

**RECEIVED**  
**Oct 08 2024**  
SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals [In the Supreme Court]

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APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas  
S/R.LAWTON MCIINTOSH, Circuit Court Judge

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Case No. 2024-CP-07-00775  
APPELLATE CASE NO. 2024-001091

I certify that I served a Notice of Motion due to Clerical/ Legal errors to counsel for respondent, Beaufort Housing Authority by depositing a copy of it in United States Mail, postage prepaid, October 8, 2024 addressed to respondent attorney of record, Haynsworth Sinker Boyd, P.A Sarah P. Spruill, Sc Bar No 68377 1 North Main Street 2<sup>nd</sup> floor Greenville, Sc 29601, Ronald T Scott (Sc Bar No. 1055761) 1201 Main Street 22<sup>nd</sup> Floor, Columbia, Sc 29201-3226, on October 8, 2024

Motion to request relief Judgment due to certain circumstances

Motion to request to the court to set aside default or vacate a default judgment

Motion to request to dismiss all due process hearing against me

Within 10 days of this notice.

Rule 60 (b) (1) mistake

Rule 103 (a) (2) Rule evidence

8 Amendment Error-Lease Late Fee Charges

Nunc pro tunc- To Fix errors of court

42. U.S Code 3617

42 U.S Code 12202 To vacate judgement on ground of Error

18 U.S. Code § 2381, Treason

18 U.S. Code § 2340, (c) Conspiracy to commit torture.

18 U.S. Code § 2384; Seditious Conspiracy.

18 US Code § 241, Conspiracy to Deprive Constitutional Rights

18 US Code § 242, Deprivation of Constitutional Rights

18 USC § 2261A Interstate Stalking,

18 USC § 875(c) Interstate Communications,

18 US Code § 1961, Organized Crime Control Act of 1980. (RICO)

Due to clerical/ legal Errors

Error– Inaccurate Rent History Ledge Balance

I have paid my rent and obligations in advance and I have credit/money on my account that Beaufort Authority is “Holding” Since beginning of April 2023, a year ago in total amount \$298. Due to inaccurate Rent Balance and Errors and Fines accumulated on my Rental History account Ledger, and Beaufort Housing authority still sending inaccurate notices that I still owe lingering balance is incorrect, and these circumstances have made it very difficult for me to pay other utilities, bills, and

responsibility's. There are different individuals of management of Beaufort Housing authority sending out inaccurate error notices, threatening to send back to court on Dated Oct 9,2024. Which is very confusing and some issues have been corrected by BHA while other issue still exist. This Lease was entered in to case No# 2024CV071030024 file, showing credits on lease. I have credit for amount of \$178 because of payment I made, I also have credit for 04/1/23 in amount of \$120. On last year at Beginning of April, 2023 I received amendment/renewal lease. I was unemployed when I completed the review for renewal lease and This Lease stated I would be charge \$139 for rent. Which I paid \$139 the mount to Beaufort Housing in April, 2023 but I contacted BHA manager Mr. Hill to inquired about renewal lease being in 'Error" rent charge for the lease, at time he gives me a reasonable notice form to fill out, and to return back to office, because I was still unemployed. Mr. Hill sent me another corrected amendment /renewal lease within the same month of April 2023, stating the change in the rent charge to \$19, In April 2023. I paid my Rent in advance and had Credits on my account to cover in rent and obligations before Magistrate Court Case No# 2024CV071030024, dated on April 8, 2024.

I would like include on the April 8, 2024, that I was sick and emotionally unable stable, going through traumatic events in my life and currently seeking medical attention.

Also, due to other circumstance at the building where my unit is located, I have reported numerous concerns and I requested to be transfer and was denied because of eviction notice stated by Management of Beaufort Housing Authority.

