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SC Court of Appeals

From: [mayshell.wilson](#)
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Subject: [Spam] Wilson appeal.
Date: Wednesday, August 7, 2024 5:25:12 PM

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(2) the tenant has complained to the landlord of a violation of this chapter.”

Here, the tenant complained to both the Clarendon Magistrate’s Court and her landlord of a violation of Section 27-40-660 of the S.C. Code. That complaint resulted in a lawsuit, which was filed on October 24th, 2023, and did not conclude until January 11th, 2024. During this timeframe, the tenant was engaged in protected activities under the S.C. Residential Landlord Tenant Act. However, Respondent filed the “Rule to Vacate or Show Cause” during this protected time, on December 7th, 2023, which resulted in the Magistrate’s decision to grant an eviction on January 25, 2024, that decision is the basis of this appeal. Since the Respondent filed this action during the protected time, the filing is presumptively retaliatory, and the Respondent failed to present evidence to rebut this presumption during the January 25, 2024, hearing held in this case.

In her complaint, Respondent stated that “Tenant CashApp[ed] \$700 for the month of November rent [on] November 14, 2023, in which I did a CashApp to return [this payment] to her on 11/14/2023 in which she did not comply with the contract statement of the first of each month totaling \$650.00.” Just as appellant was obligated to make payments under the lease in question, Respondent was obligated to accept payments offered by Appellant. Here, the Respondent admitted to her failure to accept the Appellant’s payment and thereby breached the lease agreement. The Court did not take this evidence into account during my January 25, 2024, hearing which I believe was an error by the Magistrate.

Finally, Respondent failed to properly pro-rate rental payments. The parties entered into a lease agreement on May 13, 2023. The term of that agreement ran on a month-to-month basis, beginning on May 13, 2023. However, the agreement also provided that the “tenant will pay the rent monthly, on or before the First day of each and every month of this lease...” During their course of dealings, Respondent accepted rent payments on the 14th of the month on several occasions and admitted as much under oath during the January 25th hearing in this case. However, after Appellant complained of Respondent’s violations of the S.C. Code, Respondent claimed that Appellant owed substantial late fees, for her repeated failure to pay rent by the 1st of each month. These late fees were never properly demanded by Respondent over the course of the agreement between the parties, and the timing of Respondent’s demand for these late fees indicates that the demand was retaliatory in nature. While I mentioned this during my January 25th hearing, the Court did not properly consider this evidence.

SCCA/720 (Amended 8/1/2011)

CERTIFIED TRUE COPY
OF ORIGINAL FILED IN THIS OFFICE

DATE 1/30/2024

Bonnie B. Roberts
CLERK OF COURT

2024-CP-14-00045
COMMON PLEAS CASE NUMBER

2023CV141010-0874
MAGISTRATE CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)

MAYSHELL WILSON)
APPELLANT(S))

VS.)

WILLIE MAE REED)
RESPONDENT(S))

IN THE COURT OF COMMON PLEAS
NOTICE OF CIVIL APPEAL

The Defendant/Appellant, Mayshell Wilson, hereby 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 Clarendon

This Notice of Appeal is made subsequent to personal notice of the judgment which was received on the 25th day of January 2024.

The Appellant's exceptions to the judgment of the magistrate are set forth as follows: First, I disagree with the Court's conclusion that the Rule to Vacate filed against me was not retaliatory in nature. Second, the Court did not properly conclude that the Respondent breached her obligations under our lease agreement, by failing to accept rental payments. Third, I believe that the Magistrate did not properly consider the evidence I presented that Ms. Reed failed to properly pro-rate my rent.

Retaliatory conduct is prohibited under Section 27-40-910 of the South Carolina Code. More specifically, the Code prohibits landlords from retaliation "...by bringing an action for possession after:

- (1) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation applicable to the premises materially affecting health and safety; or

SCCA/720 (Amended 8/1/2011)

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(2) the tenant has complained to the landlord of a violation of this chapter.”

Here, the tenant complained to both the Clarendon Magistrate's Court and her landlord of a violation of Section 27-40-660 of the S.C. Code. That complaint resulted in a lawsuit, which was filed on October 24th, 2023, and did not conclude until January 11th, 2024. During this timeframe, the tenant was engaged in protected activities under the S.C. Residential Landlord Tenant Act. However, Respondent filed the “Rule to Vacate or Show Cause” during this protected time, on December 7th, 2023, which resulted in the Magistrate's decision to grant an eviction on January 25, 2024, that decision is the basis of this appeal. Since the Respondent filed this action during the protected time, the filing is presumptively retaliatory, and the Respondent failed to present evidence to rebut this presumption during the January 25, 2024, hearing held in this case.

In her complaint, Respondent stated that “Tenant CashApp[ed] \$700 for the month of November rent [on] November 14, 2023, in which I did a CashApp to return [this payment] to her on 11/14/2023 in which she did not comply with the contract statement of the first of each month totaling \$650.00.” Just as appellant was obligated to make payments under the lease in question, Respondent was obligated to accept payments offered by Appellant. Here, the Respondent admitted to her failure to accept the Appellant's payment and thereby breached the lease agreement. The Court did not take this evidence into account during my January 25, 2024, hearing which I believe was an error by the Magistrate.

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For all the reasons stated above, and any which may come to light after review of the Magistrate's Return, I disagree with the Magistrate's January 25th, 2024, decision to grant the Rule to Vacate filed by Respondent. I would like a higher court to review the Magistrate's decision, do hereby appeal the Magistrate's decision.

Dated: January 30th 2024

Mayhull Wilson
APPELLANT

April 15, 2024

Mayhull Wilson

STATE OF SOUTH CAROLINA

2023-CV-1410100760
CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT

STATE OF SOUTH CAROLINA)
COUNTY OF CLARENDON)
Willie Mae Reed)
1821 Lula Road)
Summerton, S.C., 29148)
CITY, STATE ZIP)

PLAINTIFF

STREET ADDRESS

CITY, STATE ZIP

VS.

Mayshell Wilson)
6411 Summerton Hwy.)
Manning, S.C., 29102)
(803) 696-2617)
TELEPHONE)

DEFENDANT(S)

STREET ADDRESS

CITY, STATE ZIP

TELEPHONE

ANSWER TO NOTICE TO QUIT AND MOTION
TO DISMISS

COMES NOW the Defendant, Mayshell Wilson, through counsel, who, in answer to the Notice to Quit, would respectfully show unto this Honorable Court the following:

MOTION TO DISMISS

1. Plaintiff's "South Carolina Eviction Notice" cites an inapplicable New Hampshire Statute, "RSA.540:2", which has no effect in the State of South Carolina.
2. Plaintiff fails to state facts sufficient to constitute a cause of action.

STATEMENT OF RELEVANT FACTS

3. Plaintiff and Defendant are parties to a "Residential Lease Agreement", attached to this Answer and Motion to Dismiss as "Exhibit 1".
4. Plaintiff admits that an "agreement" exists between herself and Defendant, which agreement is referenced in Plaintiff's "South Carolina Eviction Notice", attached to this Answer and Motion to Dismiss as "Exhibit 2".
5. Defendant provided Plaintiff a hand-written note to complain regarding cessation of utility services to her home on October 23, 2023, a copy of this note is attached to this Answer and Motion to Dismiss as "Exhibit 3".

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

FOR A FIRST DEFENSE

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

FOR A SECOND DEFENSE

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

WHEREFORE, Ms. Wilson prays as follows,

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

Respectfully submitted,

By: *Daniel L Beasley*

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