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SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Appellate Case No. 2023-001598

Karen Oliver.....Appellant,

v.

Charleston County Housing and Redevelopment Authority.....Respondent.

MOTION TO DISMISS

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 moves to dismiss the appeal as to Respondent, CCHRA, pursuant to Rule 260(a), SCAR or in the alternative strike the Appellant’s reply brief. This motion is supported by a memoranda and exhibits.

WHEREFORE, Respondent respectfully requests this Court to deny Ms. Oliver's appeal or in the alternative seek clarification of the record on appeal.

Respectfully submitted,

DATED this 28th day of February, 2025.

PARKER NELSON & ASSOCIATES, CHTD.

s/Carlton D. Bowers

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Appellate Case No. 2023-001598

Karen Oliver.....Appellant,

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Charleston County Housing and Redevelopment Authority.....Respondent.

RESPONDENT’S MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

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 files their memorandum in support of its motion to dismiss pursuant to Rule 260, SCAR and hereby states as follows:

I. FACTS AND CIRCUMSTANCES

Rule 260(a) SCAR provides that “[w]henver it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk shall issue an order of

dismissal, which shall have the same force and effect as an order of the appellate court.” Rule 260(a), SCAR.

Per the Order filed November 4, 2024, Ms. Oliver was to “file and serve the record on appeal, final brief, and her final reply brief no later than December 9, 2024. Failure to comply will result in dismissal.” See Exhibit A. This appeal process has been extended multiple times due to the Appellant’s inability to meet deadlines. Below is the timeline of the Appellant’s filings:

- Appellant’s final brief was filed on December 20, 2024. See Exhibit B.
- Appellant’s record on appeal was filed on December 20, 2024. See Exhibit C.
- Appellant’s proof of service to Parker Nelson dates December 18, 2024. See Exhibit D.

Ms. Oliver’s final brief and record on appeal was received by counsel for CCHRA on or about January 2, 2025.

II. APPELLANT FAILED TO MEET REQUESTED DEADLINES AND HER APPEAL SHOULD BE DISMISSED

Pursuant to Appellate Rule 260, “whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk shall issue an order of dismissal, which shall have the same force and effect as an order of the appellate court.” S.C. A. R. 260(a).

The Court of Appeals requested the Appellant, Ms. Karen Oliver, to file and serve the record on appeal, final brief, and final reply no later than December 9, 2024. Appellant did not file any of the requested filings within the Court’s Order requirements. Instead, as noted above, Appellant delivered a “proof of service” to the offices of Paker Nelson on December 18, 2024. The Final Brief and Record on Appeal were not filed until December 20, 2024. See Exhibits B and C. The Appellant did not serve the Final Brief and Record on Appeal upon counsel for CCHRA until January 2, 2025.

Due to the plain reading of the Rule 260(a) and in light of the court's requirements, Appellant failed to meet the deadlines imposed upon the Appellant. This matter has been pending appeal since October 25, 2023 when Appellant filed a Notice of Appeal. CCHRA understands the importance of Appellant's right to appeal, and right to self-representation and does not wish to detract from the procedures in place. CCHRA seeks dismissal merely on the grounds that Appellant has failed to meet requested deadlines after the Respondent's filings were corrected and Appellant had time to review and "Reply" to CCHRA's Responsive Brief.

Based upon the factual timeline, and Appellant's failure to comply with the Court of Appeals' Order, CCHRA respectfully requests this Honorable Court dismiss Appellant's Appeal pursuant to Rule 260.

WHEREFORE, Respondent respectfully requests this Court to deny Ms. Oliver's appeal or in the alternative seek clarification of the record on appeal.

Respectfully submitted,

DATED this 28th day of February, 2025.

PARKER NELSON & ASSOCIATES, CHTD.

s/Carlton D. Bowers

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EXHIBIT A

The South Carolina Court of Appeals

Karen Oliver, Appellant,

v.

Charleston County Housing & Redevelopment Authority,
Respondent.

Appellate Case No. 2023-001598

ORDER

On October 17, 2024, this court ordered Appellant to file and serve the record on appeal, her final brief, and her final reply brief within twenty days. On October 22, 2024, Appellant requested an extension of sixty days to file and serve the record on appeal, her final brief, and her final reply brief. After careful consideration, Appellant's request is granted in part. Appellant must file and serve the record on appeal, her final brief, and her final reply brief no later than December 9, 2024. No further extensions will be granted absent extraordinary circumstances. Failure to comply will result in dismissal of the appeal.



FOR THE COURT

Columbia, South Carolina

FILED
Nov 04 2024

cc:

Karen Oliver

Carlton Daniel Bowers, Esquire

Theodore Parker, III, Esquire

EXHIBIT B

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
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Bentley Price, Circuit Court Judge

Case No. 2023-001598

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DEC 20 2024
SC Court of Appeals

Karen Oliver

Appellant,

v.

Charleston County Housing and
Redevelopment Authority

Respondent,

FINAL BRIEF OF APPELLANT

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Other Counsel on Record
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Statement of Issues on Appeal

1. Did the Circuit Court Judge, Bentley Price, violate the Appellant's constitutional rights to an appeal (one appeal) that is guaranteed by the Fourteenth and Fifth Amendments that every person has a right to due process?
2. Did Judge Price violate the Appellant's constitutional rights by refusing to allow the Respondent or their attorney to present their motion to dismiss the appeal and turning it into an actual appeal hearing without notice, contrary to the summons to appear provided by the court?
3. At the magistrate level, Judge Laura Waring, admittedly claimed to not know the guidelines and the policies and procedures governing the hearing process that is guaranteed by the agreement between the Public Housing Authority (hereinafter, PHA) and the Housing and Urban Development (hereinafter, HUD) to ensure that the tenant's rights are not being violated along with the PHA's rights; The Appellant as a beneficiary has a constitutional right to due process regardless of the lack of knowledge at the magistrate court level to an equitable process. The judge would not allow the then Defendant to question any witness for testimony that had personal knowledge of the hearing process, the CEO instructions concerning the hearing, their role in not adhering to policy/procedures, and possibly perjury, etc. All of which helped with a constructive illegal eviction. SCRCP, Rule 13 *Magistrates* was violated by the Judge which again violated the Defendant's right to due process in not allowing the questioning of the Code of Federal Regulations to be violated in relations to its mandated regulation in the hearing process that is in place to prevent constructive illegal eviction like the one the judge helped to facilitate.

4. The refusal by Judge Laura Waring to allow the then, Defendant now Appellant to call the representatives present at the illegal eviction proceedings from the PHA to the stand as witnesses to be questioned by the then Defendant now Appellant about the hearing procedures/policy, the CEO's instructions concerning good faith operating practices? Did the magistrate judge, Laura Waring, violate the magistrate level SCRCP Rule 13 and the then Defendant now Appellant's right to due process with prejudice by not ensuring that the "Essential Services" (which is illegal not to have) were in place at the illegal eviction hearing and at the Bond to Stay after she was provided pictures of violations with the septic tank for one, and wastewater, its cleanup that has not been remedied to date 1.5 year later by time this reaches the justices?
5. Did the magistrate judge further violate the Appellant's right to due process by not allowing witness testimony/questioning who personally was involved in the matter to be question about the "no eviction" policy during the pandemic, the remedies set aside for tenants to prevent evictions (repayment plan, emergency rental relief) that were being withheld by the then Plaintiff in retaliation for the tenant going to HUD for repair of some "Essential Services" that were and some still are in violation of the state statutes. While in violation of magistrates' Rule 13 the judge would not allow a video that substantiates the claim that a "no eviction" policy during the pandemic was invoked by the PHA's chairman of their board to which they were still operating under. The judge imposed an extra criterion for the video that was contrary to SCRCP, Rule 1001. Notwithstanding the video met the extra condition and the judge still refused to view for relevancy.

