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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,

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MOTION (Part One of Two)

Comes now the Appellant with a Hallelujah, whose previous motion the Court has not acknowledged filed on June 25, 2024, with a response @ 9:27 a.m. is requesting the Clerk of Court ensure proper review. New motion Part One of Two the Appellant is asking the Court to review the violations of Rule Canon 3 D, CJC Rule 501, SCACR: D. Disciplinary Responsibilities. (1) A judge who receives information indicating a substantial likelihood that another judge has committed a violation of this Code should take appropriate action. A judge having knowledge* that another judge has committed a violation of this Code that raises a substantial question as to the other judge's fitness for office shall inform the appropriate authority.* The Appellant is asking the judge(s) to review the undeniable misconduct of the

magistrate in this case due to the egregious severity in the lack of moral turpitude shown for a prestigious position of being a judge. Through Judge Laura Waring's unconscionable actions and inactions, it has enabled others to be emboldened to ignore the laws that they, officers of the Court, are expected to uphold along those they represent as a client. Rule Canon 2 A, CJC Rule 501, SCACR A Judge Shall Avoid Impropriety And The Appearance of Impropriety In All Of The Judge's Activities: (A) A judge shall respect and comply with the law* and shall act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary. This judge's behavior brings a stain to an already tarnished image of some of the magistrates in the state. Magistrate Laura Waring used her position to attempt bully and intimidate the Defendant by violating the Defendant's right to due process. Therefore, it is imperative that this matter is brought before the judge for immediate review.

According to Magistrate Laura Waring's submission to the Circuit Court in her Magistrate's Return she did not disclose to the reader that she made an admission during the hearing that she did not know the hearing process that came before the magistrate. She did not consult a law clerk, nor did she take a recess to become more enlightened on the matter so she could make an informed decision. Rule Cannon 3 B(7) (c), CJC Rule 501 SCACR - A judge may consult with court personnel* whose function is to aid the judge in carrying out the judge's adjudicative responsibilities or with other judges. She carelessly decided not to question the Plaintiff nor Defendant about the hearing process which allowed the Plaintiff to commit perjury indicating that the hearing procedures were followed as prescribed by federal regulations. The hearing procedures that were entered into evidence were not the ones provided by the hearing officer to the Defendant, which is fraud. *Supplemental Exhibit A.* The hearing was not held in accordance with 24 CFR § 966.56 (2016). *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. Nor was *A notice of lease termination* pursuant to § 966.4(l) (3) (2023) 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))(2023), the PHA may not proceed with the eviction. *Supplemental Exhibit* ***B*** *(**Pages 1-2** shows emails showing the third attempt having to be cancelled due to the scheduling of the roof repair during the same time range of the hearing, the rescheduled hearing not allowing the requested material to be available two days prior as written in the Plaintiff's/Respondent's policy. Consequently, the Plaintiff/Respondent breached 24 CFR 966.4 (m) (2023) again.* ***Page 3*** *The Plaintiff/Respondent by not making the policies/procedures available on June 21, 2022, violated their own policy by not producing the policies that were requested by the Defendant/Appellant. Perjury was committed in Court when referring to the hearing. Therefore, no eviction as the regulation informs.*

Further violations of the Defendant's/Appellant's rights are a violation of truth in disclosure by Magistrate Laura Waring. The magistrate intentionally lied in her documents to the Court that the Defendant called herself as a witness on page 7 in her Magistrate Return. *Supplemental Exhibit* ***C.*** Who does that? Again, being dishonest and violating her position of trust. Another form of bullying, retaliation, and intimidation. It also is a form of labeling the Appellant as stupid to others who may read it like the former judge Bentley Price and the Plaintiff's/Respondent's attorneys. This could be a factor in why attorney Carlton Bowers did not heed the Appellant's warning that his client was not being honest with him and it's coming back to haunt him. The Self-help FAQ provided by SC Courts clearly explains that the Defendant can call the Plaintiff for questioning and used the analogy of the traffic officer being questioned by a

Defendant. Same principle. Again, when she dishonestly denied the Appellant then Defendant's right to due process, she did it doubly as shown in regulated guidelines for due process via 24 CFR § 966.53 (c)(3)(4), again, the eviction is not valid. She also helped them to commit fraud. Due process via 24 CFR § 966.53 (c)(3)(4) *Definitions*. Due Process: Elements of Due Process shall mean an eviction action or a termination of tenancy in the State or local court in which the following procedural safeguards are required: … (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. Therefore, by the magistrate judge's actions of denying questioning or cross-examination she helped the Plaintiff/Respondent's to violate their own mandated federal regulations which in turn violated the Appellant's right to due process.

1. *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).
2. *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).

. If the magistrate would have not violated the guidelines that are provided by S.C. Courts, http://www.SCCourts.org/selfHelp/FAQMagistrate.pdf *What happens at the trial?* p. 12 as it relates to Defendant's rights to the questioning of witnesses, questioning of the Plaintiffs, the judge's questioning the Respondent's agent, Stephanie Gladden, maybe would have been more inclined not to commit perjury. Or maybe not.

If the magistrate is still inclined to continue being dishonest, the Appellant is contacting the Court to find out the appropriate format that the Court approves for the recording that was obtained along with the Bond to Stay hearing. Violation of due process is one of the reasons it was obtained. It will be made available ASAP/911. It is already in evidence on a USB flash drive in the Circuit Court.

The Appellant in the *Notice of Civil Appeal* on page 2 dated and filed September 8, 2022, refers to the not being allowed to question and rebuttal (questioning and cross-examination) as provided in the laws for due process. *Supplemental Exhibit **D.*** To commit libel by trying to humiliate the Appellant with a lie that the Appellant called herself as witness is seriously egregious misconduct by a judge who is supposed to uphold the law not, violate it. The Appellant contends this is another form of intimidation, retaliation, and bullying from the judge that is unconscionable. Magistrate Laura Waring does not deserve to be in such a position of trust. No judge can deny a witness even if the judge thinks the witness will lie. An abuse of discretion in its most severe form.

The magistrate is either incompetent or totally biased and prejudiced when it comes to the law concerning Essential Services against the Appellant. Rule Canon 3 (2) Rule 501 SCACR informs: A judge shall be faithful to the law* and maintain professional competence in it. A judge shall not be swayed by partisan interests, public clamor or fear of criticism. On page 8 of the Magistrate's Return paragraph 6 it informs that the magistrate reviewed all documents and made a decision from the bench. *Supplemental Exhibit **E.*** Did she really? Page 2 of the *Notice of Civil Appeal* reveals that the judge commented on the number of documents the then Defendant presented and attempted to present. She rushed the case and indicated, "the court closes at 12:30" and it was already 12:30. She did not give enough time to review the documentation or allow for

questioning and rebuttal. *Please see Supplemental Exhibit* ***D.*** The recording will also verify . If proper review had taken place the judge would know that Essential Services were not adhered to for many years. Certified Mail 70210950000210496516 to the chairman of the Board of Commissioners on May 16, 2022, page 2 paragraph 2 and continued on page 3 details the violations of Essential Services to which all have not been addressed even to this date over two years after writing it to Sandino Moses. *Supplemental Exhibit* ***F.*** It is pages 61 and 62 of the Magistrate's Return. Also, May 21, 2022, letter to the CEO informing him about the fraudulent misrepresentation that the residence is up to industry standards, the culpability of habitability, the hearing process being compromised again, intimidation tactics being used and compensation for the pain and suffering on page 2 of the submission. It is page 71 of the Magistrate's Return. *Supplemental Exhibit* **G**. Contained within the April 22, 2022, letter to the property manager page 2 and page 3 paragraph 1 informs about Essential Services. *Supplemental Exhibit* ***H.*** It is page 125 of the Magistrate's Return. All are violations of the lease that the magistrate has claimed to be enforcing. Magistrate Laura Waring is again being dishonest about her review and is in willful violation of the Canons she swore to uphold. S.C. Code Ann.§ 27-40-440 (1986) *Landlord to maintain premises* (a) A landlord shall: (1) comply with the requirements of applicable building and housing codes materially affecting health and safety; (2) make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; (5) maintain in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him. Appliances present in the dwelling unit are presumed to be supplied by the landlord unless specifically excluded by the rental agreement. No appliances or facilities necessary to the provision of essential services may

be excluded; *24CFR* § 966.4 (h) (2023) Lease requirements. (h) *Defects hazardous to life, health, or safety.* Retaliation is still taking place. The lease shall set forth the rights and obligations of the tenant and the PHA if the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants and shall provide that:

> (1) The tenant shall immediately notify project management of the damage;
>
> (2) The PHA shall be responsible for repair of the unit within a reasonable time: *Provided,* That if the damage was caused by the tenant, tenant's household or guests, the reasonable cost of the repairs shall be charged to the tenant;
>
> (3) The PHA shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and
>
> (4) Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph (h)(2) of this section or alternative accommodations not provided in accordance with paragraph (h)(3) of this section, except that no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests.

Therefore, as outlined in the aforementioned mandated public policy 24 CFR § 966.4 (h) (2) (4) (2023) Lease requirements #4 any claim to back rent should be abated along with any current rent. Reasonable time for repairs was not adhered to prescribed in #2. All in violation of Part 6 of the Lease the Management agrees: A, B, C, D, E, F, G, H. The Appellant does not owe the

Respondent any retroactive or current rent, in reality the Respondent owes the Appellant. The tenant does not have to be made to commit fraudulent misrepresentations to obtain housing by lying that the residence has its Essential Services with no response for repair for years after notifying the PHA. The magistrate court is not the proper venue for this to be heard in the Appellant's case due to the monetary limitation of $7,500.00. That is why there was not a counterclaim at the magistrate. Thanks Be To GOD! Magistrate Laura Waring was not upholding the ideals of the Court, so it was best that the Appellant did not go before her in any other matter. She tarnishes the scales of justice at their lowest level. The Appellant, with the help of The LORD will further prove it.

Rule 1001, SCRE allows photographs to be used in proceedings as long as its probative value would not have caused prejudice. Pictures (pages 105, 106 of Magistrate's Return shows septic tank overflowing before it took over the immediate backyard) of the Essential Services that were in disrepair and recently repaired were shown. The septic tank was overflowing wastewater in the immediate backyard area. The magistrate wrote in her return on page 7 the last sentence under the heading Defendant's exhibit 2 the following: [A photograph of the exterior of the home was the area she stated was the septic tank backing up.] *Please see Supplemental Exhibit **C*** The magistrate and the Plaintiff did not believe the then Defendant. *Supplemental Exhibit **I.*** It took two months for the Plaintiff's to get the septic drain line replaced. It caused a nuisance to the neighbors, a health hazard to the Defendant and family, with SCDHEC having to step in. The immediate area of the backyard to date has not been cleaned from the two months of continuous wastewater spillage. Numerous times the Appellant tried to get the Respondent to realize their error and even asked for an investigation. After 6 months of not being heard the Respondent's attorney wrote in an "illegal" Motion to Dismiss Appeal the following: Ms. Oliver

simply withheld rent. Any claim of loss of use or enjoyment was addressed by members of CCHRA and corrected in a timely fashion. A total fabrication and violation of the Rules of Professional Conduct. To date the immediate back yard area is not usable due to the lack of cleanup since 08/2022. The Respondent sent the landscaper and soil tester to the wrong address and refused to correct the matter. The former CEO even had firsthand knowledge of it. It became gaslighting. The magistrate judge's action of ignoring the laws emboldened this to take place without fear of reprimand. Over 1 year and 11.5 months have passed and no action violating S.C. Code Ann. § 27-40-440 (1986) *Landlord to maintain premises* (a) A landlord shall: (1) comply with the requirements of applicable building and housing codes materially affecting health and safety; (2) make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; (5) maintain in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him. Appliances present in the dwelling unit are presumed to be supplied by the landlord unless specifically excluded by the rental agreement. No appliances or facilities necessary to the provision of essential services may be excluded; *24CFR* § 966.4 (h) (2023) Lease requirements. (h) *Defects hazardous to life, health, or safety.* Retaliation is still taking place. The magistrate again helped to violate the law, by not enforcing it. Even at the Bond to Stay notification was provided that the pumping did not work, and wastewater was still contaminating and covering a greater area at that point in time.

The Appellant is now requesting that the Court grant an immediate emergency injunction to suspend all rental payment due through the coerced Bond to Stay until the Respondent stops charging the Appellant the wrongful amount that is not on the Bond to Stay Order. The

Respondent has the Appellant owing them well over $ 22,000.00 in their rental payment system as of July 5, 2024. *Supplemental Exhibit **J.*** How? Because of the attitude of the magistrate and the magistrate's action has emboldened the Respondent to commit mental warfare, fraud, fraudulent misrepresentation by scienter and punitively try to inflict emotional, mental, and physical distress on the Appellant whose recovery efforts from the injuries have been affected. The Respondent's actions are in violation of the Lease on page 12 Section 14 rent (Magistrate's Return page 38). is being charged beyond the Order. The Respondent doesn't even respect the magistrate themselves. If they did, they would not jeopardize the magistrate by not correcting their mistake of not having the septic wastewater cleanup done after SCDHEC had to get involved and disobeying her Bond to Stay Order. The magistrate's attitude even at the Bond to Stay was in violation of Rule Canon 3 B(4) (5), CJC Rule 501, SCACR . (4) A judge shall be patient, dignified and courteous to litigants, jurors, witnesses, lawyers and others with whom the judge deals in an official capacity, and shall require * similar conduct of lawyers, and of staff, court officials and others subject to the judge's direction and control. (5) A judge shall perform judicial duties without bias or prejudice. A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice, including but not limited to bias or prejudice based upon race, sex, religion, national origin, disability or age, and shall not permit staff, court officials and others subject to the judge's direction and control to do so. The Respondent's attorneys have submitted dishonest, fraudulent claims in their submissions to the Court and have followed suit with the magistrate. The attorneys should have advised the Respondent not to charge an amount that was beyond the Bond to Stay Order nor violate the lease. Including after numerous times the Appellant tried to get the Respondent to realize their error and even asked the CEO for an investigation relating to the wastewater cleanup. After 6 months of not being

heard the Respondent's attorney wrote in an "illegal" Motion to Dismiss Appeal the following: Ms. Oliver simply withheld rent. Any claim of loss of use or enjoyment was addressed by members of CCHRA and corrected in a timely fashion. If the magistrate had not violated her sworn duties and set the tone for an equitable proceeding throughout Carlton Bowers and Theodore Parker III would possibly think twice about breaking the Rules of Professional Conduct in the many ways they have done. On the Bond to Stay recording you will hear the magistrate make the snide remark concerning the Appellant, "She'll just appeal it." When the agent for the Respondent tried to get the amount not within the lease on the Bond to Stay. Consequently, according to the understanding from the Appellant's conversation with HUD the amount that was being charged before the retroactive rent was erroneously allowed to come into play with out the Essential Services having been completed would have been the correct amount for the Bond to Stay. Again, the Appellant is asking the Court for an immediate injunction to suspend the Bond to Stay payments until the Order is adhered to and the wrongful balance is removed and Section 14 page 12 of the Lease (Magistrate Return page 38) is adhered to properly by the Respondent. In fact, the amount prior to the retroactive rent was wrongly not instituted (only for units up to industry standards not in violation of Essential Services and the law) should be applied as it would be consistent with the law. *Supplemental Exhibit **K** (page 1, page 2 by law could not be enforced due to conditions of the residence).* The magistrate judge has helped to corrupt this matter causing distress and wrongful application of the Bond to Stay Order initially.

