones, fences, additional locks, fixtures, radio or television antenna, or make any other alterations to the premises without the prior written consent of Management and then only under the conditions given by Management for such consent. Residents shall do no electrical wiring.
- Z. To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project.
- AA. To immediately report to Management any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the complex, and any other breakage or loss of any kind.
- BB. To park motorized vehicles only in designated parking areas and never on grassed areas; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition.
- CC. To complete an application, or other written request, at the option of the Authority, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- DD. To notify management on or before any extended absence from the premises in excess of (15) calendar days.
- EE. To correct any violation promptly (other than a lease termination of tenancy/demand for possession) of receipt of written notice from Management of the specific violation, except as provided to the contrary herein.
- FF. Not to commit, or allow members of Tenant's household to commit any fraud in connection with any federal housing assistance program, and to not receive or allow members of Tenant's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- GG. Tenant or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to tenant of the person's name and nature of trespass notice.
- HH. No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at any window or any part of the outside of apartments.
- II. No articles shall be hung from the outside of apartment windows or placed on the window sills. All permitted alterations, additions, and fixtures shall remain as part of the dwelling and intact at the time resident vacates.

use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance.) Such criminal activity shall be cause to terminate the tenancy (A criminal conviction is not necessary to cause termination.) (QHWRA 1998-Quality Housing and Work Responsibility Act of 1998)

To assure that the Tenant, other persons under the Tenant's control, any member of the Tenant's household, or a guest, shall not engage in:

1. Any criminal activity on or off the Housing Authority's premises that the Authority determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Tenant's, employee, of the Authority or any other person law-fully on the Authority's premises. (Quality Housing and Responsibility Act of 1998)
2. Any violent or drug-related criminal activity on or off such premises, or any activity by a tenant or guest in which Management determines that a tenant or guest is illegally using a controlled substance. (Violent is defined as "any activity resulting in a felony conviction".) (Quality Housing and Responsibility Act of 1998)
3. Abuse of alcohol that Management determines that it has Reasonable cause to believe that such illegal use (or pattern of Illegal use) of a controlled substance, or abuse (or pattern of Abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Tenant's, Employees of the Authority, or persons legally on the premises. (Quality Housing and Responsibility Act of 1998)

VIOLATION OF THIS SECTION (P) SHALL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE. A CRIMINAL CONVICTION OR ARREST IS NOT NECESSARY FOR THIS LEASE TO BE TERMINATED AND FOR EVICTION ACTION TO BEGIN. CRIMINAL ACTIVITY OR DRUG RELATED CRIMINAL ACTIVITY IS CAUSE FOR EVICTION UNDER SECTION XV WITHOUT AN ARREST OR CONVICTION.

- R. To accept pest control service on a quarterly basis.
- S. Not to illegally discharge any type of firearm and not to possess any illegal and or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles. Illegal use or possession of firearms and /or other weapons shall be grounds for eviction.
- T. To leave the dwelling unit upon vacating the premises in a clean condition, normal wear and tear excepted, and to return the keys to the Manager. Any property left by the tenant in or about the premises after he/she vacates will be considered abandoned and may be disposed of as Charleston County Housing and Redevelopment Authority sees fit.
- U. Not to keep or use inflammable materials on the premises such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks).
- V. Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by the Authority.

D. Resident or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off public housing premises or otherwise.

E. Resident, any member of the resident's household, guests or other persons under the resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms, on or off public housing premises. QHWRA will govern in the case of conflicting information.

F. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of the above shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by preponderance of the evidence.

16. ACCOMMODATION OF PERSONS WITH DISABILITIES.

For all aspects of the lease and grievance procedures, a handicapped person shall be provided reasonable accommodation to the extent necessary to provide the handicapped person with an opportunity to use and occupy the dwelling unit equal to a non-handicapped person.

The management shall provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodations of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirement or other requirements of tenancy.

17. **MANDATORY COMMUNITY SERVICE REQUIREMENT:** As a condition of continue occupancy, excluding exempt residents, each adult (18 years and older) member of the household shall contribute eight (8) hours per month of community service or participate in an economic self-sufficiency program for eight (8) hours per month. (See: CCHRA's Community Service Policy).

18. **GRIEVANCE PROCEDURE:** All grievance or appeals arising under this lease shall be processed and resolved pursuant to Grievance Procedure of Management which is in effect at the time such grievance or appeal arises, which procedure is posted in the project office and incorporated herein by reference. Management will notify tenant if under the circumstances, he is not entitled to an Administrative hearing.

A. **Incorporation by Reference:** This lease incorporates all of the provisions, procedures, and rules as outlined in the County's Grievance procedures into this lease agreement. At the request of the Tenant, a full copy of the Grievance Procedures will be provided by the Landlord. An online version of the grievance procedures can be accessed under the CCHRA Policies tab at the following link: <http://cchra.net/public-notices/>.

B. Hearing Officer Selection: Hearing officer shall mean a person selected to hear grievances and render a decision with respect thereto. A hearing officer shall be selected as follows: (a) the hearing officer shall be an impartial, disinterested person approved by the Housing Authority Board of Commissioners. The officer cannot be a party related to the grievance; (b) The Housing Authority may consult with resident organizations before appointment of hearing officers and documents related to discovery in the grievance process will be made available to residents. Such individual or individuals do not need legal training.

19. **CHANGES TO LEASE:** This lease, together with any future adjustments of rent or dwelling unit, evidence the entire agreement between Management and the Resident. Any modification of this lease will be accomplished by a written amendment to the lease executed by both parties, except for the Section which refer to posting of policies, rules and regulations.

20. **RECEIPT FOR ATTACHMENTS**

By signing this lease, Resident hereby acknowledges that this document contains fourteen (14) pages and receipts for all attachments hereto which are listed below.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement this 11 day of April, 2019.

BY: Stephane Glade
CCHRA AUTHORIZED AGENT

BY: Lane Chan
RESIDENT (HEAD OF HOUSEHOLD)

BY: Mei
RESIDENT (OTHER ADULT MEMBER)

BY: Christina K. Lee
RESIDENT (OTHER ADULT MEMBER)

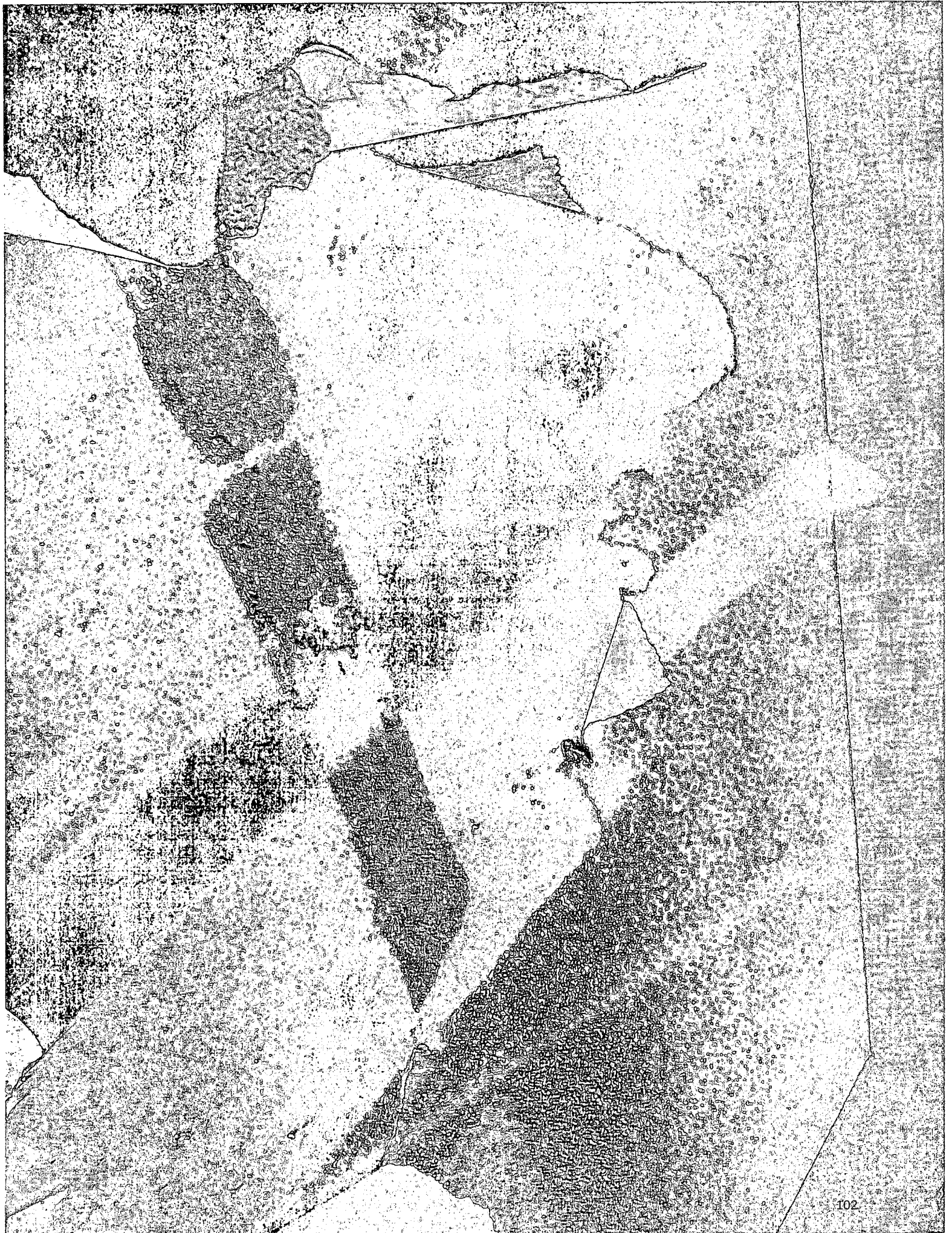
BY: _____
RESIDENT (OTHER ADULT MEMBER)

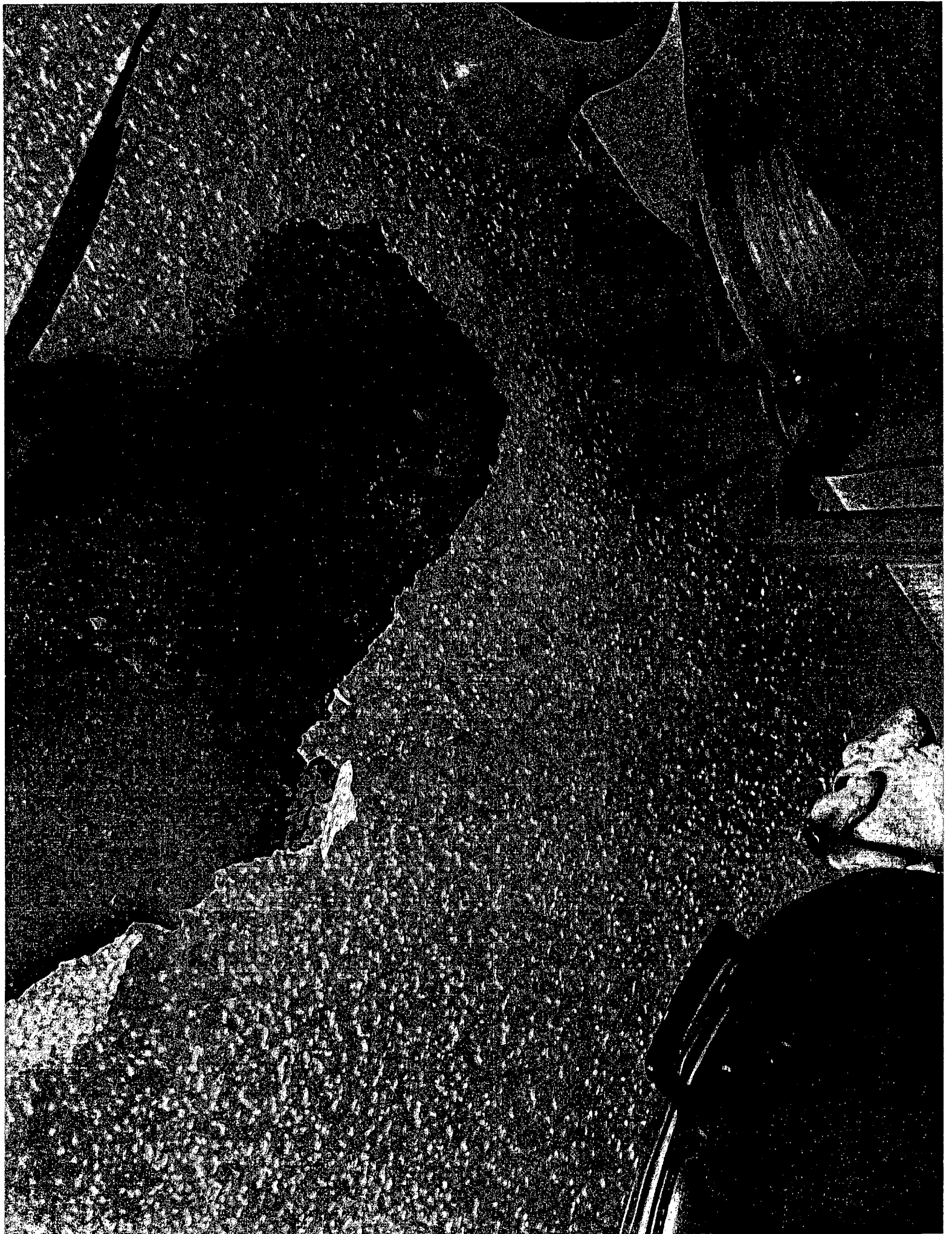
DEFENDANT'S
EXHIBIT

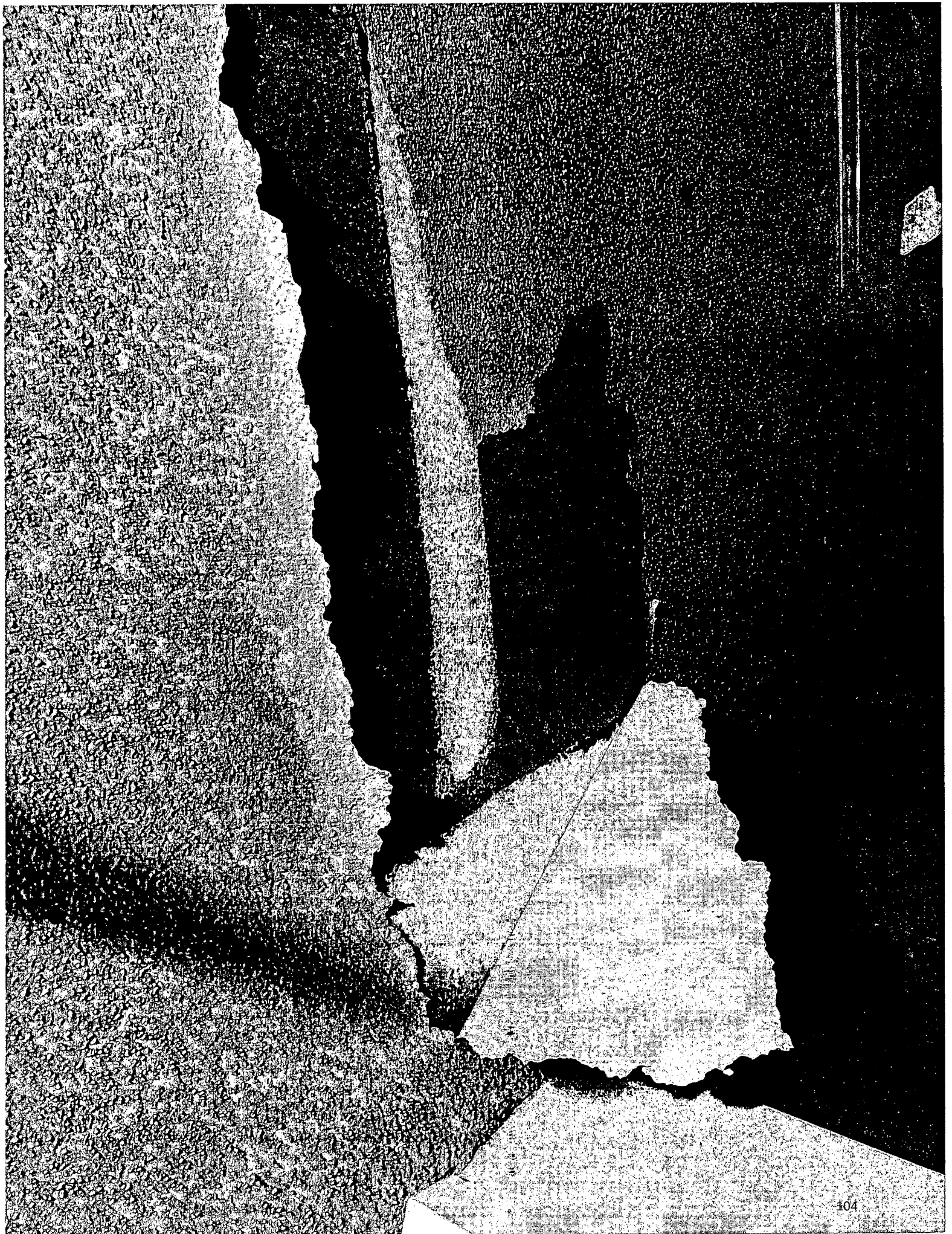
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➔ Travel