6. Is the Respondent in violation of state statutes and federal regulations by fraudulently misrepresenting and offering a lease at almost double the cost on a residence that then CEO, Property Manager and Director of Maintenance concurred was not up to industry standards and to date still isn't up to code (but was fraudulently stated in the illegal motion to have been addressed appropriately) that is in violation of state statutes and the Code of Federal Regulations? Along with inciting fear, desperation through retaliatory means by not providing the complainant access to the same means of relief (repayment plan or access donated funds for the prevention of evictions) that HUD and the Charleston County Emergency Rental Assistance Program provided to assist tenants to avoid evictions through lack of dealing in Good Faith. Did the judge violate public policy by not addressing the denial of access to remedies set aside to prevent eviction that was not in good faith dealing when it was brought before her after the denial of witnesses for the Defendant to question?
7. Did the Respondent's illegal motion violate 24 CFR § 966.4 (m) and 24 CFR §966.6 (g) and provides a fraudulent misrepresentation of the 9/7/22 magistrate hearing that were no errors in law or fact also cites more contradictory untruths that are also a violation of the good faith dealing of §27-40-220?

Statement of the Case

1. Tenant/Appellant turned in son's change to income (August 2021), no adjustments made to rent; Tenant tried to alert them of that change.
2. Tenant/Appellant did not have proof of her change until after the New Year (1/22).
But the tenant/Appellant held on the checks to return; no envelope except for one was opened to see what it was.
3. CCHRA demanded all retroactive rent at once March 2022.
4. Tenant/Appellant tried unsuccessfully to get a time to meet with CCHRA agent Stephanie Gladden. The offices were closed for person-to-person meetings (continued to operate covid protocol), Then, asked for contact information of the person for HUD covering CCHRA via text messages.
5. Tenant/Appellant received a Notice of Lease Termination April 2022.
6. Tenant/Appellant requested a hearing.
7. The tenant/Appellant was not provided with hearing procedures as rules prescribed.
8. Tenant/Appellant did not receive hearing date within 10 business days as indicated it was policy by Bryant Sanders. Tenant complained; Stephanie Gladden did not meet resident as arranged to correct the matter (before leaving to go to training); Mr. Green a then, staff member was directed to tamper with the tenant's mailbox by Bryant Sanders after coming unannounced to the residence. Bryant Sanders (who is no longer there) started raising his voice after being told that you are telling your staff to commit a federal offense; they were already trespassing; Bryant Sanders was rude and abrasive again to the tenant/Appellant; Stephanie Gladden ended up apologizing for

not showing up as planned so the tenant/Appellant could secure a hearing date. But still no hearing procedures were provided as policy states.

9. Once a hearing officer (Ginean Mazyck who is no longer there) made contact the tenant/Appellant had to tell her that she must provide the hearing procedures; 6/15/22 the procedures were finally obtained, the tenant/Appellant requested on 6/14/22 specific documentation (i.e., policy/procedure with HUD that allows for units that are under industry standards to be rented as if they weren't and why it was not being indicated in the leases; policy/procedure for repayment plan on retroactive rent that HUD announced would take place, flat rate rent being increased on units in violation of the safety codes, etc.); The hearing officer scheduled two different meeting dates, but did not provide any of the other documentation that were requested or access to them. She relied on 5.0 of the hearing procedure that the PHA or tenant cannot use it if it is not provided. Yet, that is not for the termination of the lease. They must produce the documentation.
10. Tenant requested a phone conference with the then CEO Franklin Scott (no longer there) on May 19, 2022, due to the stress and toll it was taking of trying to get them to do their jobs properly; to report the intimidation and telling of staff to trespass and commit a federal offense all while trying to recover from the drunk driver hitting the tenant/Appellant; The tenant asked to be a part of the Board of Commissioner's meeting to gain a resolution and for an investigation of the staff being directed to trespass and commit a federal offense at the tenant's residence. The CEO informed the tenant/Appellant that she **would never** talk to the board chairman. He told Bryant Sanders and Stephanie Gladden that they must have the hearing... they were present

for the call; the CEO acknowledge that there were many units not up to industry standards but everyone had to be patient; tenant explained how mold/mildew was in the home affecting their health; it has been ongoing; having to stop taking classes on-line; how the rent was nearly doubled (over a thousand dollars) for a place with a leaking roof, ceiling falling down in all but one room (bathroom), animals coming in the walls, mold/mildew etc. and a more recent incident hazard (that still has not been addressed);

11. Chairman of Board sent email May 20, 2022, stating board members not allowed to get involved in operational affairs; Contradicting 7.0 of the hearing procedures; residents never made aware of this change in rules; Contradicts video message interview about open door policy of his.
12. HUD was contacted on May 31, 2021. Inquired who do residents go to if property manager, Supervisor over them and maintenance doesn't answer, CEO doesn't respond properly and B.O.C. members won't talk to tenants or address issues? HUD stepped in by request.
13. Bryant Sanders sent an email on June 3, 2022, informing/alerting about the delivery of supplies for the roof; the roof was leaking at that precise time throughout the house and in the room where I was sitting; when I got the email.
14. The hearing officer provided one hearing date during the time when HUD initiated work began. She never produced any documentation; the tenant also made the requests to include Bryant Sanders, and the property manager/agent Stephanie Gladden in an effort to have the hearing. Still no documentation; (dates of requests made June 3, June 14, June 21)

15. July 5, 2022, inside work began on the ceiling via HUD; still nothing from the hearing officer or the others.
16. August 2022 septic system began to act up, gurgling sounds; a Writ for Ejectment came; Tenant/Appellant contacted the magistrate for a hearing date.
17. August 11, 2022, CCHRA filed a Writ of Ejectment
18. September 5, 2022, septic system began to overflow in immediate back yard; Reported to Stephanie Gladden again at court office closed for holiday making sure she listened to message left while she prepared for court.
19. September 7, 2022, hearing at Magistrates court; magistrate refused to allow witnesses who have personal knowledge to be questioned and for rebuttal contrary to magistrate's rules nor the video (showing no ejectment) was allowed; magistrate ruled for eviction Stephanie Gladden refused to allow the tenant/Appellant for participation in CCHRA's repayment plan before the magistrate; She also reported the hearing officer made a final decision unbeknownst to the tenant. The magistrate told the tenant she could have appealed the hearing officer's decision. The Magistrate was mistaken because the 5-20-22 email from the B.O.C. contradicts that. The magistrate previously claimed to not know the hearing policy.
20. Defendant/tenant appealed the magistrate's decision to the circuit court 9/8/22. Tenant/Appellant asked the involved staff at CCHRA to repent along with a Cease and Desist. Most of the staff involved are now gone.
21. Bond to Stay hearing held 9/21/22; magistrate held that if she charged me the rent that has not been agreed upon, she (tenant) would just appeal. The attorney for the Plaintiff was present; After the hearing tenant/Appellant spoke with C. Bowers asking

him to not let this snowball and that they (CCHRA) were not being honest with him; he would not engage in further conversation.

22. Magistrate said their office was not set up to take payments and the payments must be made directly to landlord; Tenant had magistrate to do a supplemental order to adjust how it was written to reflect this deviation from the already signed documentation on 9/27/22.

23. Tenant/Appellant notified PHA about continued issue with wastewater overflow; apologized to neighbors for the nuisance.

24. Tenant/Appellant was advised to contact DHEC; DHEC gave CCHRA notice on 11-2-22 for the Unpermitted/Unapproved Domestic Wastewater and time limit to resolve it.

25. Sandino Moses, chairman of Board of Commissioners introduce measure to prevent board members from discussing any CCHRA business with tenants one on one.

