

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF HORRY)	FIFTEENTH JUDICIAL CIRCUIT
)	
Olga Teslente,)	Civil Action No.: 2024-CP-26-02983
)	
Appellant,)	
)	
v.)	
)	ORDER
Carpet King & Flooring,)	
)	
Respondent.)	
)	
_____)	

This matter came before the Court by way of Appeal from the Magistrate Court of Horry County, South Carolina. This Court, having been fully apprised of the judgment from the Honorable Chris Arakas, Presiding Judge, and having considered all relevant legal issues raised by Appellant and Respondent, finds there is no legal error presented. Therefore, the Magistrate Court’s judgment is affirmed.

PROCEDURAL AND FACTUAL BACKGROUND

Appellant and Respondent entered into a contract on October 31st, 2023. The contract centered around the installation of new flooring for the Appellant’s home. Respondent was to take out the Appellant’s carpet and install new “shaw prime plank.” Appellant paid \$1,700.00 on November 2nd, 2023, and later \$1,694.75 upon completion of the work. The total cost of the work was \$3,394.75. Appellant argues that, in the days following the installation of the new flooring, the shaw prime plank began to peel. Appellant engaged another flooring company who opined that the Respondent’s work in installing the flooring did not meet industry standards.

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Appellant filed this action in the Myrtle Beach Magistrate Office on April 28, 2024. At the hearing before the Magistrate, the parties agreed that the Appellant has a 1-year warranty on the floor given to her by the Respondent. When Respondent was notified of the floor's defects by Appellant, any attempt by Respondent to cure those defects was refused. Appellant would not let the company have access to her home.

The Magistrate found that the contract price was for \$3,954.75; this figure was paid in full by the Appellant. Additionally, the Magistrate found that the Respondent performed and completed the work, but the work was subject to deficiencies. Since Appellant refused to allow the defendant to cure the issue as required by the warranty, the Magistrate estimated that the total damage to the Appellant was in the amount of \$2,000.00.

STANDARD OF REVIEW

Under the South Carolina Code of Laws, "When a judgment is rendered by a magistrates court...the appeal shall be to the circuit court of the county wherein the judgment was rendered..." SC Code Ann. § 18-7-10 (2024). When the Circuit Court hears the appeal "...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." SC Code Ann. § 18-7-170 (2024). In hearing appeals from Magistrate Court, the Circuit Court "maintains a broad scope of review." *Bowers v. Thomas*, 373 S.C. 240, 244, 644 S.E.2d 751, 753 (Ct. App. 2007). Likewise, "The appeal shall be heard by the court upon all the papers in the case..." and "The court shall have the same power over its own determinations, and shall render judgment thereon in the same manner, as the circuit court in actions pending therein..." SC Code Ann. §§ 18-7-130, 140 (2024).

DISCUSSION

This appeal was heard on August 21, 2024. Both parties, neither of which was represented by counsel, had the opportunity to be heard. This Court finds that the Appellant did not introduce any evidence that the magistrate's judgment was based on an error of law or fact as required by § 18-7-170. Therefore, it **IS ORDERED, ADJUDGED AND DECREED** that no error of law or fact exists and the Magistrate Court's decision is affirmed.

AND IT IS SO ORDERED!

The Honorable Dale E. Van Slambrook

September 6, 2024
Monks Corner, South Carolina



Horry Common Pleas

Case Caption: Olga Teslenko VS Carpet King & Flooring , defendant, et al

Case Number: 2024CP2602983

Type: Order/Other

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge
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