These are my concern/issues that I reported to Beaufort Housing Authority;

- I had reported concerns about groups/individual lodging in stairways, breezeway, porch and leaving items on serval occasions.
- Harassments/Stalking, Intimidation.
- Being Charged workorder fines for homeless/loitering people leaving items on the on grounds, stairway, porches, breeze way.
- When I have reported work orders to Beaufort Housing Authority multiple times, they take very long time to fix or replace. The refrigerator is very rusty and is hazard and causes food to spoil has been unoperated several times, BHA will come to fix the refrigerator on multiple occasions but have not replace it, the stove is also unoperated and it takes Beaufort housing Authority some months to fix appliances.
- The a/c and heating unit went out for almost two years, until they finally replaced.
- Drug related, criminal activity at the Apartment Building where my apartment resides
- Chain smoking on my personal vehicle, Numerous of chain smoking All day and All night on porches.

- Rent History Ledger account “Errors”. Receiving notice from different BHA management of “inaccurate balance ”on rent History Ledger.
- A very high turnover rate of employee/managers at Beaufort Housing Authority, and mismanagement of vital documents, police incident reports/concerns, account, data breaches.

***This a notice of terms that is defined by the Admission and Continued Occupancy, for Mandatory Policies and Guideline's for PHA from HUD***

Mandatory Policies

Emergency transfers due to physical hazards are of the highest priority because of their immediate nature. PHAs could potentially be in violation of their responsibilities under the lease for failure to correct such hazards. If alternative accommodations are available and the PHA cannot make the necessary repairs within a reasonable amount of time, PHAs are required to provide the family with alternative housing. The family is entitled to alternative accommodations even if the tenant, household member, guest, or other covered person is responsible for the damage that caused the hazard or if a family is in the process of being evicted (24 CFR § 966.4(h)).

When determining unit transfer priority, PHAs must follow HUD regulations. Based on 24 CFR § 966.4(h); 24 CFR § 970.21(a); 24 CFR § 966.4(c) (3); 24 CFR § 960.257(a)(4), tenants must comply with the following transfers:

- Emergencies due to physical hazards.
- Demolition, disposition, revitalization, and rehabilitation.
- PHA-initiated occupancy standards transfer defined as mandatory in the ACOP (e.g., the family is under-housed or over-housed and there is a waiting list for that particular unit size).
- Other PHA-initiated transfers defined as mandatory in the ACOP.

PHAs must provide transfers or alternative housing to families when it is necessary to demolish, sell, or do major revitalization or rehabilitation work at a building or site (42 U.S.C. § 1437p(a)(4)(A)(iii); 24 CFR § 970.21(a)).

Generally, the types of transfers that take precedence over waiting list admission may include, but are not limited to: ◦ Emergencies. ◦ Reasonable accommodations. ◦ Demolition, disposition, revitalization, and rehabilitation. ◦ Incentive. ◦ Occupancy standards transfers.

PHAs must provide transfers or alternative housing to families when it is necessary to demolish, sell, or do major revitalization or rehabilitation work at a building or site (42 U.S.C. § 1437p(a)(4)(A)(iii); 24 CFR § 970.21(a)). Mandatory Policies

For the PHA to remain compliant with its lease obligations, any condition that would produce an emergency work order would qualify a family for an emergency transfer if the repairs cannot be made within 24 hours. Therefore, PHAs must establish an emergency transfer policy in the event there is damage to a family's unit or building, or the site poses an immediate hazard to the life, health, and/or safety threat and the PHA cannot make the necessary repairs within 24 hours. The PHA must offer standard alternative accommodations, if available, when necessary, repairs cannot be made within a reasonable time (24 CFR § 966.4(h)).

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking is eligible for an emergency transfer, as provided in HUD's regulations at 24 CFR § part 5, subpart L. PHAs are required to have a Violence Against Women Act (VAWA) Emergency Transfer Plan with guidelines for this type of emergency transfer and should reference the policy and guidelines in their ACOPs. Discretionary Policy Considerations

When drafting policy language regarding emergency transfers due to health and safety concerns, it is a best practice to include a timeframe. For example, the PHA could say "within 24 hours or a reasonable amount of time" or could offer more detail, like "within 24 to 36 hours."