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Yahoo/Inbox



AFW ISALIAH <slimshady968.io
To: jahlovefirst@yahoo.com



Tue, Sep 6 at 10:02 AM

⬇ Download all attachments as a zip file



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Yahoo/Inbox



AFW ISALIAH <slimshady968.io@>
To: jahlovefirst@yahoo.com



Tue, Sep 6 at 9:20 AM

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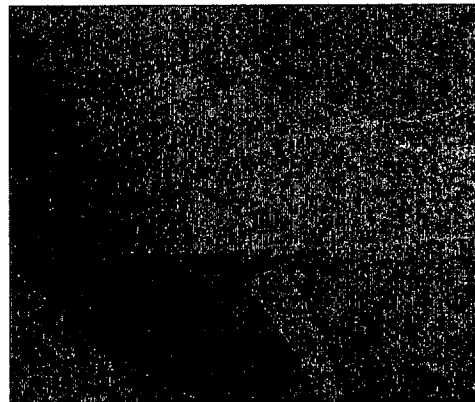


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+ New Folder

(No Subject)Yahoo/Inbox

AFW ISALIAH<slimshady968.io@>To: jahlovefirst@yahoo.comTue, Sep 6 at 9:20 AM

Download all attachments as a zip file

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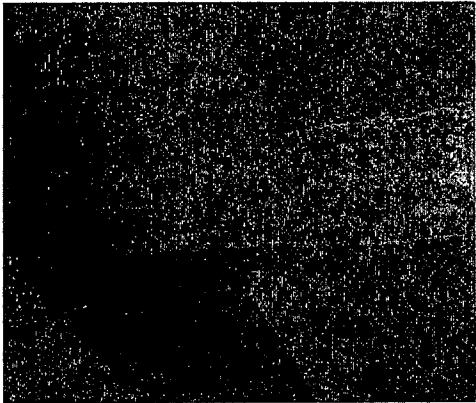
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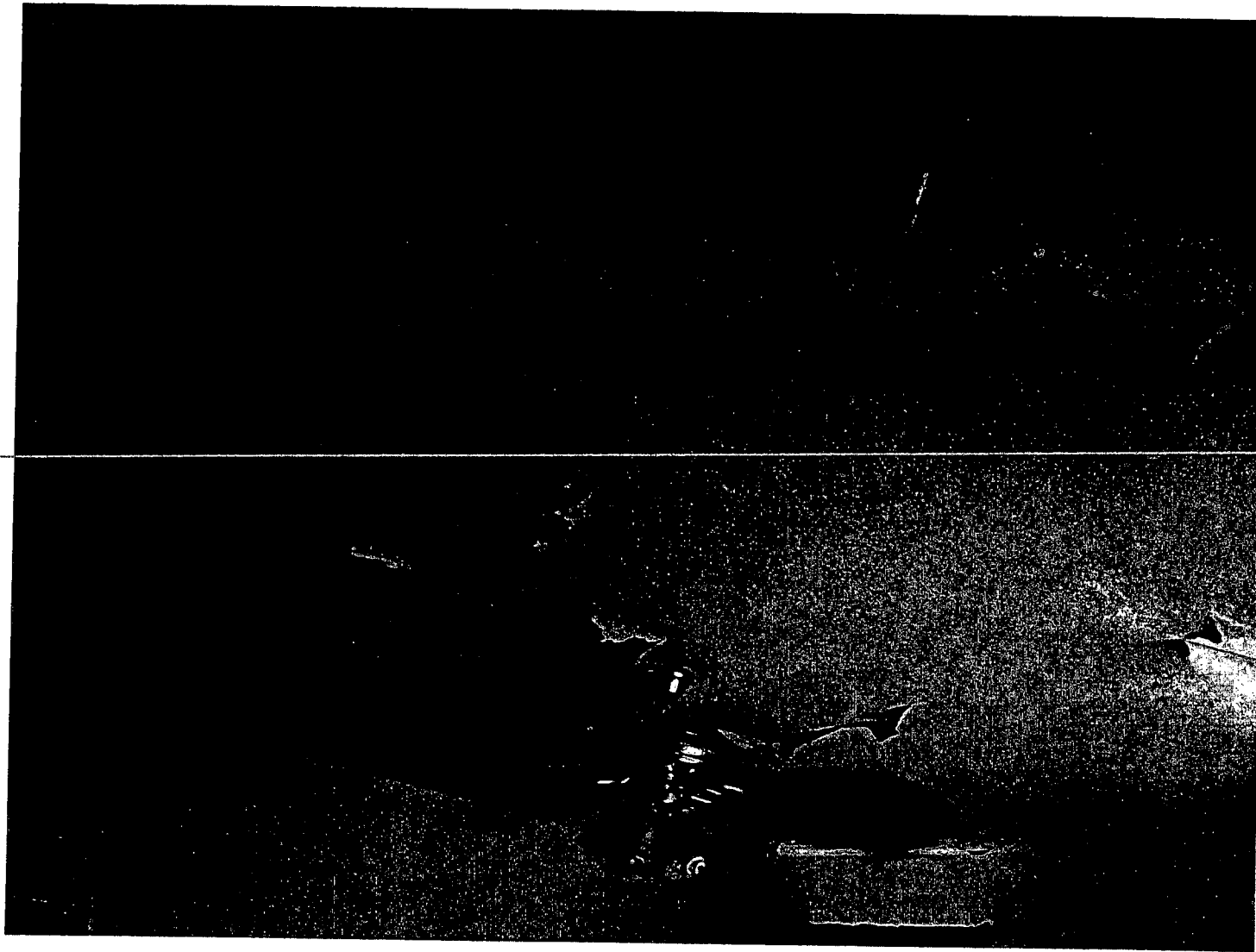
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This is what
you see when
you enter my the
residence through the
front door. Cont'd on p 2
P. 192
Room One of Three
Same room Cont'd on
Page 2

5/16/22, 11:39 AM



would you be
able to take a
via a zoom class
in this room
or be able to
concentrate?



Charleston County Housing and Redevelopment Authority
2106 Mt. Pleasant Street, Charleston, South Carolina 29403
(843) 722-1942 Fax (843) 577-8825 TDD (800) 735-2905



**Agency Award of
Excellence**

May 10, 2022

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455

NOTICE OF TERMINATION FOR NONPAYMENT OF RENT AND/OR OTHER CHARGES

Amount Due: \$6,616.00

This notice of termination has been brought about because our records show that your account is unpaid and is now delinquent. You have failed to make payments on or before the due date which is considered a serious violation of the material terms of your lease agreement.

You have failed to comply with the terms and provisions of your dwelling lease with the Charleston County Housing and Redevelopment Authority (CCHRA). As a result, we are terminating your lease effective **May 27, 2022**, for the following reason(s):

Paragraph 1. By signing this lease Tenant agrees to all terms and conditions of this lease.

Paragraph 2. Tenant agrees to pay a rent of 1091.00 per month. This amount is due on the 1st day

Paragraph 7.X: Resident agrees to pay when due all charges due under this lease.

Paragraph 12.A: Management shall not terminate or refuse to renew this lease other than for serious or Repeated violations of material terms of the lease such as:

1. Failure to make payments due under this lease or to fulfill obligations of resident set forth in this lease or for other good cause.

If you have already made your payment, we would appreciate this being brought to our attention. If payment has not been made, we encourage you to take care of this matter immediately to avoid losing your home. Please remember to add the appropriate late fee(s) when mailing payments or using the drop box.

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
May 10, 2022

Sandino Moses
2106 Mt. Pleasant Street
Charleston, SC 29403

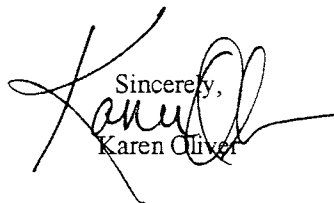
RE: CCHRA Correspondence Dated April 25, 2022

Dear Sandino Moses:

It has been 12 business days and 16 regular days from the promise of a hearing date and time. Contractually as written in the above referenced correspondence it was to be scheduled and my notification within business 10 days. It has not happened in the prescribed time. This continued negligent misrepresentation that CCHRA is meeting their agreed upon contractual duties must stop. It continues to negatively impact my family. While you were able to celebrate this past weekend with your mother whether earthly or memories with her in the heavenly realm, I was too concerned with trying to make sure I can still be a mother by providing a sense of security for my family. Therefore, due to this egregious breach I am requesting a meeting with you and your board members. I am requesting either to be placed on the upcoming board meeting's agenda or to meet sooner. Please honor my request with an immediate response to this letter.

My total health has been jeopardized (i.e., recovery from drunk driver accident). My education continues to be compromised. Previously, I used my children's bedrooms for my Zoom classes and test taking due to the condition of my residence. The bathroom which has no working exhaust fan if someone desired to use it and eliminate solid waste was my other choice. Notwithstanding Covid's effect on everyone and the other struggles taking place. I'm not sure if the breach is a form of retaliation for me reporting the conditions and requesting a hearing, but it has to be explored. It is forbidden especially by those entities that receive federal funding directly and indirectly. I have been reporting numerous concerns with my residence not meeting industry standards with very limited results. Now not meeting my request for a hearing is not only punitive and malicious but puts your acquisition of funds from U.S. Housing and Urban Development (HUD) and Charleston County Council at risk.

In closing, I have checked to make sure that the mail was not misdelivered to my neighbors, so I know that is not the case. No phone calls were made since my submission of my April 25th letter requesting a hearing if Mr. Scott was not in agreement with my requests that was in its context, just a text message about a visitor. Again, please honor my request to meet with you and the board members either at your upcoming board meeting or sooner. Let me thank you in advance for your time and consideration in this extremely important matter. I had to commune with the Most High GOD, HIS Son, The Holy Ghost Holy Spirit. Psalm 82:3-4 and Jeremiah 32:17. HE Is In Control!!!

Sincerely,

Karen Oliver

CC:

Franklin Scott
HUD
Charleston County Council
Media



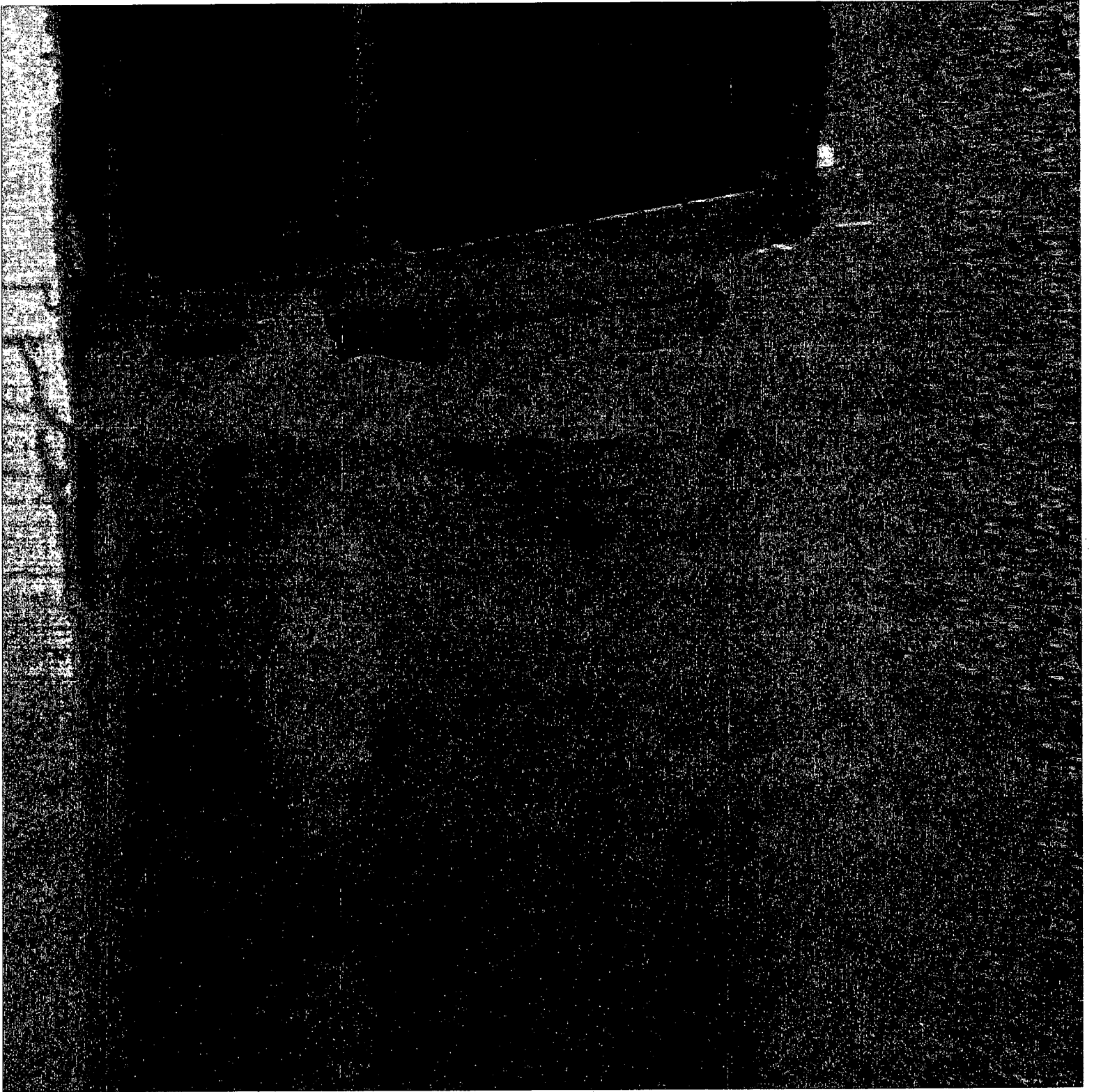
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 see when you
 enter my
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 front door. Cont'd on P. 2
 P. 19 2
 Room One of Three
 Same Room Cont'd on
 P. 2

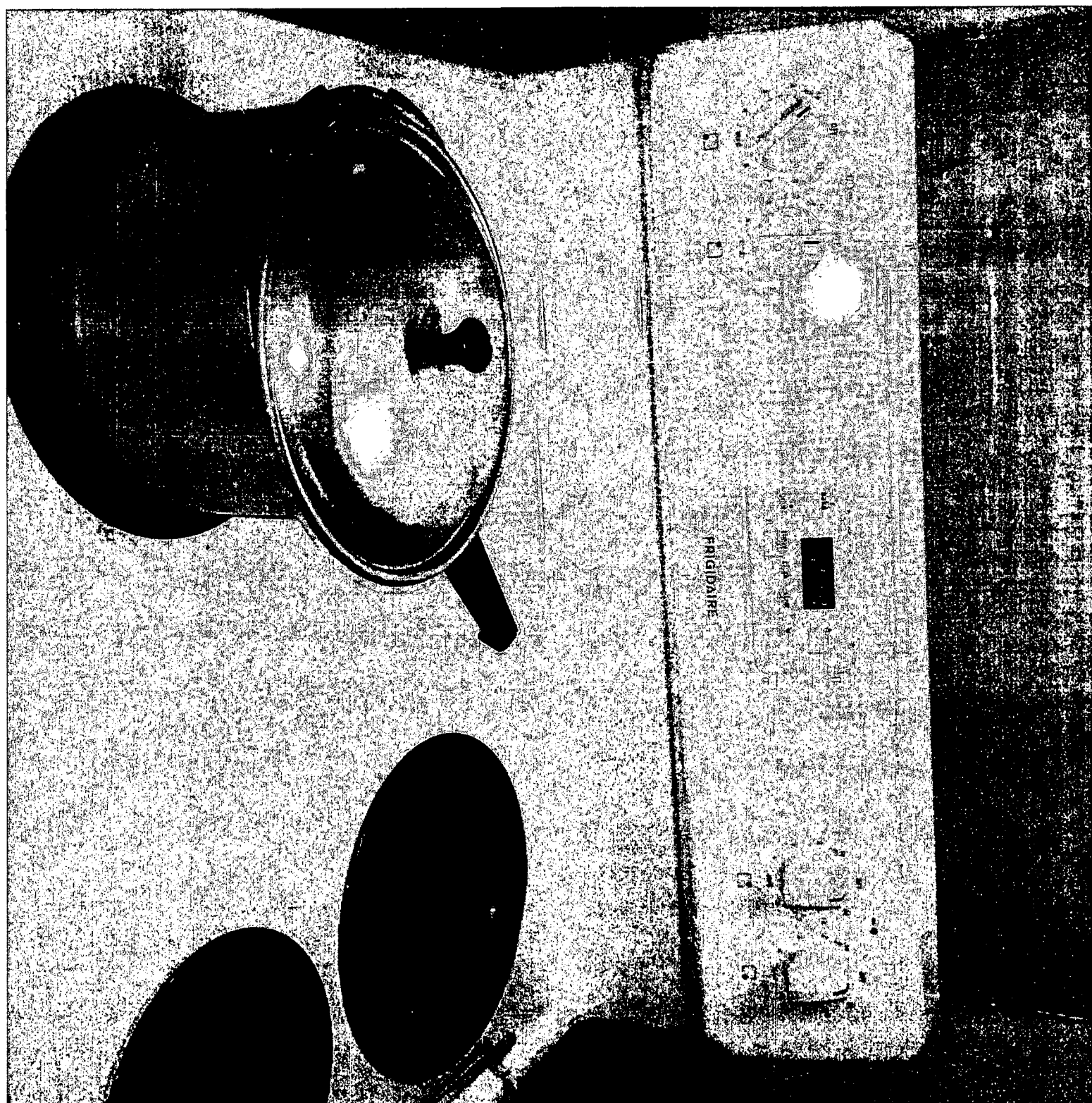


Would you be able
to take a class
via zoom in
this room or
be able to
concentrate?









