

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

**RECEIVED**

SEP 09 2024

SC Court of Appeals

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 (3<sup>rd</sup>) 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, 1<sup>st</sup> 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 14<sup>th</sup> and 5<sup>th</sup> 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 14<sup>th</sup> and 5<sup>th</sup> 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, SCRCF 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, SCRCF 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

8/13/24, 2:10 PM

Yahoo Mail - Fw: Biased hearing scheduled for June 7, 2022

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 10  
p. 145

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  
1b  
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 Exhibit 16  
P. 39 Hearing Officer  
Hearing Procedure

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.

- 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 <sup>b</sup> 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.

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

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

Dear Stephanie Gladden, Bryant Sanders and Ginean Mazyck:

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

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

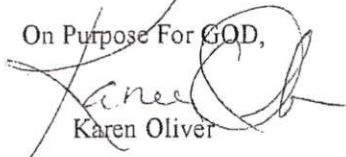
In addition, I am submitting the following requests to be met as soon as possible as it should be information that is readily available. Please provide access for review and copy of the agreement between your PHA and HUD. Also, the number of evictions for 2020, 2021 and 2022 (January - May). The

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

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

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

On Purpose For GOD,



Karen Oliver

CC:  
IG Office  
HUD

Supp Exhibit  
2a  
p. 393

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 2<sup>nd</sup> 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

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:

1 P R O C E E D I N G S

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

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

9 MR. BOWERS: Good afternoon, Your Honor. I'm  
10 actually Carlton Bowers here on behalf of Charleston  
11 County Housing and Redevelopment Authority. Ms. Gladden  
12 is with me today. It was a motion and denial of her  
13 appeal, so it was all in one. I thought we were here  
14 today to argue against her appeal.

15 THE COURT: That's correct.

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

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

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

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

10 THE COURT: All right.

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

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

✓

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

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

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

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

11 THE COURT: When I start talking, you stop.

12 MS. OLIVER: Yes, sir.

13 THE COURT: You're getting into the factual meat of  
14 the matter, which I'm not to consider. My only job is to  
15 consider any matters of law. The matters of law that you  
16 have brought up is the admissibility of evidence  
17 pertaining to the video and to any photos or any other  
18 evidentiary issues that you may have with the trial court  
19 down below, but any admissibility of evidence is left to  
20 the sole discretion of the trial court, and I, therefore,  
21 find that she did not abuse her discretion, and I will  
22 deny the appeal. All right?

23 MS. OLIVER: Thank you, sir.

24 (The above hearing concluded.)

25

Supp. Exhibit 4 p. 194

Exhibit C  
p. 118



**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. 294

EXHIBIT C  
p. 149/18

September 6<sup>th</sup>, 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 6<sup>th</sup> 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 15<sup>th</sup>.

supp. exhibit 4  
p. 394  
Exhibit C  
p. 309/18

## 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. Cathryn 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



Charleston County Housing and Redevelopment Authority  
2106 Mt. Pleasant St., Charleston, SC 29403-3020  
(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.

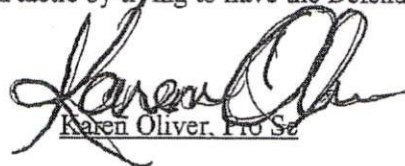
✓ 18 residents are currently on repayment of rent for approximately \$37K. One participant didn't pay, we have followed through with eviction; prior to being evicted the resident did move out September 23, 2022.

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 07:09  
JULIE J. ARMSTRONG  
CLERK OF COURT

1945 Charle St.  
Johns Island, SC 29453

Supp. Exhibit BA wa  
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 <u>Month</u>
Present Annual Income - \$1,450.00	New <u>Rent</u> - \$278.00 credit	Per <u>Month</u>

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 [Signature]  
HOUSING MANAGER

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

Supp. exhibit  
6a  
p. 292  
Exhibit B  
p. 2 of 2  
Keep

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 <u>Month</u>
Present Annual Income <u>                    </u>	New <u>Rent</u> - \$1,091.00	Per <u>Month</u>