When the judge refused to view or hear the video from the Defendant some of which is detailed in the May 16, 2022, letter to the board's chairman (page 61 paragraph 1 of the Magistrate's Return) but allowed the Plaintiff/Respondent to view it and determined whether it was relevant (*Please see Supplemental Exhibit **G)*** the magistrate again tried to hurt the then

Defendant now Appellant. But GOD! Those words that the chairman spoke are going to come forth because if they're not in the business of putting families on the street, why such a collaborative effort to put mine out on the street? Is it due to the hearing request? Is it due to HUD coming in to assist? Is it due to the Appellant desiring to finally have a decent place to reside? It is punitive as the Appellant is still trying to recover from the injuries sustained from the drunk driver hitting the Appellant. Yet, this victory is the Appellant's. Magistrate Laura Waring's own words and writing have told on her and her deeds. The magistrate willfully violated the state laws and federal regulations while violating the Appellant's constitutional right to due process. An immediate reversal of her tainted, prejudiced decision is also being requested. Magistrate Laura Waring has shown and proven that her decisions made were in violations of the Canons she swore to uphold. An immediate investigation of her actions is being requested so that others will not have to experience such a miscarriage of justice. Along with those magistrates who are faithful to their duties not being subjected to being associated with the unconscionable actions of those by the likes of magistrate Laura Waring. Deliberate attempts to lie to the Court on a party (libel) and concealing evidence is Corruption at its worst. These severely egregious acts are beyond a 1:1 talk. She needs to be removed from the bench. A copy of the Magistrate's Return has also been attached with this submission to the Court. The Respondent's attorneys already have a copy. She needs to repent. The True and Living GOD is in control.

Not unto us, O LORD, not unto us, but unto thy name give the glory, For the sake of Your steadfast love and Your faithfulness! To GOD Be The Glory!!! The following is submitted because of GOD'S Faithfulness: Ye shall not need to fight this battle: set yourselves, stand ye still, and see the salvation of the LORD with you, Oh Judah and Jerusalem: fear not, nor be dismayed; to morrow go out against them: for the LORD will be with you.

still, and see the salvation of the LORD with you, Oh Judah and Jerusalem: fear not, nor be dismayed; to morrow go out against them: for the LORD will be with you.

August 23, 2024

/s/Karen Oliver
Karen Oliver, Pro Se
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410

Supplemental Exhibits

A. Hearing procedures submitted 9/7/22 and hearing procedures from hearing officer Page 2

B. Emails June 3, 2022, and Email June 21, 2022 Page 3

C. Magistrate's Return page 7 libel committed by the magistrate against the Appellant Page 8

D. Notice of Civil Procedure page 2 Page 5

E. Magistrate's Return page 8 Page 5

F. Certified Mail Chairman of Board of Commissioners page 2 (page 61 of Magistrate's Return) May 16, 2022 Page 6

G. Letter to CEO Franklin Scott May 21, 2022 (page 71 of Magistrate's Return) Page 6, 11

H. Letter to property manager pages 2, 3 (page 125, 126 of Magistrate's Return) April 22, 2022 Page 6

I. Pictures of initial septic backup from 9/6/22 and current boards being used to access laundry Page 8

J. Receipts from July 2024 rent showing violation of Bond to Stay Order and Lease Page 10

K. Notice of Rent Adjustment from 5/2021 that should be the accurate current rent Page 11

Laws Cited

1. Clear Channel Outdoor v. City of Myrtle Beach, 372 S.C. 230, 235, 642 S.E.2d 565, 567 (2007). Page 4
2. In re Vora, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003). Page 4
3. 24 CFR 966.4 (h) (2023) Pages 6 ,7, 9
4. 24 CFR 966.4 (l) (3) (2023) Page 3
5. 24 CFR 966.4 M (2023) Page 3
6. 24 CFR 966.53 (c)(3)(4) (2016) Page 4
7. 24 CFR 966.56 (2016). Page 2
8. Rule Canon 2A, CJC Rule 501, SCACR. Page 2
9. Rule Canon 3B(4) (5), CJC Rule 501 SCACR Page 10
10. Rule Canon 3B 7(c), CJC Rule 501, SCACR. Page 2
11. Rule Canon 3D, CJC Rule 501, SCACR. Page 1
12. Rule Canon 3 (2), CJC Rule 501 SCACR Page 5
13. Rule 1001 Page 8
14. S.C. Code Ann. § 27-40-440 (1986) Pages 6, 9
15. http://www.SCCourts.org/selfHelp/FAQMagistrate.pdf *What happens at the trial?* p. 12 Page 4
16. Lease PP. 4-5 Part 6 Management Agrees ABCDEGH Page 7
17. Lease Page 12 Section 14 Page 11

Attachment A Exhibit A
Submitted by
Respondent
9-7-22
1 of 2

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.

Attachment Supp. Exhibit 4
Submitted by Respondent
9-7-22
2 g 2

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

Exhibit A p. 1 of 5 From Hearing Officer Attachment A Supp. Exhibit A

PUBLIC HOUSING GRIEVANCE PROCEDURE

1.0 RIGHT TO A HEARING

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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,

Attachment A From hearing officer
Exhibit A
p. 2 of 5
Supp. Exhibit A

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

Exhibit A From hearing officer
p. 39
Supp. Exhibit A

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 of the monthly rent in an escrow account held by the Charleston County Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Charleston County Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Charleston County Housing Authority's disposition of his grievance in any appropriate judicial proceeding,

4.6 SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Charleston County Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

5.0 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Charleston County Housing Authority does not make the document available for examination upon request by the resident, the Charleston County Housing Authority may not rely on such document at the grievance hearing.

Exhibit A p. 495 From Hearing Officer Exhibit Supp. A

B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;

C. The right to a private hearing unless the resident requests a public hearing;

D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Charleston County Housing Authority or development management relies; and

E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Charleston County Housing Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

A. The Charleston County Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign, readers, accessible locations, or attendants.

B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Charleston County Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

7.0 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Charleston County Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Charleston County Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

From Hearing Officer
Exhibit ~~A~~ Supp Exhibit A
p. 595

The decision of the Hearing Officer shall be binding on the Charleston County Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Charleston County Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

A. The grievance does not concern Charleston County Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;

B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Charleston County Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

 Supp. Exhibit B page 1 of 3

Fw: Biased hearing scheduled for June 7, 2022

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

To: sgladden@cchra.net; gmazyck@cchra.net

Date: Friday, June 3, 2022 at 06:53 PM EDT

----- Forwarded Message -----
From: jahlovefirst@yahoo.com <jahlovefirst@yahoo.com>
To: Bryant Sanders <bsanders@cchra.net>
Sent: Friday, June 3, 2022, 06:52:16 PM EDT
Subject: Re: Biased hearing scheduled for June 7, 2022

Thank you. Please make sure all of my requests are met. On a high note, as the rain presently drips in my bedroom in the early stage of this hurricane season, I can say to my family with "Blessed Assurance" help is on the way. They can finally see it **after all of these years of the roof leaking in this house.** The roofing material is outside and prayerfully it will be up to industry standards within the next week. I see the fraudulent and negligent misrepresentations about our residence meeting industry standard when it isn't coming incrementally coming to an end. Hallelujah!

On Purpose For GOD,

Karen Oliver
On Friday, June 3, 2022, 10:32:16 AM EDT, Bryant Sanders <bsanders@cchra.net> wrote:

Good morning,

I will forward your email to the appropriate staff that will be conducting this formal hearing.

I can assure you that I am completely unbiased in the matter; however, at your request I will not be in the informal hearing.

If I can be of further assistance, please let me know.

Bryant M. Sanders PHM, PHOS, HCVPM, HCV-PBV

Deputy Director

Charleston County Housing and Redevelopment Authority

2106 Mount Pleasant Street, Charleston, SC 29403

 Supp. Exhibit B Page 2 of 3

Direct: (843) 628-6202

Mobile: (843) 277-5062

Email: bsanders@cchra.net

Website: www.cchra.net

From: jahlovefirst@yahoo.com <jahlovefirst@yahoo.com>
Sent: Friday, June 3, 2022 10:18 AM
To: Bryant Sanders <bsanders@cchra.net>
Subject: Biased hearing scheduled for June 7, 2022

Greetings Bryant Sanders,

Please note the following requests:

1. Cancellation of the biased hearing that is scheduled for June 7, 2022, to be rescheduled
2. Please make available for copy the policy/procedure(s) for hearings along with notification when it is available
3. Removal of yourself from this hearing process as you are in the components of the cause for the hearing

I am requesting for you to acknowledge that you received this email upon receipt. Please let me thank you for your cooperation in complying with the aforementioned requests.

On Purpose For GOD,

Karen Oliver

Supp. Exhibit B
p. 393

Re: Rescheduled Informal Hearing

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

To: gmazyck@cchra.net; bsanders@cchra.net; sgladden@cchra.net

Cc: debra.m.dusenbury@hud.gov

Bcc: koliver01@live.com

Date: Tuesday, June 21, 2022 at 04:03 PM EDT

Please let me thank you for your response. Today I called to inquire if I was put on the agenda for the board meeting for tomorrow and Bryant Sanders was not aware of me being on it. I tried Stephanie Gladden and got no answer. Again, it appears that I have been denied my right to address the board. As discussed on May 19, 2022, with Frank Scott I would have the hearing after the board meeting to which I had requested twice to be put on the agenda. Therefore, I again will have to tell you all that until I am able to be put on the agenda and address the board, I will ask that the hearing not be rescheduled. So, oblige my request as it was assented to on May 19, 2022.

I had submitted my pre-hearing requests to allow everyone enough time to obtain the items. Ginean Mazyck rescheduled another hearing.

Please forward all the requested items from Franklin Scott which should be in my file. The information for the Residents Advisory Board. Please let me know when I can review the agreement between the PHA and HUD. Please forward the data that were requested for Joseph Floyd Manner and scattered housing. Please now include Brighton Place, please provide the number of evictions from 2020, 2021 and 2022 (January - May 2022). Please include all flat rental rate increases for Brighton Place 2020, 2021 and 2022 (January - May 2022). All of which should be made available through the Freedom of Information Act (FOIA).

Otherwise, you may reschedule the hearing only after I am placed on the agenda to address the board and it meets. You may let me know when I can come and view the agreement. You may let me know when I can pick up the requested information that should be in my file, Residents Advisory Board information and the data information in accordance with FOIA. Again, I thank you for your timely response.

Karen Oliver

On Wednesday, June 15, 2022, 05:27:49 PM EDT, Ginean Mazyck <gmazyck@cchra.net> wrote:

Good afternoon Ms. Oliver:

I received your letter you emailed Tuesday June 14, 2022. I have attached the letter that was sent to you via certified mail on June 8, 2022, announcing the rescheduled Informal Hearing date:

Supp. Exhibit C Magistrate's Return

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)

Supp. Exhibit D
Notice of Civil Appeal p. 2

2022-CP-10-4182

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

FILED
2022 SEP -8 PM 4:19
JULIE J. ARMSTRONG
CLERK OF COURT
DCM

1945 Rhana St.
Johns Island, SC 294

Supp. Exhibit E
Magistrate's Return
p. 8

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,

9/22/22

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

5-16-22 Supp. Exhibit F
Certified Mail
Sandino Moses
Chairman B.O.C.
P. 6 of
Magistrate's
Return

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

5-21-22 Supp. Exhibit G
Mail to CEO
Franklin Scott
Page 7 of
Magistrate's
Return

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

Supp. Exhibit H
Letter to property Mgr.
4-22-22
P. 125 of Magistrate's Return, p. 192

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

Supp. Exhibit H
Letter to property Mgr.
4-22-22
P. 1 26 g Magistrate's
Return
pg. 2 of 2

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

Supp. Exhibit I
Septic tank's
Initial overflow
reported to
Magistrate
9-7-22
p. 1 of 2

← Back

20220906_085307.jpg

Septic Tank 2 Yahoo/Sent

AFW ISAIAH Tue, Sep 6, 2022 at 9:16 AM
From: slimshady968.io@gmail.com
To: jahlovefirst@yahoo.com

20220906_0... .jpg
1.6MB

jahlovefirst@yahoo.com Mon, Apr 22 at 12:23 PM
From: jahlovefirst@yahoo.com
To: koliver01@live.com

Show original message

20220906_0... .jpg
1.6MB



Supp. Exhibit I .Septic tank initial overflow reported to Magistrate 9-7-22 p.292

Compose

Inbox 11K
Unread
Starred
Drafts 8
Sent
Archive
Spam
Trash
Less

Views Hide
Photos
Documents
Emails to myself
Subscriptions
Receipts
Credits
Travel

Folders Hide
+ New Folder

← Back

AFW ISAIAH Tue, Sep 6, 2022 at 9:25 AM
From: slimshady968.io@gmail.com
To: jahlovefirst@yahoo.com


20220906_0... .jpg
1.2MB

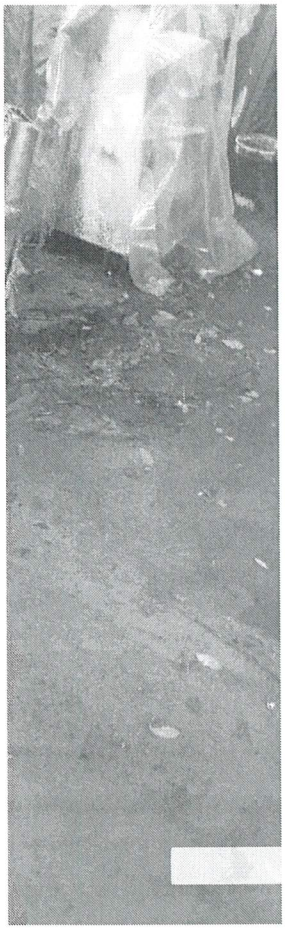
jahlovefirst@yahoo.com Mon, Apr 22 at 12:25 PM
From: jahlovefirst@yahoo.com
To: koliver01@live.com

Hide original message

----- Forwarded Message -----
From: AFW ISAIAH <slimshady968.io@gmail.com>
To: "jahlovefirst@yahoo.com" <jahlovefirst@yahoo.com>
Sent: Tuesday, September 6, 2022 at 09:25:58 AM EDT
Subject:


20220906_0... .jpg
1.2MB

20220906_085227.jpg



Progression of Septic tank overflow
It got worse beyond this



Supp. Exhibit J
July's rent
receipts

Charleston County Housing Authority

Contract : A3654

Receipt # : 081897
Tenant Number: 131945.02 Date: 06/04/24
Time: 11:44 AM

Name: Oliver, Karen
1945 Ghana Street
John's Island, SC 294550000

Date	Description	Amount
	Balance Forward	$21680.00
06/03/24	Rental Charge	$1091.00
Balance		$22771.00

Payments

06/04/24	Payment - MO# 19 - 6	$500.00-
Total Payments		$500.00-

Amount Tendered	$500.00
hange	$.00

Balances

Rent/Retro	$22071.00
Excess Utilities	$.00
Other	$200.00
Ending Balance	$22271.00

Received by: SG
THANK YOU

Charleston County Housing Authority

Contract : A3654

Receipt # : 081898
Tenant Number: 131945.02 Date: 06/04/24
Time: 11:45 AM

Name: Oliver, Karen
1945 Ghana Street
John's Island, SC 294550000

Date	Description	Amount
	Balance Forward	$21680.00
06/03/24	Rental Charge	$1091.00
06/04/24	Payment - MO# 19 - 6	$500.00-
Balance		$22271.00

Payments

06/04/24	Payment - MO# 19 - 6	$83.00-
Total Payments		$83.00-

Amount Tendered	$83.00
hange	$.00

Balances

Rent/Retro	$21988.00
Excess Utilities	$.00
Other	$200.00
Ending Balance	$22188.00

Received by: SG
THANK YOU

Supp.. Exhibit K
p. 1 of 2

CCHRA
2106 Mt. Pleasant Street
Charleston, SC 29403-0000
843-722-1942
Fax: 843-577-6825

Keep

5/25/2021

NOTICE OF RENT ADJUSTMENT
THE CHARLESTON COUNTY HOUSING AUTHORITY

Karen Oliver
1945 Ghana Street

John's Island, SC 29455

Account Number: 131945.02

This is to advise that in accordance with the terms of your lease, a reexamination or redetermination of your family income has been completed and your rent will be adjusted effective 5/1/2021 to $278.00 credit per month by reason of a change in Schedule of Rents and/or your family income or family composition as indicated below:

Former Annual Income - _____	Former Rent - $27.00 credit	Per Month
Present Annual Income - $1,450.00	New Rent - $278.00 credit	Per Month

Present Family Composition 3 Adults 0 Minors

Amount of Retroactive Rent Due $ N/A

This NOTICE OF RENT ADJUSTMENT is presented to you in accordance with the terms and conditions of your lease. Accordingly, this "NOTICE" shall be attached to and made a part of your Dwelling Lease.

