

IN THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Bentley Price, Circuit Court Judge

---

Case No. 2023-001598

---

Karen Oliver

Appellant,

v.

Charleston County Housing and  
Redevelopment Authority

Respondent,

---

RECORD ON APPEAL

---

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

Other Counsel on Record  
Parker Nelson & Associates, CTHD  
Theodore Parker III  
Carlton Bowers  
320 Broad Street Suite 240  
Charleston, S.C. 29401

**RECEIVED**

DEC 20 2024

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
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000001



**Charleston Common Pleas**

**Case Caption:** Karen Oliver VS CCHRA

**Case Number:** 2022CP1004182

**Type:** Order/Electronic Form 4

**IT IS SO ORDERED!**

**/s Hon. Bentley D. Price, Circuit Judge 2766**

Electronically signed on 2023-09-07 10:02:41 page 3 of 3



Charleston Common Pleas

**Case Caption:** Karen Oliver VS: GCHRA  
**Case Number:** 2022CP1004182  
**Type:** Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2023-08-07 09:49:15 page 3 of 3

Karen Oliver  
PLAINTIFF(S)

CCHRA  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

This matter came before the Court on appeal from Magistrate Court. The appellant discussed issues of admissibility of evidence which is in the sole discretion of the Magistrate Judge absent abuse of discretion. The Court finds that the Magistrate did not abuse their discretion and therefore, this matter is affirmed; appeal denied.

**ORDER INFORMATION**

This order  ends  does not end the case.

See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/07/2023.

Case Party Info Protected  
CCHRA for CCHRA  
Karen Oliver for Karen Oliver  
CCHRA for CCHRA  
Karen Oliver for Karen Oliver

**NAMES OF TRADITIONAL FILERS SERVED BY MAIL**

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

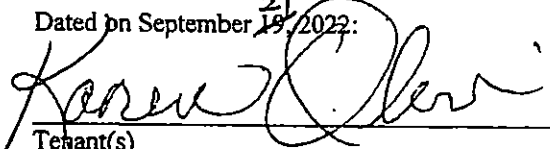
Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on September 8, 2022, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

\$ 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, for tenant's portion of rent, due on the first day of each month, beginning October 1, 2022

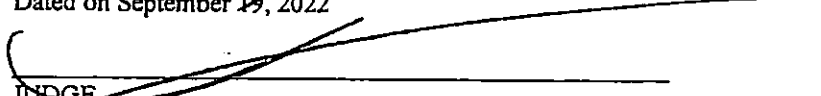
Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

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

  
\_\_\_\_\_  
JUDGE

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

2022-CP-10-4182

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF CHARLESTON )  
)  
)  
)  
)

2022CV1011000131  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT

BOND TO STAY EXECUTION  
ON APPEAL

FILED  
2022 SEP 21 PM 2:50  
JULIE ARMSTRONG  
CLERK OF COURT

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

LANDLORD

Vs

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

TENANT(S)

TO: Circuit Court

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

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of \$0.00 per month, <sup>\$583.00</sup> for tenant's portion of rent due on the first day of each month, beginning October 1, 2022

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on September 21, 2022:

*Karen Oliver*  
Tenant(s)

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

Dated on September 21, 2022

~~\_\_\_\_\_  
JUDGE~~

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

000 007

## Judgment

**JULIE J. ARMSTRONG**  
CLERK OF COURT, C.P. & G.S.  
100 BROAD STREET, SUITE 106  
CHARLESTON, SC 29401-2258  
RETURN SERVICE REQUESTED



clerkofcourt.charlestoncounty.org



10



KAREN OLIVER  
1945 GHANA ST  
JOHNS ISLAND SC 29455-8118

**NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC**

**Magistrate Return**

**CASE NO: 2022CP1004182**  
**Karen Oliver VS CCHRA**

This judgment was entered on the 13th day of October, 2022, and notice mailed first class on Monday, October 17, 2022, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at <http://clerkofcourt.charlestoncounty.org> or obtain a copy in person at the Clerk of Court's Office during regular Charleston County business hours.

000 009

## Decisions

Pleadings

000 0.12

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

2022 -CP-10- 4182

Karen Oliver  
Plaintiff

APPEAL

BY DSL  
JULIE J. ARNSTRONG  
CLERK OF COURT

2022 SEP -8 PM 4:08

FILED

-VERSUS-

CCHRA

Defendant

Magistrate/Municipal Judge's name:

Judge Laura Waring

I, Karen Oliver Plaintiff/Defendant in this civil action make the following claim.

1. I believe that the plaintiff/Defendant resides in Charleston County and is within the jurisdiction of this court.

2. I make this appeal based on the following errors committed by the lower court.

Please see attached items

3. I believe, because of the above information, that I am entitled to and request \_\_\_\_\_

I state under penalty of perjury that the above is correct and truthful.

Dated 8/Sept/22

Signed Karen Oliver

Address of plaintiff  
2106 Mt. Pleasant St.  
Charleston, SC  
29403

Address of defendant  
1945 Ghana St.  
Johns Island SC  
29455

Telephone number 843-722-1945  
722 1942

Telephone number 843 303-3410

000 013

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

COMMON PLEAS CASE NUMBER  
2022CV1011000131  
MAGISTRATE CIVIL CASE NUMBER

Karen Oliver  
APPELLANT(S)

IN THE COURT OF COMMON PLEAS  
NOTICE OF CIVIL APPEAL

VS.

CCHRA 2106 Mt. Pleasant St  
Charleston, SC 29403  
RESPONDENT(S)

The plaintiff/defendant (circle one), Karen Oliver hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Charleston.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 7 day of September, 2022.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

The judge refused to listen to or view a recording of an interview with the Chairman of the board for CCHRA making a declaration concerning evictions. The judge allowed the Plaintiff to review a snippet of the video and made her decision to exclude it from evidence without being informed of its content and relevancy. The judge relied on the prejudicial view of the Plaintiff and not an equitable determination by an unbiased person authorized to do so -herself. The Plaintiff indicated that she was not aware of the video. It shouldn't matter whether or not the Plaintiff had previous knowledge of the video. The relevancy is not determined by someone's previous knowledge. The Plaintiff misled the court. The judge failed to make a sound, informed and unbiased decision to exclude it from evidence along with the assented agreement made by the Defendant. The instructions for Eviction Hearings as provided by the Magistrate Court does not indicate how videos are to be presented. The court did not provide the judge's personal preference to how video presentations are to be made. The documentation should have been allowed even if the video was not. Total disregard for the Defendant's right to an equitable due process.

Please see the attached page two (2).

Dated: 8 day of September 2022

Karen Oliver  
Karen Oliver  
Appellant (or his attorney)

BY DA  
JULIE J. ARMSTRONG  
CLERK OF COURT  
2022 SEP -8 PM 4:09  
FILED

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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.

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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.

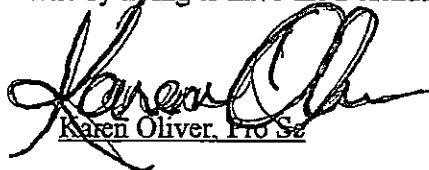
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The judge did not think that a roof being replaced, the ceilings and mold/mildew within the home was cause for conditions that affected the health and safety of the residence. Animals were coming into the walls of the residence. A faulty temperature 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.

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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.

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Karen Oliver, Pro Se

September 7, 2022

FILED  
JULIE J. ARMSTRONG  
CLERK OF COURT  
SEP - 8 PM 4:09  
1945 Chara St.  
Johns Island, SC 29453

Karen Oliver  
1945 Ghana Street  
Johns Island, SC 29455  
September 21, 2023

Julie Armstrong  
Clerk of Court  
100 Broad Street Suite 106  
Charleston, SC 29401

Re: Notice of Intent to Appeal

Dear Julie Armstrong:

I am submitting this Notice of Intent to Appeal to the Clerk of Court for Charleston County. This Notice of Intent to Appeal to the S.C. Court of Appeals for 2022-CP-1004182 concerning Judge Price's ruling on the Motion to Amend a Judgment for the Motion to Dismiss Appeal order dated September 7, 2023, in Charleston County Court of Common Pleas that was originally before the court on May 31, 2023. Please let me thank you for your time.

Sincerely,

  
Karen Oliver

2023 SEP 22 AM 11:16  
JULIE ARMSTRONG  
CLERK OF COURT

FILED

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IN THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Bentley Price, Circuit Court Judge

2023 OCT 31 AM 10:33

Case No. 2023-001598

Karen Oliver

Appellant,

v.

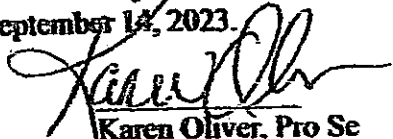
Charleston County Housing and  
Redevelopment Authority

Respondent,

NOTICE OF APPEAL

Karen Oliver appeals the order of the Honorable Bentley Price dated September 7, 2023.  
Appellant received notice of entry of this order on September 14, 2023.