Present Family Composition 3 Adults 0 Minors

Amount of Retroactive Rent Due \$ 0.00

This NOTICE OF RENT ADJUSTMENT is presented to you in accordance with the terms and conditions of your lease. Accordingly, this "NOTICE" shall be attached to and made 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 )  
)  
COUNTY OF CHARLESTON )  
\_\_\_\_\_)  
)  
)  
)

2022CV1011000131  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT

BOND TO STAY EXECUTION  
ON APPEAL

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

LANDLORD

Vs

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

TENANT(S)

TO: Circuit Court

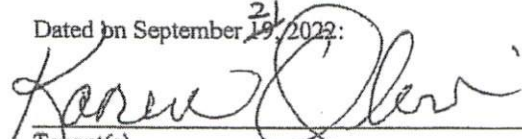
Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on September 8, 2022, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

\$ 583<sup>00</sup>

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of \$0.00 per month, due on the for KNOOT's portion of rent 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 <sup>21</sup>19, 2022:

  
\_\_\_\_\_  
Tenant(s)

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

Dated on September <sup>21</sup>19, 2022

  
\_\_\_\_\_  
JUDGE

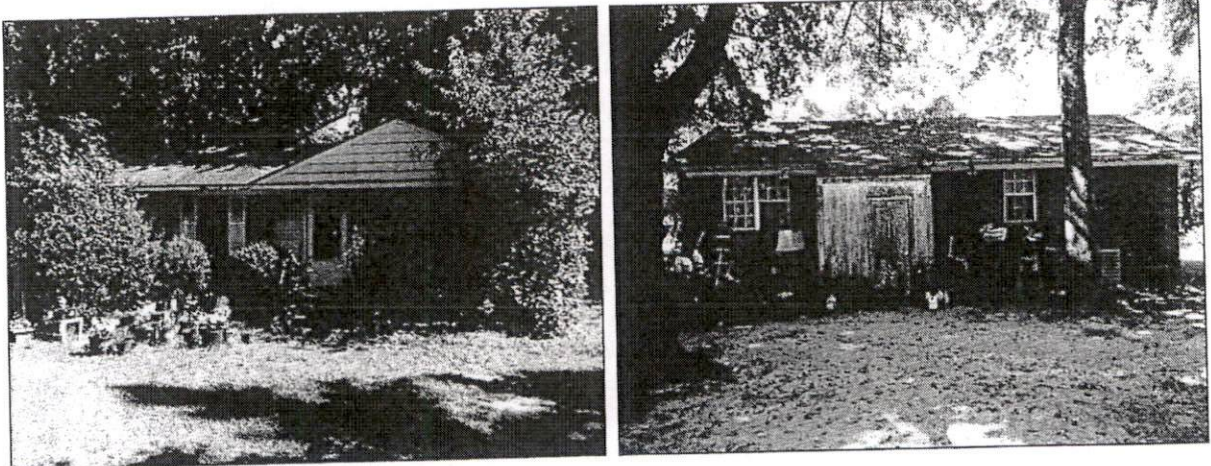
Johns Island/Wadmalaw Magistrate  
1527 Main Road, Suite 100  
Johns Island, SC 29455  
Phone: (843) 559-1218  
Fax: (843) 559-2378



## 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

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

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

**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!

**Supervisor:**

**Inspectors Present:**

**Age of Home:**

**Cardinal Home Inspections**

**and Redevelopment Authority**

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



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 COUNTERTOPS 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



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 (crawlspce, 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 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 C  
p. 195

RE: 1945 Ghana Street, Johns Island, SC 29455

From: Frank Scott (fscott@cchra.net)

To: [REDACTED]@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](mailto:fscott@cchra.net)  
[www.cchra.net](http://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 Fourth Requests 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

8/12/24, 7:24 PM

(10,723 unread) - jahlovefirst@yahoo.com - Yahoo Mail

843-628-0728

[fscott@cchra.net](mailto:fscott@cchra.net)

[www.cchra.net](http://www.cchra.net)

---

**From:** [jahlovefirst@yahoo.com](mailto:jahlovefirst@yahoo.com) <[jahlovefirst@yahoo.com](mailto:jahlovefirst@yahoo.com)>