All other covenants, terms, and conditions of the lease remain the same, except as to the monthly rental which is adjusted as herein stated, THE CHARLESTON COUNTY HOUSING AUTHORITY.

By _____
HOUSING MANAGER

Supplemental Exhibit Kp. 292

Exhibit B p. 297

Keep

CCHRA
2106 Mt. Pleasant Street
Charleston, SC 29403-0000
843-722-1942
Fax: 843-577-6825

4/4/2022

NOTICE OF RENT ADJUSTMENT
THE CHARLESTON COUNTY HOUSING AUTHORITY

Karen Oliver
1945 Ghana Street

John's Island, SC 29455

Account Number: 131945.02

This is to advise that in accordance with the terms of your lease, a reexamination or redetermination of your family income has been completed and your rent will be adjusted effective 5/1/2022 to $1,091.00 per month by reason of a change in Schedule of Rents and/or your family income or family composition as indicated below:

Former Annual Income - _____	Former Rent - $583.00	Per Month
Present Annual Income [redacted]	New Rent - $1,091.00	Per Month

Present Family Composition 3 Adults 0 Minors

Amount of Retroactive Rent Due $ N/A

This NOTICE OF RENT ADJUSTMENT is presented to you in accordance with the terms and conditions of your lease. Accordingly, this "NOTICE" shall be attached to and made a part of your Dwelling Lease.

All other covenants, terms, and conditions of the lease remain the same, except as to the monthly rental which is adjusted as herein stated, THE CHARLESTON COUNTY HOUSING AUTHORITY.

By _____
HOUSING MANAGER

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,

MOTION (Part Two of Two)

Comes now the Appellant with a Hallelujah, whose previous motion the Court has not acknowledged filed on June 25, 2024, with a response @ 9:27 a.m. is requesting the Clerk of Court ensure proper review. New motion Part Two of Two the Appellant is again asking the court for a judge review of the Respondent's attorneys in regard this instance to their Initial Brief that has now been filed and "illegal" Motion to Dismiss. The Respondent's attorneys Carlton Bowers SC Bar # 101677 and Theodore Parker III SC Bar # 65348 who are clearly cognizant that bringing a dishonest pleading before the court along with a frivolous fraudulent defense against the Appellant's appeal is a blatant continued violation of Rule 1.2 (d), Rule 407, SCACR: Scope of Representation and Allocation of Authority Between Client and Lawyer (d) A lawyer

shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent; The lawyer is required to avoid assisting the client, for example, by drafting or delivering documents that the lawyer knows are fraudulent or by suggesting how the wrongdoing might be concealed. A lawyer may not continue assisting a client in conduct that the lawyer originally supposed was legally proper but then discovers is criminal or fraudulent. The Appellant is requesting this motion to be reviewed by the judge(s) for institution of Rule Canon 3 D(2), CJC, Rule 501, SCACR. Under Canon 3 **D**. Disciplinary Responsibilities. (2) A judge who receives information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct contained in Rule 407, SCACR, should take appropriate action. A judge having knowledge* that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects shall inform the appropriate authority.* The first occurrence was at the magistrate level by the agents for an "illegal" eviction and Bond to Stay, then at the Circuit Court level by the attorneys with the contents "illegal" motion for a dismissal of the Appellant's appeal of an "illegal" eviction. The attorneys should have advised their client that filing fraudulent misrepresentations and committing perjury is against the law. However, this motion will show the Court of Appeals that as officers of the Court the attorneys for the Respondent have again presented dishonest representations to the court this time in their initial brief along with the previously filed "illegal" Motion to Dismiss.

First let us begin with the hearing procedures not being adhered to as outlined in the following: *A notice of lease termination pursuant to 24 Code of Federal Regulations § 966.4(l) (3) (2023) 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) (2023)), the PHA may not proceed with the eviction. Therefore, this is a continued abuse of process, gaslighting-tortious behavior. Even fraud. The hearing procedures were not provided prior to the third (3rd) attempt to get a hearing scheduled well beyond the 10 business days of the PHA's policy (April 22, 2022, tenant made request) it was scheduled for June 7, 2022. *Supplemental Exhibit **1a**.* The five (5) pages of hearing procedures provided by the hearing officer and entered into evidence at the circuit level by the Appellant did not comply with the aforementioned CFRs and 24 CFR § 966.56 (2016). *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.* Please see page 3 (see 5.0) and pages 4-5 (see section 7.0) of the hearing procedures *Supplemental Exhibit **1b***. Nor was it just the two (2) pages submitted by agent Stephanie Gladden in Magistrates Court on 9-7-22. Consequently, if these were the only steps to the hearing process the Respondent is still in violation of their own policy by deciding without it being in the procedures. *Please see Magistrate's Return pages 52-53 an attachment of the Magistrate's Return, Supplemental Exhibit **A.** Fraud. It is one of the subjects of Part One (1) of the motion.* The right to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing was violated. The Appellant would be wrongfully dispossessed of the residence. The intentional emotional, mental, and physical distress caused by the willful, wanton actions by continuing this process, the Respondents again did not follow the CFRs governing termination of tenancy or eviction. Consequently, more requests were made for production of policies/procedures, one that included the agent/property manager, Stephanie Gladden, and agent Bryant Sanders, deputy director due to it not being met by the hearing officer. None of the documents were supplied for examination or copying before the hearing. Emails to the

Respondent will show proof of the Respondent not providing the items requested. *Supplemental Exhibit* ***2b.*** Again, no eviction. Therefore, it was an "illegal" eviction, and is punitive in nature against the Appellant who is exercising the *guaranteed* constitutional rights to due process. Further, 24 CFR *§ 966.51(a)(1) (2001) clearly informs: the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed.* Given that the hearing after being requested by the Appellant (April 22, 2022, 1st request) never took place as outline tenancy shall not terminate. After not meeting the hearing request a second time, on May 19, 2022, then CEO, Franklin Scott, informed agents Stephanie Gladden and Bryant Sanders via a telephone call that the Appellant was a party to that they (the Respondent) must have the hearing. Almost three months later they refused to follow their own supervisor's directive which is negligent supervision and negligent hiring. The Appellant had given the Respondent more than three (3) opportunities to meet the hearing requests and requirements. The Appellant faced intimidation tactics along with the staff being directed to commit a federal offense at the Appellant's residence. On Friday, June 3, 2022, the email shows the delivery of roofing material and the need to reschedule the hearing for Tuesday, June 7, 2022, as the tenant could not have a meeting via Zoom in a house with the roof being replaced. *Supplemental Exhibit* ***1a***. Also, the falling ceilings with mold/mildew and other conditions in the residence hindered the tenant from continuing to take her classes via Zoom, how could it have been a successful hearing in the same below industry standards conditions? Further, it would be biased as it would not allow the tenant opportunity to get the policies and procedures requested which included the hearing procedures violating mandatory 24 CFR § 966.4 (m) (2023). *If the PHA does not make documents available for examination upon request*

by the tenant (in accordance with this § 966.4(m) (2023)), the PHA may not proceed with the eviction. Again, on June 13, 2022, the Appellant requested the policies with other items for the hearing on June 23, 2022, and by the Respondent's policy of having the material available two days before the hearing enough time was granted. However, on June 21, 2022, the requested material was not made available for review or copy. No other requests were met. *Supplemental Exhibit **2b***. Again, violating 24 CFR § 966.4 (m) (2023). These violations of the aforementioned laws and instances not only answer the Respondent's issue #2 on their now filed Initial Brief about whether or not the Appellant's right to due process has been violated. It also shows the violations of the Rules of Professional Conduct on providing dishonest submissions on behalf of their clients. The attorneys provided in their "illegal" motion (the Respondent met the lease requirements) and now in their Initial Brief that a hearing was provided, but the hearing attempt did not comply with 24 CFR § 966.4(m) (2023 It is fraudulent misrepresentation by scienter and negligence. Given that on all attempts the Respondent never supplied the requested policies and other material they were intentionally violating the rights of the Appellant and was fraudulently not instituting 24 CFR 966.4 (m) but a regular grievance. It compromised the Respondent to further claims while agent Stephanie Gladden continued tortious and non-tortious acts against the Appellant. Newly hired agents since the appeal was filed have followed suit in violating the CFRs, S.C. laws and it continues after the recent death of agent Stephanie Gladden. By the time, the "illegal" eviction reached the circuit level the Respondent made an "illegal" Motion to Dismiss Appeal for the Appellant that is guaranteed by the 14th and 5th amendments to due process in the U.S. Constitution. Had it not been for this guaranteed right an "illegal" eviction would have taken place due to the negligence, fraud, negligent misrepresentation, fraudulent misrepresentation of a scienter, perjury, and continued violation of the Appellant's rights.

It is foreseeable and reasonable expectation by tenants to be able to appeal an eviction without interruption from the landlord after the Code of Federal Regulations mandated that no clause within the lease should prevent a tenant from being able to appeal an eviction. Contained in 24 CFR *§ 966.6 Prohibited Lease Items (g) (2017)* Waiver of right to appeal judicial error in legal proceeding. *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.* The Respondent and their attorneys violated state law S.C. Code Ann. § 27-40-220 (1986) *Operating in Good Faith* when filing the "illegal" motion for Dismissal of Appeal in addition to the violation of the Appellant's rights as provided by the 14th and 5th amendments of the U.S. Constitution. It is reasonable expectation that the Appellant should be able to appeal an eviction without interference from the landlord's attorneys with a dishonest submission. It is prohibited from being in the lease as cited above. Therefore, it is also an intentional violation of the Rules of Professional Conduct by officers of the Court, the Respondent's attorneys, to have brought the "illegal" dishonest motion to which they referenced in their Initial Brief, too. It is unconscionable to be in conflict with the CFRs that tenants rely on all while being dishonest with its content to the Court. Unconscionable actions by officers of the Court.

The Respondent's attorney had submitted another deliberate dishonest claim in their submissions to the Court (in the "illegal" motion and Initial Brief) that the Appellant refused to make any payments. However, the Respondent's agent Stephanie Gladden refused to allow the Appellant to participate in a repayment plan that was being promoted for tenants. On March 23, 2022, at the Board of Commissioners (hereinafter, B.O.C.) meeting reporting indicates 18 (less than 1month before lease termination) residents on rental repayment agreements and 21 residents on August 24, 2022, after eviction was sought. *Supplemental Exhibit 4.* It was allotted to other

tenants to avoid eviction. Yet, after the Appellant contacted HUD for assistance with Essential Services (the roof leaking, the ceilings falling down in every room except one, accompanied with mold/mildew along with holes that allowed animals to enter into the walls, etc.) the Appellant was not allowed or even offered to participate in the repayment program. It clearly violates S.C. Code Ann. § 27-40-910 (1986) *Retaliatory conduct prohibited.* At first the Appellant received notice that she did not owe any retroactive rent. *Supplemental Exhibit* ***6a***. In Magistrates Court their agent Stephanie Gladden proffered that the Appellant's sons were working as a reason for denial. How else would one make the payments for repayment? Their agent was being retaliatory. How could the Appellant have been refusing if a true equitable opportunity was not provided or proper data (policies that show the lease requirement does not have to be met for Essential Services before any rental changes monthly or flat rate, that is for units up to industry standards)? No hearing in accordance with the CFRs and then Retaliatory conduct. The recording from the Magistrates Court will confirm the fact that agent Stephanie Gladden proffered that the Appellant sons were working as a reason for denial this while the Appellant was recovering from being hit by a drunk driver. Again, violating state statute § 27-40-220 (1986) *Operating in Good Faith* and § 27-40-910 (1986) *Retaliatory conduct prohibited.* If former Circuit Court Judge Bentley Price would have provided proper notification of the change that he was not hearing the "illegal" motion, but the appeal more dishonest submissions by the Respondent would have been shown, -- 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). *Supplemental Exhibit* **3a**. The Judge even stopped the Appellant when the Appellant attempted to speak about the Essential Services not being provided in violation of the laws making it appear more like a collusive effort to withhold due process. *Supplemental Exhibit* **3b.**

Another dishonest submission in the Initial Brief (including the "illegal" motion) concerned admissibility. Admissibility was not the only issue on appeal as the Respondent's attorney wrote in the "illegal" motion. On page two (2) of the *Notice of Civil Appeal* at the magistrates level clearly substantiates questioning (confronting) and rebuttal (cross-examination) as an issue for appeal. Also, Essential Services was indicated. *Supplemental Exhibit* ***5.*** The magistrate judge refused to allow the questioning of witnesses with personal knowledge of the matter – the Plaintiff and the supervisor both present in court. The Respondent's attorneys cherry picked the issues and intentionally misled the court with this deception. The Respondent's attorneys should have done their due diligence for and with their client as prescribed by the Rules of Professional Conduct. They would have known that Magistrate Judge Laura Waring violated Magistrates Rule 13 and http://www.SCCourts.org/selfHelp/FAQMagistrate.pdf p. 12 *What happens at the trial?* The recording from the hearing will substantiate this beyond any reasonable doubt. It was also a violation of the then Plaintiff's now Respondent's own regulated guidelines for due process via 24 CFR § 966.53 (c)(3)(4) (2016) *Definitions*. Due Process: Elements of Due Process shall mean an eviction action or a termination of tenancy in the State or local court in which the following procedural safeguards are required: … (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. Therefore, by the magistrate judge's actions of denying questioning or cross-examination she helped the Respondent's to violate their own mandated federal regulations which in turn violated the Appellant's right to due process. Also, the magistrate's action did not allow for a decision on the merits. A violation of due process both on the Respondent and Magistrate Judge Laura Waring. Again, showing the dishonesty of the

attorneys in violating Rule 1.2, Rule 407, SCACR The attorneys and client should have conferred about what took place in court and note solely relied on the judges intentional mishandling of the Magistrate Return to try and favor them against the Appellant. Which again a violation of Rule 1.2, Rule 407, SCACR, as it is prohibited from both attorney and client even if the judge is the source of the prohibited matter. Proving what the devil meant for bad GOD has made it good. The attorneys should have done their due diligence to ensure that their clients were not in violation of the lease, state laws and federal regulations even with the incompetence (the judge admitted to not knowing the hearing procedures) and bias of the magistrate. It now leaves their client compromised to possibly further legal ramifications or proceedings.