October 25, 2023



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

Other Counsel of Record  
Parker Nelson & Associates, CTHD  
ATTN: Theodore Parker III & Carlton Bowers  
320 Broad Street Suite 240  
Charleston, S.C. 29401

2022-CP-10-4182

STATE OF SOUTH CAROLINA	)	COMMON PLEAS CASE NUMBER
	)	
COUNTY OF <u>CHARLESTON</u>	)	<u>2022CV1011000131</u>
	)	MAGISTRATE CIVIL CASE NUMBER
	)	
<u>Karen Oliver</u>	)	
	)	
APPELLANT(S)	)	IN THE COURT OF COMMON PLEAS
	)	
VS.	)	MOTION TO AMEND A JUDGMENT
	)	
<u>CCHRA</u>	)	
	)	
RESPONDENT(S)	)	

FILED  
 2023 AUG 17 PM 4:26  
 SUZIE J. ARMSTRONG  
 CLERK OF COURT

Comes Forth Now With Hallelujah (!!!) the Appellant, Karen Oliver, hereby giving

Motion for Amend A Judgment to the Motion to Dismiss Appeal by Judge Bentley Price heard on 5-31-23 to which the Order was signed on 8-7-23 in the Circuit Court of Common Pleas, in the county of Charleston to the named attorneys for the Respondent, Charleston County Housing Authority (CCHRA), Carlton D. Bowers and Theodore Parker, III of the law firm Parker Nelson & Associates, CHTD 320 Broad Street Suite 240 Charleston, SC 29401. The judge errantly claimed that the Appellant was seeking an Appeal solely on the admissibility of evidence. The Respondent's attorney never spoke at the hearing nor did anyone from CCHRA for the Motion to Dismiss they brought before the court. They never presented their reasoning for a dismissal for the Appellant's appeal. Typically, and in all the previous motions and cases heard prior to this one on the judge's docket on 5-31-23 the Appellant witnessed the judge allow the party bringing forth the action to present their reasons for the appearance and the other party was allowed to rebut. That did not take place in this matter. However, the judge did apologize to those in the

000 018

courtroom prior to recessing for lunch that a proceeding that was heard earlier that was expected to last 30 minutes lasted two hours more. If the Ninth Solicitor and the other parties were allowed adequate time for due process in that particular matter, the Appellant should have been allowed the same. Especially, if it was no longer a motions hearing as the summons displayed. It gave the appearance of inequality which is a breach of the Constitutional laws. The judge not allowing the Appellant to continue when it came to the violations of state laws in regard to essential services and other pertinent state laws violated the Appellant's right to due process. If the judge was not going to hear the Motion to Dismiss and just wanted to hear the Appellant's reasons for an appeal, it should have been indicated in the Summons to Appear. The Respondent's Motion to Dismiss the Appeal was heard without any of them speaking a word. Unconscionable and biased. The Appellant was not given the opportunity to address the wrongful claims made by the Respondent's attorney for the Motion to Dismiss via rebuttal. It can't be rebutted if it is not presented. The Appellant witnessed that not all of the other parties had a response made out to the court ahead of their time before the court. They were allowed time for presentation and rebuttal. Not the Appellant, the recording verifies this is true and factual.

The rent that was agreed upon was \$0.00. There was never any late notice or late fees applied each month for the Appellant in 2021 and part of 2022. *Supplemental Exhibit A* shows that agreed upon amount. It was later in 2022 that CCHRA retroactively sought to get \$583.00 for each of those months. CCRA was provided with one of the income changes two months after the start of the agreement. With it was a list of the essential services that was not being provided as agreed upon in the leasing agreement, and state laws and federal guidelines for U.S. Housing

and Urban Development written on it. It contained items that were ongoing prior to the pandemic. The Appellant would get the runaround when it came to maintenance repairs by the property managers over time. No adjustments to the rent were made also no repairs to the essential service issues. Animals were coming into the walls of the house due to holes in the outside of the house. The roof was leaking and the ceiling in all except one room was coming down with sheet rock needing to be replaced. The Appellant had to stop her classes due these conditions. The habitability of the environment was causing serious issues within the home. Stephanie Gladden, the property manager, acknowledged on many occasions the habitability issues of the residence. She made it clear that many of the scattered housing sites were in similar condition. Each year prior to the pandemic she would explain it was not up to her to get the needed repairs completed. An inspection was done on 9-27-2021 by Cardinal Home Inspection, previous to that the tenant provided a summary. Annually, for five consecutive years prior to that, Stephanie Gladden did the inspections but would not receive the concerns and complaints during that time as well with other property managers. It fell on death ears most of the times. These actions and lack of actions were in violation of S.C. Code Ann. §§27-40-220 *Obligation of Good Faith*, 27-40-440 *Landlord to Maintain Premises*, and 27-40-630 *Wrongful Failure to Provide Essential Services*. The Appellant continued to receive checks from CCHRA even after informing them about the most recent change, but never cashed any of them. *Supplemental Exhibit B*. During the time when CCHRA was trying to retroactively go back and collect for a time that they were in violation of the lease, various state laws, and federal guidelines with HUD. Stephanie Gladden withheld the information about a payment plan that was made available to the residents to avoid evictions. *Supplemental Exhibit C page 14 shows 21 residents on the payment*

*plan. Page 6, Along with over \$45,000.00 by Charleston County Rental Assistance Program. All to prevent residents from being made homeless. By withholding this pertinent information from the Appellant made it retaliatory, S.C. Code Ann. § 27-40-910 Retaliatory Conduct Prohibited 2, 3(d) 3(g). It is also in violation of various state laws and the federal law for discrimination to include S.C. Code Ann. §§ 27-40-520 Rules and Regulations (6) Tenant has notice of them or when they are adopted. 27-40-220 Obligation of Good Faith, and 27-40-520 (a) 3, Rules and Regulations. A drunk driver injured the Appellant on 1-1-22 and the Appellant has still not made a full recovery. Stephanie Gladden was informed of this in a declaratory statement, but it did not matter to her or CCHRA. It was an intentional infliction of emotional distress by retaliation through a constructive eviction, violations of state laws, violations of federal guidelines, fraudulent misrepresentations, and violations of the lease agreement. It took the Appellant contacting HUD on May 31, 2022, to get the roof, holes, and the ceilings repaired. During this time, the HUD representative confirmed that retroactive rent and monthly rent are considered to be for housing units that are in compliance with the lease and not in violation of the lease and applicable laws. We discussed the fraudulent misrepresentation of knowingly going back and obtaining rent for units that were and are in violation of the lease and S.C. laws (Code of Annotated Laws). We also discussed that it is fraudulent to get flat rental increases for units not up to industry standards from the tenants and the federal government. *Supplemental Exhibit B Rental Adjustment states, All covenants, terms, and conditions of the lease ...* includes those with HUD that units are habitable and in accordance with state laws and federal guidelines. Stephanie Gladden included the proposed rent of \$1,091.00 in the total in the application for a Writ for Eviction that was not yet agreed upon. During the Bond to Stay hearing the Appellant*

had to correct her and the magistrate judge that it could not be included when it was not yet agreed upon. How could she almost double the rent on a unit that was still not up to industry standards and in violation of state laws and federal guidelines? It was fraudulent misrepresentation that the unit was in compliance with the state laws, lease, terms, and covenants of the various agreements with HUD.

Therefore, it was unconscionable for the magistrate judge to approve a constructive eviction *a form of eviction that occurs when a landlord fails to perform adequately any of the duties the lease thereby making the tenants further use and enjoyment of the property exceedingly difficult or impossible*. The magistrate judge did that when it was reported and colored pictures provided of the leaking sewage/wastewater issue with the septic tank. The magistrate judge ignored the violation of S.C. Code Ann. §§ 27-40-630 *Wrongful Failure to Provide Essential Services*, 27-40-720 *Non-compliance Affecting Health and Safety*, and 27-40-440 *Landlord to Maintain Premises* by CCHRA, then the Plaintiff now Respondent. The colored pictures provided by the then Defendant, now Appellant showed the beginning of the wastewater spillage that soon encompassed the immediate backyard area. S.C. DHEC had to intervene. *Supplemental Exhibit E Notice of Unpermitted/Unapproved Domestic Wastewater Discharge*. A copy of the warning given by them to the Respondent to get it remedied within 5 days before DHEC returned and a fine is recommended. The Respondent's Motion to Dismiss Appeal states on page 3 lines 46-49 wrongfully that: *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 services. Id. Based upon those findings, the Magistrate entered an Order for eviction.* This is unmistakable evidence that the magistrate judge's decision was wrong, biased, and