**Sent:** Friday, January 20, 2023 3:48 PM

**To:** Frank Scott <[fscott@cchra.net](mailto:fscott@cchra.net)>

**Cc:** Stephanie Gladden <[sgladden@cchra.net](mailto:sgladden@cchra.net)>

**Subject:** Re: 1945 Ghana Street, Johns Island, SC 29455

### **Second Requests to F. Scott and Fourth Requests 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 meeting with your legal team. I would also like to make this as my official complaint to you and CCHRA for investigation. I will say it again, Stephanie Gladden needs to repent. It may be that you may feel the same sentiments when you honor my requests to investigate this health and safety issue that continues to linger.

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](mailto:jahlovefirst@yahoo.com) <[jahlovefirst@yahoo.com](mailto: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](mailto:jahlovefirst@yahoo.com) <[jahlovefirst@yahoo.com](mailto:jahlovefirst@yahoo.com)>

**To:** Stephanie Gladden <[sgladden@cchra.net](mailto:sgladden@cchra.net)>

8/12/24, 7:24 PM

(10,723 unread) - jahlovefirst@yahoo.com - Yahoo Mail

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](mailto:fscott@cchra.net)  
[www.cchra.net](http://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

8/12/24, 7:24 PM

(10,723 unread) - jahlovefirst@yahoo.com - Yahoo Mail

been resolved well before now it has been 6 soon to be 7 months. 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. 902

Find messages, documents, photos or people Advanced



Compose

Back Forward Reply Archive Move Delete Spam



- 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

1924 Ghana Street, Johns Island, SC 29455 Yahoo/Inbox



**Stephanie Gladden**

Mon, Nov 28, 2022 at 4:29 PM

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

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](mailto:sgladden@cchra.net) (email)  
[www.cchra.net](http://www.cchra.net) (website)

DISCLAIMER: The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, forwarding, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this electronic mail transmission in error, please notify the sender at (843) 628-4176 and delete it.



**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  
Charleston, SC 29403  
(843) 628-4176 (direct)  
(843) 297-1770 (cell)  
[sgladden@cchra.net](mailto:sgladden@cchra.net) (email)  
[www.cchra.net](http://www.cchra.net) (website)

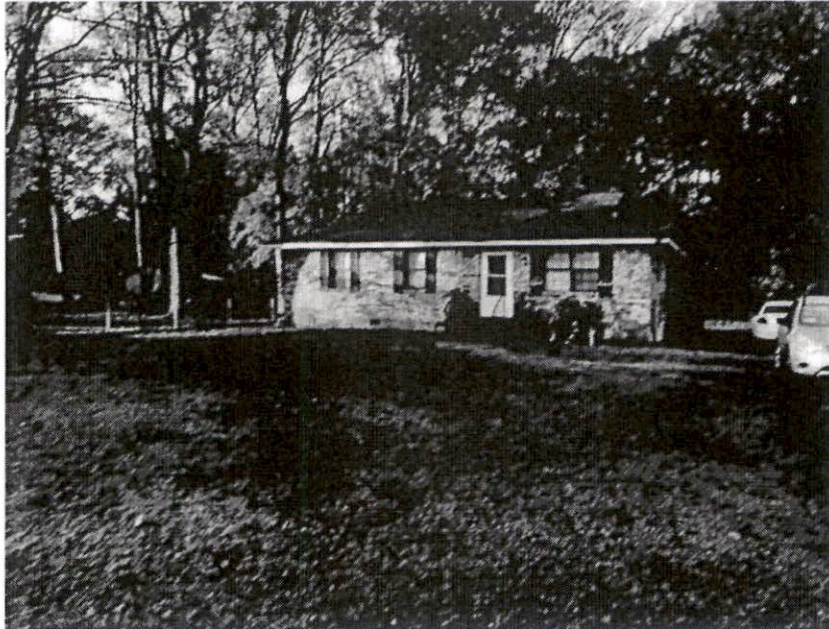
DISCLAIMER: The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, forwarding, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this electronic mail transmission in error, please notify the sender at (843) 628-4176 and delete it.