Please Note: The recording from the proceeding and/or submissions made by the magistrate that were filed on 10-13-22 with the Circuit Court will corroborate these of the Appellant's claim. Also, in the Respondent's "illegal" Motion to Dismiss Appeal.

Another example of the violation of Rule 1.2, Rule 407, SCACR are the following submissions that the Appellant filed the appeal on the same day of the eviction order. Ms. Oliver's only contention is that a video was improperly excluded as evidence in the matter below. As shown below. *Intentional and deliberate attempts to deceive the Court with untruths in a signed pleading. Please see Supplemental Exhibit* ***11*** *the Respondent's filed motion for the following.*

> *As written by the attorneys in their "illegal" Motion to Dismiss*: Page 2 paragraph 1:
>
> The same day, the Appellant filed her appeal with the Circuit Court. See Mag. Ret. at 16
>
> The Appellant filed an appeal with the Circuit Court on the grounds that the judge refused to listen or view a recording of an interview with CCHRA's chairman, Mr. Sandino Moses. Mag. Ret. 16.

As written by the attorneys in their "illegal" Motion to Dismiss: Page 5 paragraph 2: Ms. Oliver's only contention is that a video was improperly excluded as evidence in the matter below.

Page 5 paragraph 1: Any claim of loss of use or enjoyment was addressed by members of CCHRA and corrected in a timely fashion.

The attorneys should have read further to find - *Supplemental Exhibit* ***5*** Notice of Civil Appeal Page 2 paragraph 1: reads as follows*: The judge rushed the case as she indicated that 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 recess and returned afterwards. [Consequently, this was what Judge Price did at the circuit level.].* Clearly, not just about the video as the Respondent's attorneys falsely wrote to deceive the Court.

To the contrary even further, Essential Services, for one, the septic tank, was not working properly at the time the judge ordered the eviction and would not take Essential Services laws into consideration and to date the septic wastewater cleanup has not taken place - *Sanitary*. In violation of state law and federal regulations S.C. Code Ann. § 27-40-440 (5) (1986) *Landlord to Maintain Premises 5) maintain in reasonably good and safe working order and condition all electrical, gas, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him. Appliances present*

in the dwelling unit are presumed to be supplied by the landlord unless specifically excluded by the rental agreement. No appliances or facilities necessary to the provision of essential services may be excluded. The judge should have suspended giving any Order until the Essential Services were taken care of properly and timely along with learning the hearing procedures and CFRs. By law, the Respondent owes the Appellant in accordance with 24 CFR § 966.4 (h) (2) (4) (2023) *Lease requirements* #2 *The PHA shall be responsible for repair of the unit within a reasonable time: Provided, That if the damage was caused by the tenant, tenant's household or guests, the reasonable cost of the repairs shall be charged to the tenant;* #4 *Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph (h)(2) of this section or alternative accommodations not provided in accordance with paragraph (h)(3) of this section, except that no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests.* Therefore, any claim to back rent should be abated along with any current rent. Reasonable time for repairs was not adhered to #2 (since 9/7/22 and *prior* to that date for other Essential Services roof, animals in the wall, mold/mildew, etc.). The would be hearing from the PHA would have addressed the back rent and other issues, but it was not provided as prescribed in the CFRs. S.C Code Ann. § 27-40-630 (1986) *Wrongful Failure to Provide Essential Services. (a) If the landlord is negligent or wilful [sic] in failing to provide essential services as required by the rental agreement or Section 27-40-440, the tenant may give written notice to the landlord specifying the breach and may:*

(1) procure reasonable amounts of the required essential services during the period of the landlord's noncompliance and deduct their actual and reasonable cost from the rent; or

(2) recover damages based upon the diminution in the fair-market rental value of the dwelling

unit and reasonable attorney's fees. Even on 9/27/2021 an independent agency- Cardinal Home Inspections was contracted to do inspections and reported to the Respondent the same longstanding issues. *Supplemental Exhibit 7.* At the Bond to Stay the agent Stephanie Gladden told the court that in 2019 the flat rate rent was increased, but the flat rate increase could only take place on a unit that is up to industry standards. Even prior to 2019 the residence was not up to industry standards so how could the flat rental rate increase on a unit that was not up to industry standards for health, safety, and life for so long contradictory to 24 CFR § 966.4 (h) (2) (4) (2023) *Lease requirements*? In the Supplemental Exhibits provided to the Circuit Court— Notice of Rent Adjustment it clearly shows the former rent was $583.00 with no retroactive rent. *Supplemental Exhibit **6a** Rental Adjustment states, All covenants, terms, and conditions of the lease remain the same* ... includes those with HUD that units have Essential Services in accordance with state laws and federal regulations. Again, it was a violation of their agreement with the tenant and HUD. It is continued willful, intentional fraudulent misrepresentation by scienter. It is one reason HUD stepped in when the fraudulent claims were made known to them to get some of the Essential Services repairs completed. Therefore, no flat rate or rental increase could take place until it was up to industry standards. *Rental Adjustment states, All covenants, terms, and conditions of the lease remain the same* .... If $0.01 was the amount due before the Notice of Rental Adjustment, then $0.01 remains the total amount due until the lease requirements are met. Not the $583.00 and definitely not the $1091.00. *By ignoring this matter, the magistrate again assisted the Appellant along with the dishonesty and fraudulent claim of the Respondent's attorneys that all Essential Services causing loss of enjoyment had been completed.* Clearly, the PHA owes the Appellant any monies having been paid to the fraudulent claims before the date at the magistrate and to present date. No rightful claim to any rental

increase is allowed by the lease *Rental Adjustment states, All covenants, terms, and conditions of the lease remain the same* ... or 24 CFR § 966.4 (h) (2) (4) (2023) *Lease requirements.* Therefore, by bringing this false claim to the Court the Respondent in fact now owes the Appellant not the Appellant owing the Respondent. No rental increase is allowed by the lease, federal regulations, state law or covenant agreement due to having been and still being in violation of §§ 27-40-440 (1986) *Landlord to maintain premises and* 27-40-630 (1986) *Wrongful Failure to Provide Essential Services,* 27-40-220 (1986) *Operating in Good Faith,* and 27-40-910 (1986) *Retaliatory conduct prohibited.* Carlton Bowers and Theodore Parker III's *violation of Rule 1.2 ,Rule 407, SCACR and abuse of process is further shown with the ventilation system that was reported in 2021 by the tenant then by Cardinal Home Inspection and in documentations to the judge is still not repaired after 3 years which is an Essential Service which violates Notice of Rental Adjustment states, All covenants, terms, and conditions of the lease remain the same* ... or 24 CFR § 966.4 (h) (2) (4) (2023) *Lease requirements. No rental changes or its fraud.* Hallelujah!!! Meaning, the Respondent is holding a savings account for the Appellant. Abatement of rent must take place. To GOD Be The Glory!!! Hallelujah!!!

Consequently, as previously reported to the Court in relation to the "illegal" motion that 24 CFR § 966.4 (h) (2) (4) (2023) Lease requirements are still being violated. Reasonable times for repairs have and still are not being adhered to by the Respondent. Even though the Respondent's attorneys falsely claimed all were completed. The agent Stephanie Gladden sent the landscaping company and soil testing company to the wrong address, so the wastewater and raw sewage cleanup and the soil evaluation has not taken place at the Appellant's residence since reported on 9/7/22 or after the new septic tank drain line (away from the affected area) of 11/2022. Even after an investigation was requested of the CEO, Franklin Scott due to the lack of

cleanup from 11/2022 through 02/2023. *Supplemental Exhibit 8.* The attorneys then filed their "illegal" motion 03/2023 and are again in violation of the Rules of Professional Conduct and truthful submissions to the Court in their pleadings. A long-standing violation for over 1 yr. and 11.5 months of state law §§ 27-40-440 (1986) *Landlord maintain premises and* 27-40-630 (1986) *Wrongful Failure to Provide Essential Services.* The agents have again helped to prove that the rent (past and current) should have been abated along with their attorneys providing intentional dishonest misleading information to the Court in their pleading that all Essential Services leading to the loss of enjoyment were taken care of in a timely manner § 27-40-630 (1986) *Wrongful Failure to Provide Essential Services; 24CFR* § 966.4 (h) (2023) Lease requirements. (h) *Defects hazardous to life, health, or safety.*

Therefore, as outlined in the aforementioned mandated public policy § 966.4 (h) (2) (4) (2023) Lease requirements #4 any claim to back rent should be abated along with any current rent. Reasonable time for repairs was not adhered to prescribed in #2**.** It is a form of intimidation. It is an intentional infliction of emotional, physical, and mental distress on the Appellant (and others) who has valiantly been fighting to recover from being hit by a drunk driver. It is intentionally punitive. In fact, it is all punitive in nature. All of these acts along with the other tortious and non-tortious (i.e., fraud, libel, etc.) are punitively intentional, willful, retaliatory, and illegal. Sanctions are being asked to be levied against the Respondent's attorneys for not doing their due diligence and for providing the Court with dishonest false frivolous misleading claims and pleadings. Another clearly distinct violation of Rule 1.2 *Rule 407, SCACR* (d) A lawyer shall not counsel a client to engage, or assist a client, in conduct that the lawyer knows is criminal or fraudulent; A decision for violating this by law and the signing of dishonest pleadings (both an "illegal" motion to dismiss appeal and dishonest Initial Brief) violating the

Rules of Professional Conduct clearly demands an immediate ruling in favor of the Appellant due to their misconduct. The Respondent and their attorneys are both currently in violation of the laws. Even if the Respondent re-schedules a clean-up and testing after this filing, they are still in violation of the laws with their submissions. Previously, the Respondent's attorney knew that when a violation of Essential Services took place the attorney dared not come before the Court. However, not this time. Intentional lies were put in writing to the Court even after being told by the Appellant that their client was being dishonest about things. The Respondent's attorneys refused to do their due diligence and chose to abuse the process and *possibly* commit malpractice. Agent Stephanie Gladden sent the soil tester to the wrong address. *Supplemental Exhibit **9**.* But was too arrogant, spiteful, mean, retaliatory and wicked to see or admit the error. Instead, the Respondent gaslighted the Appellant. The CEO, Deputy Director and agent Stephanie Gladden were all too incompetent. Volmar Consulting Services, LLC (soil testing) along with the landscaper *(Please see Supplemental Exhibit **9**)* were sent to the wrong address. *Supplemental Exhibit **10**.* Look at GOD!!! PLEASE NOTE: *Supplemental Exhibits 7 and **10** The pictures are of two separate locations so undoubtably one is at the wrong address. Hallelujah!!!* The Appellant tried, but the Respondent and their attorney continuously refused to listen.

The Magistrate's Return Page 2 under Defendant's Exhibits 2 the last sentence reads as follows: A photograph of the exterior of the home was the area she stated as the septic tank backing up. *Rule 1001, SCRCP allows photos as evidence,* since the magistrate judge denied the Appellant then Defendant the right to question and cross-examination (questioning and rebuttal) Plaintiff and supervisor in attendance recording will verify which in turn breached/violated governing rule *24* Code of Federal Regulations *§ 966.53 (c)(3)(4) (2016) Elements of due*

process for the Respondent and provided a false sense of bravado that led to these acts of defiance instead of repentance. Also written in the hearing procedures. Look at GOD.

In addition to, the Respondent's attorneys intentionally deceived the Court by claiming the Appellant refused to sign a new lease. A new lease can't be signed if a current lease termination is being "illegally" enforced. Nor providing a hearing in a timely manner. All of this prior to May 19, 2022, phone conversation with the CEO previously written about. Now the Respondent cannot have it both ways. It is totally illogical and is an insult to the Court's intelligence. Again, a serious violation of Rule 1.2, Rule 407, SCACR on behalf of their client § 27-40-220 (1986) *Operating in Good Faith* as officers of the Court they are held to a higher standard to be honest and not waste the Court and the participant's time and resources. Their actions are punitive in nature and make their client legally liable for inflicting emotional and physical distress along with abuse of process.

Hitherto, the attorneys are allowing their client to totally disregard Magistrate Judge Laura Waring's Bond to Stay Order for the then lease amount $583.00 and has been charged each month another rate, $1,091.00, is another violation of the Rules of Professional Conduct of the Court causing distress physically and emotionally. *Supplemental Exhibit* ***6b.*** Carlton Bowers was present in the court for that Bond to Stay hearing. If the officers of the Court aren't respectful to the Orders handed down by the judge, why would any lay person respect it? Also causing emotional and physical distress to experience such total disregard for the law by officers of the court and their client.

If the Court of Appeals is not able to make a determination on the aforementioned proven claims of Carlton Bowers and Theodore Parker III violating Rule 1.2 of the Rules of Professional

Conduct by these officers of the Court via: Rule 501.0 Canon 3 D (2), RJDE, Rule 407, SCACR. *Under Canon 3 D. Disciplinary Responsibilities. (2) A judge who receives information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct contained in Rule 407, SCACR, should take appropriate action. A judge having knowledge* that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects shall inform the appropriate authority.** Appellant is asking for abeyance from the Court to allow the Office of Disciplinary Counsel – Commission on Lawyer Conduct to review for violations by these officers. The dishonest inclusion that the Appellant refused to make any payments, refused to sign a new lease, had a hearing offered with the proper hearing procedures, and only was appealing admissibility of the video recording, and dishonestly claiming Essential Services were completed over a year ago in their fraudulent pleadings to the Court to provide a few more violations that are unconscionable.

The Appellant asserts the right to bring forth the items alleged herein in future proceedings before another court higher than the magistrate as that limit is $7,500.00.

Most of those who were involved in these dastardly deeds for the Respondent with the exception possibly of the chairman of the board are no longer with this entity whether by choice or not. The Respondent's attorneys need to submit and tap out. To GOD Be The Glory!!! The following is submitted because of GOD'S Faithfulness: Not unto us, O LORD, not unto us, but unto thy name give glory, for thy mercy, *and* for thy truth's sake.

The Appellant offered before and offers again. The LORD promises me the following. Ye shall not need to fight this battle: set yourselves, stand ye still, and see the salvation of the

LORD with you, Oh Judah and Jerusalem: fear not, nor be dismayed; to morrow go out against them: for the LORD will be with you.