26. Summons to Appear for Motion to Dismiss Appeal, but no copy of motion was ever received from their attorney.

27. Hearing for the motion to dismiss the appeal not held as stated on the summons to appear, but on 5/31/23; appeal dismissed

28. Order dated August 7, 2023; Appeal denied.

29. Amend a Judgement sent to circuit judge August 17, 2023,

30. Order dated September 7, 2023, for denial.

31. Notice of Intent to Appeal sent to opposing party's attorneys October 24, 2023.

Standard of Review

De Novo Review

Due process requires (1) adequate notice; (2) adequate opportunity for a hearing; (3) the right to introduce evidence; and (4) the right to confront and cross-examine witnesses. In re Vora, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).

Not allowing the cross-examination of witnesses doesn't provide meaningful opportunity to be heard. Clear Channel Outdoor v. City of Myrtle Beach, 372 S.C. 230, 235, 642 S.E.2d 565, 567 (2007).

Argument

1. Did the Circuit Court Judge, Bentley Price, violate the Appellant's constitutional rights to an appeal (one appeal) that is guaranteed by the Fourteenth and Fifth Amendments that every person has a right to due process?

Circuit Court Judge Bentley Price violated the Appellant's constitutional rights as prescribed in the Fourteenth and Fifth Amendments of the U.S. Constitution that everyone has a right to due process which includes one (1) appeal. The clause in **Section One** of the Fourteenth Amendment to the United States Constitution provides...*nor shall any State deprive any person of life, liberty, or property, without due process of law.*

Judge Bentley Price through the commission of legal error denied the Appellant's right to have the appeal heard which resulted in prejudice to the defendant. The Fifth

Amendment **fourth section** is commonly referred to as the "due process" clause. *No person shall be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use without just compensation.* Judge Bentley Price further violated public policy within the South Carolina Code of Laws Rule 72, *Judgments and Orders Subject To Appeal: Appeal may be taken, as provided by law, from any final judgment or appealable order.* Within authority 42 U.S.C. 1437d and 3535(d): 24 Code of Federal Regulations Subpart A §966.6 (g) (2017) *Prohibited lease provisions. Waiver of right to appeal judicial error in legal proceedings: Authorization to the landlord's lawyer to waive the right to appeal for judicial error in any suit or to waive the right to file a suit in equity to prevent the execution of a judgment.* HUD distinctly prohibits section/part (g) to even be placed in a lease current or new. It is a violation of a person's constitutional right. Therefore, it is reasonable expectation that tenants can rely

on it not being used to violate their constitutional rights at any proceedings involving the PHA to which an appeal can't be carried out in court. The Respondent's attorneys are in violation of filing an illegal/prohibited motion, and Judge Bentley Price committed a legal error by not allowing the motion to dismiss the appeal to be presented and defended against. The summons to appear did not state it would be for the actual appeal itself. It was for the motion to dismiss the appeal. The Appellant argues that Judge Price refusal to allow the Respondent or Respondent's attorney to present their matter before the court for the Appellant to defend but the judge turned it into an appeal hearing violated the Appellant's right to due process. The summons to appear did not say for an appeal to be heard, but a motion to dismiss the appeal. Judge Price abused his discretion and committed legal error by turning the hearing into an appeal without adequate notice, adequate opportunity for the hearing, the right to bring forth evidence.

1. U.S. Const. amend, V, § 4.
2. U.S. Const. amend, XIV, § 1.
3. 24 CFR § 966.6 (g) (2017)
4. *In re Vora*, 354 S.C. 590, 595, 582 S.E.2d 413, 416 (2003).

2. Did Judge Price violate the Appellant's constitutional rights by refusing to allow the Respondent or their attorney to present their motion to dismiss the appeal and turning it into an actual appeal hearing without notice, contrary to the summons to appear provided by the court?

Judge Bentley Price refused to allow the Respondent's attorney to orally present their case for the illegal motion to the court. What judge does that? When the Appellant asked the judge, "Shouldn't he go first since he brought the motion," the judge refused. *The Transcript* p. 3 lines 9-14 of the proceeding will show the only words that the Respondent's attorney, Carlton Bowers, spoke. He never spoke on the contents or merit of the motion and why the Appellant's constitutional rights should be violated while the Respondents were already in violation of the Code of Federal Regulations and state statutes that govern them (R. p.000046, lines 9-14). That is not how any of the cases prior to the Appellant's took place on the docket of May 31, 2023. Every other person bringing their matter before the court prior to the Respondent's appearance was provided time to present (Plaintiff) and the other party time to respond (Defendant) and defend. Judge Price claimed to have read the motion, but still had to inquire who was bringing it before the court (Transcript p. 3 lines 2-4), (R.p.000048, lines, 2-4). He didn't claim to have already read the matters of the other parties in their matter after a two-hour delay with the ninth solicitor's case. Since jurisdiction was already established the right to defend was upended by the judge's refusal to allow the motioning party to speak any further. If the judge was not going to hear the Motion to Dismiss the Appeal and just wanted to hear the Appellant's appeal, it should have been indicated in the Summons to

Appear. Through prejudice against the Respondent's Motion to Dismiss the Appeal was heard without any of them speaking about it. Unconscionable biased and contrary to public policy. 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 purpose of a summons is to acquire jurisdiction of the defendant and give him notice of action and an opportunity to appear and defend.* WL5944276 (S.C. Ct. App 2023). Jurisdiction was already established, but if the Respondent isn't allowed to speak and present their matter to the judge so the opposing party can defend it is an abuse of discretion and committed legal error by the judge. The judge should not have turned it into an appeal as the summons was not for an appeal. The summons must indicate appeal if it was only for an appeal and not a motion to dismiss the appeal (Transcript p. 3 lines 12-14). The Respondent's attorney informed the court, *"It was a motion and denial of her appeal, so it was all in one. I thought we were here today to argue against her appeal."*(R.p. 000046, lines 12-14). Somehow Judge Price was on a different page or case and refused to allow the Respondent or their attorney to speak any further (Transcript p. 3, lines 15-17) (R. p. 000046, lines 15-17). Judge Price: *"That's correct. So, it's your appeal, ma'am. Be happy to hear from you."* That should have been said to the Respondent not the Appellant. The Appellant never got a copy of the motion served contrary to the Certificate of Service. Customarily, the motion court allows 8 minutes for the merits of the motion and 8 pieces of exhibits/evidence for the person presenting the motion. It took over two months to get the signed Order August 7, 2023, which supported this illegal motion, and illegal eviction by denying the Appellant's constitutional right to an appeal and falsely claimed it was only about the admissibility of

evidence. However, with it being an illegal motion that violated public policy and the Respondent's attorney not having to speak a word before the court shows the prejudice and lack of commitment to the integrity of the judicial process on behalf of Judge Bentley Price, an extreme legal error. (Transcript p. 9 lines 11-22) (R.p.000052, lines 11-22). Judge Price indicates that he is only to hear matters of law. Again, if he was there only to hear matters of law for a motion to dismiss the appeal, shouldn't he have allowed the Petitioner, the Respondent's attorney, to speak? Notice of this change should have been provided and the court also notified. Concluding with no other words spoken by the motion's submitter except p.3 lines 9-14.