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prejudiced. The evidence was right before the magistrate judge. The Respondent's attorney again provides false information to the court while proving the Appellant's case not only for an appeal, but a reversal of that erroneous decision. Page 3 lines 58-59 of the Motion to Dismiss Appeal states: *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.* The Respondent's attorney is failing to provide truth in writing to the court. The Appellant did in fact bring the matters before the court. The magistrate judge chose to ignore the laws of the state of South Carolina that were sworn to be upheld. The CEO, Franklin Scott was asked multiple times to investigate why full resolution had not taken place with the septic issues. He told the Appellant to contact DHEC again. This after DHEC had to come out to help facilitate CCHRA to do their part in getting the drain line for the septic tank done. Franklin Scott tried to fraudulently place the cause of the septic tank overflow of wastewater on Hurricane Ian, but the issue was noticed in August 2022 through gurgling sounds thought to have been from elsewhere, but the wastewater was notice on 9/5/22 and was already reported to the agent and the magistrate judge. *Supplemental Exhibit F pages 1, 2.* It took two months before the drain line was put in. During the second visit by Knights the Appellant called Stephanie Gladden to allow her to hear from one of the workers that a drain line needed to be done. It was a waste of money to call them out there without resolving the problem. Because when Knights pumped the septic tank, it overflowed within two days. Stephanie Gladden was not receptive to the worker from Knights. But that is how she knew that a drain line would be needed. The situation made the Appellant have to go to her neighbors to explain the awful smell from the wastewater that happened even when showering it covered the immediate backyard. It was a *nuisance* for the tenants. The Appellant

tried to quell it from becoming a nuisance for the neighbors whom the Appellant loves. The Appellant even had to contact the elected officials for assistance. Even though the board voted to not have individual communication with the tenants, the Appellant left a message on a Commissioner's home line about the severity of the situation that was into a second month. If Stephanie Gladden had listened and acted promptly, the Appellant would not have been farther down on the list to be taken care of by Knights. When CCHRA finally did act to provide an alternate place to shower until it was done it was right before the drain line was scheduled to be installed. The Appellant was suffering a great deal of discomfort from the injuries due to all of the aggravation from wastewater issue and the other unlawful acts by CCHRA. Leaving the house was not a good move at that point due to the pain and discomfort being experienced, not just physically. A constructive eviction attempt was underway, and it took a toll on the tenants. BUT GOD. In accordance with the filing date of this request to Amend A Judgment 344 days have passed, and full resolution has not been achieved in this situation. Again, violating state law for *27-40-720 Non-Compliance Affecting Health and Safety*. The CEO and property manager preferred to gaslight the Appellant when incompetence is at hand for CCHRA. *27-40-630 Wrongful Failure to Provide Essential Services*. The *Supplemental Exhibit E* shows when DHEC came on 11/2/22 and gave them 5 days to take care of the matter. When the Appellant began to speak on this issue on 5-31-23 Judge Price had the Appellant to stop talking. Just maybe if he would have allowed the Appellant to finish speaking, closure may have been achieved with this issue that has been going on now for 344 days, 21 days short of a year. Even while in the courts, which is the law *27-40-440 Landlord to Maintain Premises*. Again, providing the tenants a

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constructive eviction is unconscionable and illegal.

Page 3 lines 60 – 61 the Respondent’s Motion to Dismiss Appeal states *Further, Ms. Oliver only asserts in her appeal that Judge Waring was in error for failing to consider hearsay video evidence.* This assertion is another untruthful statement presented to the court by the Respondent’s attorney *possibly may* be in violation of the Rules of Conduct for lawyers. The following lines from the Motion to Dismiss the Appeal: 46-49, 58-49, and 60-61 are perfect examples of misleading contributions to the court. They even contradict each other (i.e., Ms. Oliver only asserts... [lines 60-61], ... defenses raised... [lines 46-49], Ms. Oliver fails to identify matter... [lines 58-59] all contradictory of each other). What is not contradictory is the magistrate judge failed to follow Rule 803(b), SCRE *Hearsay*, the matter is not hearsay if it is done in the furtherance of CCHRA. The Chairman did in fact make the comments in the furtherance of CCHRA’s business. Rule 801 d (2), SCRE *Admission by Party/Opponent* makes it an exception. The Respondent’s attorney on Page 5 lines 108 -109 informs: *Mr. Sandino’s comment made regarding those that could not make payments during the pandemic.* That makes it a rule and it must be communicated in accordance with §27-40-520 (a) 3, *Rules and Regulations*. Also, it should have been allowed to be put into evidence because Rules and Regulations are in fact relevant for admission due to its governing authority for CCHRA and tenants. By omitting the Rules and Regulation is not utilizing sound discretion. *The admission of evidence is within the sound discretion of the trial court.* State v. McDonald, 343 S.C. 319, 540 S.E.2d 464 (2000); State v. Patterson, 337 S.C. 215, 522 S.E.2d 845 (Ct. App. 1999). The Respondent’s attorney on Page 5 line 109 – 110, *The Magistrate found that the*

*"Landlord/Respondent's objection to relevancy were sustained." Mag. Ret. 2.* The magistrate judge would have known it was CCHRA's policy and could not be ignored, but the magistrate judge showed prejudice and abuse of discretion by leaving the courtroom with the bailiff, which rendered the magistrate judge unknowledgeable of the recording's content and unable to make an informed decision concerning the recording's admissibility. *A court's ruling on the admissibility of evidence will not be reversed by the court absent an abuse of discretion or the commission of legal error which results in prejudice to the defendant.* State v. Mansfield, 343 S.C. 66, 538 S.E.2d 25 (2000). State v. Blassingame, 338 S.C. 240, 525 S.E.2d 535 (CT. App. 1999). Exactly what the then Defendant was subjected to when the magistrate judge required a transcript of the video. Yet, when the Appellant informed the magistrate judge there was an onscreen transcript the magistrate judge then refused to view the video. Otherwise, it is fraud by CCHRA with all of the elements met. Blatantly, showing prejudice to the then Defendant and not using sound discretion.

The Respondent's attorney helped to illustrate in all the cited cases that at no time did any of the ruling judges in any of the cases leave the courtroom along with their staff and refused to hear evidence. By being present it enabled any of the ruling judges to make an informed decision free of bias and prejudice about any evidence. However, in this case that same evidence was connected to a piece of evidence already registered by the magistrate judge as evidence. Logically connected in the use of the same verbiage, subject, and context. The excluded evidence is referenced within the evidence already accepted that shows its connectiveness. In *State v. McLeod* 362 S.C. 73, 606 S.E. 2d 215 (2004) *the foundation has to be laid for the evidence.* The magistrate judge allowed the foundation to be laid when the Acceptance was allowed into

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evidence. The magistrate judge would not have been able to equitably rule on the subject matter if the magistrate judge refused to become aware of the evidentiary facts. However, the magistrate judge in this case allowed the then Plaintiff, now Respondent, to view the recording excluding the magistrate judge which is a big deviation. It is not the jury being excused it is the ruling judge doing it. Nowhere in case law is this type of behavior found by the ruling judge without a judge just recusing themselves. *State v. Brooks*, 341 S.C. 57, 533 S.E.2d 146 (1991) states logical relevance prevails. The video and ABHAN or ABIK (Assault and with Intent to Kill) were ruled not logically relevant in *State v Hamilton*, 344 S.C. 344, 357,543 S.E.2d 586, (Ct. App 2001). In this case the ruling judge viewed the video before making the decision and did not just rely on the anticipated objections from the State. Both the Acceptance and the recording were logically connected through a causal relationship. To accept one without the other made no logical sense because they were hand in hand. The video had it been viewed properly by the magistrate judge would have seen how logically the causal relational connectedness with the current issue it is. *Supplemental Exhibit C page 14 Shows the example of the results of the video with 21 residents on a payment plan as of 8-24-22 Board of Commissioner's Meeting. The payment plan was used to avoid eviction for the 21 residents. In conjunction with the no eviction during the pandemic rule/regulation.* The probative value is not significantly outweighed by unfair prejudice. It is a change in CCHRA's operating policy/procedure that needed to be known by the court that would have had an effectual termination to the eviction proceedings. The recording has a very high relevancy value. The video spoke for itself. Any argument against will not have any teeth. The magistrate judge showed prejudice by reviewing and being willing to view any other items up for evidence but showed prejudice against the no eviction policy

recording. The policy/procedure change was highly relevant in the conducting of the Respondent's operation of business. *27-40-520 Rules and Regulation*. The new policy/procedure was no evictions during the pandemic. Also, there was no confusion expressed by the CCHRA staff. The staff never stated confusion just that the staff member had never seen it [the recording] before. Yet, in that same recording the board chair proffers how closely he works with the CEO. The lack of knowledge of the recording by the opposition does not make it irrelevant. The magistrate judge's lack of desire to know doesn't make it irrelevant. *State v. Alexander*, 303; S.C. 377, 401 S.E.2d 146 (1991) *touches on unfair prejudice but in this case, it would be from the ruling judge for not treating all evidence the same to preserve it from bias*. Instead, bias was added by the magistrate judge. CCHRA was still operating in COVID protocols during the time of September 7, 2022, the board's chairman Sandino Moses proffered that there would be no evictions in the pandemic. "We are not in the business of putting families on the street. We're a family." Now those words were the catalyst prompting the Appellant to show Stephanie Gladden that it was in the furtherance of CCHRA business not the Father-to-Father program, not that she was confused. It was an attempt to deflect. She tried to make the claim that it was from the program that was Sandino Moses's previous job. Relevancy through logicalness now through foundational connectedness. Surely, the same topic, verbiage, time/setting, and with no offsetting components. Rule 401, SCRE Relevant evidence ... more probable or less probable than it would be without the evidence. Rule 402, SCRE, All relevant evidence is admissible.... Rule 801 d (2), SCRE *Admissions by Party/Opponent* makes it an exception and it was made by the declarant himself, Sandino Moses. Not hearsay- excluded from hearsay. The statements that were relied upon policy/procedure modification, and the staff says it is of no relevance (even though it