1945 Ghana Street-Ceiling Repairs

From: Stephanie Gladden (sgladden@cchra.net)

To: jahlovefirst@yahoo.com

Cc: bsanders@cchra.net; debra.m.dusenbury@hud.gov; customtrim2016@gmail.com

Date: Friday, June 24, 2022, 02:14 PM EDT

Good afternoon,

Richardson Construction will be at your home on Tuesday, June 28, 2022, at 9:00 a.m. to start the repairs on the ceiling through your home. The work will take about 5-7 days to be completed. Someone needs to home to allow him access. He would like to start the living room area; would you please removed everything from the wall and as much furniture as possible. He will communicate with you as the work gets completed.

Contractor Name: DJ Richardson (843) 460-8121

Thank you,

Stephanie N. Grant-Gladden, PHM

Public Housing Manager

Charleston County Housing & Redevelopment Authority

2106 Mt. Pleasant Street

Charleston, SC 29403

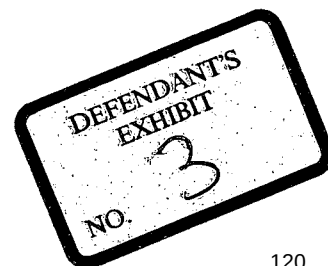
(843) 628-4176 (direct)

(843) 297-1770 (cell)

sgladden@cchra.net (email)

www.cchra.net (website)

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Re: CCHRA June 22, 2022 Board Meeting Information

From: jahlovefirst@yahoo.com (jahlovefirst@yahoo.com)

To: debra.m.dusenbury@hud.gov

Date: Tuesday, June 21, 2022, 06:35 PM EDT

Greetings Debra Dusenbury,

I appreciate you sharing the information. After reading the minutes, it just shows that there is an acknowledgement that there are visitors. There is no evidence that visitors are allowed to speak. Neither under the introduction of guests it appears that those are guests that are already known that will be in attendance. Therefore, it is as you said previously one must be on the agenda in order to speak. I learned that Sandino Moses has now helped to adopt measures that *now* would allow them not to speak with constituents individually. When he refused to speak with me that was not in play. Again, I am allowing them to show the discrimination towards me. Thanks again for your help.

Karen Oliver

On Tuesday, June 21, 2022, 05:37:28 PM EDT, Dusenbury, Debra M <debra.m.dusenbury@hud.gov> wrote:

Hi Ms. Oliver,

I went onto the CCHRA website a few minutes ago and found the following information regarding CCHRA's June 22, 2022 Board Meeting within the Public Notices Section: <https://cchra.net/public-notice/>

If you click on the hyperlink below for the "June 22nd Board Meeting Agenda", you will see each agenda item is numbered. I'm not certain, but you may be able to speak during items # 3 or #4 (I pasted the agenda items below for your quick reference). I hope this information helps you.

Current Meetings

June 22nd Board Meeting Agenda

Topic: CCHRA Board Meeting

Time: June 22nd, 2022, 12:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/88044084948?pwd=UHIkK3g5MXJOTitVYlJSMldvOUZaZz09>

Meeting ID: 880 4408 4948

Passcode: 173454

One tap mobile

+13017158592,,87071984976# US (Washington DC)

+13126266799,,87071984976# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

Agenda

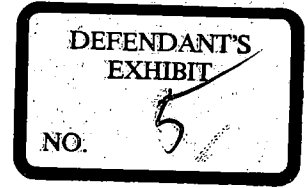
Re: Your assistance is needed

From: Cathryn the Grateful (cathryndavis9@gmail.com)

To: jahlovefirst@yahoo.com

Cc: fscott@cchra.net; sandinomoses@gmail.com

Date: Thursday, May 19, 2022, 11:21 AM EDT



Hi Karen,

I've been traveling, and needed to have an opportunity to connect to the CEO to learn more about this situation. I have been informed by Mr. Scott that your complaints regarding the state of your home are valid and they are actively working on rectifying the maintenance issues forthwith ~ and that you will be having a hearing and due process in the near future. As a Board member, I am not legally allowed to get involved with individual resident complaints, but I have spoken with Mr. Scott and will stay active with follow-up to ensure your situation has due process.

I'm cc'ing Mr. Scott and Mr. Moses on this reply as we work in concert with one another. Please accept my apologies at the delayed issues with the maintenance of your home ~ we are working hard to ensure delays on issues that must be addressed are done so in a timely manner.

Kindly,
Cathryn Davis

On May 14, 2022, at 7:42 PM, jahlovefirst@yahoo.com wrote:

Greetings Cathryn the Grateful,

First let me begin by conveying that I can relate to your purpose for gratitude. Nothing just happens. I researched how to contact you in reference to the retaliation that I am experiencing with CCHRA but found a kindred spirit in many of my interest. I almost forgot about the mistreatment that my family and I are receiving. May I have your permission to send you corroborating material for my request to be heard by you and other board members at your monthly meeting on the fourth Wednesday of this month? I am seeking to meet with board members after not having my request made to Franklin Scott and Stephanie Gladden on April 25, 2022, for a hearing. That request was placed to the direction of their deputy personnel. I was provided a letter from that staff member dated April 25, 2022, that a hearing date and time would be provided within ten (10) business days in accordance with policy. When it was not provided, I copied the letter that I addressed to Sandino Moses on May 10, 2022, alerting him to the matter, to Franklin Scott. Yet, on Friday, May 13, 2022, I received a termination of my lease letter from Stephanie Gladden dated May 10, 2022. When I called to ask Stephanie Gladden how could that happen without me getting the hearing I requested? How could you send this out on the same day that I provided Franklin Scott with the letter making him aware that my rights to a hearing was violated and retaliation should be explored? Consequently, on April 25, 2022, I provided Franklin Scott with numerous items that did not meet industry standards at my residence for numerous years. I explained how I have not been able to continue my classes via Zoom due to the condition of my residence. I explained how their own personnel/contractors have commented on the condition of the house. Stephanie Gladden tried to gas light me that the roof that has been leaking for over 5 years is still under warranty. I currently do not have an exhaust fan in the bathroom for over a year. There is no window either. When the contractor came at the end of January a fire almost started. I proffered this to

Stephanie Gladden due to my concern over a fire starting because of the smoke and the smell of the heater and fan combo went awry when the contractor was attempting to be replaced. It still has not been replaced and we continue to have to wait a substantial amount of time before using it after each other if solid waste is eliminated. We only have one bathroom. When I asked to have someone check to make sure the attic or insulation has not been sparked by the incident. Maintenance saw the condition of the roof and inside and didn't even look because it is all wet on the top due to the roof. I am living in the condition like the houses you sold to Charleston County. I believe maybe a roof from those 18 houses is in better condition than at my current residence. For years we have had a mold and mildew problem. I am being retaliated against. It is against HUD's policy along any entity that receives federal funding to retaliate against someone reporting malfeasance or fraud. CCHRA has negligently and fraudulently misrepresented the conditions of my residence that it has been up to industry standards for the last 5-7 years to HUD via our contractual agreements to which I am a beneficiary.

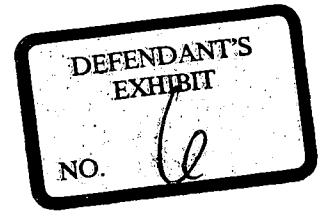
Is it possible to obtain assistance from you along with other board members to not make Sandino Moses to not look like a liar by the staff, by not allowing them to wrongfully terminate my lease or take me to court to make them look foolish? Let me present to the board what they refuse to let me do at a hearing. Taken from an interview with Quinton Washington on January 19, 2021, Sandino Moses stated, "We are not in the business to put people out. We are in the business to keep families within our housing authority. We want to be a close-knit family. Making sure we are doing what we can do to keep families off the streets not on the streets." He never spoke about any moratorium. He also said, "I am an open book. Tell me what's going to work. Safe environment, social services, residents asked for communication with staff and executive director." I did that and now I am being retaliated against. BUT GOD!!!

Let me thank you in advance for your time and consideration in this matter. Along with your work on "Growing a Greener World", the "Poor People's Campaign", Joyful Revolution, and giving back to creation. PS 82:3-4, Jeremiah 32:17.

On Purpose For GOD,

Karen Oliver
843-303-3410

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
April 22, 2022



Stephanie Gladden
2106 Mt. Pleasant Street
Charleston, SC 29403

Franklin Scott
2016 Mt. Pleasant Street
Charleston, SC 29403

RE: Lease Violations, Supplemental Agreements and Contractual Violations
Subject: Hearing Request Concerning Culpability if Disagreement Entails

Dear Stephanie Gladden and Franklin Scott:

Happy Earth Day every day! It has been clearly documented the widespread issues CCHRA has put upon its residents and residences. Over the past year and a half Charleston County Council and H.U.D.(HUD) has gotten involved to try to quell the issues of the residents mainly those at Joseph Floyd Manor after failed livability inspection. A place that houses the elderly and handicap or those with special needs. In December 2021, CCHRA recently sold 18 properties to Charleston County for 2.4 million dollars to offset the cost of approximately \$800,000 loan debt and to make conditions livable for their tenants. "What will happen with the proceeds is that we will effectively invest it in the housing stock that we currently maintain," said Franklin Scott, CEO of CAHR. [sic] "What it will do is effectively extend the useful life of the properties we continue to work with in support of affordable housing." As reported by Beltonen Logos Spel's Hugh Turner December 2, 2021. Also, reported and quoted by Live5News WCSC without the error in nomenclature. Issues that range from non-repairs, safety concerns, rodents and matters that leads to health-related issues. More recently, Franklin Scott after returning to CCHRA as Executive Director from North Charleston Housing Authority in October 2021, was also quoted in a statement by WCIV-Charleston on February 16, 2022, his staff and the board are dedicating the resources available to making sure improvements happen. He understands the frustrations of the tenants and families and is committed to working with them but says some changes doesn't happen overnight. In the December 12, 2021, edition of the Post and Courier, Franklin Scott is quoted that the houses had become difficult to manage "due to the age of the properties, maintenance issues, labor issues, supply chain issues and dispersion across the county."

With South Carolina being one of the leading states in eviction, I was recently threatened with a Writ of Ejectment for/from 1945 Ghana Street. It is for retroactive rent that came up in my annual review. However, the change was provided to your agency via a copy of the stub in the previously used green rent envelope with Ms. Gladden's name on it the first of August 2021. On that page I wrote some of the conditions of the residence that lacked attention for years. No rental changes took place. On September 3, 2021, I spoke with Ms. Gladden about the negative press and how I thought she and Ms. Justice were capable if given the authority and resources, would take better care of the properties. I expressed my displeasure in Elliott Summey's photo-op because he never followed up on the residents before leaving for the position at the airport. I spoke of the million-dollars loan debt and the lack of repairs at this

residence. I left a message on September 9, 2021, to check the check I had still received. I continued to receive the checks, but never used them while only collecting them because I knew something was amiss. I was not being heard and I attributed it to all the chaotic madness taking place at your agency. In March 2022 at the time of gaining info for the annual review, my son was training for a new position at MUSC and was still being worked in the department to which he was leaving due to staff shortage. I parlayed this to Ms. Gladden on March 15, 2022, so that the proper determination could be made by her. I informed her that the date had passed (3/10/22) and I got the paperwork with less than a week before the due date. It is common that items are back dated or delayed in the mail. We consistently have had to give our neighbors their misdelivered mail. Which is not in our control. I also wanted to provide her with a more accurate pay stub for him. One that would not show the overtime being made because he was soon to stop it as his training period was about to end and would no longer be helping out in his old position/department. I reported my other son's stub from his new job at the Cantina. I reported that am not working or in school. I was hit by a drunk driver on January 1, 2022. I am not enrolled in school for a second semester. Not due to my injuries, but due the condition of 1945 Ghana Street. I will address that momentarily.

I question how the determination was made for the retroactive rent. If I still received those checks, there's no way the proper determination was made. As I texted Ms. Gladden something is amiss. Yet, I know that the pay stub of July was received because a couple of the items listed on it Mr. Robert, the carpenter, had on his list when he came to inspect the woodwork outdoors and later performed the work on September 17, 2021. He had the kitchen window and the storm door lock (wood part). I had Mr. Robert and his crew to look outside the house to see where the animals were getting in the walls of the house. The screen that Mr. David (former maintenance personnel) had put up was doing its job, but the woodwork had rotted on both sides of the house and animals were getting in that way. They also swept the leaves from the leaking roof. The roof had not been swept of leaves for at least 7- 10 years since your former personnel Lisa, the Horticulturist, would come with inmates from the jail to do the sweeping of the leaves and trimming of the tree branches off the roof. The roof has needed to be replaced for at least five plus years. The leaves that were removed by his crew to my dismay was left all around the house. When I told Ms. Gladden in the last six months again after repeated times before about the roof, she claimed it was still under warranty. I knew she was "highly mistaken" because if it were still under warranty, she would not have allowed it to become in such a disrepair that the entire house has been affected with fallen ceiling material (popcorn décor) along with mold and mildew stains for years. It was seen and pointed out on the last three housing inspections. Mr. Green (maintenance) was sent out to patch a leak *after* the painters were dispatched. Which was illogical to have the painters come before the leak was repaired. If the roof was in fact under warranty why back then, when Karen Gorham was still there the leak was not taken care of by the roofing company? Why was it not done during Mr. Scott's first tour of duty with CCHRA? Because it was not true. The leaking was taking place well before Covid and known by those in charge. When annual housekeeping inspections took place those in attendance were not concerned about the problems experienced by the residents. The inspectors were not there for those items. The issue is so unsightly that I would not allow my family to bring guest in because of it. My sons and I (my daughter, too) have not gotten the true use of this residence for the past 5-7 years. I have people stay outside which is rude and I'm too ashamed of its condition. It is the first thing they see. Even your agency's personnel and/or contractors made comments because it is truly a disgrace. It is so bad that back on January 31, 2022, when DJ came to fix the exhaust fans in the kitchen and bathroom, he took pictures to show Ms. Gladden. He told me he could do the repair, but I told him the roof is the problem. On that day when DJ had issues with the exhaust fan in the bathroom (the heater began to spoke throughout the house I could smell it outside when I came from the doctor), I texted Ms. Gladden that it was imperative that we talk because both voicemails were full. I was afraid of a fire starting in the attic. When Mr. Green came the next day, he was not concerned about insulation being sparked or smoldering because he saw all the mold and mildew throughout the house due to the condition of the roof. I told him how Ms. Gladden "highly

mistakenly" claimed the roof was still under warranty. That is why I can no longer take my classes for Greenville Technical College. I take the classes via Zoom and my residence is so unsightly I am too ashamed for the instructor and class to see. I did last spring and summer when I could find a space that was not damaged. I took over my son's room and it caused tension in my family. Honor Lock is used for test taking and video of the student taking their test is used to deter cheating. I could not continue to make my son not have use his room for me and my classes. You see the ceilings and roof has gotten to a point where its depressing. I am not able to take my classes due to the conditions in the house. When I went outdoors the noise level is too much. The library was under renovation so I could not go there. Winter came after it re-opened and then the drunk driver accident. I am not able to sit at the library for hours. Not being able to be at my residence and use the Zoom program to continue my personal growth and development through education is depressing. I love to learn and was trying to set an example for my family and my friends' children to continue their education. If someone old as me can still learn and go to school the younger people have no excuse. The mental anguish has been unreal. In addition to the Covid issues and being in a home that is unhealthy has been mind boggling and depressive to say the least. My total health has been compromised along with my family's. As a parent it cuts to the core of me. I have more work to do for our community. Yet, I know WHO Is In Control!