1. WL 5944276 (S.C. Ct. App 2023).
2. *Transcript* p. 1 lines 2-4, 9-14, and 15-17
3. *Transcript* p. 9 lines 11-22.

3. At the magistrate level, Judge Laura Waring, admittedly claimed to not know the guidelines and the policies and procedures governing the hearing process that is guaranteed by the agreement between the Public Housing Authority (hereinafter, PHA) and the Housing and Urban Development (hereinafter, HUD) to ensure that the tenant's rights are not being violated along with the PHA's rights; The Appellant as a beneficiary has a constitutional right to due process regardless of the lack of knowledge at the magistrate court level to an equitable process. The judge would not allow the then Defendant to question any witness for testimony that had personal knowledge of the hearing process, the CEO instruction concerning the hearing, their role in not adhering to policy/procedures, and possible perjury, etc. All of which helped with a constructive illegal eviction. SCRCF, Rule 13 *Magistrates* was violated by the Judge which again violated the Defendant's right to due process in not allowing the questioning of the Code of Federal Regulations being violated in relations to its mandated regulation in the hearing process that is in place to prevent constructive illegal eviction like the one the judge helped to facilitate.

The magistrate judge claimed not to know the guidelines and refused to allow any witness testimony with personal knowledge from the PHA's agents that were present in court who were intentionally incorrectly implementing the policy/procedure while agent, Stephanie Gladden providing fraudulent information to the court that correct procedure was followed in the hearing process . They would have had to commit perjury to not have it kicked out of court. On May 19, 2022, CEO, Franklin Scott informed Bryant Sanders,

then head of maintenance and Stephanie Gladden, property manager, that they must have the hearing to meet the guidelines. The governing procedures: 24 CFR §966.51 (2001)

Applicability 2 (i) The term due process determination means a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in § 966.53(c)) before eviction from the dwelling unit. If HUD has issued a due process determination, a PHA may exclude from the PHA administrative grievance procedure under this subpart any grievance concerning a termination of tenancy or eviction that involves:

24 CFR § 966.52 (d) (e) (2016) ***Requirements (d) The PHA shall furnish a copy of the grievance procedure to each tenant and to resident organizations. (e) The PHA must not only meet the minimal procedural due process requirements contained in this subpart but also satisfy any additional requirements required by local, state, or federal law.***

24 CFR §966.53 (a) (b) (c) (e) (2016) ***(a) Grievance shall mean any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.***

(b) Complainant shall mean any tenant whose grievance is presented to the PHA or at the project management office.

(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 tenant of the grounds for terminating the tenancy and for eviction;

(2) Right of the tenant to be represented by counsel;

(3) Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;

(4) A decision on the merits.

(c) Hearing officer means an impartial person or persons selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual or individuals do not need legal training. PHAs must describe their policies for selection of a hearing officer in their lease forms as required by § 966.4, changes to which are subject to a 30-day comment period as described in § 966.3.

§ 966.54 Informal settlement of grievance.

Any grievance shall be personally presented, either orally or in writing, to the PHA office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the tenant and one retained in the PHA's tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

§ 966.56 Procedures governing the hearing.

(a) The hearing must be scheduled promptly for a time and place reasonably convenient to both the complainant and the PHA and held before a hearing officer. A written notification specifying the time, place, and the procedures governing the hearing must be delivered to the complainant and the appropriate official.

(b) The complainant shall be afforded a fair hearing, which shall include:

(1) The opportunity to examine before the grievance hearing any PHA documents, including records and regulations, that are directly relevant to the hearing. (For a grievance hearing concerning a termination of tenancy or eviction, see also § 966.4(m).) The tenant shall be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

(2) The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf;

(3) The right to a private hearing unless the complainant requests a public hearing;

(4) The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies; and

(5) A decision based solely and exclusively upon the facts presented at the hearing.

****§ 966.4(m) Eviction: Right to examine PHA documents before hearing or trial. The PHA shall provide the tenant a reasonable opportunity to examine, at the tenant's request, before a PHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the PHA, and which are directly relevant to the termination of tenancy or eviction. The tenant shall be allowed to copy any such document at the tenant's expense. A notice of lease termination pursuant to § 966.4(1) (3) shall inform the tenant of the tenant's right to examine PHA documents concerning the termination of tenancy or eviction. If the PHA does not make documents available for examination upon request by the tenant (in accordance with this § 966.4(m)), the PHA may not proceed with the eviction.** The Respondent committed an illegal eviction aided by the magistrate and circuit level judges. The hearing officer never made available any of the documentation that the Appellant/tenant requested other than PHA guidelines for hearings which should have been provided when the hearing was requested. An email to this effect was sent by the then hearing officer. Additional emails trying to obtain documentation were also sent to the hearing officer, Bryant Sanders and Stephanie Gladden and none of them responded, but went forth with an illegal, constructive eviction of the magistrate (R. p. 000058, lines 20-29, p. 000064, lines 10-13).

1. 24 CFR § 966.51 (2001)
2. 24 CFR § 966.52 (2016)
3. 24 CFR § 966.53 (2016)
4. 24 CFR § 966.54 (2016)
5. 24 CFR § 966.56 (2016)
6. 24 CFR § 966.4(m) (2023)

4. The refusal by Judge Laura Waring to allow the then, Defendant now Appellant to call the representatives present at the illegal eviction proceeding from the PHA to the stand as witnesses to be questioned by the then Defendant now Appellant about the hearing procedures/policy, the CEO's instructions concerning the hearing, the no eviction during the pandemic policy, good faith operating practices, intimidation tactics used, instructing a staff member to commit a federal crime, the legality of the eviction, and the providing of essential services that to date is still not being met. Did the magistrate judge, Laura Waring, violate the magistrate level rules for S.C. Courts and the then Defendant now Appellant's right to due process without prejudice and abuse of discretion to allow an illegal eviction coupled with not ensuring that the "Essential Services" were in place at the eviction hearing and at the Bond to Stay?

The magistrate judge failed to apply the laws of the state of South Carolina that Judge Laura Waring swore to uphold. The magistrate refused to allow the then Defendant now Appellant to question any of the representatives present for the illegal eviction hearing as witnesses. Bryant Sanders, then head of the maintenance department, was present. Bryant Sanders nor any other representatives present for the PHA was not allowed to be questioned as a witness by the magistrate judge. Contrary to Magistrate Court's SCRCP, *Rule 13 In the trial of a civil action, in which one or both parties are unrepresented by legal counsel, the court shall question the parties and witnesses in order to assure that all claims and defenses are fully presented.* Judge Laura Waring violated this rule by not allowing the witness to be called for questions by the then Defendant, now Appellant. Bryant Sanders personally knew the information on the video. He was culpable in many

ways. By not allowing the then Defendant to call the witnesses who were present to be questioned, the magistrate judge not only violated the rules of civil procedure, but the then Defendant's constitutional right to due process. S.C Courts provided in great detail that both the Defendant and the Plaintiff can be called to be questioned as witness. Per: <http://www.sccourts.org/selfhelp/faqmagistrate.pdf>. It was a collusive effort to render the Appellant homeless. Judge Laura Waring was provided the submission of the pictures of the septic wastewater overflow surfacing in the immediate backyard of the then Defendant, now Appellant. She did not find the cesspool that was allowed to expand for two months to be an "Essential Service" that to date has not been fully resolved. DHEC had to be called to facilitate a drain line being put in to resolve the unsanitary conditions. To date cleanup and soil testing has not taken place at the residence. Over a year and a half (over 1.5 years) has passed since it was first reported 9/5/22. We are now approaching March 2024. DHEC gave the Respondents a time limit to correct the problem. *DHEC notice to PHA* (R.p.000065, p.000066). It was two months before the drain line was put in November 2022. 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 and the Appellant tried to quell it from becoming one for the neighbors whom the Appellant loves. The Appellant even had to contact the elected representatives for assistance. Even though the board voted to not have individual communication with the tenants (since the Appellant asked the chairman of the Board to keep his word that there will be no evictions during the pandemic), the Appellant left a message on a Commissioner's home line about the severity of the situation that was into a second month. The Respondent

continues to gaslight the Appellant when the property manager was incompetent in her actions to provide resolution after then CEO, Franklin Scott claimed to have investigated the matter. If the magistrate judge would have not violated the Appellant's right to question the witness in court as prescribed by the rules of court the Appellant would not have had to experience intentional infliction of emotional distress that has hindered the Appellant's recovery from injuries suffered from a drunk driver on January 1, 2022. Again, the collusive effort at the magistrate level to deny a fair and unbiased proceeding as prescribed by the Rules of Civil Proceedings was clearly on display. The Respondents became even more brazen and continued to violate S.C. Code Ann. §§ 27-40-220, 27-40-630, and 27-40-440.