**VOLKMAR  
CONSULTING  
SERVICES, LLC**

Environmental • Facilities • Materials

2



**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**

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



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

**VOLKMAR  
CONSULTING  
SERVICES, LLC**  
Environmental • Facilities • Materials

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

Dear Ms. Gladden:

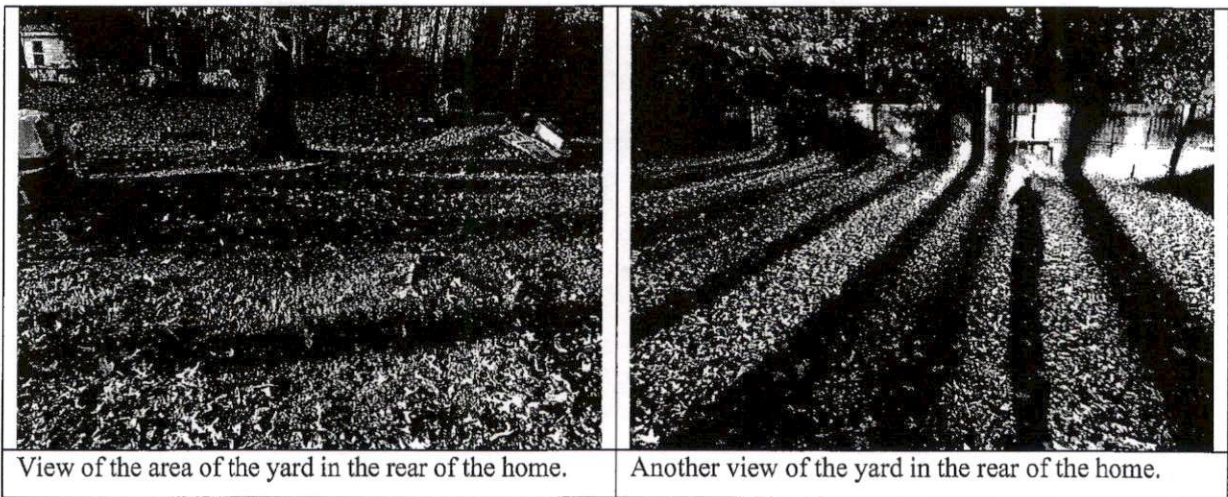
We are pleased to submit this report of our environmental soil sampling at the subject site. The purpose of this phase of our professional services was to investigate the soil after a reported release from a septic tank located in the rear of the home by analytical testing of the soil.

**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.



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



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**

<b>Parameter</b>	<b>Result</b>	<b>Reporting Limit</b>	<b>Units</b>
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**

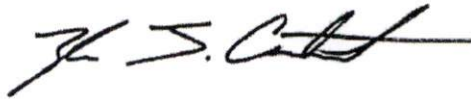
Our evaluation of the observations is based on our understanding of the site and project information and the data obtained in our assessment. The general conditions utilized in our evaluation are based on interpolation of composited data and our observations. In evaluating the field and collected data, 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

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

Parameter	Reporting			Method	Flag	Date	Time	Analyst
	Result	Limit	Unit					
<b>LSID-335221</b>	<b>SS-1</b>							
Fecal Coliform	311	3	MPN/gm	SM 9221 A.3/9221		12/8/2022	13:22	LM
Percent Solids	77.3	0.1	wt%	SWS46 3540		12/9/2022	12:46	CB