The exhaust fan in the bathroom that has been now non-functional going on two years (soon) was not able to be repaired by DJ. Nothing more was ever down to correct this even after the failed attempt was reported on February 1, 2022. Industry standards dictate a window or exhaust fan be in bathrooms. Imagine the delays we have in the close to two years of it being non-functional. I did get a new smoke detector to calm my nerves for fear of a fire after the incident with the heater in the bathroom smoked and smelled up the house and outside on January 31, 2022.

The kitchen window was never repaired. Mr. Robert said the windows need to be replaced. They are too old. No representative from your agency addressed that either. So, payment was made for services not rendered. It goes unacknowledged by your agency causing further issues. Contrary to the words quoted by Mr. Scott to the various news outlets.

Three times the plumber had to come out to fix the toilet because he never got it right the first two times. On the third time they just replaced it. When the hot water outlet to the laundry room hose was rusted on the water was turned off, but not fully turned back on resulting in low water pressure through the house. It was depressing trying to have them come out again to correct it. I was questioned as if I was unaware of how it took place. I had to make them recall that they (the two plumbers) turned the water off at the street to perform the work. When the water heater went out, they had to come out three times to finally get that right. My son had to shower at the hospital due to not having any hot water after it was replaced. Then, it was leaking. They acted like I adjusted it when it was their own personnel. I was in therapy when I was questioned about the valve for the temperature being turned up. The trash and leftover material were left on the property with total disregard to the tenant. The stuffing that surrounds it could have probably been used at another location such as Joseph Floyd Manner for another purpose. It was wasted and put for the trash.

The linoleum in the kitchen was here before we came and clearly not new then. It is paper thin in many areas and has holes. Ms. Green, the last property manager made note of the condition, but no action was taken by Karen Gorham.

The thin layer of carpeting that Karen Gorham finally did authorize to have put in has worn to a frazzle. It can not be shampooed without it tearing apart even further. The carpet was the cheapest and thinnest in width with the padding appearing thicker than the carpet itself. I still have a sample of it from

back then. A church group volunteered to remove the old carpet that was molded from water damage, and Karen Gorham refused to allow it. We were made to wait for the change to happen.

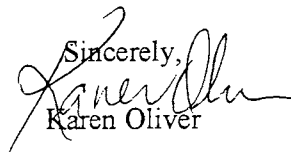
When the outside lighting was not operable, and I fell outside of the house Ms. Green had a contractor come and repaired it to make it work. I twisted my ankle but did not seek remedy as I feared retaliation. I needed a place for my young children to reside. It should be noted in my file because it required work from an outside source.

I suffered another injury when work was completed on the septic tank without my knowledge and the work was left incomplete. When I walked in the back yard away from the house, I fell to my hands breaking my fall and tweaked my body. No signage or warning was provided. When I questioned the contractor he called me a crazy b-word. Both Rick and Ms. Gladden came out and the person representing the company refused to have his person apologize for disrespecting me and blamed CCHRA for not alerting the tenant for the extended time on the property due to the soil being wet on the day they came to do the work. He even admitted to coming back on the property without alerting anyone to evaluate the soil. He did not respect me the tenant at all. CCHRA wanted me to continue to let this person without an apology being rendered. I was dehumanized by the experience. It should be well documented in my file.

I am a beneficiary to your agreement with HUD and that entity believes from your documentation over the years that 1945 Ghana Street has met the industry standards throughout the years. Contrary to their belief and your documentation that has not been the case. As one of your contractors over the years has put it, "They would not want to live like this." You have paid the contractors for work that still has not been completed. We have to still wait a substantial amount of time before entering the bathroom if solid waste has been eliminated due to no ventilation. Even when it has been noted that the work has not been done by the contractor. Its not the contractor's fault. It's the lack of follow up. I did get the exhaust fan over the stove completed. I have to use a bungee cord to hold the refrigerator close. That causes it to stay close and may not need it for a few days then, it is back to using the bungee cord. Why call when the documented concerns are not being met? In the past, for quite some time a previous maintenance person was kept on even though his work would have to be redone by other maintenance personnel. I started to question if he was a relative of Karen Gorham's because the dysfunction was at a chronic level.

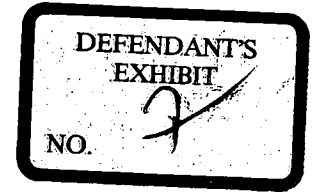
I could call the same county council members out here or go to their meeting with a video to show the mistreatment that I am receiving and have received throughout the years. I could show how my doctor says the stress is not helping my healing process. I have been depressed over not being able to continue to take my classes remotely. Certain classes are only offered during a certain term, and I am being set back in meeting my educational goals. The misrepresentations made annually to HUD has put my family's health at risk. Having mold and mildew which affects us even more during the rainy season with the roof still leaking. I currently have the roof leaking in my bedroom. Notification was made of this prior to the last person coming to inspect the house for whatever reason last year. I say for whatever reason because the location of the leakage was visually made, and nothing was ever done about it. CCHRA is culpable in the intentional falsifying that 1945 Ghana Street met industry standards for the last 7-10 years. CCHRA is negligent in the denying me of my right to seek an education due to the condition of the home that has been deemed as meeting industry standards. There is documentation that goes back to Karen Gorham requesting pressure washing of the house that never took place. Did the million dollars go to individuals' pockets? It surely did not go into the residences. As beneficiary to the agreement between HUD and CCHRA my rights have been and continue to be violated. The recent miscalculations have caused disruption in my familial life. My son thinks he is the cause for it when he is not and may leave when he is not quite ready to do so as planned. He saw the distress it caused his mother to have a threat for a Writ of Ejectment and believing it is his fault when it is not.

As an entity did you not try to get assistance from the aid set up by the government to help for relief during Covid that was being supplied to businesses to remain afloat? You sold 18 units for 2.47 million dollars to the county at a rate of \$137,222 per unit. The county was not injured in the process unlike the resident. The other unit on my street was included in that total. Since I continue to receive punitive and malicious treatment from the misrepresentations and mismanagement of 1945 Ghana Street. My mental and physical health has been compromised. My family's total health. I am requesting that it be sold to me at a reduce rate and my rent be used to make the payment or a completely different arrangement set up to make the payments toward ownership. I am requesting that the roof be repaired since the claim was "highly mistakenly" made that it was still under warranty, and nothing was done to remedy the matter causing my family to live in mold and mildew for the past few years. The loss of enjoyment in life caused by these acts by your representatives over the years clearly shows the punitiveness of the results of actions. Not being able to have anyone over to visit indoors years before Covid became a factor. The fact that Mr. Robert had the window and storm door lock on his list when he came to look at the outside of the house proves one of two things. The lack of proactive measures taken on the submitted pay stub that listed those items which has made me be falsely accused of being in violation of my leasing agreement. Also, or that when I was not able to get into the residence due to the front door lock being inoperable and had to call for emergency help and the man who came from (Goose Creek if I recall correctly) had to break open the storm door's lock splitting the wood that secures it because neither of our keys would work in the front door lock. He took the lock apart and we could not use the bolt lock only the bottom one that has since been removed. That was the only way to still use the front door. It was at least three to four years ago. Therefore, if the lock to the storm door has taken that long to be recognized without using the information from the paystub, then it fully highlights what I have been going through punitively all these years. Being able to secure a door to lock is paramount to a resident's safety. I know it was documented on both occasions. It was just not made a priority either time. I know most of your residents are minorities and we tend to get the most discrimination in housing situations. I do know that you have falsely misrepresented the claims made to HUD about the safety and quality of my living situation. To remedy the matter, I made the aforementioned request to be sold 1945 Ghana Street at a third of the amount charged to the county for a similar house on this same street. To be paid in 60 - 120 months at the rate that I was wrongfully being threatened with a Writ for Ejectment. Agreeing to this benefits your agency in the words of the CEO, *the houses had become difficult to manage "due to the age of the properties, maintenance issues, labor issues, supply chain issues and dispersion across the county."* 1945 Ghana Street meets this description. Yet, I shudder to think that at least one of those 18 homes roof is in better condition than this location. Not to mention the continued willful miscarriage and misrepresentation of the agreements over the years. A jury of my peers would more than likely award me the property without having to pay anything. Or at least the amount paid to you by the county for the similar one down the street. I will come to get access to my file after it is determined how my schedule for my therapy will be carried forth. I will bring those checks that I tried earnestly to get stopped with me. Having to address this matter has caused me a great deal of stress. It changes my breathing and causes my core area to be painful. I would ask to speak at your upcoming board meeting, but only if necessary because it would cause even more discomfort and pain. Please let me thank you in advance for your attention to this matter. I look forward to hearing from you both in a timely manner. If you are not in agreement with my suggestion, please consider this a request for a hearing and my request to address the board and be put on their agenda for their upcoming meeting. Thanks again for your time and fair assessment.

Sincerely,

 Karen Oliver

Enclosure

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
June 13, 2022



Stephanie Gladden
Bryant Sanders
Ginean Mazyck
2106 Mt. Pleasant Street
Charleston, SC 29403

Dear Stephanie Gladden, Bryant Sanders and Ginean Mazyck:

On May 26, 2022, the contractor and I waited on Ms. Gladden for over 40 minutes to review the ceilings that are filled with mold and mildew along with part of it coming down in multiple rooms. Yet, this is not new information as it has been reported numerous times. She refused to see the severity of the conditions that forced me to no longer be able to use Zoom in an effective manner for my education. Therefore, it is unconceivable to have the same conditions for my unbiased hearing. I have asked for an in person seated at a distance hearing from the outset due to those documented conditions. I have previously reported the conditions to Franklin Scott, Stephanie Gladden, Bryant Sanders (indirectly) and now the hearing personnel. Now I am again making this request to have an environment for the proposed hearing that I postponed due to it being biased, but this first request as it relates to the proposed hearing continues to be ignored which violates my rights. Your maintenance personnel have made you aware of the conditions along with contractors. On May 19, 2022, I asked Franklin Scott for the proposed hearing to be scheduled after I was able to be a participant in the upcoming board meeting which was scheduled then for May 25, 2022. Not only was I not put on the agenda as I requested twice, I was provided the erroneous information for accessing the meeting, but the access information has now been corrected. I am again making the request to be put on the agenda for the upcoming board meeting with the following materials provided beforehand.

Please submit the results of the investigation that was requested to Franklin Scott for an investigation into the retaliation and intimidation experienced by his staff. The results of the request for an investigation into the culpability of CCHRA in the fraudulent and negligent misrepresentation of the conditions of my residence to Housing and Urban Development (HUD) for the past ten years. The conditions compromised the welfare of then minors and the resident, their health, education, and enjoyment of living all beginning prior to the pandemic. The policy/procedure for filing a complaint against personnel at CCHRA including those in leadership. It has been more than thirty (30) days with multiple requests made (April 25, 2022, being the first), but to date no acknowledgement from Franklin Scott. The Residents Advisory Board information I requested was not provided by Franklin Scott. I had asked about being a liaison for the resident when that position was available years ago to Ms. Gladden. I had offered to help with developing programs for Joseph Floyd Manor back in September, but my offer was not accepted. All which border lines on discrimination, violations of my rights (along with the retaliation and intimidation) and puts your partnership in jeopardy with the federal government. It's illegal. Besides, it violates CCHRA's policies. Its unconscionable.

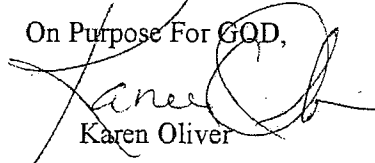
In addition, I am submitting the following requests to be met as soon as possible as it should be information that is readily available. Please provide access for review and copy of the agreement between your PHA and HUD. Also, the number of evictions for 2020, 2021 and 2022 (January – May). The

number of flat rental increases at Joseph Floyd Manor for 2021 and 2022 (January – May). The number of flat rental increases for the scatter housing sites for 2021 and 2022 (January – May).

I am reminded of the past when Karen Gorham poisoned Ms. Green against me when she first started. Before getting her master's degree and leaving Ms. Green came to me and told me that you are not the type of person, I was told you were. I was homeschooling my children back then well before it became popular or necessary (now in pandemic times). She made peace with me. Later, Karen Gorham as it was described she arrogantly thought she and her sister had a lock on CCHRA. When I was waiting to be served, I heard Karen Gorham asking for a bill collector to give her time to make payment as she explained that her sister had passed away. She was exasperated. When she came out and saw it was me standing there (the one she treated unfairly with disdain), but I showed her grace. The same grace she would not show me. Not so long after she ended up shaking my hand while acknowledging that I was not that so-called bad person she made me out to be because I asked for a decent place (meeting industry standards) for my family and me. She even acknowledged my writing skills. I can provide more like these, but I thought it best to show you those you're familiar with.

Now I say to you all would you want to live in the conditions that you have made the residents to live in these past 5 - 10 years? No, so why retaliate and try to intimidate residents who speak up? Your own housing inspectors wouldn't improve of all the mold and mildew throughout my residence. Even if I have to bring in the IG's office and others they would have to ask how this could be well before covid came into play? When there were no supply chain issues nor lack of maintenance workers. I can guarantee that GOD Is Not Pleased With Your Actions. This is a fixed fight and I've already won.

On Purpose For GOD,



Karen Oliver

CC:

IG Office
HUD

STATE OF SOUTH CAROLINA	)	IN THE SUMMARY COURT
	)	
COUNTY OF CHARLESTON	)	CASE #: 2022-CP-10-4182
	)	
KAREN OLIVER	)	TRANSMITTAL OF
	)	CIVIL APPEAL
Plaintiff	)	
VS.	)	
	)	
CHARLESTON COUNTY	)	
HOUSING AUTHORITY	)	
Defendant	)	

FILED
 2022 OCT 13 AM 11:08
 JULIE J. ARMSTRONG
 CLERK OF COURT
 BY DCA

As required by Sec. 18-3-40, SC Code of Laws, this information is transmitted to the Court of Common Pleas as the result of an appeal.

DATE OF TRANSMITTAL: October 13, 2022

TRANSMITTED TO: Charleston County Clerk of Court

TRANSMITTED BY: Charleston County Johns Island Magistrate

CASE CAPTION: Karen Oliver vs. Charleston County Housing Authority

CASE NUMBER: 2022-CV-1011000131

COURT COMMON PLEAS: 2022-CP-10-4182

Received and verified by Dana Rase on 10-13-2022

Contents of the entire file, including original return, correspondence.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP1004182

Karen Oliver
PLAINTIFF(S)

CCHRA
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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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 on appeal from Magistrate Court. The appellant discussed issues of admissibility of evidence which is in the sole discretion of the Magistrate Judge absent abuse of discretion. The Court finds that the Magistrate did not abuse their discretion and therefore, this matter is affirmed; appeal denied.

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 08/07/2023 .

Case Party Info Protected
CCHRA for CCHRA
Karen Oliver for Karen Oliver
CCHRA for CCHRA
Karen Oliver for Karen Oliver

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: Karen Oliver VS CCHRA

Case Number: 2022CP1004182

Type: Order/Electronic Form 4

IT IS SO ORDERED!

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

Electronically signed on 2023-08-07 09:49:15 page 3 of 3

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
September 21, 2023

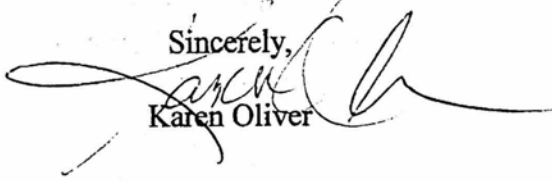
Parker Nelson & Associates, CTHD
Carlton Bowers and Theodore Parker III
320 Broad Street Suite 240
Charleston, SC 29401

Re: Notice of Intent to Appeal

Dear Carlton Bowers and Theodore Parker III:

I am submitting this Notice of Intent to Appeal to Carlton D. Bowers and Theodore Parker, III of the law firm Parker Nelson & Associates, CHTD 320 Broad Street Suite 240 Charleston, SC 29401. This Notice of Intent to Appeal to the S.C. Court of Appeals for 2022-CP-1004182 concerning the ruling on the Motion to Amend a Judgement for the Motion to Dismiss Appeal order dated September 7, 2023, in Charleston County Court of Common Pleas that was originally before the court on May 31, 2023. Please let me thank you for your time.