1. Rule 13, SCRCP *Magistrates*
2. <http://www.sccourts.org/selfhelp/fqmagistrate.pdf>
3. S.C. Code Ann. § 27-40-720.
4. § 27-40-630.
5. § 27-40-440.

5. *Did the magistrate judge further violate the Appellant's right to due by not allowing witness testimony/questioning who personally was involved in the matter under magistrates' Rule 13 along with not allowing a video even after it met the extra conditions imposed by the judge that were contrary to Rule 1001 that governs videos?*

The magistrate refused to follow Magistrates Rule 13 and refused to allow the then Defendant now Appellant to question the staff present from CCHRA. The judge also refused to allow a video to be entered into evidence. Judge Laura Waring imposed a condition that the video have a transcript. When it was confirmed that it did, the judge refused to view the video. The judge allowed the then Plaintiff and Bryant Sanders to view the video to determine whether it was relevant to the case while the judge and her staff exited the courtroom. The judge concurred with the Plaintiff **without** viewing the video. The Respondents were still operating under pandemic rules and regulation at time of filing and their first appearance at the Magistrates Court office 9/7/22. Contrary to the Respondent's attorney submission in the Motion to Dismiss the Appeal filed in circuit court citing 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. Judge Laura Waring abused her discretion by not being present to view the video to allow her to make an informed and unbiased decision. Throughout the judge's actions you can infer the bias and prejudice of her blocking witnesses from being questioned, not viewing the video for relevancy, connectedness, and evidentiary quality. *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 on behalf of the PHA with all of the elements met. Blatantly, the judge was showing prejudice to the then Defendant. The judge allowed the Acceptance to the verbal contract into evidence, but not the video that showed the oral offer making the contract. 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 the magistrate judge would have seen how logically the causal relational connectedness with the current issue it is. 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 after viewing the video. They did not go against its content, just the fact they did not know he made it. If the judge had not violated Rule 13, a need for an alternate means to accomplish delivery of this especially important point would not have been necessary via video. In doing so Judge Laura Waring violated the Appellant's right to due process. The then, Defendant now Appellant is to have a meaningful part in the proceeding as part of due process. If the judge is intentionally blocking it by abandoning the rules the Appellant's constitutional rights to due process were violated.

1. SCRCF, Rule 13 *Magistrates' Rules*
2. *State v Hamilton*, 344 S.C. 344, 357, 543 S.E.2d 586, (Ct. App 2001).
3. *State v. Mansfield*, 343 S.C. 66, 538 S.E.2d 25 (2000).
4. *State v. Blassingame*, 338 S.C. 240, 525 S.E.2d 535 (CT. App. 1999).
5. § 27-40-520 *Rules and Regulation*

6. Is the Respondent in violation of state statutes and federal regulations by fraudulently misrepresenting and offering a lease at almost double the cost on a residence that then CEO, Property Manager and Director of Maintenance concurred was not up to industry standards and to date still isn't up to code (but was fraudulently stated in the illegal motion to have been addressed appropriately) that is in violation of state statutes and Code of Federal Regulations? Refusing to provide documentation in relation to the PHA and HUD for the hearing. Along with inciting fear, desperation through retaliatory means by not providing a complainant access to the same means of relief (repayment plan or access donated funds for the prevention of evictions) that HUD and the Charleston County Rental Assistance Program provided to assist tenants to avoid evictions through lack of dealing in Good Faith.

On 3-23-22 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." The Appellant's residence was included in this assessment. This was during the time that the Appellant was given a now nearly double rent for a unit that was in violation the S.C. Code of Laws and the Code of Federal Regulations well before the pandemic and now in even worse condition, it was unconscionable. Also, a violation of § 27-40-230 *Unconscionability*. When the Appellant spoke up in limited capacity due to her injuries the property manager would not respond professionally until the tenant/Appellant texted a request to have a phone conference with the then CEO on May 19, 2022. During an over the phone

conversation where the then CEO, Franklin Scott, told them they must have the hearing. He did not deny that many of the places were under industry standards. It wasn't until the HUD representative intervened that I was notified about a shipment of material being delivered for the roof that any traction was made. *Email From Scott*. They were in violation of their obligations as follows and continue to be: 24 CFR § 966.4 (e) (2023) *Id.* 24 CFR § 966.4(m)) (R. p. 000070, lines 22-30).

According to the CEO at the 3-22-22 Board of Commissioner's meeting, "Over \$45,000.00 was donated by Charleston County Emergency Rental Assistance Program." Yet, it is not being used as intended. This is prior to the filing of the illegal eviction. As a result of the contents of the video (the magistrate denied entry to for evidence) 21 residents were on a payment plan as of 8-24-22 Board of Commissioner's Meeting. (R.p. 000072, lines 34-38, lines). This after the filing of the illegal eviction on the Appellant. The payment plan was used to avoid eviction for the 21 residents. In conjunction with the no eviction during the pandemic rule/regulation. This is after the filing of the illegal eviction. Stephanie Gladden refused to provide the information about the repayment program promoted by HUD that some tenants were on and the Charleston County Emergency Rental Assistance Program funds that were donated and were being offered by the PHA for the tenants (R.p. 000073, lines 34-38, p. 0000074, lines 18-36). A violation of §§ 27-40-520 *Rules and Regulation*, 27-40-220 *Obligation of Good Faith*, and 27-40-910 *Retaliatory Conduct Prohibited; Miscellaneous* (a) does protect the tenant from retaliation by the landlord if the tenant complains of a violation materially affecting health and safety to a government agency or complains to the landlord of a violation of the SCRLTA. All this as the Appellant is still trying to fully recover from the drunk

driver hit on January 1, 2022. Stephanie Gladden retaliated against the Appellant for going to HUD to have some of the “Essential Services” taken care of such as the roof that was leaking throughout the residence, removal of the molded sheetrock, repair to the ceilings falling down in every room except the bathroom, animals coming in the walls etc. It was in such disarray the Appellant had to stop taking her on-line classes. BUT GOD!!!

1. 24 CFR § 966.4 (e) (2023).
2. § 27-40-910 *Retaliatory Conduct Prohibited; Miscellaneous*
3. § 27-40-230
4. § 27-40-520
5. § 27-40-220
6. § 27-40-910

- 7. Did the Respondent's illegal motion that violates 24 CFR § 966.4 (m) and 24 CFR §966.6 (g) and provides a fraudulent misrepresentation of the 9/7/22 magistrate hearing that were no errors in law or fact also cites more contradictory untruths that are also a violation of the good faith dealing of §27-40-220 and the Appellant's constitutional right to an appeal, and possibly lawyer conduct?**

