

Kendrra Boekhoudt and Marcus Adam 12/2/2024 Court of Appeals**Case number: 2024-CP-46-03739****Re: Answer to Eviction Complaint and Request for Bond to Stay**

Dear Honorable Judge,

This letter serves as my Answer to the Eviction Complaint filed against me,. I am the tenant of the property located at 1190 Wellington Square Drive York sc 29745 residing there since April 2024. I deny the Plaintiff's claims for eviction and assert the following defenses:

1. I Qualify for Residency

- The Plaintiff's claim that I "do not qualify" to live in the apartment is false and a pretext for an illegal eviction. I have resided at this property since April 2024 and have fulfilled all the terms of my tenancy.
- I was never provided with a written lease agreement by the Plaintiff or their agent. Therefore, under South Carolina law, my tenancy is considered month-to-month.
- Although the Plaintiff i do not qualify, this is untrue. This allegation arises from the criminal actions of their former leasing agent, Rasheed Jordan, who was stealing rent checks from tenants, including myself.
- I have consistently paid my rent as agreed. I am prepared to provide evidence of my rent payments, such as , money order receipts, bank statements, canceled checks, photos of money orders with dates.

2. Retaliatory Eviction:

- I believe this eviction is a direct retaliation for reporting the illegal activities of the Plaintiff's leasing agent, of Wellington Square Acquisitions.
- Shortly after I made this report, I received an eviction notice.
- South Carolina law prohibits landlords from retaliating against tenants for reporting illegal activity. This includes retaliation for reporting theft and for requesting repairs or reporting code violations.

3. Code Violations:

- This property has numerous code violations that negatively impact my health and safety. These violations include "Leaking toilet, door kicked no lock" Infestation of cockroaches in the kitchen observed since we moved in April 2024
- I notified the landlord of these issues in April 2024, but they have failed to address them.
- These code violations constitute a breach of the implied warranty of habitability, making the premises unfit for living.

Extensive Evidence:

I have compiled substantial evidence to support my claims, including:

- **Evidence of rent payments:**
- **Documentation of communication:** Text messages, emails, and letters exchanged with the landlord and/or their agent regarding rent payments, the leasing agent's theft, and requests for repairs of code violations.
- **Photographic and video evidence:** Photos and videos documenting the code violations in the apartment.
- **Witness testimony:** I can present testimony from other tenants who also had their rent stolen by the leasing agent and who can corroborate my claims of retaliation.

Request for Evidentiary Hearing:

To present this evidence and prove my claims, I request a Bond to stay while I prepare evidentiary hearing.

Request for Relief:

I request that the Court:

- **Appeal and Bond to stay**

Sincerely

Keindra Boekhoudt and Marcus Adams