Sincerely,


Karen Oliver

FILED
2023 SEP 22 AM 11:16
JULIE J. AMOS, CLERK OF COURT

FILED



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

February 02, 2024

Karen Oliver
1945 Ghana Street
Johns Island SC 29455

Re: Karen Oliver v. CCHRA
Appellate Case No. 2023-001598

Dear Ms. Oliver:

Our records indicate that the transcript in the above matter should have been delivered. As of today's date, we have not received any information indicating that the court reporter has been granted an extension. Further, you have not notified us that you have failed to receive the transcript, nor have we received your initial brief.

If you have not yet received the transcript, Rule 207 of the South Carolina Appellate Court Rules requires you to contact the Office of Court Administration. The address for Court Administration is as follows:

South Carolina Office of Court Administration
1220 Senate Street, Suite 200
Columbia, SC 29201
transcripts@sccourts.org

Be sure to copy the Court and opposing counsel with all correspondence concerning the transcript.

Please advise the Court of the status of the transcript within ten (10) days of the date of this letter, or your appeal will be dismissed.

Very truly yours,

A handwritten signature in blue ink that reads "Catherine Hamissou, deputy". The signature is written in a cursive style with a large initial "C".

CLERK

cc: Carlton Daniel Bowers, Esquire
Theodore Parker, III, Esquire

RECEIVED

Feb 09 2024

SC Court of Appeals

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
February 9, 2024

S.C. Court of Appeals
P.O. Box 11629
Columbia, SC 29211

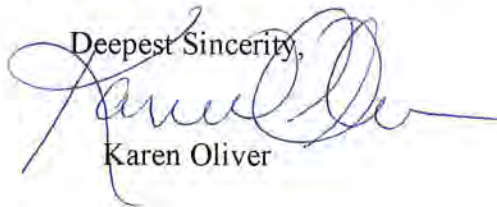
RE: Oliver v. CCHRA Appellate Case No. 2023-001598
Subject: Transcript

Dear Clerk of Court:

I was instructed to put into writing that I do have my transcript from the court reporter prior to the inquiry of February 2, 2024. I was provided with a limited mode of payment Venmo and Cash App which led me to requesting the same mode of payment as provided to all. I was sent a link to finalize the payment. Transcript was received January 31, 2024. I realized that they were busier due to less staff during the two months of holidays, that is why I sent my request via mail and through their staff for submission. I informed the reporter that I did not desire to be in violation of any rules. Please let me make sure that I am in sync with your date for the Initial Brief of March 1, 2024.

I have work to do for the LORD. Either an elderly² and/or disabled person, a parent or child(ren) prayed. I am here on purpose for GOD.

Deepest Sincerity,



Karen Oliver

CC:

Theodore Parker III, Esq.
Carlton Bowers, Esq.

From: [K O](#)
To: [Court Of Appeals Filings](#)
Subject: Transcript
Date: Friday, February 9, 2024 4:19:41 PM
Attachments: [Transcript.pdf](#)

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. *******

Greetings Clerk of Court,

I received an inquiry in regards to my ordering of a transcript. Please see the attached correspondence I was instructed to do when I called to let the clerk know that I am possession of it. I also sent a copy via mail to the Court. Thank you for your assistance in this matter.

Karen Oliver

From: [K O](#)
To: [Court Of Appeals Filings](#)
Subject: Transcript
Date: Friday, March 1, 2024 4:43:31 PM
Attachments: [05-31-23 Oliver v Charleston Co HRA Transcript.pdf](#)

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Please see the attached transcript. Please let me thank you.

Karen Oliver

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

MAR 06 2024

SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2023-001598

Karen Oliver

Appellant,

v.

Charleston County Housing and
Redevelopment Authority

Respondent,

Initial Brief

Karen Oliver, Pro Se
1945 Ghana Street
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Statement of Issues on Appeal

1. Did the Circuit Court Judge, Bentley Price, violate the Appellant's constitutional rights to an appeal (one appeal) that is guaranteed by the Fourteenth and Fifth Amendments that every person has a right to due process?
2. Did Judge Price violate the Appellant's constitutional rights by refusing to allow the Respondent or their attorney to present their motion to dismiss the appeal and turning it into an actual appeal hearing without notice, contrary to the summons to appear provided by the court?
3. At the magistrate level, Judge Laura Waring, admittedly claimed to not know the guidelines and the policies and procedures governing the hearing process that is guaranteed by the agreement between the Public Housing Authority (hereinafter, PHA) and the Housing and Urban Development (hereinafter, HUD) to ensure that the tenant's rights are not being violated along with the PHA's rights; The Appellant as a beneficiary has a constitutional right to due process regardless of the lack of knowledge at the magistrate court level to an equitable process. The judge would not allow the then Defendant to question any witness for testimony that had personal knowledge of the hearing process, the CEO instructions concerning the hearing, their role in not adhering to policy/procedures, and possibly perjury, etc. All of which helped with a constructive illegal eviction. SCRCF, Rule 13 *Magistrates* was violated by the Judge which again violated the Defendant's right to due process in not allowing the questioning of the Code of Federal Regulations being violated in relations to its mandated regulation in the hearing process that is in place to prevent constructive illegal eviction like the one the judge helped to facilitate.

4. The refusal by Judge Laura Waring to allow the then, Defendant now Appellant to call the representatives present at the illegal eviction proceeding from the PHA to the stand as witnesses to be questioned by the then Defendant now Appellant about the hearing procedures/policy, the CEO's instructions concerning good faith operating practices? Did the magistrate judge, Laura Waring, violate the magistrate level SCRCRCP Rule 13 and the then Defendant now Appellant's right to due process with prejudice by not ensuring that the "Essential Services" (which is illegal not to have) were in place at the illegal eviction hearing and at the Bond to Stay after she was provided pictures of violations with the septic tank for one, and wastewater, its cleanup that has not been remedied to date 1.5 year later by time this reaches the justices?
5. Did the magistrate judge further violate the Appellant's right to due process by not allowing witness testimony/questioning who personally was involved in the matter to be question about the "no eviction" policy during the pandemic, the remedies set aside for tenants to prevent evictions (repayment plan, emergency rental relief) that were being withheld by the then Plaintiff in retaliation for the tenant going to HUD for repair of some "Essential Services" that were and some still are in violation of the state statutes. While in violation of magistrates' Rule 13 the judge would not allow a video that substantiates the claim that a "no eviction" policy during the pandemic was invoked by the PHA's chairman of their board to which they were still operating under. The judge imposed an extra criterion for the video that was contrary to SCRCRCP, Rule 1001. Notwithstanding the video met the extra condition and the judge still refused to view for relevancy.

6. Is the Respondent in violation of state statutes and federal regulations by fraudulently misrepresenting and offering a lease at almost double the cost on a residence that then CEO, Property Manager and Director of Maintenance concurred was not up to industry standards and to date still isn't up to code (but was fraudulently stated in the illegal motion to have been addressed appropriately) that is in violation of state statutes and the Code of Federal Regulations? Along with inciting fear, desperation through retaliatory means by not providing the complainant access to the same means of relief (repayment plan or access donated funds for the prevention of evictions) that HUD and the Charleston County Emergency Rental Assistance Program provided to assist tenants to avoid evictions through lack of dealing in Good Faith. Did the judge violate public policy by not addressing the denial of access to remedies set aside to prevent eviction that was not in good faith dealing when it was brought before her after the denial of witnesses for the Defendant to question?
7. Did the Respondent's illegal motion that violates 24 CFR § 966.4 (m) and 24 CFR §966.6 (g) and provides a fraudulent misrepresentation of the 9/7/22 magistrate hearing that were no errors in law or fact also cites more contradictory untruths that are also a violation of the good faith dealing of §27-40-220?

Statement of the Case

1. Tenant/Appellant turned in son's change to income (August 2021), no adjustments made to rent; Tenant tried to alert them of that change.
2. Tenant/Appellant did not have proof of her change until after the New Year (1/22).
But the tenant/Appellant held on the checks to return; no envelope except for one was opened to see what it was.
3. CCHRA demanded all retroactive rent at once March 2022.
4. Tenant/Appellant tried unsuccessfully to get a time to meet with CCHRA agent Stephanie Gladden. The offices were closed for person-to-person meetings (continued to operate covid protocol), Then, asked for contact information of the person for HUD covering CCHRA via text messages.
5. Tenant/Appellant received a Notice of Lease Termination April 2022.
6. Tenant/Appellant requested a hearing.
7. The tenant/Appellant was not provided with hearing procedures as rules prescribed.
8. Tenant/Appellant did not receive hearing date within 10 business days as indicated it was policy by Bryant Sanders. Tenant complained; Stephanie Gladden did not meet resident as arranged to correct the matter (before leaving to go to training); Mr. Green a then, staff member was directed to tamper with the tenant's mailbox by Bryant Sanders after coming unannounced to the residence. Bryant Sanders (who is no longer there) started raising his voice after being told that you are telling your staff to commit a federal offense; they were already trespassing; Bryant Sanders was rude and abrasive again to the tenant/Appellant; Stephanie Gladden ended up apologizing for

not showing up as planned so the tenant/Appellant could secure a hearing date. But still no hearing procedures were provided as policy states.

9. Once a hearing officer (Ginean Mazyck who is no longer there) made contact the tenant/Appellant had to tell her that she must provide the hearing procedures; 6/15/22 the procedures were finally obtained, the tenant/Appellant requested on 6/14/22 specific documentation (i.e., policy/procedure with HUD that allows for units that are under industry standards to be rented as if they weren't and why it was not being indicated in the leases; policy/procedure for repayment plan on retroactive rent that HUD announced would take place, flat rate rent being increased on units in violation of the safety codes, etc.); The hearing officer scheduled two different meeting dates, but did not provide any of the other documentation that were requested or access to them. She relied on 5.0 of the hearing procedure that the PHA or tenant cannot use it if it is not provided. Yet, that is not for the termination of the lease. They must produce the documentation.
10. Tenant requested a phone conference with the then CEO Franklin Scott (no longer there) on May 19, 2022, due to the stress and toll it was taking of trying to get them to do their jobs properly; to report the intimidation and telling of staff to trespass and commit a federal offense all while trying to recover from the drunk driver hitting the tenant/Appellant; The tenant asked to be a part of the Board of Commissioner's meeting to gain a resolution and for an investigation of the staff being directed to trespass and commit a federal offense at the tenant's residence. The CEO informed the tenant/Appellant that she **would never** talk to the board chairman. He told Bryant Sanders and Stephanie Gladden that they must have the hearing... they were present

for the call; the CEO acknowledge that there were many units not up to industry standards but everyone had to be patient; tenant explained how mold/mildew was in the home affecting their health; it has been ongoing; having to stop taking classes on-line; how the rent was nearly doubled (over a thousand dollars) for a place with a leaking roof, ceiling falling down in all but one room (bathroom), animals coming in the walls, mold/mildew etc. and a more recent incident hazard (that still has not been addressed);

11. Chairman of Board sent email May 20, 2022, stating board members not allowed to get involved in operational affairs; Contradicting 7.0 of the hearing procedures; residents never made aware of this change in rules; Contradicts video message interview about open door policy of his.
12. HUD was contacted on May 31, 2021. Inquired who do residents go to if property manager, Supervisor over them and maintenance doesn't answer, CEO doesn't respond properly and B.O.C. members won't talk to tenants or address issues? HUD stepped in by request.
13. Bryant Sanders sent an email on June 3, 2022, informing/alerting about the delivery of supplies for the roof; the roof was leaking at that precise time throughout the house and in the room where I was sitting when I got the email.
14. The hearing officer provided one hearing date during the time when HUD initiated work began. She never produced any documentation; the tenant also made the requests to include Bryant Sanders and the property manager/agent Stephanie Gladden in an effort to have the hearing. Still no documentation; (dates of requests made June 3, June 14, June 21)

15. July 5, 2022, inside work began on the ceiling via HUD; still nothing from the hearing officer or the others.
16. August 2022 septic system began to act up, gurgling sounds; a Writ for Ejectment came; Tenant/Appellant contacted the magistrate for a hearing date.
17. August 11, 2022, CCHRA filed a Writ of Ejectment
18. September 5, 2022, septic system began to overflow in immediate back yard; Reported to Stephanie Gladden again at court office closed for holiday making sure she listened to message left while she prepared for court.
19. September 7, 2022, hearing at Magistrates court; magistrate refused to allow witnesses who have personal knowledge to be questioned and for rebuttal contrary to magistrate's rules nor the video (showing no ejectment) was allowed; magistrate ruled for eviction Stephanie Gladden refused to allow the tenant/Appellant for participation in CCHRA's repayment plan before the magistrate; She also reported the hearing officer made a final decision unbeknownst to the tenant. The magistrate told the tenant she could have appealed the hearing officer's decision. The Magistrate was mistaken because the 5-20-22 email from the B.O.C. contradicts that. The magistrate previously claimed to not know the hearing policy.
20. Defendant/tenant appealed the magistrate's decision to the circuit court 9/8/22. Tenant/Appellant asked the involved staff at CCHRA to repent along with a Cease and Desist. Most of the staff involved are now gone.
21. Bond to Stay hearing held 9/21/22; magistrate held that if she charged me the rent that has not been agreed upon, she (tenant) would just appeal. The attorney for the Plaintiff was present; After the hearing tenant/Appellant spoke with C. Bowers asking

- him to not let this snowball and that they (CCHRA) were not being honest with him;
he would not engage in further conversation.
22. Magistrate said their office was not set up to take payments and the payments must be made directly to landlord; Tenant had magistrate to do a supplemental order to adjust how it was written to reflect this deviation from the already signed documentation on 9/27/22.
23. Tenant/Appellant notified PHA about continued issue with wastewater overflow; apologized to neighbors for the nuisance.
24. Tenant/Appellant was advised to contact DHEC; DHEC gave CCHRA notice on 11-2-22 for the Unpermitted/Unapproved Domestic Wastewater and time limit to resolve it.
25. Sandino Moses, chairman of Board of Commissioners introduce measure to prevent board members from discussing any CCHRA business with tenants one on one.
26. Summons to Appear for Motion to Dismiss Appeal, but no copy of motion was ever received from their attorney.
27. Hearing for the motion to dismiss the appeal not held as stated on the summons to appear, but on 5/31/23; appeal dismissed
28. Order dated August 7, 2023; Appeal denied.
29. Amend a Judgement sent to circuit judge August 17, 2023,
30. Order dated September 7, 2023, for denial.
31. Notice of Intent to Appeal sent to opposing party's attorneys October 24, 2023.

Standard of Review

De Novo Review

Due process requires (1) adequate notice; (2) adequate opportunity for a hearing; (3) the right to introduce evidence; and (4) the right to confront and cross-examine witnesses. In re Vora, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).

Not allowing the cross-examination of witnesses doesn't provide meaningful opportunity to be heard. Clear Channel Outdoor v. City of Myrtle Beach, 372 S.C. 230, 235, 642 S.E.2d 565, 567 (2007).

Argument

1. Did the Circuit Court Judge, Bentley Price, violate the Appellant's constitutional rights to an appeal (one appeal) that is guaranteed by the Fourteenth and Fifth Amendments that every person has a right to due process?

Circuit Court Judge Bentley Price violated the Appellant's constitutional rights as prescribed in the Fourteenth and Fifth Amendments of the U.S. Constitution that everyone has a right to due process which includes one (1) appeal. The clause in Section One of the Fourteenth Amendment to the United States Constitution provides...*nor shall any State deprive any person of life, liberty, or property, without due process of law.* Judge Bentley Price through the commission of legal error denied the Appellant's right to have the appeal heard which resulted in prejudice to the defendant. The Fifth Amendment fourth section is commonly referred to as the "due process" clause. *No person shall be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use without just compensation.* Judge Bentley Price further violated public policy within the South Carolina Code of Laws Rule 72, *Judgments and Orders Subject To Appeal: Appeal may be taken, as provided by law, from any final judgment or appealable order.* Within authority 42 U.S.C. 1437d and 3535(d): 24 Code of Federal Regulations Subpart A §966.6 (g) (2017) *Prohibited lease provisions. Waiver of right to appeal judicial error in legal proceedings: Authorization to the landlord's lawyer to waive the right to appeal for judicial error in any suit or to waive the right to file a suit in equity to prevent the execution of a judgment.* HUD distinctly prohibits section/part (g) to even be placed in a lease current or new. It is a violation of a person's constitutional right. Therefore, it is reasonable expectation that tenants can rely

on it not being used to violate their constitutional rights at any proceedings involving the PHA to which an appeal can't be carried out in court. The Respondent's attorneys are in violation of filing an illegal/prohibited motion, and Judge Bentley Price committed a legal error by not allowing the motion to dismiss the appeal to be presented and defended against. The summons to appear did not state it would be for the actual appeal itself. It was for the motion to dismiss the appeal. The Appellant argues that Judge Price refusal to allow the Respondent or Respondent's attorney to present their matter before the court for the Appellant to defend but the judge turned it into an appeal hearing violated the Appellant's right to due process. The summons to appear did not say for an appeal to be heard, but a motion to dismiss the appeal. Judge Price abused his discretion and committed legal error by turning the hearing into an appeal without adequate notice, adequate opportunity for the hearing, the right to bring forth evidence.