Page 3 of the illegal Motion to Dismiss starts with Mag. Ret 3... but no evidence was provided to validate CCHRA failed to provide essential services. *Exhibit The DHEC Notice Unpermitted/Unapproved Domestic Wastewater Discharge 11/2/22*. The Appellant provided Judge Laura Waring with her submission to the court pictures of the septic wastewater overflow surfacing in the immediate backyard of the then Defendant, now Appellant's residence. Pictures taken on 9/6/23 and emailed to self for record catalogue of what was prepared for the eviction hearing. Thanks be to GOD! *Exhibit Pictures of wastewater overflowing from septic tank to immediate backyard* (R.p.??, p??). Since they are now claiming to not have been provided to the magistrate judge. She did not find the cesspool that was allowed to expand for two months to be an "Essential Service" that to date has not been fully resolved. DHEC had to be called to help facilitate a drain line being put in to resolve the unsanitary conditions. To date cleanup and soil testing has not taken place at the residence. Over a year and a half (over 1.5 years) has passed since it was first reported 9/5/22. We are now approaching March 2024. On 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 (R.p. 000015, lines 1-30, p. 000038, lines 19-23, p. 000065, p. 000066). 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 she swore to be upheld. The CEO, Franklin Scott, was asked multiple times to investigate why full resolution has not taken place with the septic issues. He told the Appellant to contact DHEC again. *Exhibit Emails to and from Franklin Scott. 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 noticed on 9/5/22 and was already reported to the agent and then to the magistrate judge. 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 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 brief 1.5 years 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*. He preferred to gaslight the Appellant. When incompetence is at hand for CCHRA. 27-40-630

Wrongful Failure to Provide Essential Services. 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 Judge Price had the Appellant to stop talking *Transcript p. 8, lines 20 -24, p. 9, lines 1-4.* (R.p. 000051, lines 20-24, p. 000051 – lines 1-4). Just maybe if he would have allowed the Appellant to finish speaking, closure with this issue that has been going on now for 1.5 years. Even while in the courts, which is the law 27-40-440 *Landlord to Maintain Premises.* Again, providing the tenants an unconscionable environment and non- application of the laws for the facilitation of a *constructive eviction.* 24 CFR § 966.4 (e) (2023) *The PHA's obligations. Id.* The lease shall set forth the PHA's obligations under the lease, which shall include the following:

(1) To maintain the dwelling unit and the project in decent, safe, and sanitary condition;

(5) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA;

The Respondent's attorney provided in his illegal motion that no error of law or fact has taken place. The filing of this illegal motion is illegal. 24 CFR § 966.6 (g) (2017) *Prohibited lease provisions. Waiver of right to appeal judicial error in legal proceedings: Authorization to the landlord's lawyer to waive the right to appeal for judicial error in any suit or to waive the right to file a suit in equity to prevent the execution of a judgment.* HUD distinctly prohibits section/part (g) to even be placed in a lease current or new. Therefore, it is reasonable expectation that tenants can rely

on it not being used to violate their constitutional rights at any proceedings involving the PHA to which an appeal can't be carried out in court. Secondly, the Respondent's attorneys are in violation of filing an illegal/prohibited motion 24 CFR § 966.4 (m) (2023) due to CCHRA not providing the documentation requested for the hearing the regulation within specifies that if the documentation is not provided no eviction. A violation of both facts and law with this illegal motion. The motion also violates the tenant's right to due process guaranteed by the Fourteenth and Fifth Amendments. Everyone has a right to one appeal. An appeal that is announced, one can get prepared for unlike on 5-31-23 with Judge Price. The illegal motion wrongfully states the Appellant only asserts about the video. Appellant asserted more than that about the video, which too is important due to the magistrate denying the then Defendant the right to call the present staff to question witnesses in violation of SCRCF, Rule 13 *Magistrates Rule*. (R.p. 000056, p.000057). The Appellant didn't have to bring my witnesses and evidence to court. They were coming and all the Appellant had to do was be allowed to call them for questioning as the Appellant did, but the judge denied the Appellant's right to due process. A party has the right to cross-examine, testify or not. That is a part of the rules governing magistrate court, it is a right in due process guaranteed by the U.S. Constitution. Not us constitution. But U.S. Constitution. As is 24 CFR § 966.4 (m) is for Notice of Termination of Lease and eviction which is a part of the policy they chose not to put in the hearing guidelines for the CCHRA and it violates the law. (R.pp. 000062-000064). *CCHRA's Hearing Procedure. 5.0 and 7.0*. If the Board of Commissioners would not allow me to meet with them as an individual, then how can they meet criteria 7.0 for a fair hearing process meets all the

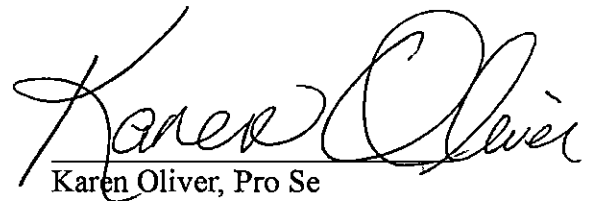
elements of fraud along with the video. CCHRA has indeed violated the law through error and fact. While at the same time numerous tortious and non-tortious acts.

1. Exhibit DHEC Unapproved/Unauthorized Domestic Wastewater. §
2. Exhibit Pictures Early Onset of Septic Tank Reported and Provided to Magistrate Judge.
3. Recording of Proceeding From Magistrate.
4. Exhibit Emails to and From CEO Franklin Scott
5. Transcript p. 8 lines 20-24.
6. § 27-40-720
7. § 27-40-630
8. § 27-40-440
9. 24 CFR § 996.4 (e) (2023).
10. 24 CFR § 996.6 (g) (2017)
11. 24 CFR § 996.4 (m) (2023)
12. SCRCP, Rule 13 *Magistrates*
13. Id.
14. Hearing Procedure

Conclusion

In accordance with the state law and federal regulation the Appellant has proven by the preponderous of evidence that the undertaking of the eviction was illegal. The decision for an eviction granted by the magistrate judge too, was illegal. In the process the magistrate judge intentionally violated the right to due process of the Appellant by denying the then, Defendant the right to question witnesses. She denied the then, Defendant now Appellant the admission of the video preventing all reasonable means for obtaining a meaningful participation in the proceeding. The Appellant was in a hostile, biased environment even at the Bond to Stay with the magistrate judge. The Appellant seeks the reversal of Magistrate Judge Laura Waring's erroneous, biased decision by vacating her wrongful decision for eviction. The denial of the Appellant's constitutional rights to an appeal by the circuit judge is in violation of the U.S. Constitution. Circuit Court Judge Bentley Price did not provide a judicial proceeding consistent with the summons to appear and violated the Appellant's constitutional right to an (one) appeal. Any decision made to that effect to deny the would-be appeal should be vacated, too. Judge Bentley Price will no longer be on the bench as of June 2024 to continue to do such dastardly deeds and causing even more distrust in the judicial system. Look at GOD!!! The Appellant reaffirms all that was alleged in the Amend a Judgement and reasserts that which is alleged continue be incorporated within to be allowed for later judicial proceedings. THOU preparest a table before me in the presence of mine enemies. GOD IS FAITHFUL!!!

December 8, 2024

A handwritten signature in black ink, appearing to read "Karen Oliver". The signature is fluid and cursive, with the first name "Karen" and last name "Oliver" clearly distinguishable.