In emergency situations when no other appropriate public housing units are available, it is practice for PHAs to provide families with an HCV or cover the cost of hotel accommodations until repairs are made or a transfer to alter.

The Lease states

9. THE MANAGEMENT AGREES;

A. To maintain the premise the project in descent, safe and sanitary

B. To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.

C. To make necessary repairs to the premises within reasonable amount of time after notification by resident.

Please see attachments and USB data

Includes

Lease that includes Credits/Money that I have on my rent history account for 11 months prior to Magistrates Case No# 2024CV071030024

Renewal lease April 1, 2024

Notices and emails sent to Beaufort Management.

I sent emails and attachments; photos/vid/documents for Magistrates Case No#2024CV071030024 to Magistrate clerk of court Alexis Yarborough and I requested to be added to case file and Beaufort Management Calvin Hill was added to emails before court date April 8,2024. These images were sent on April 2, 2024 for Magistrates Case No# 2024CV071030024. These photo/videos are different homeless men sleeping/ loitering on my porch and I ask to them remove their items from my porch, had to call the police.

cc: Haynsworth Sinkler Boyd,

P.A Sarah P. Spruill(S.C Bar No 68337)

1 North Main Street 2nd floor

sspruill@hsblawfirm.com

cc: Ronald T. Scott ( S.C Bar No. 103751

Alexander C. Glunt (S,C Bar No. 105761

1201 Main Street 22nd Floor

Columbia Sc 29201-3226

rscott@hsblawfirm.com [aglunt@hsblawfirm.com](mailto:aglunt@hsblawfirm.com)

Attorney for Respondent

cc. Catherine S. Harrison Chief Deputy, Court of Appeals [ Supreme Court]

South Carolina Office Of Court Administration

1220 Senate Street, Suite 200

Columbia, Sc 29201 transcripts@sccourts.org

**BEAUFORT HOUSING AUTHORITY**

POST OFFICE BOX 1104  
1009 Prince Street  
Beaufort, South Carolina 29901  
Phone (843) 525-7059  
Fax (843) 525-7090

09/09/2024

LATASHA L. MORRELL  
148 Sandalwood Terr  
Hilton Head Island, SC 29926-

**RE: 14 DAY NOTICE OF RIGHT TO CURE & 30 DAY NOTICE OF TERMINATION**

Dear LATASHA MORRELL:

In accordance with Paragraph fifteen (15) of our lease with you, notice is hereby given that the Beaufort Housing Authority is terminating your lease for the following reasons:

Non Payment of rent and rent obligations. \$ 79.00, including late charges.

You have the right to request, to examine and to copy at your expense documents concerning this lease termination anytime during normal business hours upon making an appointment with the manager.

This is your 14 Day Notice of Right to Cure. We will expect you to vacate the premise's thirty (30) days from the date of this letter if the balance is not payed in full by **October 9, 2024**.

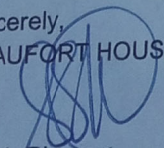
You are advised that if you remain in the leased unit on the date specified for termination, the Beaufort Housing Authority will seek to enforce the termination by bringing a judicial action, at which time you may present a defense. This letter does not negate the deadline to pay any past due charges identified in a previous letter. Those charges have not been waived or extended.

If you require, reasonable accommodations due to a disability or handicap please call the public housing 504/ADA Coordinator, Willie Mae Simmons, at 843-525-7059 ext 2610.

Further, in accordance with your lease, you are notified of your right to make such a reply as you may wish and to follow the Grievance Procedure as outlines in the lease.

The Violence Against Women Act ("VAWA") protects some victims of: domestic violence; dating violence; sexual assault; or stalking from termination of tenancy on the basis of the violence perpetrated by their abuser. If you are a victim of domestic violence; dating violence; sexual assault; or stalking you have the right to provide such documentation to Beaufort Housing Authority. Please see the enclosed Form HUD 5380 Notice of Occupancy Rights Under the Violence Against Women Act and Form HUD 5382 the Certification of Domestic Violence; Dating Violence; Sexual Assault; or Stalking and Alternate Documentation and Form HUD 5383 Emergency Transfer Request for Certain Victims of Domestic Violence; Dating Violence; Sexual Assault; or Stalking.