clearly is logically connected). The ruling judge received as evidence the Acceptance that foundationally references the recording so to allow that without seeing the totality of the said agreement is unconstitutional. The magistrate judge declared that a review of the evidence was done prior to making the ruling. There is no way it was foreseeable that the magistrate judge would be able to make a lawful and constitutionally sound decision *without* knowing the matter at hand in totality. Surely, one entrusted with being a judge should have seen the connectedness of the Acceptance and the referencing of the recording or employ Rule 801 d (2) SCRE *Admissions by Party/Opponent* or Rule 803(5) SCRE *Recorded Recollections* ... may not in itself be received as an exhibit unless offered by an adverse party. Would not the average person ask or inquire about an Acceptance to a no eviction policy in balancing the scales of justice? However, there are measures that could have been used by an unbiased unprejudiced person overseeing the proceedings on that day when both parties were at an impasse. The judgment violated of the Appellant's Constitutional Rights to due process. Again, there is no way it was foreseeable to be able to make a lawful decision without knowing the matter at hand which was the Respondent's own policy §27-40-520 *Rules and Regulations (6) Tenant has notice of them ...when they are adopted*. The magistrate judge should have been in the courtroom ensuring that both the Defendant's and the Plaintiff's right to due process in an equitable manner in accordance with the Constitution along with state and federal law. But if the magistrate judge had already made up her mind to side with the then Plaintiff (CCHRA) and the then Defendant tells the court that what is about to be presented will show why the then Defendant should not even be in there [court] today. Instead of listening the magistrate judge and bailiff exited the courtroom. The parties (Stephanie Gladden, Bryant Sanders and the then Defendant) only viewed

snippets that were relevant to the trial. The Appellant never indulged the court for the recording's full length as indicated by opposing counsel. How are the snippets lawful for the then Plaintiff to view, but not the magistrate judge, the one making the final determination?

Nowhere in the leasing agreement or any HUD agreement does it indicate that if a tenant does not become a party to the fraudulent misrepresentations made by the Public Housing Authority (PHA) they would be evicted and subject to homelessness. Stephanie Gladden proffered during the bond to stay hearing that the flat rate was increased in 2019. How could they increase the flat rate for a house/unit that was not up to industry standards? Tenants should not be made to choose to be a party to fraudulent activities or be homeless. Commit fraud with CCHRA or be outdoors. Unconscionable. To subject tenants to such duress is unethical and illegal. CCHRA is culpable of fraudulent misrepresentations to the federal government. All HUD agreements are for housing units that meet industry standards and both state and federal law. Again, nowhere in the leasing agreement or any HUD agreement does it indicate that a tenant must commit a crime or civil tort to be a tenant or become homeless for refusing to do so. Forcing a tenant to be complicit in the scheme to make fraudulent misrepresentations is punishable by law. What about the vulnerable population that CCHRA is entrusted to serve (the elderly and disabled)? *Supplemental Exhibit F pages 1-2 On 3-22-22 at the Board of Commissioner's meeting the CEO, Franklin Scott, informed those in attendance of the following, "Right now, we are challenged with a number of property issues, to include single family houses and Brighton Place."* That statement includes not only the Appellant it also involves the elderly and disabled. A form of abuse of the laws may be taking place with that vulnerable population, too. *Supplemental Exhibit F page 5 The Appellant made known to the CEO that on 4-21-22*

*Stephanie Gladden was notified and on May 19, 2022, he was notified that the stress was delaying a full recovery of the injuries from the drunk driver. If there was a disregard for my health and safety imagine what is taking place with those who have no one to advocate for them. There are violations of the fiduciary duties to the tenants by the CEO and staff. Even the Chair of the Board conned the commissioners into changing the bylaws where they don't speak with the residents individually or discuss CCHRA's business outside of their meetings. Mag. Ret with letter to Sandino Moses. Who does that? This after the issue of the video came about and Sandino Moses was asked to meet with the Appellant and his pastor to resolve the issue biblically. What appointed person with fiduciary duties refuses to speak with those he or she serves? According to the CEO at the 3-23-22 Board of Commissioner's meeting, "Over \$45,000.00 was donated by Charleston County Emergency Rental Assistance Program." Supplemental Exhibit C page 6. To prevent tenants from being evicted and thrown into the streets. Even the Hearing procedures are stacked against the resident/tenants. Supplemental Exhibit D page 3 (see 5.0) and page 4 (see section D). First, they did not follow their own ten-day guideline for a hearing request to be met. Secondly, their then employee directed a subordinate employee to commit a federal offense at the Appellant's residence and tried to use intimidation against the Appellant. This after Stephanie Gladden did not show up as agreed upon (she later apologized) to remedy them not meeting their own policy and procedures for the hearing. To date the CEO, Franklin Scott, has yet to provide the results of the requested investigation into the matter of intimidation and retaliation. The hearing officer never provided other requested materials thereby rendering it unavailable to be discussed at the*

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hearing. The magistrate judge only stated she did not know the policy when the Appellant informed the magistrate judge that the requested hearing materials were not provided in the prescribed timeline. It is a policy that needs to change as it is a tactic to keep matters from being discussed that are pertinent to the subject matter of a hearing.

### Analysis of Law

CCHRA is more than likely in violation of their own lease agreement and various state laws. Another violation of their fiduciary duties.

CCHRA is more than likely in violation of their agreement with HUD to provide housing units that are not in violation of state laws, the lease agreement, and federal guidelines. *On 3-22-22 at the Board of Commissioner's meeting the CEO, Franklin Scott, informed those in attendance of the following, "Right now, we are challenged with a number of property issues, to include single family houses and Brighton Place. Id.* These challenges include essential services. A violation of their fiduciary duties.

CCHRA more than likely provided fraudulent misrepresentations to the court by trying to retroactively obtain funds when they were and still are in violation of state laws, the lease agreement, and federal guidelines for HUD. Another violation of their fiduciary duties.

CCHRA more than likely knowingly commenced a constructive eviction against the Appellant causing intentional infliction of emotional duress. This after it was reported via telephone on May 19, 2022, to their agents that the Appellant had to seek treatment after not being treated with dignity and respect by their staff. The Appellant has reported the continued mistreatment has delayed a full recovery – undue duress. Also, by their agents withholding pertinent information about a repayment plan or over \$45,000.00 available funds to assist. The

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agents breached various agreements causing further emotional duress. Another violation of their fiduciary duties.

CCHRA more than likely abused the process. Stephanie Gladden had an opportunity to pause and ask for a continuation when she viewed the comments of Sandino Moses. Even if it was her first time viewing the recording, she had knowledge of at least 21 residents being on a payment plan and over \$45,000.00 in funds available from Charleston County to prevent evictions. The filing of this Motion to Dismiss the Appeal knowing that CCHRA was in violation of various state laws, the lease and federal guidelines with HUD is another form of Abuse of Process. A violation of their fiduciary duties.

The magistrate judge more than likely erred in the decision by allowing CCHRA to obtain an ejectment over funds not legally due to them. They were and still are in violation of their own leasing agreement for essential services, state laws, and federal guidelines with HUD. They admittedly offered in court that they breached the lease agreement. A person can't break state laws and retroactively seek payment for doing so. They surely can't still be in violation of the laws and retroactively seek monies for it.

The magistrate judge more than likely erred in the decision to not allow the recording that contained rules and regulations for CCHRA's policy enforcement to be evidence in accordance with Rule 803, SCRE, Rule 801, SCRE, Rule 401, SCRE, and Rule 402, SCRE with case law to support this analysis.

The magistrate judge more than likely abused and did not use sound discretion by leaving the courtroom and not viewing the recording while allowing the then Plaintiff to do so. The magistrate judge could not make an informed decision without prejudiced decision against the

then Defendant now Appellant. The Respondent's attorney proved this with *State v Hamilton*, 344 S.C. 344, 357,543 S.E.2d 586, (Ct. App 2001).

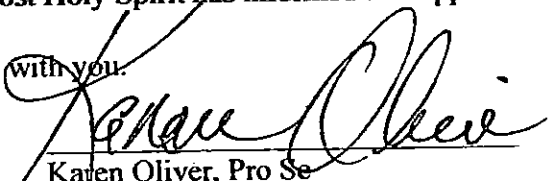
The magistrate judge more than likely erred by allowing a constructive eviction to take place with the continued breach of essential services.

**Conclusion**

Not only should the appeal be reinstated, but the constructive via the Writ of Ejectment eviction should also be overturned. The Holy Ghost Holy Spirit has informed the Appellant to Stand ye still, and see the salvation of the LORD with you.

Dated 17<sup>th</sup> day of August 2023

8-17-2023

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

Supp. Exhibit "1"  
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.