Access Lab Report #: sub 130 (if applicable): Client Reference Order #: Access Lab #:		 <b>Access Analytical, Inc.</b> 15 Thames Valley Rd., Johns, SC 29063 Phone: 803-781-4243 / Fax: 803-781-4303 / www.axi-lab.com SCDHSC Lab Certification # 32511 NELAP Lab ID # 887145		<b>Chain of Custody Record</b>			
Client: <b>Access Analytical</b> Address: <b>15 Thames Valley Rd</b> City: <b>Irmo</b> State: <b>SC</b> Zip Code: <b>29063</b> Email: <b>labreports@axi-inc.com</b> Project Name: <b>1924 Ghana</b> Sampled by (Name): <b>Client-Volkmar</b>		Preservation/RT (see code): <b>0</b> Solids Type (see code): <b>P</b>		15908 Preservation Codes / Abbreviations: *Preservative Codes: 0 = None, 1 = HCl, 2 = HNO3, 3 = H2SO4, 4 = H2O2, 5 = H2O2/Ce, 6 = Method 8233 set w/ H2SO4 & CH3OH, 7 = HNO3/NaOAc, 8 = H3PO4, 9 = cooled to 0°C, 10 = cooled to 4°C, 11 = Ascorbic, 12 = Ascorbic Acid / HCl, 13 = EPA *Matrix Codes: GW = ground water, WW = waste water, DW = drinking water, SW = surface/ storm water S = soil, SL = sludge, A = air, IW = industrial waste, O = other (specify in comments below) *Program Area Codes: CWA = Clean Water Act (for wastewater), SDWA = Safe Drinking Water Act (for drink water), STW = Solid and Hazardous Wastes (for soil, ground water and waste sample) *Container Type: G = Glass, P = Plastic			
Lab ID: <b>SS-1</b> Date Collected: <b>12.07.22</b> Time Collected: <b>0930</b> Matrix Code: <b>G</b> Sample Type: <b>S</b> Preservation Code: <b>CWA</b> Method Code: <b>1</b>		7- REQUESTED LAB ANALYSES: Fecal Coliform Class A		Notes/Comments: <b>385221</b>			
Turnaround Time Requested: <b>X</b> Project Location: <b>SC</b> <b>X</b> Relinquished By: <b>A. Martin</b> Received By: <b>Fedex</b> Date: <b>12.07.22</b> Time (24hr): <b>1700</b> Sample received in lab: <b>Y</b> <b>N</b> <b>N/A</b>		Other (Specify): Received in lab by: _____ Sample Temp. Receipt in Lab: _____ (°C) Ref: RT1 Ref: RT2		Chain of Custody Page _____ of _____			
White Copy: Lab original / Gray Copy: Client Copy NOTE: Relinquishing samples via this Chain of Custody document constitutes client acceptance of Access Analytical terms and conditions.							

Access Lab Report # Sub Report # Client Purchase Order # Access Estimate #		 Access Analytical, Inc. 15 Thames Valley Rd. - Immo, SC 29063 Phone: 803-781-4243 / Fax: 803-781-4303 / www.aas-inc.com SCREC Lab Certification # 32571 NELAP Lab ID # 6871145		<b>Chain of Custody Record</b>	
Client: <u>Volkmar Consulting Service</u> Address: <u>110 Bugle Dr</u> <u>Goose Creek</u> SC Zip Code: <u>29445</u> Phone: <u>843-697-2221</u> Email: <u>tom@volkmar-consulting.com</u> Project Name: <u>1924 Ghana</u> Analyzed By: <u>T. Armentrout</u>		Preservation (See notes) Media Type: <u>Sealed</u> Container: <u>1</u> Volume: <u>1</u> Date: <u>12/7/22</u> Time: <u>07:30</u>		Preservation Chain / Analysis <small>*Preservative Code:          1 = HCL, 2 = HNO3, 3 = H2SO4, 4 = H2O2, 5 = H2O, 6 = H2O2/HCL, 7 = H2O2/HNO3, 8 = H2O2/H2SO4, 9 = H2O2/H2O, 10 = H2O2/H2O2, 11 = H2O2/H2O2/HCL, 12 = H2O2/H2O2/HNO3, 13 = H2O2/H2O2/H2SO4          *Matrix Code:          1 = Ambient Air, 2 = Stack Gas, 3 = Drinking Water, 4 = Surface Water, 5 = Soil, 6 = Sediment, 7 = Ice, 8 = Other (Specify in comments section)          *Matrix Area Code:          000 = Other (Specify in comments section), 001 = 1st Drinking Water Act (See drinking water), 002 = 2nd Drinking Water Act (See drinking water), 003 = 3rd Drinking Water Act (See drinking water), 004 = 4th Drinking Water Act (See drinking water), 005 = 5th Drinking Water Act (See drinking water)          *Container Type: 1 = Glass, 2 = Plastic</small>	
Turnaround Time Requested: <u>X</u> Priority: <u>None</u> Other (Specify): <u>FedEx</u>		Project Location: <u>X</u> Relinquished By: <u>T. Armentrout</u> <u>Christian Anagnostis</u> <u>FedEx</u>		Received By: <u>Justin Anagnostis</u> <u>sedux</u>	
Date: <u>12/7/22</u> Time (24hr): <u>10:10</u>		Samples Received on lot: <u>Y</u> <u>N</u> <u>N/A</u>		Date: <u>12/7/22</u> Time (24hr): <u>10:10</u>	
Chain of Custody Page <u>1</u> of <u>1</u>		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.			