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

EXHIBIT C

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

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1945 Ghana Street
Johns Island, S.C. 29455
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Other Counsel on Record
Parker Nelson & Associates, CTHD
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RECEIVED

DEC 20 2024

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
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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

200-003



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

000 004

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP1004182

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)

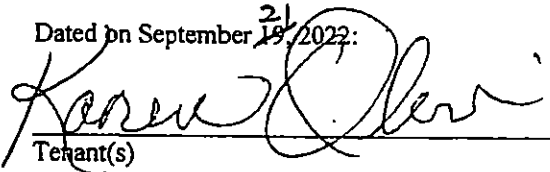
TO: Circuit Court

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.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of \$583.00 per month, due on the first day of each month, beginning October 1, 2022

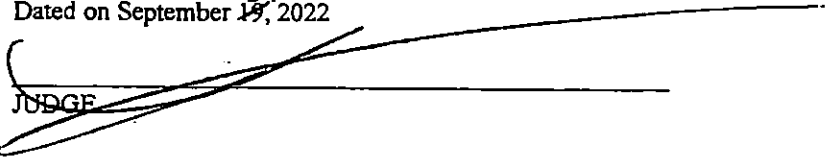
Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on September 21, 2022:


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

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)

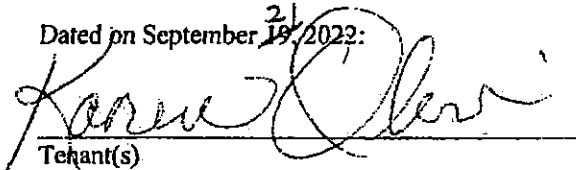
TO: Circuit Court

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, ^{\$583.00} for tenant's portion of rent due on the first day of each month, beginning October 1, 2022

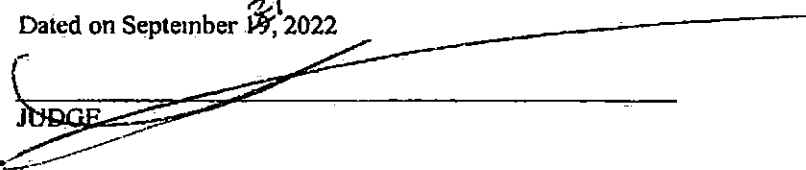
Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on September 21, 2022:


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

Judgment

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2253
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

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Karen Oliver
Plaintiff

-VERSUS-

CCHRA

Defendant

IN THE COURT OF COMMON PLEAS

2022 -CP-10- 4182

APPEAL

BY DeL

JULIE J. ARMSTRONG
CLERK OF COURT

2022 SEP -8 PM 4:08

FILED

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

843-722-1945
Telephone number 722 1942

843 303-3410
Telephone number

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

VS.

NOTICE OF CIVIL APPEAL

CCHRA

RESPONDENT(S)

The plaintiff/defendant (circle one), Karen Oliver

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).

Karen Oliver

Appellant (or his attorney)

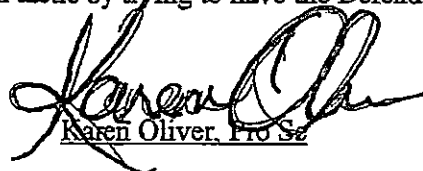
Dated: 8 day of September 2022

1 The judge rushed the case as she indicated the court closes at 12:30 and it was already 12:30. The sense of
 2 rushing along made not for an equitable setting for the Defendant. The judge commented on the number
 3 of documents that the Defendant presented and attempted to present. She did not give sufficient time to
 4 review the documentation and allow for questions and rebuttal. The case should have been scheduled for
 5 another time to allow proper execution of due process. The judge seemed to be more concerned with
 6 breaking for lunch. She never offered to just have a recess and return afterwards.

7 The judge excused herself from the court to allow the Plaintiff to review the video. The Plaintiff was
 8 clearly disturbed to know that the Chairman of CCHRA made such declaration that no eviction. We are
 9 not trying to kick people out of their homes. The judge relied only on the interpretation of the Plaintiff
 10 when she clearly saw that she was in violation of the decree set forth by Sandino Moses. If the judge had
 11 just listened maybe not view, she would not have relied on the Plaintiff's biased opinion. According to the
 12 CDC we are still in a pandemic, certain guidelines are still present. The judge failed to make an informed
 13 unbiased opinion.

14 The judge did not think that a roof being replaced, the ceilings and mold/mildew within the home was
 15 cause for conditions that affected the health and safety of the residence. Animals were coming into the
 16 walls of the residence. A faulty temperature control switch on the stove which could lead to a fire was
 17 ignored. If one burner works, she declared it was not a safety risk. The septic tank is overflowing. The
 18 defendant provided pictures of all except the refrigerator being held closed by bungee cords. The
 19 misfeasance of not having an exhaust fan in the bathroom is not legal yet, the judge would not consider it.
 20 The Defendant had to contact HUD to get the roof and the ceilings repaired/replaced. If HUD had to get
 21 involved, then clearly there was a problem with the immediate safety.

22 The judge accepted a lease from 2020 when the Plaintiff's paperwork included totals from an unsigned
 23 lease that had not been agreed upon. The Plaintiff stated that it contained the current lease, but \$4000.00
 24 was for the past four months on a lease that was not yet agreed upon. Therefore, the total owed should not
 25 be that it should reflect the current lease from 2020. The Plaintiff provided it for the court. The yet, to be
 26 agreed upon lease even indicates a contradiction to the proceedings. That particular lease indicates that
 27 there is no retroactive rent. Leading the Defendant to ask for a hearing with CCHRA personnel when her
 28 questions were not answered about the total amount. The Plaintiff did not follow their own hearing
 29 policy. The Plaintiff used intimidation tactic by trying to have the Defendant's mailbox tampered with by
 30 a maintenance personnel, Mr. Green.


 Karen Oliver, Pro Se

September 7, 2022

CLERK OF COURT
 JILLIE J. ARMSTRONG
 SEP - 8 PM 019

FILED

1945 Pharis 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

FILED
2023 SEP 22 AM 11:16
CLERK OF COURT

000 016

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley Price, Circuit Court Judge

Case No. 2023-001598

Karen Oliver

Appellant,

v.

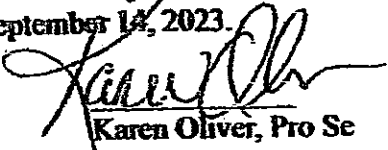
Charleston County Housing and
Redevelopment Authority

Respondent,

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

000 017

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

) MOTION TO AMEND A JUDGMENT

FILED
2023 AUG 17 PM 4:26
CLERK OF COURT
J. ARMS PROSSER

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

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 deaf 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

000 021

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

000 022

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

000 024

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

000 026

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

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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).

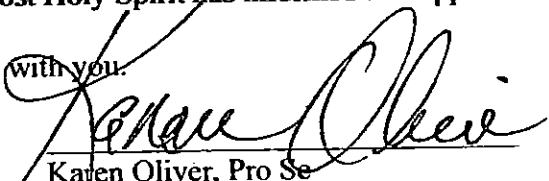
The magistrate judge more than likely erred by allowing a constructive eviction to take place with the continued breach of essential services.

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 17th day of August 2023

8-17-2023


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

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Supp. Exhibit
p. 197

ELECTRONICALLY FILED - 2023 Mar 16 9:18 AM - CHARLESTON - COMMON PLEAS - CASE#2022CP1004182

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

KAREN OLIVER,

Defendant - Appellant,

vs.

CHARLESTON COUNTY HOUSING
& REDEVELOPMENT AUTHORITY,

Plaintiff - Respondent.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2022-CP-10-4182

RESPONDENT CHARLESTON COUNTY
HOUSING & REDEVELOPMENT
AUTHORITY'S MOTION AND
MEMORANDUM IN OPPOSITION TO
KAREN OLIVER'S APPEAL

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.

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 16th 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

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Supp. Exhibit 11
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*Attorneys for Plaintiff /Respondent
Charleston County Housing & Redevelopment
Authority*

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Supp. Exhibit 11
p. 7g 7

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CERTIFICATE OF SERVICE

I hereby certify that I have this 16th 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

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

3 -----X
4 KAREN OLIVER, *
5 Appellant, *
6 vs. * Case No. 2023-CP-10-01598
7 CHARLESTON COUNTY HOUSING *
8 AND REDEVELOPMENT AUTHORITY, *
9 Defendant. *
-----X

10 May 31, 2023

11 B E F O R E:

12 The Honorable Bentley Price, Presiding Judge

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

14 Karen Oliver, Pro Se Appellant

15 Carlton Bowers, Esq.
16 Attorney for the Defendant

24 Recorded by: OWL Courtroom System

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

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I N D E X

DESCRIPTION

PAGE

Proceedings

3

E X H I B I T S

(None.)

