

IN THE MAGISTRATE'S COURT COUNTY OF YORK

Kendra Boekhoudt and Marcus Adams, Plaintiff,

v.

Wellington Square Acquisition LLC, Defendant.

Case No.: 2024CV4610100678

PLAINTIFFS' REPLY TO DEFENDANT'S ANSWER AND MOTIONS TO DISMISS

COMES NOW, the Plaintiffs, Kendra Boekhoudt and Marcus Adam in response to the Answer and Motions to Dismiss filed by the Defendant, Wellington Square Acquisitions, LLC, hereby state as follows:

I. Introduction

Plaintiffs deny Defendant's general denials and affirmative defenses and respectfully request that the Court deny Defendant's Motions to Dismiss and grant Plaintiffs' Motion to Strike certain affirmative defenses, as detailed below.

II. Response to Defendant's First Defense (General Denial)

Plaintiffs deny Defendant's blanket denial of the allegations in the Complaint. The allegations are true and well-founded, and Plaintiffs are prepared to provide evidence supporting each claim. Specifically, Plaintiffs deny Defendant's denial of paragraphs 1, 2, and 3 of the Complaint. These paragraphs contain core facts central to the case, including the absence of a valid, executed written lease agreement.

Plaintiffs emphasize that they *never* signed a formal lease agreement with Defendant. Despite repeated requests to the Defendant's agent for a lease agreement, one was never provided. The Defendant's subsequent termination of the agent and continued failure to provide a lease agreement further supports this claim. Plaintiffs relied on the agent's assurances that a lease would be provided, and they were permitted to, and did, take possession of the property.

III. Response to Defendant's Second Defense (Failure to State a Claim)

Plaintiffs respectfully disagree with Defendant's assertion that the Complaint fails to state a claim upon which relief can be granted. The Complaint sets forth clear and concise allegations that establish valid causes of action against the Defendant, including:

- **Breach of Implied Contract:** While there was no written lease agreement, the Plaintiffs' payment of rent, occupancy of the property, and the Defendant's acceptance of rent payments established an implied-in-fact contract. An implied-in-fact contract arises from the conduct of the parties, indicating a mutual agreement. In this case, the Plaintiffs' payment of rent and occupancy, coupled with the Defendant's acceptance of those payments, demonstrates a mutual understanding of a landlord-tenant relationship.

- **Detrimental Reliance:** Plaintiffs detrimentally relied on the Defendant's agent's representations that a lease would be provided. This reliance caused Plaintiffs to, incur moving expenses, forgo other housing expenses such as turn on utilities
- **Unjust Enrichment:** Defendant has been unjustly enriched by accepting rent payments from Plaintiffs while failing to provide a valid lease agreement or fulfill its obligations as a landlord.

IV. Response to Defendant's Third Defense (Estoppel)

Plaintiffs deny Defendant's claim of estoppel. Defendant's assertion is vague and lacks specific factual support. Plaintiffs have not acted in any manner that would legally prevent them from pursuing their claims against the Defendant. The absence of a signed lease agreement further undermines any potential estoppel argument. Plaintiffs cannot be estopped from asserting their rights when there was no formal, written agreement to which they could be bound.

V. Response to Defendant's Fourth Defense (Laches)

Plaintiffs deny the Defendant's defense of laches. Plaintiffs filed this action in a timely manner after discovering the full extent of the Defendant's breaches and the issues regarding the unexecuted lease. Any delay in filing this action was reasonable and not prejudicial to the Defendant.

VI. Response to Defendant's Fifth Defense (Setoff)

Plaintiffs deny the Defendant's claim of setoff. There is no evidence of any debt owed by Plaintiffs to Defendant.

VII. Response to Defendant's Sixth Defense (Good Faith)

Plaintiffs deny the Defendant's claim of good faith. Defendant's actions, including refusing to provide a lease, failing to make necessary repairs, terminating the agent who promised the lease, demonstrate a lack of good faith.

VIII. Response to Defendant's Seventh Defense (Reservation of Future Defenses)

Plaintiffs acknowledge Defendant's reservation of future defenses but reserve the right to challenge the validity and timeliness of any such defenses.

IX. Discovery Requests

Plaintiffs hereby request the following discovery from the Defendant:

- Copies of all communications, including emails, text messages, and letters, related to the subject property and the purported lease agreement.
- Maintenance records for the property located at 1190 Wellington Square Drive York, SC 29745]for the period of April 4th, 2024 to present.

X. Motion to Strike Affirmative Defenses

Plaintiffs hereby move to strike Defendant's affirmative defenses of estoppel and unclean hands. These defenses are mere legal conclusions without any factual support and should be stricken pursuant to Rule 12(f) of the South Carolina Rules of Civil Procedure. The defense of estoppel fails to allege any specific actions taken by the Plaintiffs that would reasonably induce reliance by the Defendant.

Limited Contact and Reliance:

Plaintiffs' interactions with Defendant were extremely limited and unusual. Plaintiffs were instructed by Defendant's agent, Rasheed Jordan to pay rent at a different apartment complex managed by Defendant, Eden's Terrace in Rock Hill, SC This unusual arrangement, coupled with the fact that all communication regarding maintenance or other issues was conducted by leaving messages for maintenance request, further highlights the Plaintiffs' reliance on the agent's representations and undermines any claim of estoppel. Plaintiffs had no direct contact with Defendant or any other representative of Defendant at the actual property they occupied. Plaintiffs' actions were entirely consistent with their understanding that Rasheed Jordan had the authority to act on behalf of Defendant, and that a formal lease agreement would be forthcoming. The fact that Defendant directed rent payments to a different property raises serious questions about Defendant's internal processes and record-keeping, further weakening their attempt to assert estoppel against Plaintiffs.

2. Detrimental Reliance (Expanded):

Plaintiffs detrimentally relied on the Defendant's agent's representations that a lease would be provided. This reliance caused Plaintiffs to incur moving expenses, forgo other housing expenses such as turning on utilities, and endure the inconvenience and confusion of paying rent at a different apartment complex. This unusual payment arrangement, directed by Defendant's agent, further demonstrates the extent of Plaintiffs' reliance and the detriment they suffered."

3. Response to Defendant's Sixth Defense (Good Faith):

Plaintiffs deny the Defendant's claim of good faith. Defendant's actions, including refusing to provide a lease, failing to make necessary repairs, terminating the agent who promised the lease, and directing rent payments to a different apartment complex, demonstrate a lack of good faith and raise concerns about Defendant's business practices."

4. Motion to Strike Affirmative Defenses:

"Defendant's 'unclean hands' defense is similarly deficient and should be stricken. The fact that Defendant, through its agent, directed Plaintiffs to pay rent at a different apartment complex

raises questions about Defendant's accounting practices and suggests a potential attempt to obscure the true occupancy status of the property. This unusual arrangement, coupled with the lack of a formal lease agreement, further supports Plaintiffs' claims and weakens Defendant's attempt to invoke equitable defenses."

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February 16, 2025

Exhibit List

Exhibit A: Copy of email from Defendant's agent confirming Plaintiffs lived in the apartment

Exhibit B: Copy of canceled check showing rent payment Exhibit C: Photographs of property showing lack of repairs