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The reasons for the application were for failure or refusal to pay rent when due and terms of the Lease were violated. *Id.* Specifically, the application identifies that Ms. Oliver continuously failed to pay rent. Mag. Ret. 3. Under Section 2 of the Lease, Appellant and CCHRA agreed to a rental amount of \$583.00 per month. Mag. Ret. At 31. Section 2(A) states that “rent is due and payable in advance without notice on the first day of each month and is delinquent after the fifth day of each month. Mag. Ret. at 33. The Lease acknowledges that “management shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of the lease.” Mag. Ret. 39 (Lease 12(A)). This includes, “failure to make payments due under this lease or to fulfill obligations of resident set forth in this lease or for other good cause.” *Id.* Based upon the Application for Ejectment, a rule to show cause hearing was scheduled in the lower matter on September 7, 2022. Mag. Ret. at 1.

On September 8, 2022, the Magistrate entered an order of eviction based upon the evidence presented at the Ejectment proceeding. Mag. Ret. 3. The same day, the Appellant filed her appeal with the Circuit Court. See Mag. Ret. at 16. The appeal stopped the writ of ejectment and stayed the lower court case. The Appellant filed an appeal with the Circuit Court on the grounds that the judge refused to listen or view a recording of an interview with CCHRA’s chairman, Mr. Sandino Moses. Mag. Ret. 16. The court below denied use of the video on the grounds that it was not relevant. Plaintiff contends that the video evidence should have been allowed and that the Magistrate Court did not indicate “how videos are to be presented.” Mag. Ret. 16.

As noted in the Magistrate’s Return of October 13, 2022, a bench trial was held in reference to the Application for Ejectment filed by CCHRA. CCHRA appeared at the hearing and presented seven Exhibits regarding the eviction process. The Notice of the hearing gave the

1 Appellant Form SCCA733B which gave notice for the instructions for eviction hearings  
2 including "it is the parties' responsibility to bring any witnesses or other evidence they want the  
3 court to consider." Mag Ret. 1. The Appellant testified that she had suffered loss of enjoyment of  
4 the premises and that she was unable to sign a new lease because the property was below  
5 industry standard and she was not provided a breakdown of the rent under the reexamination  
6 process. Mag. Ret. 3. Appellant admitted that she had "not paid any amount of the rent that was  
7 due." *Id.*

8 Based upon the documents, the Magistrate made a ruling from the Bench. Mag. Ret. 3.  
9 The Magistrate stated that the Appellant's defenses were raised, but no evidence was provided to  
10 validate that CCHRA failed to provide one or more essential service. *Id.* Based upon those  
11 findings, the Magistrate entered an Order for eviction.

12 **III. LAW AND ANALYSIS**

13 **A. Oliver's Appeal Should Be Denied**

14 South Carolina Code of Laws Section 18-7-170 reads "Upon hearing the appeal the  
15 appellate court shall give judgment according to the justice of the case, without regard to  
16 technical errors or defects which do not affect the merits. In giving judgment, the court may  
17 affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties  
18 and for errors of law or fact."

19 Judge Waring's Return correctly summarizes the events that took place leading to the  
20 Appellant's writ of eviction. No errors of law or fact were committed at the Magistrate level  
21 hearing. Ms. Oliver fails to identify matters before the court that were an issue at the hearing(s)  
22 below. Further, Ms. Oliver only asserts in her appeal that Judge Waring was in error for failing to  
23 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

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Supp. Exhibit II  
p. 697

Email: cbowers@pnalaw.net  
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*Attorneys for Plaintiff /Respondent  
Charleston County Housing & Redevelopment  
Authority*

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**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.

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Transcript

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STATE OF SOUTH CAROLINA \* COURT OF COMMON PLEAS  
\*  
COUNTY OF CHARLESTON \* TRANSCRIPT OF RECORD

-----X  
KAREN OLIVER, \*  
\*  
Appellant, \*  
\*  
vs. \* Case No. 2023-CP-10-01598  
\*  
CHARLESTON COUNTY HOUSING \*  
AND REDEVELOPMENT AUTHORITY, \*  
\*  
Defendant. \*  
-----X

May 31, 2023

**B E F O R E:**

The Honorable Bentley Price, Presiding Judge

**A P P E A R A N C E S:**

Karen Oliver, Pro Se Appellant  
Carlton Bowers, Esq.  
Attorney for the Defendant

Recorded by: OWL Courtroom System

Transcribed by: Bobbi Fisher, RPR  
SC Official Court Reporter III

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**I N D E X**

<b>DESCRIPTION</b>	<b>PAGE</b>
<b>Proceedings</b>	<b>3</b>

**E X H I B I T S**

(None.)

**COURT REPORTER LEGEND**

<b>Dash (—)</b>	Indicates an interruption in speech
<b>Ellipses (...)</b>	Indicates trailing off in speech
<b>(ph)</b>	Indicates phonetic word
<b>[Verbatim]</b>	Indicates the word is said as written
<b>(Indiscernible)</b>	<b>[Transcription]</b> Indicates word(s) is not known due to audio recording quality

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

1  
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.

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1           The Rule 10-001 says that you are to treat those  
2 things the same. When it came to the video, when I told  
3 the judge that this video right here would prove that I  
4 did not need -- need to be here in the court, which it  
5 stated that there would be no evictions during COVID, and  
6 she refused to look at the video.

7           But what she did is she took herself and her staff  
8 out of the courtroom, allowed CCHRA to review the video.  
9 And when she came -- well, we were still reviewing --  
10 well, I was verifying, but it was actually reviewed at  
11 that point. We were verifying, and she came back into the  
12 courtroom and she wanted to know if we were completed. I  
13 said, no, I was making sure that -- showing her that this  
14 took place while the chairman of the board was actually an  
15 employee with CCHRA. She was trying to deny that it was  
16 actually, you know, a thing that he's saying.

17           Well, the video proves and spoke for itself. But  
18 the judge refused to look at the video. And when her  
19 denying looking at the video and also removing everyone  
20 from the courtroom -- her staff -- herself and her staff  
21 from the courtroom, so we came with a disagreement. I  
22 wanted it entered into evidence, and she did not want it  
23 entered into evidence, then how could the judge make a  
24 (indiscernible) an unbiased decision if she didn't see the  
25 video to say that the video was not relevant. She

1 accepted it like -- acceptance and consideration into  
2 evidence that relates to the video itself.

3 So how could she make a determination that the  
4 consideration of acceptance is not even valid or even --  
5 that the people verified if she won't look at the video  
6 that which I responded to?

7 And on the acceptance and consideration, it  
8 references the video itself. And, also, when she -- with  
9 the video, she tried to -- let's see -- require a  
10 transcript. Well, the video has its own transcript. She  
11 just didn't want to see the video because the video  
12 exonerated me in a sense, because it said no evictions  
13 during COVID -- well, no, not during COVID but during the  
14 pandemic.

15 And at that time, CCHRA was still operating under  
16 the COVID protocols. I couldn't even go in to do my  
17 annual review because they were doing things -- not  
18 letting people come in. They were doing things just  
19 through the mail. They weren't letting me come in.

20 And I had issues, and I couldn't get them to resolve  
21 it. And also on this right here, he gave cases. There's  
22 cases of State v. Brooks right there on that line that he  
23 tried to get the judge. He actually looked at the video  
24 and he -- not only did he look at the video, he looked at  
25 the other evidence so he could be make an unbiased

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1 decision.

2 So if videos are not allowed in magistrate's court,  
3 then it should be put into the protocols and procedures,  
4 but there's nothing there that's saying I could not use a  
5 video. Where she asked for the transcript, the transcript  
6 was right there on the video.

7 Now, Rule 10-001 says that you treat photographs the  
8 same way you treat videos and videos the same, vice versa.  
9 So when it came later, she accepted my pictures. There  
10 was no extra put on the pictures, the photographs. So,  
11 therefore, those two should have been treated the same.

12 And then, Judge, why are you going to leave out  
13 while I'm doing this? Why are you going to get up right  
14 now, you and your staff, and leave and not hear the rest  
15 of this? Because that's basically what took place for me.  
16 I gave you the recording and the evidence that you could  
17 hear. I deserve to be heard.

18 That right there was relevant information on that  
19 video. That video — let's go. State vs. Landfield and  
20 State vs. (Indiscernible). They said that the absence of  
21 abuse of discretion are common legal error which results  
22 in a prejudice to the defendant. And that's what I  
23 experienced. I experienced prejudice to me because she  
24 tried to treat those two evidence — pieces of evidence  
25 differently.

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1           Now, you had a transcript already, the text in the  
2 video, so then what else is there? (Indiscernible) looked  
3 at what is going on or not because state and federal law  
4 is the same there. Now, you don't see former President  
5 Trump that haven't had his access (indiscernible) with  
6 video not being there that has to have a transcript on it.  
7 George Floyd (indiscernible) and did not have to have a  
8 transcript on it. And state and federal laws are the  
9 same.