Supp. Exhibit 11  
p. 197

ELECTRONICALLY FILED - 2023 Mar 16 9:18 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1004182

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

CASE NO.: 2022-CP-10-4182

KAREN OLIVER,

Defendant - Appellant,

RESPONDENT CHARLESTON COUNTY  
HOUSING & REDEVELOPMENT  
AUTHORITY'S MOTION AND  
MEMORANDUM IN OPPOSITION TO  
KAREN OLIVER'S APPEAL

vs.

CHARLESTON COUNTY HOUSING  
& REDEVELOPMENT AUTHORITY,

Plaintiff - Respondent.

**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.

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

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 from 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

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

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 16<sup>th</sup> 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

Supp. Exhibit II  
p. 6 of 7

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

*Attorneys for Plaintiff/Respondent  
Charleston County Housing & Redevelopment  
Authority*

ELECTRONICALLY FILED - 2023 Mar 16 9:18 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1004182

Supp. Exhibit II  
p. 7g 7

ELECTRONICALLY FILED - 2023 Mar 16 9:18 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1004182

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 16<sup>th</sup> 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.

IN THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

SEP 09 2024

SC Court of Appeals

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 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

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

**RECEIVED**

SEP 09 2024

SC Court of Appeals

Karen Oliver

Appellant,

v.

Charleston County Housing and  
Redevelopment Authority

Respondent,

PROOF OF SERVICE

I certify that I have served a copy of the Motion Part 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 Carlton Bowers and a copy sent to Theodore Parker III 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

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

**RECEIVED**  
SEP 09 2024  
SC Court of Appeals

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

PRESS FIRMLY TO SEAL



PRESS I

Retail

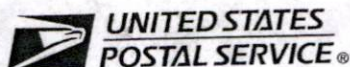


29211

U.S. POSTAGE PAID  
PM  
JOHNS ISLAND, SC 29455  
SEP 05, 2024

\$9.85

RDC 03 1 Lb 4.50 Oz S2924E501068-04



PRIORITY MAIL

- Expected delivery date specified for domestic use.
- Most domestic shipments include up to \$50 of insurance (restrictions apply).\*
- USPS Tracking® included for domestic and many international destinations.
- Limited international insurance.\*\*
- When used internationally, a customs declaration form is required.

\*Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.  
 \*\* See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

FLAT RATE ENVELOPE  
ONE RATE ■ ANY WEIGHT

EXPECTED DELIVERY DAY: 09/09/24

USPS TRACKING® #



9505 5150 2317 4249 6816 34

To schedule free Package Pickup, scan the QR code.



USPS.COM/PICKUP

PRIORITY MAIL



VISIT US AT USPS.COM  
ORDER FREE SUPPLIES ONLINE

FROM:

Karen Oliver  
1945 Ghana Street  
Johns Island, SC  
29455

RECEIVED

SEP 09 2024

TO:  
SC Court of Appeals  
Cheryl Court  
P.O. Box 11629  
Columbia, SC  
29211

Label 225, March 2016

FOR DOMESTIC AND INTERNATIONAL USE

This packaging is the property of the U.S. Postal Service® and is provided solely for use in sending Priority Mail® and Priority Mail International® shipments. Misuse may be a violation of Federal law. This package is not for resale. © U.S. Postal Service, May 2020. All rights reserved.