1. U.S. Const. amend, V, § 4.
2. U.S. Const. amend, XIV, § 1.
3. 24 CFR § 966.6 (g) (2017)
4. *In re Vora*, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).

2. Did Judge Price violate the Appellant's constitutional rights by refusing to allow the Respondent or their attorney to present their motion to dismiss the appeal and turning it into an actual appeal hearing without notice, contrary to the summons to appear provided by the court?

Judge Bentley Price refused to allow the Respondent's attorney to orally present their case for the illegal motion to the court. What judge does that? When the Appellant asked the judge, "Shouldn't he go first since he brought the motion," the judge refused. *The Transcript* p. 1 lines 9-14 of the proceeding will show the only words that the Respondent's attorney, Carlton Bowers, spoke. He never spoke on the contents or merit of the motion and why the Appellant's constitutional rights should be violated while the Respondents were already in violation of the Code of Federal Regulations and state statutes that govern them. That is not how any of the cases prior to the Appellant's took place on the docket of May 31, 2023. Every other person bringing their matter before the court prior to the Respondent's appearance was provided time to present (Plaintiff) and the other party time to respond (Defendant) and defend. Judge Price claimed to have read the motion, but still had to inquire who was bringing it before the court. *Transcript* p. 1 lines 2-4. He didn't claim to have already read the matters of the other parties in their matter after a two-hour delay with the ninth solicitor's case. Since jurisdiction was already established the right to defend was upended by the judge's refusal to allow the motioning party to speak any further. If the judge was not going to hear the Motion to Dismiss the Appeal and just wanted to hear the Appellant's appeal, it should have been indicated in the Summons to Appear. Through prejudice against the Respondent's Motion to Dismiss the Appeal was heard without any of them speaking about it. Unconscionable

biased and contrary to public policy. The Appellant was not given the opportunity to address the wrongful claims made by the Respondent's attorney for the Motion to Dismiss via rebuttal. It can't be rebutted if it is not presented. *The purpose of a summons is to acquire jurisdiction of the defendant and give him notice of action and an opportunity to appear and defend.* WL5944276 (S.C. Ct. App 2023). Jurisdiction was already established, but if the Respondent isn't allowed to speak and present their matter to the judge so the opposing party can defend it is an abuse of discretion and committed legal error by the judge. The judge should not have turned it into an appeal as the summons was not for an appeal. The summons must indicate appeal if it was only for an appeal and not a motion to dismiss the appeal. *Transcript p.1 lines 12-14* The Respondent's attorney informed the court, *"It was a motion and denial of her appeal, so it was all in one. I thought we were here today to argue against her appeal."* Somehow Judge Price was on a different page or case and refused to allow the Respondent or their attorney to speak any further. *Transcript p.1 lines 15-17.* Judge Price: *"That's correct. So it's your appeal, ma'am. Be happy to hear from you."* That should have been said to the Respondent not the Appellant. The Appellant never got a copy of the motion served contrary to the Certificate of Service. Customarily, motion court allows 8 minutes for the merits of the motion and 8 pieces of exhibits/evidence for the person presenting the motion. It took over two months to get the signed Order August 7, 2023, which supported this illegal motion, and illegal eviction by denying the Appellant's constitutional right to an appeal and falsely claimed it was only about the admissibility of evidence. However, with it being an illegal motion that violated public policy and the Respondent's attorney not having to speak a word before the court shows the prejudice and lack of commitment

to the integrity of the judicial process on behalf of Judge Bentley Price, an extreme legal error. *Transcript p. 9* lines 11-22. Judge Price indicates that he is only to hear matters of law. Again, if he was there only to hear matters of law for a motion to dismiss the appeal, shouldn't he have allowed the Petitioner, the Respondent's attorney, to speak? Notice of this change should have been provided and the court also notified. Concluding with no other words spoken by the motion's submitter except p.1 lines 9-14.

1. WL 5944276 (S.C. Ct. App 2023).
2. *Transcript* p. 1 lines 2-4, 9-14, and 15-17
3. *Transcript* p. 9 lines 11-22.

3. At the magistrate level, Judge Laura Waring, admittedly claimed to not know the guidelines and the policies and procedures governing the hearing process that is guaranteed by the agreement between the Public Housing Authority (hereinafter, PHA) and the Housing and Urban Development (hereinafter, HUD) to ensure that the tenant's rights are not being violated along with the PHA's rights; The Appellant as a beneficiary has a constitutional right to due process regardless of the lack of knowledge at the magistrate court level to an equitable process. The judge would not allow the then Defendant to question any witness for testimony that had personal knowledge of the hearing process, the CEO instruction concerning the hearing, their role in not adhering to policy/procedures, and possible perjury, etc. All of which helped with a constructive illegal eviction. SCRCF, Rule 13 *Magistrates* was violated by the Judge which again violated the Defendant's right to due process in not allowing the questioning of the Code of Federal Regulations being violated in relations to its mandated regulation in the hearing process that is in place to prevent constructive illegal eviction like the one the judge helped to facilitate.

The magistrate judge claimed not to know the guidelines and refused to allow any witness testimony with personal knowledge from the PHA's agents that were present in court who were intentionally incorrectly implementing the policy/procedure while agent, Stephanie Gladden providing fraudulent information to the court that correct procedure was followed in the hearing process . They would have had to commit perjury to not have it kicked out of court. On May 19, 2022, CEO, Franklin Scott informed Bryant Sanders,

then head of maintenance and Stephanie Gladden, property manager, that they must have the hearing to meet the guidelines. The governing procedures: 24 CFR §966.51 (2001)

Applicability 2 (i) The term due process determination means a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in § 966.53(c)) before eviction from the dwelling unit. If HUD has issued a due process determination, a PHA may exclude from the PHA administrative grievance procedure under this subpart any grievance concerning a termination of tenancy or eviction that involves:

24 CFR § 966.52 (d) (e) (2016) *Requirements (d) The PHA shall furnish a copy of the grievance procedure to each tenant and to resident organizations. (e) The PHA must not only meet the minimal procedural due process requirements contained in this subpart but also satisfy any additional requirements required by local, state, or federal law.*

24 CFR §966.53 (a) (b) (c) (e) (2016) *(a) Grievance shall mean any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.*

(b) Complainant shall mean any tenant whose grievance is presented to the PHA or at the project management office.

(c) Elements of due process shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

(1) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the tenant to be represented by counsel;

(3) Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

(4) A decision on the merits.

*(e) **Hearing officer** means an impartial person or persons selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual or individuals do not need legal training. PHAs must describe their policies for selection of a hearing officer in their lease forms as required by § 966.4, changes to which are subject to a 30-day comment period as described in § 966.3.*

§ 966.54 Informal settlement of grievance.

Any grievance shall be personally presented, either orally or in writing, to the PHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the tenant and one retained in the PHA's tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

§ 966.56 Procedures governing the hearing.

(a) The hearing must be scheduled promptly for a time and place reasonably convenient to both the complainant and the PHA and held before a hearing officer. A written notification specifying the time, place, and the procedures governing the hearing must be delivered to the complainant and the appropriate official.

(b) The complainant shall be afforded a fair hearing, which shall include:

(1) The opportunity to examine before the grievance hearing any PHA documents, including records and regulations, that are directly relevant to the hearing. (For a grievance hearing concerning a termination of tenancy or eviction, see also § 966.4(m).) The tenant shall be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

(2) The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf;

(3) The right to a private hearing unless the complainant requests a public hearing;

(4) The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies; and

(5) A decision based solely and exclusively upon the facts presented at the hearing.

****§ 966.4(m) Eviction: Right to examine PHA documents before hearing or trial. The PHA shall provide the tenant a reasonable opportunity to examine, at the tenant's request, before a PHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the PHA, and which are directly relevant to the termination of tenancy or eviction. The tenant shall be allowed to copy any such document at the tenant's expense. A notice of lease termination pursuant to § 966.4(l) (3) shall inform the tenant of the tenant's right to examine PHA documents concerning the termination of tenancy or eviction. If the PHA does not make documents available for examination upon request by the tenant (in accordance with this § 966.4(m)), the PHA may not proceed with the eviction.** The Respondent committed an illegal eviction aided by the magistrate and circuit level judges. The hearing officer never made available any of the documentation that the Appellant/tenant requested other than PHA guidelines for hearings which should have been provided when the hearing was requested. An email to this effect was sent by the then hearing officer. Additional emails trying to obtain documentation were also sent to the hearing officer, Bryant Sanders and Stephanie Gladden and none of them responded, but went forth with an illegal, constructive eviction of the magistrate.

1. 24 CFR § 966.51 (2001)
2. 24 CFR § 966.52 (2016)
3. 24 CFR § 966.53 (2016)
4. 24 CFR § 966.54 (2016)
5. 24 CFR § 966.56 (2016)
6. 24 CFR § 966.4(m) (2023)

4. The refusal by Judge Laura Waring to allow the then, Defendant now Appellant to call the representatives present at the illegal eviction proceeding from the PHA to the stand as witnesses to be questioned by the then Defendant now Appellant about the hearing procedures/policy, the CEO's instructions concerning the hearing, the no eviction during the pandemic policy, good faith operating practices, intimidation tactics used, instructing a staff member to commit a federal crime, the legality of the eviction, and the providing of essential services that to date is still not being met. Did the magistrate judge, Laura Waring, violate the magistrate level rules for S.C. Courts and the then Defendant now Appellant's right to due process without prejudice and abuse of discretion to allow an illegal eviction coupled with not ensuring that the "Essential Services" were in place at the eviction hearing and at the Bond to Stay?

The magistrate judge failed to apply the laws of the state of South Carolina that Judge Laura Waring swore to uphold. The magistrate refused to allow the then Defendant now Appellant to question any of the representatives present for the illegal eviction hearing as witnesses. Bryant Sanders, then head of the maintenance department, was present. Bryant Sanders nor any other representatives present for the PHA was not allowed to be questioned as a witness by the magistrate judge. Contrary to Magistrate Court's SCRCF, *Rule 13 In the trial of a civil action, in which one or both parties are unrepresented by legal counsel, the court shall question the parties and witnesses in order to assure that all claims and defenses are fully presented.* Judge Laura Waring violated this rule by not allowing the witness to be called for questions by the then Defendant, now Appellant.

Bryant Sanders personally knew the information on the video. He was culpable in many

ways. By not allowing the then Defendant to call the witnesses who were present to be questioned, the magistrate judge not only violated the rules of civil procedure, but the then Defendant's constitutional right to due process. S.C Courts provided in great detail that both the Defendant and the Plaintiff can be called to be questioned as witness. Per: Microsoft Word - Frequently Asked Questions Magistrate (sccourts.org). It was a collusive effort to render the Appellant homeless. Judge Laura Waring was provided the submission of the pictures of the septic wastewater overflow surfacing in the immediate backyard of the then Defendant, now Appellant. She did not find the cesspool that was allowed to expand for two months to be an "Essential Service" that to date has not been fully resolved. DHEC had to be called to facilitate a drain line being put in to resolve the unsanitary conditions. To date cleanup and soil testing has not taken place at the residence. Over a year and a half (over 1.5 years) has passed since it was first reported 9/5/22. We are now approaching March 2024. DHEC gave the Respondents a time limit to correct the problem. *DHEC notice to PHA*. It was two months before the drain line was put in November 2022. The situation made the Appellant have to go to her neighbors to explain the awful smell from the wastewater that happened even when showering it covered the immediate backyard. It was a *nuisance* for the tenants and the Appellant tried to quell it from becoming one for the neighbors whom the Appellant loves. The Appellant even had to contact the elected representatives for assistance. Even though the board voted to not have individual communication with the tenants (since the Appellant asked the chairman of the Board to keep his word that there will be no evictions during the pandemic), the Appellant left a message on a Commissioner's home line about the severity of the situation that was into a second month. The Respondent continues to

gaslight the Appellant when the property manager was incompetent in her actions to provide resolution after then CEO, Franklin Scott claimed to have investigated the matter. If the magistrate judge would have not violated the Appellant's right to question the witness in court as prescribed by the rules of court the Appellant would not have had to experience intentional infliction of emotional distress that has hindered the Appellant's recovery from injuries suffered from a drunk driver on January 1, 2022. Again, the collusive effort at the magistrate level to deny a fair and unbiased proceeding as prescribed by the Rules of Civil Proceedings was clearly on display. The Respondents became even more brazen and continued to violate S.C. Code Ann. §§ 27-40-720, 27-40-630, and 27-40-440.

1. Rule 13, SCRPC *Magistrates*
2. <http://www.sccourts.org/selfhelp/faqmagistrate.pdf>
3. S.C. Code Ann. § 27-40-720.
4. § 27-40-630.
5. § 27-40-440.

5. ***Did the magistrate judge further violate the Appellant's right to due by not allowing witness testimony/questioning who personally was involved in the matter under magistrates' Rule 13 along with not allowing a video even after it met the extra conditions imposed by the judge that were contrary to Rule 1001 that governs videos?***

The magistrate refused to follow Magistrates Rule 13 and refused to allow the then Defendant now Appellant to question the staff present from CCHRA. The judge also refused to allow a video to be entered into evidence. Judge Laura Waring imposed a condition that the video have a transcript. When it was confirmed that it did, the judge refused to view the video. The judge allowed the then Plaintiff and Bryant Sanders to view the video to determine whether it was relevant to the case while the judge and her staff exited the courtroom. The judge concurred with the Plaintiff **without** viewing the video. The Respondents were still operating under pandemic rules and regulation at time of filing and their first appearance at the Magistrates Court office 9/7/22. Contrary to the Respondent's attorney submission in the Motion to Dismiss the Appeal filed in circuit court citing The video and ABHAN or ABIK (Assault and with Intent to Kill) were ruled not logically relevant in *State v Hamilton*, 344 S.C. 344, 357,543 S.E.2d 586, (Ct. App 2001). In this case the ruling judge viewed the video before making the decision and did not just rely on the anticipated objections from the State. Judge Laura Waring abused her discretion by not being present to view the video to allow her to make an informed and unbiased decision. Throughout the judge's actions you can infer the bias and prejudice of her blocking witnesses from being questioned, not viewing the video for relevancy, connectedness, and evidentiary quality. *A court's ruling on the admissibility of evidence*

will not be reversed by the court absent an abuse of discretion or the commission of legal error which results in prejudice to the defendant. State v. Mansfield, 343 S.C. 66, 538 S.E.2d 25 (2000). *State v. Blassingame*, 338 S.C. 240, 525 S.E.2d 535 (CT. App. 1999). Exactly what the then Defendant was subjected to when the magistrate judge required a transcript of the video. Yet, when the Appellant informed the magistrate judge there was an onscreen transcript the magistrate judge then refused to view the video. Otherwise, it is fraud on behalf of the PHA with all of the elements met. Blatantly, the judge was showing prejudice to the then Defendant. The judge allowed the Acceptance to the verbal contract into evidence, but not the video that showed the oral offer making the contract. Both the Acceptance and the recording were logically connected through a causal relationship. To accept one without the other made no logical sense because they were hand in hand. The video had it been viewed properly the magistrate judge would have seen how logically the causal relational connectedness with the current issue it is. The policy/procedure change was highly relevant in the conducting of the Respondent's operation of business. § 27-40-520 *Rules and Regulation*. The new policy/procedure was no evictions during the pandemic. Also, there was no confusion expressed by the CCHRA staff after viewing the video. They did not go against its content, just the fact they did not know he made it. If the judge had

not violated Rule 13, a need for an alternate means to accomplish delivery of this especially important point would not have been necessary via video. In doing so Judge Laura Waring violated the Appellant's right to due process. The then, Defendant now Appellant is to have a meaningful part in the proceeding as part of due process. If the judge is intentionally blocking it by abandoning the rules the Appellant's constitutional rights to due process were violated.

1. SCRCF, Rule 13 *Magistrates' Rules*
2. *State v Hamilton*, 344 S.C. 344, 357, 543 S.E.2d 586, (Ct. App 2001).
3. *State v. Mansfield*, 343 S.C. 66, 538 S.E.2d 25 (2000).
4. *State v. Blassingame*, 338 S.C. 240, 525 S.E.2d 535 (CT. App. 1999).
5. § 27-40-520 *Rules and Regulation*

6. Is the Respondent in violation of state statutes and federal regulations by fraudulently misrepresenting and offering a lease at almost double the cost on a residence that then CEO, Property Manager and Director of Maintenance concurred was not up to industry standards and to date still isn't up to code (but was fraudulently stated in the illegal motion to have been addressed appropriately) that is in violation of state statutes and Code of Federal Regulations? Refusing to provide documentation in relation to the PHA and HUD for the hearing. Along with inciting fear, desperation through retaliatory means by not providing a complainant access to the same means of relief (repayment plan or access donated funds for the prevention of evictions) that HUD and the Charleston County Rental Assistance Program provided to assist tenants to avoid evictions through lack of dealing in Good Faith.