10           So, now, I have to say something else, Judge.  
11 Please --

12           THE COURT: Well, let's wrap it up.

13           MS. OLIVER: Okay. Well, let me -- let's go to the  
14 relevance. The relevance, now had she (indiscernible)  
15 saying it's not relevant. If you can't see it, how can  
16 you tell if it's relevant? Because it was connected. You  
17 have got to have logically connectedness. And to have it,  
18 the foundation was already put when she accepted the  
19 acceptance which is consideration. So how can you tell  
20 there wasn't a contract if you won't look at all the  
21 pieces? She just wanted to get rid of me out of that  
22 courtroom.

23           Okay. And then she even started to say about, "Oh,  
24 like you're just a judge, see how (indiscernible) hooked  
25 this up?" Now, you just didn't just -- when it's time for

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

A0005A

CERTIFICATE OF TRANSCRIBER

CASE NAME/NUMBER: Karen Oliver v. CCHRA

2023-CP-10-01598

DATE OF HEARING: 5-31-23

COURT REPORTER/MONITOR: OWL Courtroom System

\*\*\*\*\*

I, Bobbi Fisher, do hereby certify that the foregoing transcript is a true and correct record of the recorded proceedings; that said proceedings were transcribed to the best of my ability from the audio recording and supporting information, and that I am neither counsel for, related to, nor employed by any of the parties to this case, and I have no interest, financial or otherwise, in its outcome.

Bobbi Fisher

/s/ Bobbi Fisher

Bobbi Fisher, RPR and Certified Transcriber

Date Submitted: 1/24/24

NOTE: PURSUANT TO RULE 607(h)(1)(B), SCACR, "A COURT REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR FURNISHING A COPY OF A PREVIOUSLY PREPARED TRANSCRIPT." ALL REQUESTS FOR COPIES OF THE ATTACHED TRANSCRIPT (FORM 800) FROM OPPOSING PARTY OR NON-PARTIES MUST BE SENT TO THIS REPORTER AT BFISHER@SCCOURTS.ORG.

## Charges



\*Flash drive is in the CP drawer\*

Audio  
of  
Magistrate  
9-7-22  
from the Court.  
9:30 Mark  
Denies Defendant  
Right to question  
Plaintiff  
Due Process  
NO 256

2022-CP-10-4182

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Karen Oliver

APPELLANT(S)

VS.

CCHRA

RESPONDENT(S)

COMMON PLEAS CASE NUMBER

2022CV1011000131

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

SUPPLEMENTAL EXHIBITS

Now Comes Forth With HALLEUJAH (!!!) the Appellant, Karen Oliver, submitting the following exhibits:

Exhibit A: Recording

Exhibit B: Checks not stopped, Rent Adjustments

Exhibit C: HUD/PHA payment plan March 2022, August 2022 meeting notes

Exhibit D: Hearing Procedure

Exhibit E: DHEC notice

Exhibit F: Emails to CEO

Exhibit G: Emails informing CCHRA no invitee ever came to residence

FILED  
2023 MAY 26 PM 2:44  
JULIE J. ARMSTRONG  
CLERK OF COURT

May 26, 2023  
Date

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

000057

PUBLIC HOUSING GRIEVANCE PROCEDURE

1 1.0 RIGHT TO A HEARING

2 Upon the filing of a written request as provided in these procedures, a  
3 resident shall be entitled to a hearing before a Hearing Officer.

4 2.0 DEFINITIONS

5 For the purpose of this Grievance procedure, the following definitions are  
6 applicable:

7 A. "Grievance" shall mean any dispute, which a resident may have with  
8 respect to the Charleston Housing Authority's action or failure to act  
9 in accordance with the individual resident's rights, duties, welfare or  
10 status. Grievance does not include any dispute a resident may have  
11 with the Authority concerning a termination of tenancy or eviction that involves  
12 any criminal activity that threatens the health, safety, or right to peaceful  
13 enjoyment of the Authority's public housing premises by other residents or  
14 employees of the Authority; or any violent or drug-related criminal activity on or  
15 near such premise. Nor shall this process apply to disputes between residents not  
16 involving the Charleston County Housing Authority or to class grievances.

17 B. "Complainant" shall mean any resident whose grievance is presented to the  
18 Charleston County Housing Authority or at the development management office in  
19 accordance with sections 3.0 and 4.0 of this procedure.

20 C. "Elements of Due Process" shall mean an eviction action or a  
21 termination of tenancy in a State or local court in which the following  
22 procedural safeguards are required:

23 1. Adequate notice to the resident of the grounds for terminating the tenancy and  
24 for eviction;

25 2. Right of the resident to be represented by counsel.

26 3. Opportunity for the resident to refute the evidence presented by the Authority  
27 including the right to confront and cross examine witnesses and to present any  
28 affirmative legal or equitable defense which the resident may have; and

29 4. A decision on the merits.

30 D. "Hearing Officer" shall mean a person selected in accordance with section 4.0  
31 of these procedures to hear grievances and render a decision with respect thereto.

32 E. "Resident" shall mean the adult person (or persons) other than a live-in aide:

33 1. Who resides in the unit and who executed the lease with the  
34 Charleston County Housing Authority as lessee of the premises, or,  
35 if no such person now resides in the premises,

36 2. Who resides in the unit and who is the remaining head of  
37 household of the resident family residing in the unit.

38 F. "Resident Organization" includes a resident management corporation.

39 G. "Promptly" (as used in section 3.0, and 4.0 (D)), shall mean within the time  
40 period indicated in a notice from Charleston County Housing Authority of a proposed  
41 action which would provide the basis for a grievance if the resident has received a  
42 notice of a proposed action from the agency.

Attachment EXHIBIT 1  
Submitted by  
Respondent  
9-7-22  
292

**3.0 PROCEDURES PRIOR TO A HEARING**

Any grievance shall be promptly and personally presented, either orally or in writing, to the Charleston County Housing Authority office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

**4.0 PROCEDURES TO OBTAIN A HEARING**

**4.1 REQUEST FOR HEARING**

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

**4.2 SELECTION OF A HEARING OFFICER**

A grievance hearing shall be conducted by an impartial person appointed by the Charleston County Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The Charleston County Housing Authority shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Charleston County Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

**4.3 FAILURE TO REQUEST A HEARING**

If the resident does not request a hearing in accordance with this section, then the Charleston County Housing Authority's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Charleston County Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

**4.4 HEARING PREREQUISITE**

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

**4.5 ESCROW DEPOSIT**

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Charleston County Housing Authority claims is due, the resident shall pay to the Charleston County Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount

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

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,

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Attachment #  
EXHIBIT A From  
p. 2 of 3 hearing  
Officer  
Supp. EXHIBIT A

- 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. "Resident Organization" includes a resident management corporation.
- G. "Promptly" (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Charleston County Housing Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

**3.0 PROCEDURES PRIOR TO A HEARING**

Any grievance shall be promptly and personally presented, either orally or in writing, to the Charleston County Housing Authority office or to the office of the development in which the resident resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

**4.0 PROCEDURES TO OBTAIN A HEARING**

**4.1 REQUEST FOR HEARING**

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

**4.2 SELECTION OF A HEARING OFFICER**

A grievance hearing shall be conducted by an impartial person appointed by the Charleston County Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The Charleston County Housing Authority shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Charleston County Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

**4.3 FAILURE TO REQUEST A HEARING**

If the resident does not request a hearing in accordance with this section, then the Charleston County Housing Authority's disposition of the grievance under

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Exhibit A From hearing officer  
As 39  
Supp. Exhibit A

section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Charleston County Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

#### 4.4 HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

#### 4.5 ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Charleston County Housing Authority claims is due, the resident shall pay to the Charleston County Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Charleston County Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Charleston County Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Charleston County Housing Authority's disposition of his grievance in any appropriate judicial proceeding,

#### 4.6 SCHEDULING OF HEARINGS

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

#### 5.0 PROCEDURES GOVERNING THE HEARING

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

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

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

- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Charleston County Housing Authority or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

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

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

The following accommodation will be made for persons with disabilities:

- A. The Charleston County Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

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

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

#### 7.0 DECISION OF THE HEARING OFFICER

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

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

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

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

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



# Notice of Unpermitted/Unapproved Domestic Wastewater Discharge

Bureau of Environmental Health Services

Property Owner: Charleston County Housing and Redevelopment Authority

Tenant's Name (if applicable): \_\_\_\_\_

Site Address: 1445 Gholson St, Johns Island, SC 29455

Date of Investigation: 11/21/22 Time of Investigation: 12:00 PM

Department staff conducted an investigation at the above address. During the investigation, Department staff observed:  
At the rear of the house there is a noticeable area of standing water that appears to be wastewater. Tenant states issue has been going on since September. Property owner has been notified by the tenant of the septic system malfunction, but system continues to malfunction even after repairs by septic contractor were attempted to be made.