August 20, 2024

/s/Karen Oliver
Karen Oliver, Pro Se
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410

Supplemental Exhibits

1a. Email June 3, 2022.	Page 3
1b. Hearing procedures from hearing officer	Page 3
2a. Email asking for documentation	Page 4
2b. Email to and from Deputy Director	Page 5
3. Transcript Circuit Court Pages 1, 9	Page 6, 7
4. B.O.C. Meetings 3/23/22 or 8/24/22	Page 6
5. Notice of Civil Appeal page 2	Pages 8, 10
6a. Notices of Rent Adjustment	Page 7
6b. Bond to Stay	Page 16
7. Cardinal Home Inspection	Pages 12
8. Email CEO 11/22/22 through 2/2023	Page 13
9. Email Stephanie Gladden verifying she sent companies to wrong address	Page 15
10. Volmar Consulting Services, LLC results of soil testing at wrong address	Page 15
11. Respondent's Motion to Dismiss Appeal (an "illegal" motion)	Pages 9, 10

Laws Cited

1. WL5944276 (S.C. Ct. App 2023). 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). Page 7
2. 24 CFR § 966.4 (h) (2) (4) (2023) *Lease requirements* Pages 10, 11, 12, 13
3. *24 CFR § 966.4(l)(3) (2023) A notice of lease termination* Page 2
4. 24 CFR *§ 966.51(a)(1) (2001)* Page 4
5. 24 CFR § 966.53 (c)(3)(4) (2016) *Definitions* Pages 8, 15
6. 24 CFR § 966.56 (2016). Pages 3, 4
7. 24 CFR *§ 966.6 Prohibited Lease Items (g) (2017)* Page 6
8. S.C. Code Ann. § 27-40-220 (1986) Obligation of good faith Pages 6, 7, 13
9. S.C. Code Ann. § 27-40-440 (5) (1986) *Landlord to Maintain Premises* Pages 10, 11, 13
10. S.C Code Ann. § 27-40-630 (1986) *Wrongful Failure to Provide Essential Services* Pages 11, 12, 13, 14
11. S. C. Code Ann. § 27-40-910 (1986) Retaliatory conduct prohibited Pages 6, 7, 13
12. Rule Canon 3 D(2), CJC, Rule 501, SCACR. Pages 2, 16, 17
13. Rule 1001, SCRCP Page 15
14. Magistrates Rule 13 Page 8
15. http://www.SCCourts.org/selfHelp/FAQMagistrate.pdf p. 12 *What happens at the trial?* Page 8

Fw: Biased hearing scheduled for June 7, 2022

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

To: sgladden@cchra.net; gmazyck@cchra.net

Date: Friday, June 3, 2022 at 06:53 PM EDT

----- Forwarded Message -----
From: jahlovefirst@yahoo.com <jahlovefirst@yahoo.com>
To: Bryant Sanders <bsanders@cchra.net>
Sent: Friday, June 3, 2022, 06:52:16 PM EDT
Subject: Re: Biased hearing scheduled for June 7, 2022

Thank you. Please make sure all of my requests are met. On a high note, as the rain presently drips in my bedroom in the early stage of this hurricane season, I can say to my family with "Blessed Assurance" help is on the way. They can finally see it **after all of these years of the roof leaking in this house.** The roofing material is outside and prayerfully it will be up to industry standards within the next week. I see the fraudulent and negligent misrepresentations about our residence meeting industry standard when it isn't coming incrementally coming to an end. Hallelujah!

On Purpose For GOD,

Karen Oliver
On Friday, June 3, 2022, 10:32:16 AM EDT, Bryant Sanders <bsanders@cchra.net> wrote:

Good morning,

I will forward your email to the appropriate staff that will be conducting this formal hearing.

I can assure you that I am completely unbiased in the matter; however, at your request I will not be in the informal hearing.

If I can be of further assistance, please let me know.

Bryant M. Sanders PHM, PHOS, HCVPM, HCV-PBV

Deputy Director

Charleston County Housing and Redevelopment Authority

2106 Mount Pleasant Street, Charleston, SC 29403

Exhibit 1a
page 292

Biased hearing scheduled for June 7, 2022

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

To: bsanders@cchra.net

Date: Friday, June 3, 2022 at 10:18 AM EDT

Greetings Bryant Sanders,

Please note the following requests:

1. Cancellation of the biased hearing that is scheduled for June 7, 2022, to be rescheduled
2. Please make available for copy the policy/procedure(s) for hearings along with notification when it is available
3. Removal of yourself from this hearing process as you are in the components of the cause for the hearing

I am requesting for you to acknowledge that you received this email upon receipt. Please let me thank you for your cooperation in complying with the aforementioned requests.

On Purpose For GOD,

Karen Oliver

Exhibit 16 p. 1 of 5

Exhibit 16 Hearing Officer Hearing Procedures

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,

Exhibit D p. 2 of 5 Exhibit 1b Hearing Officer Hearing Procedures

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

Exhibit D p. 39 Exhibit 16 Hearing Officer Hearing Procedures

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 of the monthly rent in an escrow account held by the Charleston County Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Charleston County Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Charleston County Housing Authority's disposition of his grievance in any appropriate judicial proceeding,

4.6 SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Charleston County Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

5.0 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Charleston County Housing Authority does not make the document available for examination upon request by the resident, the Charleston County Housing Authority may not rely on such document at the grievance hearing.

Exhibit 16
Exhibit D Hearing Officer
p. 495 Hearing Procedures

B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;

C. The right to a private hearing unless the resident requests a public hearing;

D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Charleston County Housing Authority or development management relies; and

E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Charleston County Housing Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

A. The Charleston County Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign, readers, accessible locations, or attendants.

B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Charleston County Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

7.0 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Charleston County Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Charleston County Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

Exhibit b Hearing Officer
Exhibit D Hearing Procedures
p. 595

The decision of the Hearing Officer shall be binding on the Charleston County Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Charleston County Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

A. The grievance does not concern Charleston County Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;

B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Charleston County Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

Supp. Exhibit 2a
p. 193

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

Supp. Exhibit 2a
p. 2g 3

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

Sopp. Exhibit 2a p. 3 of 3

RE: Rescheduled Informal Hearing

From: Ginean Mazyck (gmazyck@cchra.net)

To: jahlovefirst@yahoo.com; bsanders@cchra.net; sgladden@cchra.net

Cc: debra.m.dusenbury@hud.gov

Date: Wednesday, June 15, 2022 at 05:27 PM EDT

Good afternoon Ms. Oliver:

I received your letter you emailed Tuesday June 14, 2022. I have attached the letter that was sent to you via certified mail on June 8, 2022, announcing the rescheduled Informal Hearing date:

June 23, 2022; at 10:00 AM in the Joseph Floyd Manor Building Conference Room. Also, to honor your request, the CCHRA Public Housing Department Hearing Policy is included in the letter.

The reason I have attached the 2nd Hearing Notice to this email is to ensure you are aware of the rescheduled hearing. USPS has reported 2 unsuccessful delivery attempts.

Thank you,

Ginean Mazyck
FSS Grants Coordinator
Charleston County Housing and Redevelopment Authority
843-628-4130

From: jahlovefirst@yahoo.com <jahlovefirst@yahoo.com>
Sent: Tuesday, June 14, 2022 1:11 PM
To: Bryant Sanders <bsanders@cchra.net>; Stephanie Gladden <sgladden@cchra.net>; Ginean Mazyck <gmazyck@cchra.net>
Cc: Debra <debra.m.dusenbury@hud.gov>
Subject: Hearing Requests

Please see the attached item. Please let me thank you in advance for your time.

Karen Oliver

Karen Oliver 2nd Hearing Notice.pdf
163.5kB

 Exhibit 2b

Re: Rescheduled Informal Hearing

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

To: gmazyck@cchra.net; bsanders@cchra.net; sgladden@cchra.net

Cc: debra.m.dusenbury@hud.gov

Bcc: koliver01@live.com

Date: Tuesday, June 21, 2022 at 04:03 PM EDT

Please let me thank you for your response. Today I called to inquire if I was put on the agenda for the board meeting for tomorrow and Bryant Sanders was not aware of me being on it. I tried Stephanie Gladden and got no answer. Again, it appears that I have been denied my right to address the board. As discussed on May 19, 2022, with Frank Scott I would have the hearing after the board meeting to which I had requested twice to be put on the agenda. Therefore, I again will have to tell you all that until I am able to be put on the agenda and address the board, I will ask that the hearing not be rescheduled. So, oblige my request as it was assented to on May 19, 2022.

I had submitted my pre-hearing requests to allow everyone enough time to obtain the items. Ginean Mazyck rescheduled another hearing.

Please forward all the requested items from Franklin Scott which should be in my file. The information for the Residents Advisory Board. Please let me know when I can review the agreement between the PHA and HUD. Please forward the data that were requested for Joseph Floyd Manner and scattered housing. Please now include Brighton Place, please provide the number of evictions from 2020, 2021 and 2022 (January - May 2022). Please include all flat rental rate increases for Brighton Place 2020, 2021 and 2022 (January - May 2022). All of which should be made available through the Freedom of Information Act (FOIA).

Otherwise, you may reschedule the hearing only after I am placed on the agenda to address the board and it meets. You may let me know when I can come and view the agreement. You may let me know when I can pick up the requested information that should be in my file, Residents Advisory Board information and the data information in accordance with FOIA. Again, I thank you for your timely response.

Karen Oliver

> On Wednesday, June 15, 2022, 05:27:49 PM EDT, Ginean Mazyck <gmazyck@cchra.net> wrote:
>
> Good afternoon Ms. Oliver:
>
> I received your letter you emailed Tuesday June 14, 2022. I have attached the letter that was sent to you via certified mail on June 8, 2022, announcing the rescheduled Informal Hearing date:

P R O C E E D I N G S

THE COURT: All right. I have read the return. All right. Whose appeal is this? Or who is representing which side?

MS. OLIVER: Judge, I made an appeal after the magistrate judge made her decision, and they (indiscernible) because of a motion because he wants to dismiss my appeal.

MR. BOWERS: Good afternoon, Your Honor. I'm actually Carlton Bowers here on behalf of Charleston County Housing and Redevelopment Authority. Ms. Gladden is with me today. 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.

THE COURT: That's correct.

So it's your appeal, ma'am. Be happy to hear from you.

MS. OLIVER: Okay. Well, he's made -- my appeal is actually -- needs to be scheduled. He just made this motion to dismiss it, so we should be talking about why we're dismissing it, from my understanding of things. Because I can tell you why it should go on with my appeal. And why it should go on with my appeal, one of the things that I'm appealing is the judge's action. The judge, she treated photographs and recordings differently.

lunch, to tell everybody, "Well, we're going to rush through your cases." No. You (indiscernible), and we were willing to come back. She was not willing to do that. Judge (indiscernible) was not willing to do that. And I'm not -- I'm saying that that was wrong because the video was logically relevant, digitally relevant, and it was connected.

And for her to accept one was totally wrong. And it had probative value and very much probative value.

THE COURT: All right.

MS. OLIVER: And, also, Judge, if I could say one more thing. He's going to say that, on that video, that -- when the chairman of the board is saying about no evictions, that that is hearsay. That is not hearsay. It is (indiscernible) of the CCHRA's business. So it's not hearsay. Hearsay would be like if he was telling something that someone else said on that video. But he was speaking for himself and he's speaking in the (indiscernible) of CCHRA video -- business.

And, also, they have put in their -- for the dismissal that the essential services have been done at that unit. No, it has not been completed. I have had to go through eight months of trying to get the septic and wastewater cleaned up. Now, he did get the drain line finally done. For the past six months, I have been trying

to get CCHRA to hear me, that it had not been done properly, that it wasn't even done to my residence. But for the past six months, Judge, it's been like I have no one to hear me. Okay?

Now, when this started, I tried to get my annual review. I did not see that where in their paperwork that they made the adjustments to where I put in my changes in my family household. They did not change that. Judge --

THE COURT: All right, all right, all right --

MS. OLIVER: I didn't even check that --

THE COURT: When I start talking, you stop.

MS. OLIVER: Yes, sir.

THE COURT: 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 may 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. All right?

MS. OLIVER: Thank you, sir.

(The above hearing concluded.)

Supp. Exhibit 4 p. 194

Exhibit C p. 44 of 18

Charleston County Housing and Redevelopment Authority

Improving Lives with Dignity and Pride

August 24, 2022
Board of Commissioners Meeting Minutes

Meeting Called to order by Vice Chairman Patrick King at 12:04 PM

Sandino Moses – announced he would have to leave the meeting early to attend a very important meeting and that our vicechair would take over the meeting.

Mr. Thompson – Prayer

Roll call conducted, the following BOC members were present:
Mr. Sandino Moses
Mr. Curtis Thompson
Mr. Patrick King
Ms. Lane Boris
Ms. Betty Gonzales
Mr. Chris Nungesser

Mr. King – Do we have any visitors? Non announced, I will move along.
Do I have a motion to approve last month's minutes?

Mr. Nungesser: I make the motion to approve the minutes
Mr. Thompson: I second
Mr. King: All those in favor say Aye. (All BOC members said Aye). All those oppose? No one opposed.

Mr. King – now we are going to have the JFM Residential report.
Mr. Thompson – I have been here since Mr. Montez, {sic was CEO, and I have never seen so much work being done around here. I'm very pleased with it. We didn't have a meeting because of COVID, and several have been sick. Bad ones are moving out and new ones are moving in; we have nothing but good to say.
Mr. King – Thank you, are there any questions for Mr. Thompson? Mr. Thompson, thank you for those kind words; I know it goes a long way for staff. Those are glad things to hear. There is a lot of things going on at JFM until we get the new property.

Supp. Exhibit 4
p. 2 of 4

Exhibit C
p. 14 of 18

September 6th, she will be starting. I will reach out to Mr. King and Mr. Sandino to schedule a meeting with yourselves and Ms. Carter.
We talked about the HCV Waitlist Coordinator; it is now on hold; Ms. Colette gave us the budget information and when she says we can move forward we will.
The Accounting Technician, we have Ms. Sims from Staffmark, who has AP experience. We are making sure those we bring on have the experience we need to ensure we are moving the mark forward and not remaining stagnant.
COVID 19 policy, I have it ready for the Board for review and will send it out once we've had a chance to review it.
Meal break policy/compliance, we are nearly 100% compliant; of course, this is assisting us in reducing our bi-weekly wages. Thank you to all the employees for complying with the policy.
Mr. Scott and I had an opportunity to review the first draft of the handbook, there were additional changes we wanted, we have a follow up meeting with her this Friday. Hopefully we will have it ready for the Board to review it with rolling it out in October.
We did send a notice out communicating to the employees we will be returning to the office on September 6th and discussed the cost savings we will realize since they will not have to provide services and monitoring both the business and remote locations.

Mr. King – thank you Ms. Johnson, now we will move the Deputy Director's Report....
Mr. Sanders – We had YARDI Solutions come in, we are looking at having them come in to provide us with software solutions. Some of the members of the staff attended, I think they were really impressed with the demonstration. We are waiting to hear from them about the cost.
We sent out 35 14-day notices for failure to pay rent; this is a 2% decrease from the previous month's total. Rental collection efforts are still going well, I would like to commend Ms. Gladden on that, with meeting with the residents and explaining to pay rent on time. We hope to see this continue to decrease over the next several months.
There were 7 evictions filed for non-payment of rent. We have 5 residents who are waiting on rental assistance which totals about $8,300.00 we are waiting on. With residents waiting on assistance, we are requiring them to pay their current rent; I'm reviewing these accounts often to see how long we are waiting to receive payment from these agencies. I may have to contact these agencies to see what is going on, because in some cases we have been waiting for 4-5 months to receive payment.
We did receive $8,400.00 in rental assistance from Charleston County Social Services and Vincent Depaw on behalf of our residents.
Currently, we have 21 residents on rental repayment agreements totaling $43,691.00. We have 2 residents who have failed to keep their agreement; these two resident's balances is approximately $4,000.00; we have filed eviction on those families.
Our aged accounts payable for 30-90 days past due, totals about $93,000.00; $43,000.00 is on repayment agreements.
Currently, we have 47 vacant apartments; at JFM, we have 14 units, we are preparing these units for occupancy. A lot of work is going on at JFM. We had one unit leased and by the end of the day we will have 3 additional units ready for lease. Our goal is to have these units leased by September 15th.