On 3-23-22 at the Board of Commissioner's meeting the CEO, Franklin Scott, informed those in attendance of the following, "Right now, we are challenged with a number of property issues, to include single family houses and Brighton Place." The Appellant's residence was included in this assessment. This was during the time that the Appellant was given a now nearly double rent for a unit that was in violation the S.C. Code of Laws and the Code of Federal Regulations well before the pandemic and now in even worse condition, it was unconscionable. Also, a violation of § 27-40-230 *Unconscionability*. When the Appellant spoke up in limited capacity due to her injuries the property manager would not respond professionally until the tenant/Appellant texted a request to have a phone conference with the then CEO on May 19, 2022. During an over the phone

conversation where the then CEO, Franklin Scott, told them they must have the hearing. He did not deny that many of the places were under industry standards. It wasn't until the HUD representative intervened that I was notified about a shipment of material being delivered for the roof that any traction was made. *Email From Bryant Sanders Exhibit* They were in violation of their obligations as follows and continue to be: 24 CFR § 966.4 (e) (2023) *Id.* 24 CFR § 966.4(m).

According to the CEO at the 3-22-22 Board of Commissioner's meeting, "Over \$45,000.00 was donated by Charleston County Emergency Rental Assistance Program." Yet, it is not being used as intended. This is prior to the filing of the illegal eviction. As a result of the contents of the video (the magistrate denied entry to for evidence) 21 residents were on a payment plan as of 8-24-22 Board of Commissioner's Meeting. This after the filing of the illegal eviction on the Appellant. The payment plan was used to avoid eviction for the 21 residents. In conjunction with the no eviction during the pandemic rule/regulation. This is after the filing of the illegal eviction. Stephanie Gladden refused to provide the information about the repayment program promoted by HUD that some tenants were on and the Charleston County Emergency Rental Assistance Program funds that were donated and were being offered by the PHA for the tenants. A violation of §§ 27-40-520 *Rules and Regulation*, 27-40-220 *Obligation of Good Faith*, and 27-40-910 *Retaliatory Conduct Prohibited*; *Miscellaneous* (a) does protect the tenant from retaliation by the landlord if the tenant complains of a violation materially affecting health and safety to a government agency or complains to the landlord of a violation of the SCRLTA. All this as the Appellant is still trying to fully recover from the drunk driver hit on January 1, 2022. Stephanie Gladden retaliated against the Appellant for

going to HUD to have some of the “Essential Services” taken care of such as the roof that was leaking throughout the residence, removal of the molded sheetrock, repair to the ceilings falling down in every room except the bathroom, animals coming in the walls etc. It was in such disarray the Appellant had to stop taking her on-line classes. BUT GOD!!!

1. 24 CFR § 966.4 (e) (2023).
2. § 27-40-910 *Retaliatory Conduct Prohibited; Miscellaneous*
3. § 27-40-230
4. § 27-40-520
5. § 27-40-220
6. § 27-40-910

7. Did the Respondent's illegal motion that violates 24 CFR § 966.4 (m) and 24 CFR §966.6 (g) and provides a fraudulent misrepresentation of the 9/7/22 magistrate hearing that were no errors in law or fact also cites more contradictory untruths that are also a violation of the good faith dealing of §27-40-220 and the Appellant's constitutional right to an appeal, and possibly lawyer conduct?

Page 3 of the illegal Motion to Dismiss starts with Mag. Ret 3... but no evidence was provided to validate CCHRA failed to provide essential services. *Exhibit The DHEC Notice Unpermitted/Unapproved Domestic Wastewater Discharge 11/2/22*. The Appellant provided Judge Laura Waring in her submission to the court pictures of the septic wastewater overflow surfacing in the immediate backyard of the then Defendant, now Appellant's residence. Pictures taken on 9/6/23 and emailed to self for record catalogue of what was prepared for the eviction hearing. Thanks be to GOD! *Exhibit Pictures of wastewater overflowing from septic tank to immediate backyard*. Since they are now claiming to not having been provided to the magistrate judge. *Exhibit Recording of magistrate proceeding*. She did not find the cesspool that was allowed to expand for two months to be an "Essential Service" that to date has not been fully resolved. DHEC had to be called to help facilitate a drain line being put in to resolve the unsanitary conditions. To date cleanup and soil testing has not taken place at the residence. Over a year and a half (over 1.5 years) has passed since it was first reported 9/5/22. We are now approaching March 2024. On page 3 lines 58-59 of the Motion to Dismiss Appeal states: *No errors of law or fact were committed at the Magistrate level hearing. Ms. Oliver fails to identify matters before the court that*

were an issue at the hearing (s) below. The Respondent's attorney is failing to provide truth in writing to the court. The Appellant did in fact bring the matters before the court. The magistrate judge chose to ignore the laws of the state of South Carolina that she swore to be upheld. The CEO, Franklin Scott was asked multiple times to investigate why full resolution has not taken place with the septic issues. He told the Appellant to contact DHEC again. *Exhibit Emails to and from Franklin Scott. This after DHEC had to come out to help facilitate CCHRA to do their part in getting the drain line for the septic tank done.* Franklin Scott tried to fraudulently place the cause of the septic tank overflow of wastewater on Hurricane Ian, but the issue was noticed in August 2022 through gurgling sounds thought to have been from elsewhere, but the wastewater was notice on 9/5/22 and was already reported to the agent and then to the magistrate judge. When CCHRA finally did act to provide an alternate place to shower until it was done it was right before the drain line was scheduled to be installed. The Appellant was suffering a great deal of discomfort from the injuries due to all of the aggravation from wastewater issue and the other unlawful acts by CCHRA. Leaving the house was not a good move due to the pain and discomfort being experienced, not just physically. A constructive eviction attempt was underway, and it took a toll on the tenants. BUT GOD. In accordance with the filing date of this brief 1.5 years have passed, and full resolution has not been achieved in this situation. Again, violating state law for *27-40-720 Non-Compliance Affecting Health and Safety*. He preferred to gaslight the Appellant. When incompetence is at hand for CCHRA. *27-40-630 Wrongful Failure to Provide Essential Services*. DHEC came on 11/2/22 and gave them 5 days to take care of the

matter. When the Appellant began to speak on this issue Judge Price had the Appellant to stop talking. *Transcript p.8 lines 20 -24, p. 9 lines 1-4*. Just maybe if he would have allowed the Appellant to finish speaking, closure with this issue that has been going on now for 1.5 years. Even while in the courts, which is the law 27-40-440 *Landlord to Maintain Premises*. Again, providing the tenants an unconscionable environment and non- application of the laws for the facilitation of a *constructive eviction*. 24 CFR § 966.4 (e) (2023) ***The PHA's obligations. Id.*** The lease shall set forth the PHA's obligations under the lease, which shall include the following:

(1) To maintain the dwelling unit and the project in decent, safe, and sanitary condition;

(5) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA;

The Respondent's attorney provided in his illegal motion that no error of law or fact has taken place. The filing of this illegal motion is illegal. 24 CFR § 966.6 (g) (2017) *Prohibited lease provisions. Waiver of right to appeal judicial error in legal proceedings: Authorization to the landlord's lawyer to waive the right to appeal for judicial error in any suit or to waive the right to file a suit in equity to prevent the execution of a judgment.* HUD distinctly prohibits section/part (g) to even be placed in a lease current or new. Therefore, it is reasonable expectation that tenants can rely on it not being used to violate their constitutional rights at any proceedings involving the PHA to which an appeal can't be carried out in court. Secondly, the Respondent's

attorneys are in violation of filing an illegal/prohibited motion 24 CFR § 966.4 (m) (2023) due to CCHRA not providing the documentation requested for the hearing the regulation within specifies that if the documentation is not provided no eviction. A violation of both fact and law with this illegal motion. The motion also violates the tenant's right to due process guaranteed by the Fourteenth and Fifth Amendments. Everyone has a right to one appeal. An appeal that is announced, one can get prepared for unlike on 5-31-22 with Judge Price. The illegal motion wrongfully states the Appellant only asserts about the video. Appellant asserted more than about the video which too is important due to the magistrate denying the then Defendant the right to call the present staff for questioning as witnesses in violation of SCRCF, Rule 13 *Magistrates Rule*. I didn't have to bring my witnesses and evidence to court. They were coming and all I had to do was be allowed to call them for questioning as I did, but the judge denied my right to due process. A party has the right to cross-examine, testify or not. That is a part of the rules governing magistrate court, it is a right in due process guaranteed by the U.S. Constitution. Not us constitution. But U.S. Constitution. As is 24 CFR § 966.4 (m) is for Notice of Termination of Lease and eviction which is a part of the policy they chose not to put in the hearing guidelines for the CCHRA and it violates the law. *Exhibit CCHRA's Hearing Procedure. 5.0 and 7.0*. If the Board of Commissioners would not allow me to meet with them as an individual, then how can they meet criteria 7.0 for a fair hearing process meets all the elements of fraud along with the video. CCHRA has indeed violated the law through error and fact. While at the same time numerous tortious and non-tortious acts.

1. Exhibit DHEC Unapproved/Unauthorized Domestic Wastewater. §
2. Exhibit Pictures Early Onset of Septic Tank Reported and Provided to Magistrate Judge.
3. Recording of Proceeding From Magistrate.
4. Exhibit Emails to and From CEO Franklin Scott
5. Transcript p. 8 lines 20-24.
6. § 27-40-720
7. § 27-40-630
8. § 27-40-440
9. 24 CFR § 996.4 (e) (2023).
10. 24 CFR § 996.6 (g) (2017)
11. 24 CFR § 996.4 (m) (2023)
12. SCRCR, Rule 13 *Magistrates*
13. *Id.*
14. Hearing Procedure

Conclusion

In accordance with the state law and federal regulation the Appellant has proven by the preponderous of evidence that the undertaking of the eviction was illegal. The decision for an eviction granted by the magistrate judge too, was illegal. In the process the magistrate judge intentionally violated the right to due process of the Appellant by denying the then, Defendant the right to question witnesses. She denied the then, Defendant now Appellant the admission of the video preventing all reasonable means for obtaining a meaningful participation in the proceeding. The Appellant was in a hostile, biased environment even at the Bond to Stay with the magistrate judge. The Appellant seeks the reversal of Magistrate Judge Laura Waring's erroneous, biased decision by vacating her wrongful decision for eviction. The denial of the Appellant's constitutional rights to an appeal by the circuit judge is in violation of the U.S. Constitution. Circuit Court Judge Bentley Price did not provide a judicial proceeding consistent with the summons to appear and violated the Appellant's constitutional right to an (one) appeal. Any decision made to that effect to deny the would-be appeal should be vacated, too. Judge Bentley Price will no longer be on the bench as of June 2024 to continue to do such dastardly deeds and causing even more distrust in the judicial system. Look at GOD!!! The Appellant reaffirms all that was alleged in the Amend a Judgement and reasserts that which is alleged continue be incorporated within to be allowed for later judicial proceedings. THOU preparest a table before me in the presence of mine enemies. GOD IS FAITHFUL!!!

**IN 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. 2023-001598

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MAR 06 2024
SC Court of Appeals

Karen Oliver

Appellant,

v.

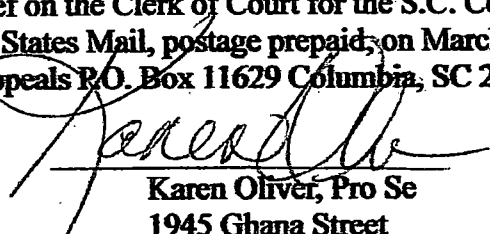
**Charleston County Housing and
Redevelopment Authority**

Respondent,

PROOF OF SERVICE

I certify that I have served the Initial Brief on the Clerk of Court for the S.C. Court of Appeals by depositing a copy of it in the United States Mail, postage prepaid, on March 1, 2024, addressed to the Clerk of Court S.C. Court of Appeals P.O. Box 11629 Columbia, SC 29211

March 1, 2024


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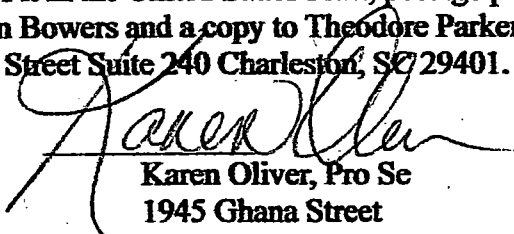
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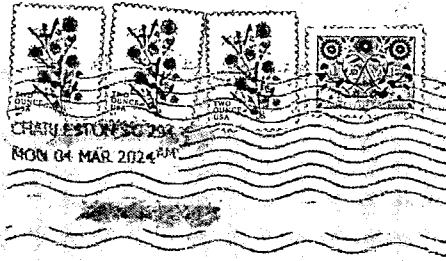
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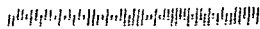

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S.C. Court of Appeals
P.O. Box 11629
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Designation of Matter for Appellant

1. U.S. Const. amend, V, § 4.
2. U.S. Const. amend, XIV, § 1.
3. 24 CFR § 966.6 (g) (2017)
4. *In re Vora*, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).
5. HUD email 5/31/22
6. Order from Lower Court dated 8/7/23 from 5/31/23 hearing
7. Amend a Judgment to Circuit Court 8/17/23
8. Order dated 9/7/23 from Lower Court Dismissal of Appeal
9. Magistrate Court Order dated 9/8/22
10. Magistrate Judge Supplemental Order 9/27/22
11. Notice of Appeal to Court of Appeals 10/24/22,
12. Appeal to Circuit Court 9/8/22
13. Pictures from Magistrate Court 9/7/22, catalogued 9/6/22 septic tank
14. B.O.C. meeting 3/23/22
15. B.O.C. meeting 8/24/22
16. Hearing Procedure for CCHRA 5.0, 7.0
17. Magistrates Court Notice of Appeal p.2 lines 3-6 * Shows about not being able to question and rebuttal (not just about admissibility for appeal violation Rule 13)
18. DHEC Notice of Unpermitted/Unapproved Domestic Wastewater
19. Transcript Circuit Court 5/31/23
20. Recording from Magistrate Court and Bond to Stay
21. Emails with CEO no responses about current septic situation
22. Email about no response for cleanup to date essential service related 12/28/23
23. Notice of Termination of Lease, no hearing procedures included
24. Emails to and from hearing officer, no dates provided for examination or documentation except hearing procedures
25. Letter referencing May 19, 2022, phone call with CEO, Sanders, Gladden
26. Letter to B.O.C. Chairman S. Moses
27. Emails to and from B.O.C. Chairman S. Moses
28. Illegal Motion to Dismiss Appeal 3/16/23
29. HUD Repayment Guidance: after moratorium to prevent eviction
30. Email with Sanders/ Gladden no doc. for hearing
31. Transcript p. 8 lines 20-24.
32. § 27-40-720
33. § 27-40-630
34. § 27-40-440
35. 24 CFR § 996.4 (e) (2023).
36. 24 CFR § 996.6 (g) (2017)
37. 24 CFR § 996.4 (m) (2023)
38. SCRCF, Rule 13 *Magistrates Rule*
39. 24 CFR § 966.4 (e) (2023).
40. § 27-40-910 *Retaliatory Conduct Prohibited; Miscellaneous*
41. § 27-40-230

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42. § 27-40-520
43. § 27-40-220
44. SCRCP, Rule 13 *Magistrates' Rule*
45. *State v Hamilton*, 344 S.C. 344, 357, 543 S.E.2d 586, (Ct. App 2001).
46. *State v. Mansfield*, 343 S.C. 66, 538 S.E.2d 25 (2000).
47. *State v. Blassingame*, 338 S.C. 240, 525 S.E.2d 535 (CT. App. 1999).
48. § 27-40-520 *Rules and Regulation*
49. <http://www.sccourts.org/selfhelp/faqmagistrate.pdf>
50. 24 CFR § 966.51 (2001)
51. 24 CFR § 966.52 (2016)
52. 24 CFR § 966.53 (2016)
53. 24 CFR § 966.54 (2016)
54. 24 CFR § 966.56 (2016)
55. 24 CFR § 966.4(m) (2023)
56. WL 5944276 (S.C. Ct. App 2023).
57. *Transcript* p. 1 lines 2-4, 9-14, and 15-17
58. *Transcript* p. 9 lines 11-22.
59. U.S. Const. amend, V, § 4.
60. U.S. Const. amend, XIV, § 1.
61. 24 CFR § 966.6 (g) (2017)
62. *In re Vora*, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).
63. *Due process requires (1) adequate notice; (2) adequate opportunity for a hearing; (3) the right to introduce evidence; and (4) the right to confront and cross-examine witnesses. In re Vora*, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).
64. *Not allowing the cross-examination of witnesses doesn't provide meaningful opportunity to be heard. Clear Channel Outdoor v. City of Myrtle Beach*, 372 S.C. 230, 235, 642 S.E.2d 565, 567 (2007).
65. Holy Bible
66. Information from Chas. County Re: emergency funds
67. Email from B.O.C. chairman 5-20-22

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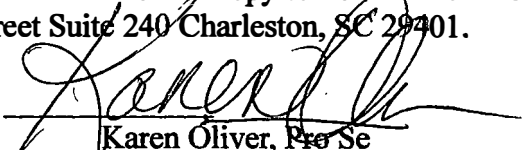
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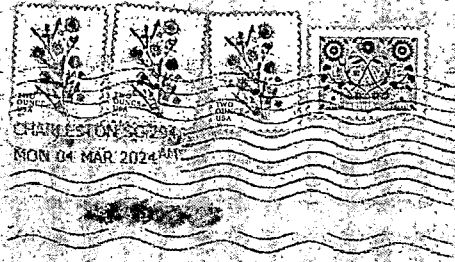
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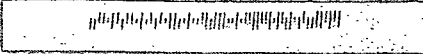

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The South Carolina Court of Appeals

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March 13, 2024

Karen Oliver
1945 Ghana Street
Johns Island SC 29455

Re: Karen Oliver v. CCHRA
Appellate Case No. 2023-001598

Dear Ms. Oliver:

Upon reviewing your designation of matter, the following deficiency has been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or this matter will be dismissed:

- The document is not accompanied by the certificate required by Rule 209(c), SCACR.