COURT REPORTER LEGEND

Dash (—)

Indicates an interruption in speech

Ellipses (...)

Indicates trailing off in speech

(ph)

Indicates phonetic word

[Verbatim]

Indicates the word is said as written

(Indiscernible)

[Transcription] Indicates word(s) is not known due to audio recording quality

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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

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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

000051

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

A00052

1 CERTIFICATE OF TRANSCRIBER

2 CASE NAME/NUMBER: Karen Oliver v. CCHRA

3 2023-CP-10-01598

4 DATE OF HEARING: 5-31-23

5 COURT REPORTER/MONITOR: OWL Courtroom System

6 *****

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

15
16 *Bobbi Fisher*17 /s/ Bobbi Fisher

18 Bobbi Fisher, RPR and Certified Transcriber

19 Date Submitted: 1/24/24

20
21 NOTE: PURSUANT TO RULE 607(h)(1)(B), SCACR, "A COURT
22 REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR
23 FURNISHING A COPY OF A PREVIOUSLY PREPARED TRANSCRIPT."
24 ALL REQUESTS FOR COPIES OF THE ATTACHED TRANSCRIPT (FORM
25 800) FROM OPPOSING PARTY OR NON-PARTIES MUST BE SENT TO
THIS REPORTER AT BFISHER@SCCOURTS.ORG.

000 053

Charges



Flash drive is in the CP drawer

Audio
of
Magistrate
from 9-7-22
from the Court;

9:30 Mark
Denies Defendant
Right to question
Plaintiff
Due Process
000 056

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

1.0 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,

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.

Attachment EXHIBIT
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
Exhibit A
p. 14 of Attachment A
Supp. Exhibit A

PUBLIC HOUSING GRIEVANCE PROCEDURE

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 - 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,

non 660

Attachment A
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.

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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
P. 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.

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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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- 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.

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.



Exhibit E

**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 fincham@dhec.sc.gov.

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

Owner/ Tenant: _____ Date: _____
(Print) (Sign)

- ☒ 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

Exhibit 1
Septic tank's
initial overflow
reported to
Anagishat
9-7-22
P. 1
(E.)

HOME MAIL NEWS FINANCE SPORTS ENTERTAINMENT LIFE SEARCH SHOPPING YAHOO PLUS MORE...

Find messages, documents, photos or people

Advanced ▾

Compose

← Back

Septic Tank 2

Yahoo/Sent ☆

Inbox

11K

Unread

Starred

Drafts

8

Sent

Archive

Spam

Trash

^ Less

Views

Hide

Photos

Documents

Emails to myself

Subscriptions

Receipts

Credits

Travel

Folders

Hide

+ New Folder



4 AFW ISALIAH

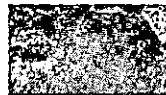


Tue, Sep 6, 2022 at 9:16 AM ☆

From:

slimshady968.io@gmail.com

To: jahlovefirst@yahoo.com



20220906_0... jpg
1.6MB



* jahlovefirst@yahoo.com



Mon, Apr 22 at 12:23 PM ☆

From: jahlovefirst@yahoo.com

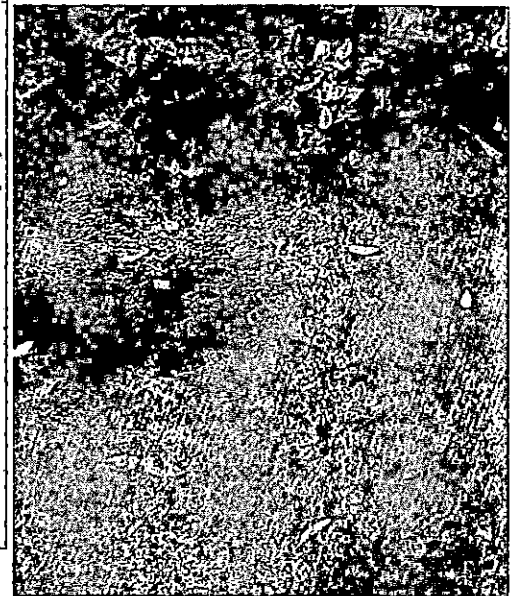
To: koliver01@live.com

> Show original message



20220906_0... jpg
1.6MB

20220906_085307.jpg



000 066

Exhibit F
p 19 b

RE: Letter of Advisement

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

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 Advisement

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

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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

000068

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. Catheryn 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

000069

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 1 p. 194

Exhibit C
p. 18
(E.)



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

Alg2
Lines 24-28

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.

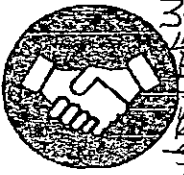
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1 September 6th, she will be starting. I will reach out to Mr. King and Mr. Sandino to schedule a
2 meeting with yourselves and Ms. Carter.
3 We talked about the HCV Waitlist Coordinator; it is now on hold; Ms. Colette gave us the
4 budget information 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 6th 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 15th.

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.

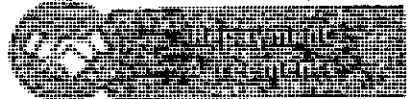
21 Repayment Agreements for Public Housing and HCV programs

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.

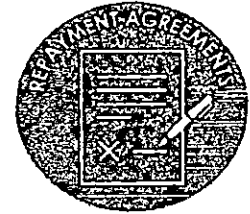


34 For Public Housing:

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.
- 51 3
- 4 4
- 5 5 The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- 6 6
- 7 7 Late and missed payments constitute default of the repayment agreement
- 8 8 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
10 unreported income.

- 11 o For example, if the PHA determines that the family has not reported income for a period of five
- 12 years and only has documentation for the last three years, the PHA is only able to determine
- 13 retroactive rent for the three years for which documentation is available.

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

18 *Suggested: Retroactive Monthly Rent + Current Rent $\geq$ 40% 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
- 24 (\$369 monthly rent + \$123 repayment = \$492, 40% of the family's monthly adjusted
- 25 income.)

26 **Repayment Time Period.** The period in which the retroactive rent balance will be repaid is
27 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
- 36 repayment agreement for the remaining balance of \$700.

IN THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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,

CERTIFICATE OF COUNSEL

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

December 8, 2024



/s/Karen Oliver

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Don Diaz

EXHIBIT D

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SC Court of Appeals

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Respondent,

PROOF OF SERVICE

I certify that I have served the Final Brief on Charleston County Housing and Redevelopment Authority by depositing a copy of it in the United States Mail, postage prepaid, on December 18, 2024, addressed to Attorneys Theodore Parker III and Carlton Bowers of Parker Nelson and Associates, CTHD 320 Broad Street Suite 240 Charleston, SC 29401.

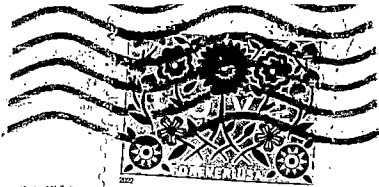
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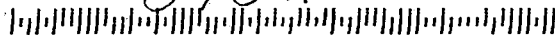
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SC Court of Appeals

County Appeals
Attorney Clerk's Court
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Columbia, SC 29211

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Feb 28 2025

SC Court of Appeals

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CERTIFICATE OF SERVICE

The undersigned employee of Parker Nelson & Associates, counsel for Respondent, does hereby certify that the service of Respondent's Motion to Dismiss, Memorandum in Support of the Motion and Exhibits, in the above-captioned matter was filed with the Courts, at the below email address this 28th day of FEBRUARY, 2025.

COURT OF APPEALS FILINGS
Ctappfilings@sccourts.com

s/Jamie Diaz

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Attorneys for Respondent