Sincerely,  
BEAUFORT HOUSING AUTHORITY

  
Sarah Rivers  
Property Manager

**IMPORTANT!! YOU WILL RECEIVE NO FURTHER PAST DUE NOTICES.**

Beaufort Housing Authority

Posting Date Range 4/1/2023 - 9/30/2024

Reference	Date	Group	Description	Amount	Cumulative Balance
MORRELL	LATASHA	L	12453 1 04 Unit: 148		
			Beginning Balance		-178.00
AC00109639	04/01/2023	RENT	RENT CHARGE	139.00	-39.00
			April 2023		-39.00
			*Total AR Charges for Month:	139.00	
			*Total AR Credits for Month:	0.00	
AC00109986	05/01/2023	RENT	RENT CHARGE	19.00	-20.00
			May 2023		-20.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	0.00	
AC00110324	06/01/2023	RENT	RENT CHARGE	19.00	-1.00
RE00032950	06/06/2023	PAYMNT	PAYMENT	-19.00	-20.00
			June 2023		-20.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	-19.00	
AC00110660	07/01/2023	RENT	RENT CHARGE	19.00	-1.00
RE00033269	07/05/2023	PAYMNT	PAYMENT	-19.00	-20.00
			July 2023		-20.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	-19.00	
AC00110989	08/01/2023	RENT	RENT CHARGE	19.00	-1.00
RE00033613	08/01/2023	PAYMNT	PAYMENT	-38.00	-39.00
			August 2023		-39.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	-38.00	
AC00111329	09/01/2023	RENT	RENT CHARGE	19.00	-20.00
			September 2023		-20.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	0.00	
AC00111661	10/01/2023	RENT	RENT CHARGE	19.00	-1.00
RE00034347	10/03/2023	PAYMNT	PAYMENT	-120.00	-121.00
			October 2023		-121.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	-120.00	
AC00111996	11/01/2023	RENT	RENT CHARGE	19.00	-102.00
			November 2023		-102.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	0.00	
AC00112333	12/01/2023	RENT	RENT CHARGE	19.00	-83.00
			December 2023		-83.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	0.00	
AC00112670	01/01/2024	RENT	RENT CHARGE	19.00	-64.00
			January 2024		-64.00
			*Total AR Charges for Month:	19.00	
			*Total AR Credits for Month:	0.00	
AC00113005	02/01/2024	RENT	RENT CHARGE	19.00	-45.00



Beaufort Housing Authority

Posting Date Range 4/1/2023 - 9/30/2024

Reference	Date	Group	Description	Amount	Cumulative Balance
MORRELL	LATASHA	L	12453 1 04 Unit: 148		
LC00028100	09/09/2024	LATECG	A/R LATE CHARGES	25.00	79.00
AR00183027	09/10/2024	LATECG	Per Manager	-25.00	54.00
			September 2024		54.00
			*Total AR Charges for Month:	75.00	
			*Total AR Credits for Month:	-75.00	
			*Total AR Charges:	928.00	
			*Total AR Credits:	-696.00	
			Security Deposit Balance:	600.00	
			***Total AR Beginning Bal.:	-178.00	
			***Total AR Charges:	928.00	
			***Total AR Credits:	-696.00	
			***Total AR Ending Balance:	54.00	

Handwritten notes: \$109, -75, 54. An arrow points from the handwritten '54' to the cumulative balance of 54.00 in the table.

Selection Criteria:

- Tenant: 12453
- PHA: All
- Project: All
- Site: All
- Building: All
- County: All
- Region: All
- Locality: All
- Census Tract: All
- Date Range: 4/1/2023 - 9/30/2024
- Sort Option: by PHA/PROJECT/NAME
- Include: All Tenants