Very truly yours,

A handwritten signature in blue ink that reads "Catherine Harrison, deputy". The signature is fluid and cursive.

CLERK

cc: Carlton Daniel Bowers, Esquire
Theodore Parker, III, Esquire

Mar 21 2024

SC Court of Appeals

IN 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. 2023-001598

Karen Oliver

Appellant,

v.

Charleston County Housing and
Redevelopment Authority

Respondent,

DESIGNATION OF MATTER TO BE
INCLUDED IN THE RECORD OF APPEAL

The Appellant proposes the following to be included in the Record on Appeal:

1. U.S. Const. amend, V, § 4.
2. U.S. Const. amend, XIV, § 1.
3. 24 CFR § 966.6 (g) (2017)
4. *In re Vora*, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).
5. HUD email 5/31/22
6. Order from Lower Court dated 8/7/23 from 5/31/23 hearing
7. Amend a Judgment to Circuit Court
8. Order dated 9/7/23 from Lower Court Dismissal of Appeal
9. Magistrate Court Order dated 9/8/22
10. Magistrate Judge Supplemental Order 9/27/22
11. Notice of Appeal to Court of Appeals 10/24/22,
12. Appeal to Circuit Court 9/8/22
13. Pictures from Magistrate Court 9/7/22, catalogued 9/6/22 septic tank
14. B.O.C. meeting 3/23/22
15. B.O.C. meeting 8/24/22

16. Hearing Procedure for CCHRA 5.0, 7.0
17. Magistrates Court Notice of Appeal p.2 lines 3-6 * Shows about not being able to question and rebuttal (not just about admissibility for appeal violation Rule 13)
18. DHEC Notice of Unpermitted/Unapproved Domestic Wastewater
19. Transcript Circuit Court 5/31/23 (pp. 1,8,9)
20. Recording from Magistrate Court and Bond to Stay
21. Emails with CEO no responses about current septic situation
22. Email about no response for cleanup to date essential service related 12/28/23
23. Notice of Termination of Lease Notice, no hearing procedures included
24. Emails to and from hearing officer, no dates provided for examination or documentation except hearing procedures
25. Letter referencing May 19, 2022, phone call with CEO, Sanders, Gladden
26. Letter to B.O.C. Chairman S. Moses
27. Emails to and from B.O.C. Chairman S. Moses
28. Illegal Motion to Dismiss Appeal 3/16/23
29. HUD Repayment Guidance: after moratorium to prevent eviction
30. Email with Sanders/ Gladden no doc. for hearing
31. Transcript p. 8 lines 20-24.
32. § 27-40-720
33. § 27-40-630
34. § 27-40-440
35. 24 CFR § 996.4 (e) (2023).
36. 24 CFR § 996.6 (g) (2017)
37. 24 CFR § 996.4 (m) (2023)
38. SCRCP, Rule 13 *Magistrates Rule*
39. 24 CFR § 966.4 (e) (2023).
40. § 27-40-910 *Retaliatory Conduct Prohibited; Miscellaneous*
41. § 27-40-230
42. § 27-40-520
43. § 27-40-220
44. SCRCP, Rule 13 *Magistrates' Rules*
45. *State v Hamilton*, 344 S.C. 344, 357, 543 S.E.2d 586, (Ct. App 2001).
46. *State v. Mansfield*, 343 S.C. 66, 538 S.E.2d 25 (2000).
47. *State v. Blassingame*, 338 S.C. 240, 525 S.E.2d 535 (CT. App. 1999).
48. § 27-40-520 *Rules and Regulation*
49. <http://www.sccourts.org/selfhelp/fqmagistrate.pdf>
50. 24 CFR § 966.51 (2001)
51. 24 CFR § 966.52 (2016)
52. 24 CFR § 966.53 (2016)
53. 24 CFR § 966.54 (2016)
54. 24 CFR § 966.56 (2016)
55. 24 CFR § 966.4(m) (2023)
56. WL 5944276 (S.C. Ct. App 2023).
57. *Transcript* p. 1 lines 2-4, 9-14, and 15-17
58. *Transcript* p. 9 lines 11-22.
59. U.S. Const. amend, V, § 4.

60. U.S. Const. amend, XIV, § 1.
61. 24 CFR § 966.6 (g) (2017)
62. *In re Vora*, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).
63. *Due process requires (1) adequate notice; (2) adequate opportunity for a hearing; (3) the right to introduce evidence; and (4) the right to confront and cross-examine witnesses. In re Vora*, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).
64. *Not allowing the cross-examination of witnesses doesn't provide meaningful opportunity to be heard. Clear Channel Outdoor v. City of Myrtle Beach*, 372 S.C. 230, 235, 642 S.E.2d 565, 567 (2007).
65. Holy Bible
66. Information from Chas. County Re: emergency funds
67. Email from B.O.C. chairman 5-20-22

I certify that this designation contains no matter which is irrelevant to this appeal.

March 21, 2024

/s/ Karen Oliver
Karen Oliver, Pro Se
1945 Ghana Street
Johns Island, S.C. 29455
(843) 303-3410

STATE OF SOUTH CAROLINA * COURT OF COMMON PLEAS
COUNTY OF CHARLESTON * TRANSCRIPT OF RECORD

-----X
KAREN OLIVER, *
Appellant, *
vs. * Case No. 2023-CP-10-01598
CHARLESTON COUNTY HOUSING *
AND REDEVELOPMENT AUTHORITY, *
Defendant. *
-----X

May 31, 2023

B E F O R E:

The Honorable Bentley Price, Presiding Judge

A P P E A R A N C E S:

Karen Oliver, Pro Se Appellant

Carlton Bowers, Esq.
Attorney for the Defendant

Recorded by: OWL Courtroom System

Transcribed by: Bobbi Fisher, RPR
SC Official Court Reporter III

I N D E X

DESCRIPTION	PAGE
Proceedings	3

E X H I B I T S

(None.)

COURT REPORTER LEGEND

Dash (--)	Indicates an interruption in speech
Ellipses (...)	Indicates trailing off in speech
(ph)	Indicates phonetic word
[Verbatim]	Indicates the word is said as written
(Indiscernible)	[Transcription] Indicates word(s) is not known due to audio recording quality

P R O C E E D I N G S

1
2 THE COURT: All right. I have read the return. All
3 right. Whose appeal is this? Or who is representing
4 which side?

5 MS. OLIVER: Judge, I made an appeal after the
6 magistrate judge made her decision, and they
7 (indiscernible) because of a motion because he wants to
8 dismiss my appeal.

9 MR. BOWERS: Good afternoon, Your Honor. I'm
10 actually Carlton Bowers here on behalf of Charleston
11 County Housing and Redevelopment Authority. Ms. Gladden
12 is with me today. It was a motion and denial of her
13 appeal, so it was all in one. I thought we were here
14 today to argue against her appeal.

15 THE COURT: That's correct.

16 So it's your appeal, ma'am. Be happy to hear from
17 you.

18 MS. OLIVER: Okay. Well, he's made -- my appeal is
19 actually -- needs to be scheduled. He just made this
20 motion to dismiss it, so we should be talking about why
21 we're dismissing it, from my understanding of things.
22 Because I can tell you why it should go on with my appeal.
23 And why it should go on with my appeal, one of the things
24 that I'm appealing is the judge's action. The judge, she
25 treated photographs and recordings differently.

1 The Rule 10-001 says that you are to treat those
2 things the same. When it came to the video, when I told
3 the judge that this video right here would prove that I
4 did not need -- need to be here in the court, which it
5 stated that there would be no evictions during COVID, and
6 she refused to look at the video.

7 But what she did is she took herself and her staff
8 out of the courtroom, allowed CCHRA to review the video.
9 And when she came -- well, we were still reviewing --
10 well, I was verifying, but it was actually reviewed at
11 that point. We were verifying, and she came back into the
12 courtroom and she wanted to know if we were completed. I
13 said, no, I was making sure that -- showing her that this
14 took place while the chairman of the board was actually an
15 employee with CCHRA. She was trying to deny that it was
16 actually, you know, a thing that he's saying.

17 Well, the video proves and spoke for itself. But
18 the judge refused to look at the video. And when her
19 denying looking at the video and also removing everyone
20 from the courtroom -- her staff -- herself and her staff
21 from the courtroom, so we came with a disagreement. I
22 wanted it entered into evidence, and she did not want it
23 entered into evidence, then how could the judge make a
24 (indiscernible) an unbiased decision if she didn't see the
25 video to say that the video was not relevant. She

1 accepted it like -- acceptance and consideration into
2 evidence that relates to the video itself.

3 So how could she make a determination that the
4 consideration of acceptance is not even valid or even --
5 that the people verified if she won't look at the video
6 that which I responded to?

7 And on the acceptance and consideration, it
8 references the video itself. And, also, when she -- with
9 the video, she tried to -- let's see -- require a
10 transcript. Well, the video has its own transcript. She
11 just didn't want to see the video because the video
12 exonerated me in a sense, because it said no evictions
13 during COVID -- well, no, not during COVID but during the
14 pandemic.

15 And at that time, CCHRA was still operating under
16 the COVID protocols. I couldn't even go in to do my
17 annual review because they were doing things -- not
18 letting people come in. They were doing things just
19 through the mail. They weren't letting me come in.

20 And I had issues, and I couldn't get them to resolve
21 it. And also on this right here, he gave cases. There's
22 cases of State v. Brooks right there on that line that he
23 tried to get the judge. He actually looked at the video
24 and he -- not only did he look at the video, he looked at
25 the other evidence so he could be make an unbiased

1 decision.

2 So if videos are not allowed in magistrate's court,
3 then it should be put into the protocols and procedures,
4 but there's nothing there that's saying I could not use a
5 video. Where she asked for the transcript, the transcript
6 was right there on the video.

7 Now, Rule 10-001 says that you treat photographs the
8 same way you treat videos and videos the same, vice versa.
9 So when it came later, she accepted my pictures. There
10 was no extra put on the pictures, the photographs. So,
11 therefore, those two should have been treated the same.

12 And then, Judge, why are you going to leave out
13 while I'm doing this? Why are you going to get up right
14 now, you and your staff, and leave and not hear the rest
15 of this? Because that's basically what took place for me.
16 I gave you the recording and the evidence that you could
17 hear. I deserve to be heard.

18 That right there was relevant information on that
19 video. That video -- let's go. State vs. Landfield and
20 State vs. (Indiscernible). They said that the absence of
21 abuse of discretion are common legal error which results
22 in a prejudice to the defendant. And that's what I
23 experienced. I experienced prejudice to me because she
24 tried to treat those two evidence -- pieces of evidence
25 differently.

1 Now, you had a transcript already, the text in the
2 video, so then what else is there? (Indiscernible) looked
3 at what is going on or not because state and federal law
4 is the same there. Now, you don't see former President
5 Trump that haven't had his access (indiscernible) with
6 video not being there that has to have a transcript on it.
7 George Floyd (indiscernible) and did not have to have a
8 transcript on it. And state and federal laws are the
9 same.

10 So, now, I have to say something else, Judge.
11 Please --

12 THE COURT: Well, let's wrap it up.

13 MS. OLIVER: Okay. Well, let me -- let's go to the
14 relevance. The relevance, now had she (indiscernible)
15 saying it's not relevant. If you can't see it, how can
16 you tell if it's relevant? Because it was connected. You
17 have got to have logically connectedness. And to have it,
18 the foundation was already put when she accepted the
19 acceptance which is consideration. So how can you tell
20 there wasn't a contract if you won't look at all the
21 pieces? She just wanted to get rid of me out of that
22 courtroom.

23 Okay. And then she even started to say about, "Oh,
24 like you're just a judge, see how (indiscernible) hooked
25 this up?" Now, you just didn't just -- when it's time for

1 lunch, to tell everybody, "Well, we're going to rush
2 through your cases." No. You (indiscernible), and we
3 were willing to come back. She was not willing to do
4 that. Judge (indiscernible) was not willing to do that.
5 And I'm not -- I'm saying that that was wrong because the
6 video was logically relevant, digitally relevant, and it
7 was connected.

8 And for her to accept one was totally wrong. And it
9 had probative value and very much probative value.

10 THE COURT: All right.

11 MS. OLIVER: And, also, Judge, if I could say one
12 more thing. He's going to say that, on that video,
13 that -- when the chairman of the board is saying about no
14 evictions, that that is hearsay. That is not hearsay. It
15 is (indiscernible) of the CCHRA's business. So it's not
16 hearsay. Hearsay would be like if he was telling
17 something that someone else said on that video. But he
18 was speaking for himself and he's speaking in the
19 (indiscernible) of CCHRA video -- business.

20 And, also, they have put in their -- for the
21 dismissal that the essential services have been done at
22 that unit. No, it has not been completed. I have had to
23 go through eight months of trying to get the septic and
24 wastewater cleaned up. Now, he did get the drain line
25 finally done. For the past six months, I have been trying

1 to get CCHRA to hear me, that it had not been done
2 properly, that it wasn't even done to my residence. But
3 for the past six months, Judge, it's been like I have no
4 one to hear me. Okay?

5 Now, when this started, I tried to get my annual
6 review. I did not see that where in their paperwork that
7 they made the adjustments to where I put in my changes in
8 my family household. They did not change that. Judge --

9 THE COURT: All right, all right, all right --

10 MS. OLIVER: I didn't even check that --

11 THE COURT: When I start talking, you stop.

12 MS. OLIVER: Yes, sir.

13 THE COURT: You're getting into the factual meat of
14 the matter, which I'm not to consider. My only job is to
15 consider any matters of law. The matters of law that you
16 have brought up is the admissibility of evidence
17 pertaining to the video and to any photos or any other
18 evidentiary issues that you may have with the trial court
19 down below, but any admissibility of evidence is left to
20 the sole discretion of the trial court, and I, therefore,
21 find that she did not abuse her discretion, and I will
22 deny the appeal. All right?

23 MS. OLIVER: Thank you, sir.

24 (The above hearing concluded.)
25

1 CERTIFICATE OF TRANSCRIBER

2 CASE NAME/NUMBER: Karen Oliver v. CCHRA

3 2023-CP-10-01598

4 DATE OF HEARING: 5-31-23

5 COURT REPORTER/MONITOR: OWL Courtroom System

6 *****

7 I, Bobbi Fisher, do hereby certify that the
8 foregoing transcript is a true and correct record of the
9 recorded proceedings; that said proceedings were
10 transcribed to the best of my ability from the audio
11 recording and supporting information, and that I am
12 neither counsel for, related to, nor employed by any of
13 the parties to this case, and I have no interest,
14 financial or otherwise, in its outcome.

15
16 17 /s/ Bobbi Fisher_____

18 Bobbi Fisher, RPR and Certified Transcriber

19 Date Submitted: 1/24/24

20
21 NOTE: PURSUANT TO RULE 607(h)(1)(B), SCACR, "A COURT
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