Supp. Exhibit 4 p. 3 of 4
Exhibit C p. 3 of 8

Charleston County Housing and Redevelopment Authority

Meeting Minutes
March 23, 2022

Opening
The Regular Board of Commissioners Meeting of Charleston County Housing and Redevelopment Authority was called to order at 12:00 pm on March 23, 2022 by Chairman, Sandino Moses.

Prayer was facilitated by Rev. Catheryn Davis

Roll Call

Present
Sandino Moses, Patrick King, Cathryn Davis, Betty Gonzalez, Curtis Thompson, Chris Nungesser and Lane Boris

Absent
None

Visitors
None

Approval of Agenda

The agenda was unanimously approved as distributed.

Approval of Minutes
The minutes of the February 23, 2022, meeting was motioned, seconded and approved as distributed.

Announcements

Supp. Exhibit 4
p. 494

Charleston County Housing and Redevelopment Authority
2106 Mt. Pleasant St., Charleston, SC 29403-3026
(843) 722-1942 TDD (800) 735-2905

We have a few postings both internal and external. We have interviewed the internal candidates, now we are interviewing external candidates. We've had some great response; initially, it was thought we wouldn't have a good response. However, we have candidates who are currently in the various roles.

We have the following positions open:

Sr. HCV Specialist
HCV Specialist
FSS Coordinator
Custodian

I will be posting the facilities manager position this week.

We have the handbook; it is ready for review. I believe is a better book, because it explains things and it removes things that should not have been included. We have some dates available for the BOC to review the handbook, so the board can ask questions and compare the previous handbook to the new handbook.

I sent a COVID 19 Policy to the BOC for review and approval. Unfortunately, COVID is here to stay, and I hope we can review and approve the policy so we can roll it out in November.

Most of the employees have returned to work in the office; we've eliminated the problem of sending residents to the side entrance and not having it staffed appropriately.

Open enrollment begins next month, I have received information from PEBA, and everyone should have received an email from PEBA about Open Enrollment.

Moses: Thank you Ms. Carter for joining CCHRA; it has been the BOC wish to be fully staffed with a CEO, CFO, and HR. It's a lot of work here, the BOC support you.

The BOC will come up with a time to review the handbook collectively; also, with COVID 19 policy. Thank you to the staff for bringing the staff back in to work in the office, because we need to get back to taking care of our clients.

Moving to the Administrative Reports, Mr. Sanders.

Sanders: We had a REAC inspection [sic] a few months ago, we have started addressing the deficiencies; 84% of the deficiencies have been addressed.
We sent out 78 letters to residents for non-payment of rent; 92% have paid their rent prior to the 14-day eviction. We had to move forward with 6 evictions.
For the month we did receive $10,000.00 from different agencies assisting residents to pay their rent. 18 residents are currently on repayment of rent for approximately $37K. One participant didn't pay, we have followed through with eviction; prior to being evicted the resident did move out September 23, 2022.

Supp. Exhibit 5

2022-CP-10-4182

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

FILED
2022 SEP -8 PM 01:09
JULIE J. ARMSTRONG
CLERK OF COURT
BY DC

1945 Chan St.
Johns Island, SC 29455

Supp. Exhibit 6a
p. 1 of 2

CCHRA
2106 Mt. Pleasant Street
Charleston, SC 29403-0000
843-722-1942
Fax: 843-577-6825

Keep

5/25/2021

NOTICE OF RENT ADJUSTMENT
THE CHARLESTON COUNTY HOUSING AUTHORITY

Karen Oliver
1945 Ghana Street

John's Island, SC 29455

Account Number: 131945.02

This is to advise that in accordance with the terms of your lease, a reexamination or redetermination of your family income has been completed and your rent will be adjusted effective 5/1/2021 to $278.00 credit per month by reason of a change in Schedule of Rents and/or your family income or family composition as indicated below:

Former Annual Income - _____	Former Rent - $27.00 credit	Per Month
Present Annual Income - $1,450.00	New Rent - $278.00 credit	Per Month

Present Family Composition 3 Adults 0 Minors

Amount of Retroactive Rent Due $ N/A

This NOTICE OF RENT ADJUSTMENT is presented to you in accordance with the terms and conditions of your lease. Accordingly, this "NOTICE" shall be attached to and made a part of your Dwelling Lease.

All other covenants, terms, and conditions of the lease remain the same, except as to the monthly rental which is adjusted as herein stated, THE CHARLESTON COUNTY HOUSING AUTHORITY.

By _____
HOUSING MANAGER

Supp. Exhibit 6a p. 292

Exhibit B p. 2 of 7

Keep

CCHRA
2106 Mt. Pleasant Street
Charleston, SC 29403-0000
843-722-1942
Fax: 843-577-6825

4/4/2022

NOTICE OF RENT ADJUSTMENT
THE CHARLESTON COUNTY HOUSING AUTHORITY

Karen Oliver
1945 Ghana Street

John's Island, SC 29455

Account Number: 131945.02

This is to advise that in accordance with the terms of your lease, a reexamination or redetermination of your family income has been completed and your rent will be adjusted effective 5/1/2022 to $1,091.00 per month by reason of a change in Schedule of Rents and/or your family income or family composition as indicated below:

Former Annual Income - _____	Former Rent - $583.00	Per Month
Present Annual Income [redacted]	New Rent - $1,091.00	Per Month

Present Family Composition 3 Adults 0 Minors

Amount of Retroactive Rent Due $ NA

This NOTICE OF RENT ADJUSTMENT is presented to you in accordance with the terms and conditions of your lease. Accordingly, this "NOTICE" shall be attached to and made a part of your Dwelling Lease.

All other covenants, terms, and conditions of the lease remain the same, except as to the monthly rental which is adjusted as herein stated, THE CHARLESTON COUNTY HOUSING AUTHORITY.

By _____
HOUSING MANAGER

Supp. Exhibit 66

STATE OF SOUTH CAROLINA	)	**2022CV1011000131**
	)	CIVIL CASE NUMBER
COUNTY OF CHARLESTON	)	**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~~ $583.00 per month, for KNOT's portion of rent, 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 ~~19~~ 21, 2022:

Karen Oliver

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 ~~19~~ 21, 2022

~~JUDGE~~

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

MV125

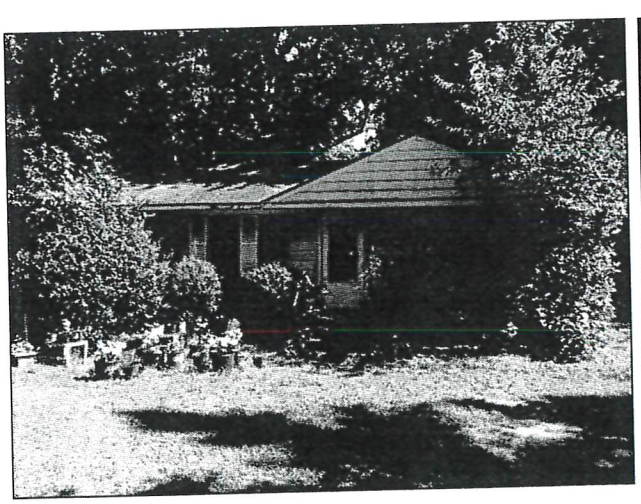
Supp. Exhibit 7

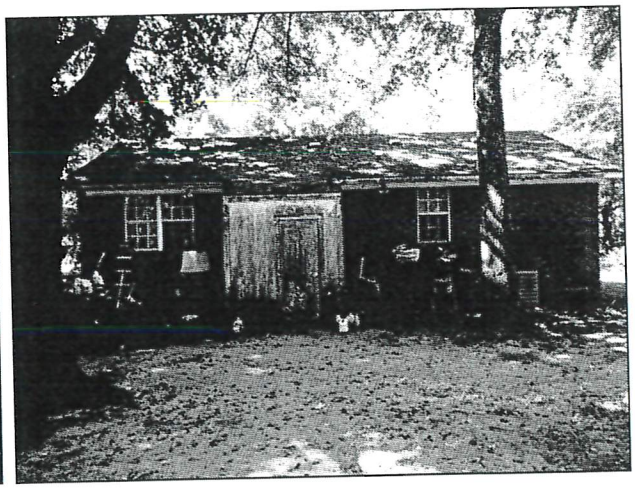
CARDINAL
HOME INSPECTIONS

Inspection Report

Charleston County Housing and Redevelopment Authority

Property Address:
1945 Ghana St
Johns Island SC 29455





Cardinal Home Inspections

Brandon Cassels
3236 Landmark Drive
Suite 112
North Charleston, SC 29418

843-832-5740

Table of Contents

Cover Page 1
Table of Contents 2
Intro Page 3
1 Structural Components 5
2 Exterior 9
3 Roofing 15
4 Plumbing Systems 20
5 Electrical Systems 26
6 Heating 30
7 Central Air Conditioning 32
8 Interiors 37
9 Insulation and Ventilation 44
10 Appliances 46
Summary of Maintenance Repairs 48
Summary of Trade Repairs 51
Agreement 55

Date: 9/27/2021	Time: 12:00:00 PM	Report ID: 2021092627
Property:	**Customer:**	**Real Estate Professional:**
1945 Ghana St Johns Island SC 29455	Charleston County Housing and Redevelopment Authority	

Terms of Inspection and Inspection Report

By accepting the information within this report means you also accept the terms of this report.

This inspection was performed according to standards and practices of the American Society of Home Inspectors (ASHI) and the state of South Carolina Residential Builders Commission. The comments made in this report are based on the condition of the home at time of inspection. As the home ages, the condition of the home and its components are likely to change and some building components will decline.

The purpose of this inspection is to identify and disclose visually *observable* major deficiencies of the inspected systems and items at the time of the inspection only. It is not the purpose of the inspection to determine who is responsible for repairs as this inspection is a disclosure of *visible* observable deficiencies. Detached buildings are not included.

This inspection report is not intended to be technically exhaustive nor is it considered to be a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. Company is neither a guarantor nor insurer. It is highly recommended that licensed competent contractors be used in your repairs or further inspection as it relates to the comments in this report. For a fee, our company can return and review the inspection, or inspect the home again. The inspection company and inspector(s) are not responsible for any discoveries included in this report or not found during the inspection.

THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, THE POSSIBLE PRESENCE OF OR DANGER FROM MOLD, ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, SOIL CONTAMINATION AND OTHER INDOOR AND OUTDOOR SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING F THE ABOVE IS DESIRED.

Any matter concerning the interpretation of this agreement, of the Inspection Report, or any claim based upon either of them shall be subject to mediation between the parties or failing such mediation shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except for the rules pertaining to the arbitrator selection. The three (3) arbitrators should have knowledge of the home inspection industry and one arbitrator must be a member of ASHI with at least five (5) years of Home Inspection experience.

The inspection service was conducted physically at the property. The physical on-site inspection of the property is a very valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client attends and participates in the inspection process itself, the Client will have no chance of gaining all of the information that is offered.

The Inspectors and/or Inspection Company's liability is not to exceed the cost of the inspection. The inspector and/or Inspection Company are not liable for items discovered or not discovered before, during, or after the inspection.

A copy of this report and photos is supplied to the client and their representative.

If you're reading this report but did not hire Cardinal Home Inspections, to perform the original inspection, please note that it is likely that conditions related to the home have probably changed, even if the report is fairly recent. Just as you cannot rely on an outdated weather report, you should not rely on an outdated inspection report. Minor problems noted may have become worse, recent events may have created new issues, and items may even have been corrected and improved. Don't rely on old information about one of the biggest purchases you'll ever make. Remember that the cost of a home inspection is insignificant compared to the value of the home. Protect your family and your investment, and please call me directly at (843) 832-5740 to discuss the report you're reading for this property so that we can arrange for a re-inspection. Thank you!

Surpervisor:	Inspectors Present:	Age of Home:

Rodney Whitehouse (License# RBI-1223)

Brandon Cassels

Over 30 years

Manufactured Home:
No

Client Is Present:
No

Weather:
Clear

Mold Test:
No

Water Test:
No

Rain in last 3 days:
No

Outside Temperature:
75-80 Degrees

Radon Test:
No

Asbestos Test:
No

Lead Based Paint Test:
No

Summary of Maintenance Repairs

Cardinal Home Inspections

3236 Landmark Drive
Suite 112
North Charleston, SC 29418

843-832-5740

Customer
Charleston County Housing and Redevelopment Authority

Address
1945 Ghana St
Johns Island SC 29455

The following items or discoveries indicate that these systems or components are items that can typically be **corrected by handyman or in many cases by the homeowner.** This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

2. Exterior

2.0 WINDOWS

Inspected

Shutters need prep and paint .

2.1 DOORS (Exterior)

Inspected

(2) Side entry door has minor wood rot to the trim , repair is needed.

The door is starting to corroded , recommend prep and paint.

2.5 WALL CLADDING FLASHING AND TRIM

Inspected

(1) Rear utility room and front sided area need prep and paint.

2.6 EAVES, SOFFITS AND FASCIAS

Inspected

(1) Soffit needs to be sealed where hvac lines enter the eave.

(2) Fascia and soffit need prep and paint. Some wood rot is present and will need to be replaced.

3. Roofing

3.3 ROOF COVERINGS

Inspected

(2) Tree limbs that are in contact with roof or hanging near roof should be trimmed.

4. Plumbing Systems

4.0 INTERIOR DRAIN, WASTE AND VENT SYSTEMS

Inspected

(1) Sink drain stopper needs repair in the Hall Bath

(3) DRain stopper is disconnected and was slow to drain, repair is needed.

5. Electrical Systems

5.3 ELECTRICAL IN UNFINISHED SPACES (attic, crawlspaces, etc.)

Inspected

Attic light was inoperable , recommend replace bulb and test for proper function.

5.8 EXTERIOR LIGHTS, OUTLETS, AND FIXTURES

Inspected

(2) Doorbell did not work when tested, recommend repair.

5.10 SMOKE DETECTORS

Inspected

Smoke detectors are over ten years old should be replaced every ten years

8. Interiors

8.3 WINDOWS (REPRESENTATIVE NUMBER)

Inspected

Several windows on the rear of the home have a broken thermal seal. Condensation may begin to form in between the panes and clouding may occur. Repair would involve re-sealing the window or replacing this sash.

8.4 DOORS (REPRESENTATIVE NUMBER)

Inspected

Bath room and Laundry room doors needs adjustment to close properly.

8.5 COUNTERS AND A REPRESENTATIVE NUMBER OF CABINETS

Inspected

(1) Cabinet above the stove is damaged and open to the attic, recommend repair.

(2) Kitchen cabinets and counter top have cosmetic damage.

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge http://www.HomeGauge.com : Licensed To Rodney Whitehouse

Summary of Trade Repairs

Cardinal Home Inspections

3236 Landmark Drive
Suite 112
North Charleston, SC 29418

843-832-5740

Customer
Charleston County Housing and Redevelopment Authority

Address
1945 Ghana St
Johns Island SC 29455

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling;** or **warrants further investigation by a specialist, licensed tradesman,** or **requires subsequent observation.** This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

1. Structural Components

1.2 ROOF STRUCTURE AND ATTIC

Inspected

The roof truss system has been modified. One areas of webbing have been cut or removed attic.

- Building codes require that any field modifications to the roof truss system must have engineer approval (*ref.* 03 IRC 802.10.4 and 97 UBC 2320.1).

1.6 FLOORS (Structural)

Inspected

(2) Floor joist was cut under the bathroom. Repair is needed.