The Department identified:

- Unpermitted discharges of domestic wastewater and/or sewage into the environment are occurring.  
**Corrective action required:** *The discharge must be eliminated through repairs or by vacating the residence(s)/ structure(s). If sewer is available, the site must be connected to sewer.*
- Occupied dwellings or other structures lack an approved means of wastewater treatment and disposal.  
**Corrective action required:** *The dwelling(s)/structure(s) must be relocated or vacated until connected to sewer, or if sewer is not accessible, they should be connected to a Department-permitted and approved onsite wastewater system.*

- Section 48-1-90 (a) of the Pollution Control Act states:  
*"It shall be unlawful for any person, directly or indirectly, to throw, drain, run, allow to seep or otherwise discharge into the environment of the State organic or inorganic matter, including sewage, industrial wastes and other wastes, except as in compliance with a permit issued by the Department."*
- Regulation 61-56, Onsite Wastewater Systems, states:  
Section 301: *"No septic tank effluent or domestic wastewater or sewage shall be discharged to the surface of the ground or into any stream or body of water in South Carolina without an appropriate permit from the Department."*
- Section 103.1 (1): *"Each dwelling, business, or other structure occupied for more than two (2) hours per day shall be provided with an approved method for the treatment and disposal of domestic wastewater."*
- Section 103.1 (4): *"The property owner shall be required to properly operate and maintain in good working order all onsite wastewater system(s) and their parts and to comply with all terms and conditions of a previously issued permit. System parts may include, but are not limited to, sealed watertight tanks, lid(s), piping, aggregate, pump, and pump components."*

Note: Permits for new onsite wastewater systems will not be issued where a wastewater treatment facility (i.e., sewer) is accessible for connection. Repairs or replacement of failing onsite wastewater systems is not allowed where sewer is available for connection.

The conditions described are not permitted by the Department. You are hereby given 5 calendar days (by 11/27/2022) to eliminate the unpermitted discharge/ unapproved method of domestic wastewater disposal as described above. Failure to complete any necessary repairs and eliminate the discharge(s) by 11/27/2022 may result in the Department taking enforcement action. If you have any questions, please contact me by telephone at (843) 753-4150 or by e-mail at frankem@dhec.sc.gov.

SCDHEC Inspector: (Print) [Signature] Date: 11/21/22

Owner/ Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

- Owner/Tenant refused to sign. Notice was left with occupant. Copies of this notice sent by USPS First-Class.
- Owner/Tenant not on site. Notice was left \_\_\_\_\_ Copies of this notice sent by USPS First-Class.

Personal information provided on this form is subject to public scrutiny or release.

Distribution: Top - Department Middle - Owner/Responsible Party Bottom - Tenant/Occupant

Septic tank's  
initial overflow  
reported to  
Anagishat  
9-7-22  
P. I. ~~1022~~

(E.)

Find messages, documents, photos or people Advanced v


Compose

Back Forward Stop Refresh Print Delete ...

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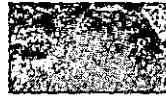
- Inbox 11K
- Unread
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- Drafts 8
- Sent
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- Spam
- Trash
- Less
- Views Hide
- Photos
- Documents
- Emails to myself
- Subscriptions
- Receipts
- Credits
- Travel
- Folders Hide
- + New Folder

Septic Tank 2 Yahoo/Sent ☆

 **AFW ISAJAH** Tue, Sep 6, 2022 at 9:16 AM ☆

**From:** slimshady968.io@gmail.com ✓

**To:** jahlovefirst@yahoo.com



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 **jahlovefirst@yahoo.com** Mon, Apr 22 at 12:23 PM ☆

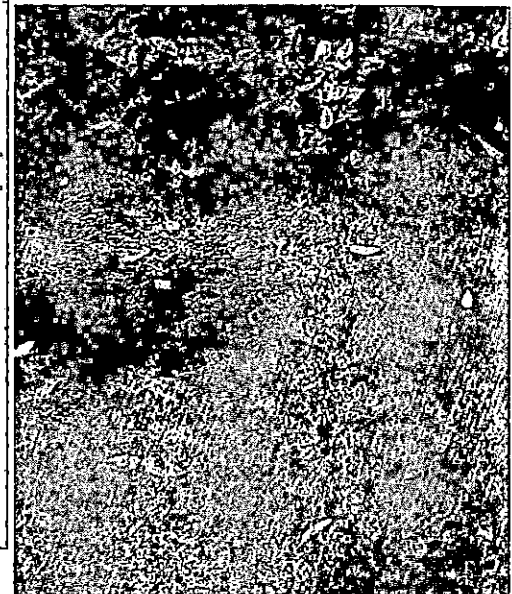
**From:** jahlovefirst@yahoo.com

**To:** koliver01@live.com

Show original message



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000 066

Exhibit F  
p 1 of 6

RE: Letter of Advise ment

From: Frank Scott (fscott@cchra.net)

To: [REDACTED]

Cc: sgladden@cchra.net

Date: Tuesday, November 8, 2022 at 06:35 PM EST

Dear Ms. Oliver,

Good afternoon, thank you for your observations and concerns. Please be advised we are working on a solutions to these challenges. We need your cooperation to move this situation forward. Please contact Stephanie Gladden tomorrow to discuss the details of this matter. It is our intentions to provide temporary lodging during this process and reimbursement for reasonable expenses related to laundry . Once again , my apologizes for the inconveniences created by this situation. We look forward to working with you to get this matter resolved. Please feel free to contact S. Gladden at 843-722-1942 or 843-297-1770. Thank you for your cooperation.

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: Monday, November 7, 2022 3:15 PM

To: Frank Scott <fscott@cchra.net>; Bryant Sanders <bsanders@cchra.net>; Stephanie Gladden <sgladden@cchra.net>; sandinomose <sandinomoses@gmail.com>; cathryndavis@gmail.com

Cc: Debra <debra.m.dusenbury@hud.gov>

Subject: Re: Letter of Advise ment

#### Fourth Request Due to Continued Lack of Response

As the DHEC representative and I walked from the front the stench was undeniable, and we were not in the back area yet. The proof of your misrepresentation of deodorizing the impacted area or having the waste contents removed was clear. I recommended that enforcement division be notified as it is their procedure. No one has been out to try to mitigate the issue since the sprinkling of lime that has long been absorbed by the continuous flow of wastewater. My family has been greatly impacted by this slumlord mentality and intentional infliction of

000 067

Exhibit F  
p 296

emotional distress via retaliation. The officials have been, and some are still being notified. Again, can we have some alternative solutions until the work is completed: laundromat cost and temporary relocating which is all reasonable requests? Is it still falling on deaf ears, blinded eyes and those with no olfactory senses?

The enclose pictures 22022107\_134748 jpg and 22022107\_134802 jpg clearly shows the continued negligence. Now we have a sub-tropical storm in the forecast unlike Hurricane Ian that Franklin Scott referenced in his letter that dissipated on October 2nd **three days short of one month of when the septic system began to spill wastewater on September 5 (Labor Day)**. Judge Waring's own words will confirm it was reported September 7 to her. Will you, Franklin Scott, try to use the forecasted sub-tropical storm Nicole as your excuse for not mitigating as you wrote? Repentance.

Just like Sandino Moses' pastor (Issaac Holt) said, "Praise HIM not for what HE Does, but for who HE Is." One thing I know for sure is that this is good trouble and GOD Is In Control!!!

On Purpose For GOD

On Sunday, November 6, 2022 at 06:45:30 PM EST, jahlovefirst@yahoo.com <jahlovefirst@yahoo.com> wrote:

### Third Request Due to Lack of Response

Greetings Franklin Scott,

Again, I am asking for you to respond by taking the appropriate actions. You have not kept your words written. There is no way that any reasonable person would think that the wastewater, feces and toilet paper coming up from the septic tank and the lime being sprinkled on 11/3/22 with no removal of the contaminated soil will believe you are trying to mitigate the problem that is a health and safety hazard. Therefore, it can only be seen as another retaliatory effort by CCHRA to intentionally inflict emotional distress to me. I parlayed to you before that CCHRA's is affecting my recovery and again I had another negative episode. I will have to report CCHRA. Regardless, if you come out yourself and remove the contaminated soil and spread more lime daily each day. The waste flows at multiple times throughout the day not just once in the day. It has gotten worse, and we can no longer do our laundry at the residence. The previous pictures were from 11/3/22 it is worse now. You have been deceptive in your words. Hurricane Ian did not produce any abnormal water levels from the rain in my yard so that is untrue. Otherwise, I would have alerted CCHRA. We had more wind than rain, but the sunshine came early on to everyone's surprise. You and your staff have not taken any of the health and

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supp-exhibit 7  
p. 394  
Exhibit C  
p. 309/18

(E.1)  
Lines 13-20  
p. 192

**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**

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1 **Franklin Scott:** Yes, and it is a systems report, it is not something we manipulate.

2 **Patrick King:** Okay. If it's similar to the five departments and information I gather to  
3 produce my document, I'd rather see my document and I'd rather the Board see my  
4 document because it's convoluted when it is within those five reports. So let me see what  
5 you've got and I will get our heads together on it. Thank you.

6 **Franklin Scott:** Yes, thank you.

7 **Sandino Moses:** Also, in your CEO monthly report we also want to get updates on any  
8 of the HR staffing hires or did we lose anybody. We definitely want to have this  
9 incorporated in your monthly CEO report as well.

10 **Franklin Scott:** We lost one maintenance technician several weeks ago, we are actively  
11 looking for additional staff in that department.

