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SC Court of Appeals

Kendra Boekhoudt and Marcus Adams

1190 Wellington Square Drive York, SC

484-587-7867

boekhoudtk@gmail.com

February 19, 2025

The Honorable s Name:Mckinnon Magistrate's Court

1675 York Highway York, SC 2974

RE: Case Number

2024CV4610100455 – Explanation of Circumstances, Request for Reconsideration, and Alternative Proposal

Dear Judge [Judge's Last Name],

I am writing to express my deep concern regarding my impending eviction and to respectfully request that you reconsider the ruling in my case. I believe a series of unfortunate events and questionable practices by Wellington Square Acquisitions have led to this unjust outcome.

Firstly, I must explain the circumstances surrounding my late bond payment. The payment was due on February 5th, but due to a lost debit card and a malfunctioning tap-to-pay system on my phone, I was unable to make the payment until February 9th. As soon as I could, I obtained money orders for the full amount of \$1200 and placed them in the rental office drop box. I also took pictures of the money orders as proof of payment.

I understand that the payment was late, and I take full responsibility for that. However, I attempted to communicate with the rental office and the attorney for Wellington Square Acquisitions, LLC, to explain my situation and inform them that my pay date had changed to the first Friday of each month. I intended to make all future rent payments on this new schedule. Unfortunately, the emails I sent explaining this did not go through due to a technical error on my end.

Despite my efforts and the fact that I submitted the full bond payment, albeit a few days late, the rental agent proceeded with the eviction process. I am now being forced to vacate the property by 10:00 a.m. tomorrow. To add to the frustration, the rental agent is currently on vacation and unavailable to discuss this matter.

I believe this entire situation is further complicated by the negligent hiring practices of Wellington Square Acquisitions. I have recently discovered that the leasing agent, Rasheed Jordan, has a documented criminal record, which includes charges of larceny, embezzlement, and sexual battery. This raises serious concerns about the company's priorities and their commitment to providing a safe and secure environment for their tenants.

It is troubling that Wellington Square Acquisitions deemed me unqualified to remain in the property, yet Mr. Jordan, with his criminal record, was deemed qualified for employment. This raises questions about the company's standards and their concern for the well-being of their tenants.

In light of these circumstances, I propose the following alternatives to avoid a court appearance and further legal proceedings:

1. **Reconsideration and Rescission of Eviction:** I respectfully request that you reconsider the eviction order, given the circumstances surrounding my late payment and my attempts to rectify the situation. I ask that the eviction be rescinded, and I be allowed to remain in my home.
2. **Financial Restitution:** I request \$3200 in financial restitution for the funds that were unfairly taken from me by Rasheed Jordan when I first moved into the property. For rent payment].
3. **One-Year Lease Agreement:** In return for dropping the matter and avoiding further legal action, I propose that Wellington Square Acquisitions provide me with a new one-year lease agreement, demonstrating their commitment to resolving this issue fairly.

I believe these alternatives offer a fair and reasonable solution for all parties involved. They would allow me to remain in my home, receive compensation for the financial losses I incurred, and ensure housing stability for the next year.

If these alternatives are not acceptable, I respectfully request a summary bench trial where I can present evidence and arguments supporting my case. However, I believe that resolving this matter without a court appearance would be the most efficient and amicable solution.

Thank you for your time and consideration.

Sincerely,

Kendra Boekhoudt and Marcus Adams