2. Exterior

2.1 DOORS (Exterior)

Inspected

(1) Utility room door and frame is deteriorated , recommend replace.

2.5 WALL CLADDING FLASHING AND TRIM

Inspected

(2) Siding has moisture damage on the front gable . Repair is needed.

3. Roofing

3.0 SKYLIGHTS, CHIMNEYS AND ROOF PENETRATIONS

Inspected

Exposed nail heads on vent flashing need to be replaced.

3.3 ROOF COVERINGS

Inspected

(1) The shingles are in the last few years of there life expectancy. The tabs are starting to curl and the shingle adhesion is beginning to fail. Moisture damage is visible at the left front corner. There are numerous areas where shingles are missing or damage from tree limbs. Roof replacement is recommend due to the amount of repairs that are needed.

4. Plumbing Systems

4.2 EXTERIOR PLUMBING FIXTURES

Inspected

Hose-Bib located at front of home has a damaged knob.Repair is needed.

4.3 DRAIN/WASTE SYSTEMS IN UNFINISHED SPACES (crawlspace, attic, etc.)

Inspected

(1) Fittings is cracked at the waste line under the bathroom area . This area can leaks , recommend repair.

(2) Waste line has upwards slope under the laundry room , this can cause poor drainage , repair is needed.

4.5 HOT WATER SYSTEMS, CONTROLS, CHIMNEYS, FLUES AND VENTS

Inspected

(2) T&P (Temperature and Pressure) relief valve on water heater is PVC material (not allowed for hot water). Material must be Copper, Galvanized, CPVC, PEX or Poly . Thermal expansion tank is missing , recommend repair.

5. Electrical Systems

5.0 SERVICE AND GROUNDING EQUIPMENT, MAIN OVERCURRENT DEVICE, MAIN AND DISTRIBUTION PANELS

Not Inspected

Main service panel should have a working space clearance of 3' in front of the panel, 6-1/2' from the the floor, and 30" on the sides of the panel. (see diagram) As a result the panel could not be inspected.

5.4 CONNECTED DEVICES AND FIXTURES (Observed from a representative number operation of ceiling fans, lighting fixtures, switches and receptacles located inside the house)

Inspected

(1) Light switch in the right front bedroom needs to be replaced.

(2) Could not determine the function of one switch at the front entry door.

(3) Outlet to the right of the stove was inoperable, recommend repair or replace as needed.

5.8 EXTERIOR LIGHTS, OUTLETS, AND FIXTURES

Inspected

(1) Exterior outlets were not tripped since panel was inaccessible to reset GFCI

7. Central Air Conditioning

7.1 CENTRAL AIR COOLING AND AIR HANDLER EQUIPMENT

Inspected

(2) Tree roots are causing the outside condenser to sit un level and the unit is vibrating while in operation. Recommend repair

(3) The drain pan is full is full of water and rusted . A licensed HVAC contractor should further evaluate the cause of the defect and repair or replace as needed.

7.2 DISTRIBUTION SYSTEMS (including fans, pumps, ducts and piping, with supports, insulation, air filters, registers, radiators, fan coil units and convectors)

Inspected

(1) Foam insulation sleeve needs repair at low pressure line in attic to prevent condensation from dripping on ceiling.

(2) There is mold/mildew and rust on the supply registers . This is typically found with irregular operation of the hvac system . Recommend having the ducts professionally cleaned.

8. Interiors

8.1 CEILINGS

Inspected

Ceilings are damage at numerous areas in the home . All stains were tested and no active leaks were present at the time of the inspection . Repairs are needed to the damaged ceiling.

8.2 WALLS

Inspected

Wall in the bath room has active moisture damage . Recommend further evaluation to determine the source of the moisture and repair or replace as needed.

8.8 REPORT IF MOLD DISCOVERED

Inspected

Signs of mold are present in the bathroom, windows and ceilings at various areas . We did not inspect, test or determine if this mold is or is not a health hazard. There is an additional charge for this testing.

9. Insulation and Ventilation

9.4 VENTING SYSTEMS (Kitchens, baths and laundry)

Inspected

Bath fan and light were inoperable, recommend repair or replace as needed.

10. Appliances

10.3 RANGE TOP VENTILATION

Inspected

The range ventilation did not work when tested , repair or replace is needed.

Prepared Using HomeGauge http://www.HomeGauge.com : Licensed To Rodney Whitehouse

Supp Exhibit 8

Exhibit 4
p. 1 of 5

RE: 1945 Ghana Street, Johns Island, SC 29455

From: Frank Scott (fscott@cchra.net)

To: [redacted]st@yahoo.com

Cc: sgladden@cchra.net

Date: Friday, January 20, 2023 at 04:25 PM EST

Good afternoon, thank you for speaking with me regarding your concerns today. The matters stated below will be investigated and we will work to correct the deficiencies as they are identified. Thank you and have a great weekend.
Sincerely,

Franklin Scott
Chief Executive Officer
Charleston County Housing and Redevelopment Authority
2106 Mount Pleasant Street , Charleston SC 29403
843-628-0728
fscott@cchra.net
www.cchra.net

From: [redacted]yahoo.com <[redacted]@yahoo.com>
Sent: Friday, January 20, 2023 3:48 PM
To: Frank Scott <fscott@cchra.net>
Cc: Stephanie Gladden <sgladden@cchra.net>
Subject: Re: 1945 Ghana Street, Johns Island, SC 29455

Second Requests to F. Scott and FourthRequests to S. Gladden

Greetings Franklin Scott,

Your refusal to answer my requests for you to look into the matter concerning the continued health and safety issues. I am giving you 24 hours to respond, or I will consider it a willful act of negligence on the part of CCHRA. I have alerted your staff member Stephanie Gladden that no landscaper, nor soil tester came to my residence. However, SCDHEC did return unannounced. I have been victimized by your staff's incompetency rather intentional or not. I had to deal with wastewater for over two months flowing in the immediate back area. The rudeness of your contracted plumbing company. I have had your staff falsely accused me while libel and slandering me to you and others. I have requested to Stephanie Gladden that I would like a

843-628-0728
fscott@cchra.net
www.cchra.net

From: jahlovefirst@yahoo.com <jahlovefirst@yahoo.com>
Sent: Friday, January 20, 2023 3:48 PM
To: Frank Scott <fscott@cchra.net>
Cc: Stephanie Gladden <sgladden@cchra.net>
Subject: Re: 1945 Ghana Street, Johns Island, SC 29455

Second Requests to F. Scott and FourthRequests to S. Gladden

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I look forward to hearing from you about my requested meeting with your legal counsel. GOD Is On The Move!!!

Karen Oliver
(843) 303-3410

On Friday, January 13, 2023 at 05:14:26 PM EST, jahlovefirst@yahoo.com <jahlovefirst@yahoo.com> wrote:

Mr. Scott,

Once again, I am dealing with incompetency or just dishonesty. No landscaper or soil tester came to my residence. SCDHEC did show up unannounced, but no other entity. Please see my requests made to Stephanie Gladden who has not honored my requests. It is time for her to repent. GOD Is On The Move!

Thank you,

Karen Oliver

----- Forwarded Message -----
From: jahlovefirst@yahoo.com <jahlovefirst@yahoo.com>
To: Stephanie Gladden <sgladden@cchra.net>

On Friday, February 3, 2023 at 05:11:31 PM EST, Frank Scott <fscott@cchra.net> wrote:

Thank you for your patience and cooperation. We will continue our efforts to improve. Have a great weekend.

Sincerely,

Franklin Scott
Chief Executive Officer
Charleston County Housing and Redevelopment Authority
2106 Mount Pleasant Street , Charleston SC 29403
843-628-0728
fscott@cchra.net
www.cchra.net

From: jahlovefirst@yahoo.com <jahlovefirst@yahoo.com>
Sent: Friday, February 3, 2023 11:59 AM
To: Frank Scott <fscott@cchra.net>
Subject: Re: 1945 Ghana Street, Johns Island, SC 29455

Greetings Franklin Scott,

I did contact SCDHEC. You are going to be very disturbed with yourself for not listening to your resident. I have been trying to inform you that no landscaper or soil tester has been to my residence. I will find the contact information for Sam Bowers since you and Stephanie Gladden refused to provide it for me. I told you before that Stephanie Gladden needs to repent now, I include you in that. I told you all before that you are causing me health issues with this undue stress. I have been trying to recover from the effects of the drunk driver hitting me and your agency continues to cause more and more. I even sent a Cease-and-Desist letter to avoid any further incidents, but to no avail. I will take your advice and seek out more legally maybe it will help other residents including myself.

On purpose for GOD

Karen Oliver

On Friday, February 3, 2023 at 11:33:46 AM EST, jahlovefirst@yahoo.com <jahlovefirst@yahoo.com> wrote:

Greetings Franklin Scott,

I just got off the telephone with you. You informed me that you were being provided information contrary to my claims that no landscaper and soil tester has been to my residence. You informed me that I should contact DHEC. You informed me that I have a right to take legal action. I asked for Mr. Bowers contact information, and you refused to provide it. I informed you of the previous Retaliation and Intimidation that I experienced and had requested investigations into those incidents. I asked for the results of those investigations, but you acted as if you had no clue. Therefore, you ignored those previous requests made to you for looking into the violations of my rights. You had nothing further to say to me after I told you that your employee is not telling you the truth. This incident should have

been resolved well before now it has been 6 soon to be 7months. Again, it breaches your own words to me and HUD. Your agency misrepresented the information provided to SCDHEC and others.

On purpose for GOD

Karen Oliver

On Friday, February 3, 2023 at 10:50:10 AM EST, jahlovefirst@yahoo.com <jahlovefirst@yahoo.com> wrote:

Greetings Franklin Scott,

I am submitting this to you in an attempt to ascertain the results of the request for an investigation into why there was no landscaping work or soil testing done as claimed by Stephanie Gladden. Today makes two weeks since the request was made to you and to date, I have not received the results. As this concerns a health and safety issue that has been ongoing since September 5, 2022, and it is February 2, 2023. It is **6-7** months and still no final resolution. How cumbersome could it be to determine whether or not Stephanie Gladden did as she claimed in having the landscaper and soil tester come to perform the contracted work at my residence? I can make this guarantee you that they did not. So, gaslighting and dishonesty won't work. I have experienced cruel and unusual punishment from an agency which proffers that it cares about the health and safety conditions of its properties managed. Your own words from your letter to me has even been compromised/breached by the lack of follow thru that was offered. I accepted in good faith that you would honor your words that you even sent to HUD.

I am also requesting the results of the investigations that you were supposed to have completed into the Retaliation and Intimidation that I reported to you in May 2022. Since then, I have experienced many defamations through libel and slander. Perjury and both negligent and fraudulent misrepresentations. Your staff did not follow CCHRA's policies and procedures in more than one area.

Please provide me with your legal representative's contact information. I look forward to hearing from you with the aforementioned requested items within 24 hours as it has been an unreasonable passage of time without proper action taking place under your leadership all to which I made you knowledgeable of continuously. The Cease and Desist that was sent to CCHRA (Board, Franklin, Sanders, Gladden) continues to be violated.

On Purpose for GOD

Karen Oliver

On Friday, January 20, 2023 at 04:25:59 PM EST, Frank Scott <fscott@cchra.net> wrote:

Good afternoon, thank you for speaking with me regarding your concerns today. The matters stated below will be investigated and we will work to correct the deficiencies as they are identified. Thank you and have a great weekend. Sincerely,

Franklin Scott
Chief Executive Officer
Charleston County Housing and Redevelopment Authority
2106 Mount Pleasant Street . Charleston SC 29403

Supp. Exhibit p. 9 of 2

1924 Ghana Street, Johns Island, SC 29455

Yahoo/Inbox

Stephanie Gladden
From:
sgladden@cchra.net
To:
jahlovefirst@yahoo.com
Cc: Frank Scott,
Dusenbury, Debra M

Mon, Nov 28, 2022 at 4:29 PM

Good afternoon,

Concept Landscaping will be out tomorrow to rake the leaves in the backyard.

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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EQUAL HOUSING OPPORTUNITY

Stephanie Gladden
sgladden@cchra.net
+ Add to contacts

 Supp. Exhibit 9 p. 2 of 2

1924 Ghana Street, Johns Island, SC 29455

From: Stephanie Gladden (sgladden@cchra.net)

To: jahlovefirst@yahoo.com

Cc: fscott@cchra.net; Debra.M.Dusenbury@hud.gov

Date: Monday, November 28, 2022 at 04:29 PM EST

Good afternoon,

Concept Landscaping will be out tomorrow to rake the leaves in the backyard.

Thank you,
Stephanie N. Grant-Gladden, PHM
Public Housing Manager
Charleston County Housing & Redevelopment Authority
2106 Mt. Pleasant Street
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Supp. Exhibit 10

VOLKMAR CONSULTING SERVICES, LLC
Environmental • Facilities • Materials



Report of Environmental Soil Testing
1924 Ghana Street
Johns Island, South Carolina 29455

Prepared For:

Ms. Stephanie N. Grant-Gladden
Charleston County Housing & Redevelopment Authority
2106 Mt. Pleasant Street
Charleston, South Carolina 29403

Prepared By:
Thomas E. Volkmar, PE

VOLKMAR CONSULTING SERVICES, LLC
PO BOX 2485
GOOSE CREEK, SOUTH CAROLINA 29445

December 20, 2022
VCS Project 22-3300

MEMBER FIRM OF THE INVESTIGATIVE ENGINEERS ASSOCIATION
IEA ENGA OF CHARLESTON

VOLKMAR CONSULTING SERVICES, LLC
Environmental • Facilities • Materials

December 20, 2022

Ms. Stephanie N. Grant-Gladden
Charleston County Housing & Redevelopment Authority
2106 Mt. Pleasant Street
Charleston, South Carolina 29403
Transmitted via email: sgladden@cchra.net

Subject: **Report of Environmental Soil Sampling**
1924 Ghana Street
Johns Island, South Carolina 29455
VCS Project Number 22-3300

Dear Ms. Gladden:

We are pleased to submit this report of our environmental soil sampling at the subject site. The purpose of this phase of our professional services was to investigate the soil after a reported release from a septic tank located in the rear of the home by analytical testing of the soil.

PROJECT INFORMATION
Volkmar Consulting Services, LLC (VCS) understands that you reported that there was a septic release from a septic system located at the rear of the home. You also asked that we perform soil sampling to evaluate if fecal coliform is present in the soil of the subject site. Fecal coliform is indicative of human waste and is not a result of other fecal type materials and would likely be related to impact to materials from a septic release. We were requested to investigate the soil using the analytical techniques and to provide our general professional opinions. It should be noted that our testing was limited to the evaluation of the fecal coliform in the rear of the home near the reported septic system.

The subject site is located at 1924 Ghana Street in Johns Island, South Carolina.

Mr. Tyler Armentrout of VCS visited the site on December 7, 2022. During the site visit, we observed the exterior of the structure and the rear yard. VCS observed and collected photographs of noteworthy observations of the subject site and of the testing.


View of the area of the yard in the rear of the home.


Another view of the yard in the rear of the home.

PO BOX 2485 • GOOSE CREEK • SOUTH CAROLINA • 29445
(843) 900-5642
INFO@VOLKMARCONSULTING.COM

MEMBER CHAPTER OF THE INVESTIGATIVE ENGINEERS ASSOCIATION
HENGA OF CHARLESTON

This report presents our understanding of the project, a summary of our observations, an evaluation of the data, and our professional opinions/general recommendations.