12 We've brought on Deputy Director, Mr. Sanders, we fill those positions.

13 **Sandino Moses:** Okay. Is Mr. Sanders on this phone call today?

14 **Franklin Scott:** no, he's not. He is not connected yet.

15 **Sandino Moses:** Okay.

16 **Patrick King:** We had discussed that position in finance committee, I do not understand  
17 why that hire was made.

18 **Sandino Moses:** We had that discussion and communicated with Mr. Scott, as you know,  
19 with our positions as role as commissioners, we can't make the final decision on  
20 operational affairs and Mr. Scott explained to me why it was a need to hire Mr. Sanders.

21 Mr. Scott, if you like, feel free to explain why that higher was made.

22 **Franklin Scott:** Right now, we're challenged with a number of property issues, to  
23 include single family homes and Brighton Place.

24 The issues we are having is that we are not on schedule with actual inspections and  
25 following through with the work that needs to be done. Our efforts to include last year's  
26 commitment for inspections of a little over \$50,000.00 to a third party to get these  
27 inspections done. Unfortunately, the information was collected and no follow through  
28 has been completed.

29 At this point, it was imperative that we get in the position where we can perform these  
30 efforts. Provide oversight of them and follow up on the work that's going on in the units.

Supp. Exhibit 7 p. 194

Exhibit C  
p. 18  
(E.)



**Charleston County Housing and Redevelopment Authority**  
**Improving Lives with Dignity and Pride**

Alg2  
lines 247

**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.

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Supp. Exhibit 7  
P. 294  
Exhibit C  
P. 149/18 P. agi

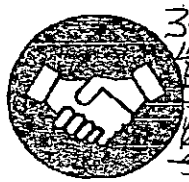
1 September 6<sup>th</sup>, she will be starting. I will reach out to Mr. King and Mr. Sandino to schedule a  
2 meeting with yourselves and Ms. Carter.  
3 We talked about the HCV Waitlist Coordinator; it is now on hold; Ms. Colette gave us the  
4 budget information and when she says we can move forward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

18 **Mr. King** – thank you Ms. Johnson, now we will move the Deputy Director's Report....  
19 **Mr. Sanders** – We had YARDI Solutions come in, we are looking at having them come in to  
20 provide us with software solutions. Some of the members of the staff attended, I think they were  
21 really impressed with the demonstration. We are waiting to hear from them about the cost.  
22 We sent out 35 14-day notices for failure to pay rent; this is a 2% decrease from the previous  
23 month's total. Rental collection efforts are still going well, I would like to commend Ms.  
24 ✓ Gladden on that, with meeting with the residents and explaining to pay rent on time. We hope to  
25 see this continue to decrease over the next several months.  
26 ✓ There were 7 evictions filed for non-payment of rent. We have 5 residents who are waiting on  
27 rental assistance which totals about \$8,300.00 we are waiting on. With residents waiting on  
28 assistance, we are requiring them to pay their current rent; I'm reviewing these accounts often to  
29 see how long we are waiting to receive payment from these agencies. I may have to contact  
30 these agencies to see what is going on, because in some cases we have been waiting for 4-5  
31 months to receive payment.  
32 We did receive \$8,400.00 in rental assistance from Charleston County Social Services and  
33 Vincent Depaw on behalf of our residents.  
34 ✓ Currently, we have 21 residents on rental repayment agreements totaling \$43,691.00. We have 2  
35 residents who have failed to keep their agreement; these two resident's balances is approximately  
36 \$4,000.00; we have filed eviction on those families.  
37 Our aged accounts payable for 30-90 days past due, totals about \$93,000.00; \$43,000.00 is on  
38 repayment agreements.  
39 Currently, we have 47 vacant apartments; at JFM, we have 14 units, we are preparing these units  
40 for occupancy. A lot of work is going on at JFM. We had one unit leased and by the end of the  
41 day we will have 3 additional units ready for lease. Our goal is to have these units leased by  
42 September 15<sup>th</sup>.

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# 1 Repayment Agreement Guidance

## 2 Remedies to Keep Families Stably Housed After the Moratorium Expires



3 HUD strongly encourages PHAs and owners to enter into repayment agreements so that  
4 families may continue to be housed after the eviction moratorium expires. For any unpaid rent  
5 after the moratorium has ended, the household has the option to repay unpaid rent in a lump  
6 sum to avoid eviction. If the household is unable to pay a lump sum, the PHA or owner is  
7 strongly encouraged to set up a repayment agreement with reasonable payments spread out  
8 over time. Below is helpful guidance regarding repayment agreements.

9 In addition, Attachment 5, 6, and 7 are repayment agreements that are provided as samples. Attachment 5  
10 and 6 are sample repayment agreements for public housing participants. Attachment 7 is from an HCV Only  
11 Agency. An owner may review their PHA's template for repayment agreements and/or view the sample  
12 repayment agreements in this toolkit.

13 **Disclaimer:** HUD does not endorse the organizations that provided the sample repayment agreements in  
14 Attachment 5, 6, and 7. The sample repayment agreements have been provided by the organization that  
15 developed them. They are provided for informational purposes only. The sample repayment agreements  
16 have not been reviewed by HUD for applicability, legality, or compliance with federal statutory and  
17 regulatory guidelines. The sharing of these documents is not intended as an endorsement by HUD. These  
18 documents were created by organizations based on their specific needs and objectives, and they may reflect  
19 local laws and policies. PHAs are reminded that they must abide by and incorporate any state and local laws  
20 into their repayment agreements.

## 21 Repayment Agreements for Public Housing and HCV programs

22 Section 16 of PIH Notice 2018-18 provides guidance on repayment agreements for public housing and PHA-  
23 owned HCV units.

### 24 For HCV:

25 HUD has not issued guidance on repayment agreements for non-PHA owners. However, an owner may  
26 consult with the PHA to establish reasonable terms in the repayment agreement. PHAs are encouraged to  
27 develop a sample repayment agreement that meets state and local laws. The owner may also view the  
28 sample repayment agreement in this toolkit that is from an HCV Only  
29 Agency (Attachment 7).



30 **Reminder!** HUD strongly encourages that owners enter into  
31 repayment agreements so that families may continue to be housed  
32 after the eviction moratorium expires, and the family can come back into compliance with the terms of  
33 their tenancy.

### 34 For Public Housing:

35 Per Section 16 of Notice 2018-18, all repayment agreements must be in writing, dated, signed by both the  
36 tenant and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at  
37 time of execution, if applicable, and the monthly repayment amount.

38 At a minimum, repayment agreements must contain the following provisions:

- 28 1 a. Reference to the paragraphs in the Public Housing lease or Section 8 information packet whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- 40 2 b. The monthly retroactive rent repayment amount is in addition to the family's regular rent contribution and is payable to the PHA.
- 41 3 The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- 47 4 Late and missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.



- 9 PHAs are required to determine retroactive rent amount as far back as the PHA has documentation of family unreported income.
- 10
- 11 o For example, if the PHA determines that the family has not reported income for a period of five years and only has documentation for the last three years, the PHA is only able to determine retroactive rent for the three years for which documentation is available.
- 12
- 13

14 **Suggested threshold in EIV Notice 2018-18:** The monthly retroactive rent payment plus the amount of rent the tenant pays at the time the repayment agreement is executed should be affordable and not exceed 40 percent of the family's monthly adjusted income. However, PHAs have the discretion to establish thresholds and policies for repayment agreements in addition to HUD required procedures.

16 **Suggested:  $Retroactive\ Monthly\ Rent + Current\ Rent \geq 40\% \text{ of } Monthly\ Adjusted\ Income$**

19 **Example 1**

- 20 • Family's monthly adjusted income is \$1,230.
- 21 • Family's monthly rent payment is \$369 (30% of the family's monthly adjusted income).
- 22 • 40% of the family's monthly adjusted income is \$492.
- 23 • The monthly payment for the repayment agreement should not exceed \$123 per month (\$369 monthly rent + \$123 repayment = \$492, 40% of the family's monthly adjusted income.)
- 24
- 25

26 **Repayment Time Period.** The period in which the retroactive rent balance will be repaid is based on the monthly payments and original retroactive balance.

28 **Example 2**

- 29 • The tenant agrees to repay \$1,000, by making a monthly payment of \$25 for 40 months.

30 **Repayment Options.** Tenants have the option to repay the retroactive rent balance as follows:

- 31 1. In a lump sum payment; or
- 32 2. Monthly installment; or
- 33 3. A combination of 1 and 2, above.

34 **Example 3**

- 35 • A tenant may owe \$1,000, make a lump sum payment of \$300 and enter into a repayment agreement for the remaining balance of \$700.
- 36

IN THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Bentley Price, Circuit Court Judge

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Case No. 2023-001598

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Karen Oliver

Appellant,

v.

Charleston County Housing and  
Redevelopment Authority

Respondent,

---

CERTIFICATE OF COUNSEL

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The undersigned certified that this Final Brief complies with Rule 211(b), SCACR.

December 8, 2024



/s/Karen Oliver

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