DATA COLLECTION AND OBSERVATIONS

During our observations of the exterior of the structure at the subject site, we were specifically investigating the soils in the back yard of the subject site. VCS collected soils to be analyzed in accordance with method SM 9221 A.3/9221. The sample was collected and taken to Access Analytical in Irmo South Carolina to be analyzed. The soil samples were collected and transported to Access Analytical in Irmo, South Carolina on the same day of collection to be analyzed within the appropriate testing time allowed. Table 1 below indicates a reporting limit for Fecal Coliform of 3 MPN/gm using the method. The soils collected at the rear of the home had a level of 311 MPN/gm which is orders of magnitude higher than the reporting limit.

Table 1: Fecal Coliform

Parameter	Result	Reporting Limit	Units
Fecal Coliform	311	3	MPN/gm

PROFESSIONAL OPINIONS AND RECOMMENDATIONS

VCS applied the Scientific Method and recognized the need as requiring soil testing to determine if fecal coliform was present in the rear of the home from a septic release. VCS collected data relative to the septic release in the rear of the subject site.

VCS did encounter soil samples with fecal coliform levels indicative of soil impact from human waste. The result was several orders of magnitude above the reporting limit. Removal of the soil above and around the septic tank will likely need to take place in order to repair or replace the septic tank in the rear of the home. The area of the soils around the septic tank should be removed and replaced with a minimum 6-inch new soil cap after the repair or replacement of the septic tank.

REPORT QUALIFICATION

Our evaluation of the observations is based on our understanding of the site and project information and the data obtained in our assessment. The general conditions utilized in our evaluation are based on interpolation of composited data and our observations. In evaluating the field and collected data, we examined previous correlations between data in conditions similar to those at this site. The discovery of any site or conditions during site activities, which deviate from the data outlined in this assessment, should be reported to us for our evaluation. This cause and origin assessment was performed using the degree of skill and care ordinarily exercised under similar conditions by reputable members of VCS's profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended and the same are specifically disclaimed.

Our report is intended for the addressee only and is based on agreed on contract including the included Terms and Conditions. Others may not rely on this report without first entering into a written agreement with VCS to define the Terms and Conditions of reliance.

CLOSING

VCS appreciates the opportunity to have provided you with our mold consulting services. We would be glad to discuss any of the results contained in this report, at your convenience. If there are any questions concerning this report or results, please contact us.

Sincerely,
Volkmar Consulting Services, LLC

Tyler J. Armentrout
Engineering Technician

Thomas E. Volkmar, PE
President/Principal Engineer
SC Professional Engineer Registration 27827

Attachments:
Certificate of Analysis
Chain of Custody

Attachments

Davis & Brown

PO Box 15038
Quinby, SC 29506
(843) 665-6746 FAX: (843) 629-1444

Certificate of Analysis

Client:	ACCESS ANALYTICAL 15 THAMES VALLEY ROAD IRMO, SC 29063	**South Carolina Certification Number: 21117**	
Contact:	ASHLEY AMICK	**Receipt Date:**	08-Dec-22
Client #:	941	**Report Date:**	16-Dec-22
Sample Date:	07-Dec-22		
SDG #:	SDG-151908	**Approved By:**	Scott Fields Lab Director

Parameter		Result	Reporting Limit	Unit	Method	Flag	Date	Time	Analyst
LSID-335221	**SS-1**								
Fecal Coliform		311	3	MPN/gm	SM 9221 A.3/9221		12/8/2022	13:22	LM
Percent Solids		77.3	0.1	wt%	SW846 3540		12/9/2022	12:46	CB

Access Lab Report #:
Sub Lab (if applicable): / Sub Report #:
Client Purchase Order #:
Access Estimate #:

Access Analytical, Inc.

Access Analytical, Inc.
15 Thames Valley Rd. * Irmo, SC 29063
Phone: 803-781-9249 / Fax: 803-781-4303 / www.axs-inc.com
SCDHEC Lab Certification # 32513
NELAC Lab ID # E87134S

Chain of Custody Record

159908

| | | |

Access Lab Report #:
Sub Lab (if applicable): / Sub Report #:
Client Purchase Order #:
Access Estimate #:

Access Analytical, Inc.

Access Analytical, Inc.
15 Thames Valley Rd. ~ Irmo, SC 29063
Phone: 803-781-4243 / Fax: 803-781-4303 / www.axs-inc.com
SCDHEC Lab Certification # 32571
NELAC Lab ID # E871145

Chain of Custody Record

Client:	Volkman Consulting Services
Attn:	
Address:	110 Bugle Dr
City:	Goose Creek
State:	SC
Zip Code:	29445
Phone:	843-693-2221
Fax:	
Email:	tom@volkmanconsulting.com
Project Name:	1924 Gaibana St
Sampled By (Signature):	T. Armentrout

Preservatives (see codes):
Bottle Types (see codes):

REQUESTED LAB ANALYSIS: Fecal Coliform

Preservative Codes / Matrix Types

*Preservative Codes:
A = None, B = HCl, C = HNO3, D = H2SO4, E = NaOH, F = Ascorbic Acid, G = Sodium thiosulfate, H = NaOH & ZnAc, I = NaOH/ZnAc, J = NaPO3, K = cooled to ≤6°C, L = Cooled to ≤10°C, M = Encore, N = Methanol Preserved, O = Sodium Bisulfate, P = Hexane, Q = Deionized Water, R = Perchloric Acid, S = TCLP Acetic/Buffer, T = Ammonium Acetate, U = Zinc Acetate, V = Ascorbic Acid / HCl, W = EDA

*Matrix Codes:
GW = ground water, WW = waste water, DW = drinking water, SW = surface/storm water, S = soil, SL = sludge, A = air, NP = industrial waste, O = other (specify in comments section)

*Program Area Codes:
CWA = Clean Water Act (for wastewaters), SDWA = Safe Drinking Water Act (for drinking water), SHW = Solid and Hazardous Wastes (for soils, ground waters and waste samples)

*Container Type: G = Glass, P = Plastic

Lab ID	Sample Name:	Date Collected:	Time Collected:	Chlorine (Circle)	Matrix (see codes)	Program Area (see codes)	Total # Containers		Notes / Comments
	SS-1	12/7/22	0730				1	1 Container per Pack = 1	
								1 Container per Pack = 1	
								1 Container per Pack = 1	
								1 Container per Pack = 1	
								1 Container per Pack = 1	
								1 Container per Pack = 1	
								1 Container per Pack = 1	
								1 Container per Pack = 1	
								1 Container per Pack = 1	

Turnaround Time Requested:		Project Location:		Relinquished By:	Received By:	Date:	Time (24hr):	Samples Received on Ice:
Standard	X	SC	X	T. Armentrout	Krystan Singleton	12/7/22	1010	Y N N/A
Rush		NC		Krystan Singleton	FedEx	12/7/22	1700	Y N N/A
*Date Required:		Other (Specify):		FedEx				Y N N/A
Rush turnaround time will be based on date received. Weekend TAT is 2 full business days.								Y N N/A

Chain of Custody Page 1 of 1

Received in lab by: _____

Sample Temp. Received in Lab: _____ (°C)
Ref: RT1 Ref: RT2

White Copy: Lab original / Canary Copy: Client Copy

NOTE: Relinquishing samples via this Chain of Custody document constitutes client acceptance of Access Analytical terms and conditions.

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p. 197

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STATE OF SOUTH CAROLINA **COUNTY OF CHARLESTON** KAREN OLIVER, Defendant - Appellant, vs. CHARLESTON COUNTY HOUSING & REDEVELOPMENT AUTHORITY, Plaintiff - Respondent.	**IN THE COURT OF COMMON PLEAS** **CASE NO.: 2022-CP-10-4182** **RESPONDENT CHARLESTON COUNTY HOUSING & REDEVELOPMENT AUTHORITY'S MOTION AND MEMORANDUM IN OPPOSITION TO KAREN OLIVER'S APPEAL**

I. MOTION

COMES NOW, CHARLESTON COUNTY HOUSING & REDEVELOPMENT AUTHORITY ("CCHRA"), by and through its attorneys of record, CARLTON D. BOWERS and THEODORE PARKER, III, of the law firm of PARKER NELSON & ASSOCIATES, CHTD., and does hereby respectfully object to Karen Oliver's Appeal and moves to dismiss said appeal as to Respondent, CCHRA, as the claims asserted by Karen Oliver do not support reversal of the Magistrate's ruling.

II. MEMORANDUM

Respondent CCHRA submits this memorandum of law in support of the above motion. The claims asserted by Karen Oliver are insufficient to support reversal of the Magistrate's ruling and CCHRA therefore asks that the appeal be denied.

A. Statement of Facts

The most recent Residential Dwelling Lease Agreement ("Lease") governing this matter was signed on April 30, 2020 by Karen Oliver for 1945 Ghana Street. Mag. Ret. 32-45. On August 11, 2022 CCHRA filed for an application of ejectment regarding Appellant. Mag. Ret. 1.

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p. 297

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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. Mag. Ret. 3. Under Section 2 of the Lease, Appellant and CCHRA agreed to a rental amount of $583.00 per month. Mag. Ret. At 31. 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. Mag. Ret. at 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." Mag. Ret. 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. Mag. Ret. at 1.

On September 8, 2022, the Magistrate entered an order of eviction based upon the evidence presented at the Ejectment proceeding. Mag. Ret. 3. The same day, the Appellant filed her appeal with the Circuit Court. See Mag. Ret. at 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 that the judge refused to listen or view a recording of an interview with CCHRA's chairman, Mr. Sandino Moses. Mag. Ret. 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." Mag. Ret. 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. CCHRA appeared at the hearing and presented seven Exhibits regarding the eviction process. The Notice of the hearing gave the

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p. 387

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Appellant Form SCCA733B which gave notice for the instructions for eviction hearings including "it is the parties' responsibility to bring any witnesses or other evidence they want the court to consider." Mag Ret. 1. The Appellant testified that 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. Mag. Ret. 3. Appellant admitted that she had "not paid any amount of the rent that was due." *Id.*

Based upon the documents, the Magistrate made a ruling form the Bench. Mag. Ret. 3. The Magistrate stated that 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.

III. LAW AND ANALYSIS

A. Oliver's Appeal Should Be Denied

South Carolina Code of Laws Section 18-7-170 reads "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."

Judge Waring's Return correctly summarizes the events that took place leading to the Appellant's writ of eviction. 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. Further, Ms. Oliver only asserts in her appeal that Judge Waring was in error for failing to consider hearsay video evidence. Appellant contends that the judge was in error for failing to

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allow the evidence based upon relevance. Appellant contends that the video was excluded since CCHRA representatives had no knowledge of the video, making it not relevant. Mag. Ret. at 16.

B. The Video Was Not Relevant And Was Properly Excluded

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. 401. Evidence which is not relevant is not admissible. S.C.R.E. 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. 403.

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, 533 S.E.2d 325 (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, 401 S.E.2d 146 (1991). 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). 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).

Appellant intended to introduce video evidence of Chairman of Charleston County Housing and Redevelopment Authority Mr. Sandino Moses regarding evictions during COVID. See Mag. Ret. at 2. The Chairman was interviewed by a local online personality Mr. Quintin Washington. *Id.* Appellant claims that the video was an offer that CCHRA was not going to evict

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any tenants during COVID, and that Appellant accepted the offer. Mr. Sandino's comments were made regarding those that could not make payments during the pandemic. The Magistrate found that "Landlord/Respondent's objections to relevancy were sustained." Mag. Ret. 2. Therefore, the thirty-six-minute interview was excluded.

Regardless of the video, Ms. Oliver simply withheld rent. Any claim of loss of use or enjoyment was addressed by members of CCHRA and corrected in a timely fashion. Therefore, Ms. Oliver's claims regarding any evidence excluded by the court below would not benefit her claims against CCHRA. Instead, the Magistrate ruled upon the facts before the court, and shielded itself from a video that would have substantially outweighed the issues before the court and would have prejudiced CCHRA.

V. CONCLUSION

Ms. Oliver has not provided any evidence supporting reversal of the Magistrate's decision. There are not factual or legal grounds advanced by Ms. Oliver that support reversal. Ms. Oliver's only contention is that a video was improperly excluded as evidence in the matter below. The Magistrate properly excluded the video evidence as overly prejudicial and substantially outweighing the facts of the matter. Based on the foregoing, Ms. Oliver's appeal should be denied.

DATED this 16th day of March, 2023.

PARKER NELSON & ASSOCIATES, CHTD.

s/Carlton D. Bowers
Carlton D. Bowers [SC Bar # 101677]
Theodore Parker, III [SC Bar # 65348]
320 Broad Street, Suite 240
Charleston, SC 29401
Phone: (843) 727-2500
Fax: (843) 727-2599

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p. 697

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Email: cbowers@pnalaw.net
Email: tparker@pnalaw.net

Attorneys for Plaintiff /Respondent
Charleston County Housing & Redevelopment Authority

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p. 797

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CERTIFICATE OF SERVICE

I hereby certify that I have this 16th day of March, 2023, served a copy of **RESPONDENT CHARLESTON COUNTY HOUSING & REDEVELOPMENT AUTHORITY'S MOTION AND MEMORANDUM IN OPPOSITION TO KAREN OLIVER'S APPEAL**, enclosed herein, upon all parties to these matters by delivering a true copy of same via U.S. Mail, addressed as follows:

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
Defendant/Appellant Pro Se

s/Jamie L. Tyson
An employee of PARKER NELSON & ASSOCIATES, CHTD.

RECEIVED
Aug 26 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,

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PROOF OF SERVICE

I certify that I have served a copy of the Motion Part Two on Charleston County Housing and Redevelopment Authority by depositing a copy of it in the United States Mail, postage prepaid, on August 26, 2024, addressed to Attorneys Theodore Parker III and a copy sent to Carlton Bowers of Parker Nelson and Associates, CTHD 320 Broad Street Suite 240 Charleston, SC 29401.

August 26, 2024

/s/ Karen Oliver
Karen Oliver, Pro Se
1945 Ghana Street
Johns Island, S.C. 29455
(843) 303-3410

RECEIVED
Aug 26 2024
SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
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APPEAL FROM CHARLESTON COUNTY
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August 26, 2024

/s/ Karen Oliver
Karen Oliver, Pro Se
1945 Ghana Street
Johns Island, S.C. 29455
(843) 303-3410

RECEIVED
Aug 26 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,

---

PROOF OF SERVICE

I certify that I have served a copy of the Motion Part One on Charleston County Housing and Redevelopment Authority by depositing a copy of it in the United States Mail, postage prepaid, on August 26, 2024, addressed to Magistrate Laura Waring Johns Island/Wadmalaw Magistrate 1527 Main Road Suite 100 Johns Island, SC 29455.

August 26, 2024

/s/ Karen Oliver
Karen Oliver, Pro Se
1945 Ghana Street
Johns Island, S.C. 29455
(843) 303-3410

RECEIVED
Aug 26 2024
SC Court of Appeals

Karen Oliver
1945 Ghana Street
Johns Island, SC 29455
(843) 303-3410
August 26, 2024

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

Re: Case No. 2023-001598
Karen Oliver, Appellant
v.
Charleston County Housing Authority, Respondent

Dear Clerk of Court:

I am submitting this motion to the Court for review by the judge(s) it a two-part motion and an attached file has also been made to the Court containing the Magistrate's Return. Please let me thank you in advance.

Sincerely,

Karen Oliver

Enclosure
Motion and Proofs of Service