

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )  
 )  
Sam Investment Properties LLC, et al )  
 )  
Plaintiff, )  
vs. )  
Stephanie Hatton, et al, )  
 )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
FOR THE 15<sup>TH</sup> JUDICIAL CIRCUIT  
CASE No.: 2022-CP-26-08003

**VERDICT AND ORDER**

**RECEIVED**

MAR 07 2025

SC Court of Appeals

THIS MATTER came before the court on January 27, 2025, for a non-jury bench trial. The Plaintiff was represented by Jay Glenn Anderson, Esquire, and the Defendant was pro se. After hearing testimony from witnesses from both sides and receiving evidence from both sides, the court makes the following findings:

**Brief Facts**

The Defendants entered into a lease agreement with the Plaintiff to lease an apartment in North Myrtle Beach, South Carolina, beginning on April 1, 2020, and running through March 31, 2020. Among other things, the lease agreement outlined the obligations of the Defendants and Plaintiff and provided for a process upon termination of the lease. It also provided for the award of attorney fees if one of the parties should take legal action. The lease also provided that the Defendants would pay the Plaintiff a security deposit and a non-refundable pet deposit. Additionally, the lease provided for the procedures to be followed in the event of non-payment or late payment of rent.

On March 29, 2021, the parties signed an addendum to the original lease, as provided for in the original lease. The addendum required another pet deposit, raised the rent, and required that any non-functioning vehicles on the property be either removed or repaired. Effective April 1, 2022, the parties entered into another addendum to the lease. This addendum required an additional pet deposit and limited the number of pets in the apartment to three. The addendum also provided for an increase in the rent, as well as an increase in the late fee for late rental payments. There was also a provision that the Defendants had to keep the laundry room and trash area clean and free of debris, and that all trash had to go out on Monday mornings. It is apparent from the testimony that the Defendants had multiple cats in the apartment during their tenure there.

It appears from the testimony that the Defendants were evicted from the property for non-payment of rent, in July of 2022. The property manager testified that the Defendants left the apartment in "disrepair." The Plaintiff submitted thumbnail photos and an itemized invoice into evidence, showing several actions that it purportedly had to undertake in order to bring the apartment back into rentable condition. That invoice originally totaled \$14,766.44. The Plaintiff attributed the need for these repairs to the Defendants and the condition in which they left the apartment. These actions ranged from changing a light bulb, to a deep cleaning and painting in order to remove a "harsh cat pee odor" in the apartment. A significant point of contention during the trial was the issue with the apartment's two air conditioner window units. Some of the buttons on the units were non-functional. The units worked, but they were unsightly, and on one of them, the temperature could not be adjusted. The property manager stated that she could not rent the apartment with them in that condition. The Plaintiff was able to rent the apartment to someone else in August of 2022, thus mitigating the months of lost rent it originally sought from the Defendants, and substantially reducing the original amount of money asked for.

The Defendant and her witness, her father, attempted to refute much of the Plaintiff's testimony which attributed damage to Defendant. The Defendant's father testified that he has many years of experience in the construction field. Notable, he testified that the issue with the bedroom door warping was attributed to the fact that molding around a door was not proper, thus causing condensation in the bedroom. This would have been when the cold air in the bedroom cooled one side of the room, while hot air on the other side kept the other side of the door very warm or hot. The photos of that room showed warping of the walls and door. He also testified, among other things, that he had to fix the screens in the apartment because they were not properly installed. The co-defendant, however, was not present for the hearing, and therefore did not testify or provide evidence.

Another witness called by the Defendant was her mother, an employee of the rental company. The mother outlined a unique set of circumstances involved in this case, as the owner of the apartment was her boyfriend at the time. Apparently, issues would arise whenever the two would argue, because the mother would leave their mutual home, and go stay with her daughter, the Defendant. One of the issues in the case was the painting of a porch on the apartment. Plaintiff is attempting to collect from Defendant, the money it paid to remediate that paint job. Of note in her testimony, the Defendant's mother testified that she is the one who painted the porch, at the direction of the owner, her boyfriend. She also testified that, upon the eviction of the Defendant, she had to remove garbage, repair and repaint moldings and floors, and had to repair screens. This was done in the course and scope of her employment with the Plaintiff's property management company. The also stated that the apartment was in good condition when the Defendants left it.

In her testimony, the Defendant testified that the shelving in the storage area, which was the subject of "junk removal" in the invoice, was in the apartment when they moved into it. She

also stated that the hooks on the refrigerator were there as well. She did, however, admit to several items in the invoice. Those items include, dirt under the refrigerator, the fire alarm, the globe on the light in the living room, the blinds, undercabinet lighting, and the broken bar on the refrigerator door.

At the end of the case, the Plaintiff stated that it was seeking \$3366.44 in damages. It did not specify how it arrived at that figure. Plaintiff is also seeking attorney fees of \$7,050.00, as provided for the lease agreement.

**Specific findings**

After consideration of all of the testimony, the arguments, the purported repairs with subsequent costs, and the photos, the court finds damages for the Plaintiff in the following:

Cleaning the apartment, and under refrigerator	\$300.00
Reattaching light/globe	\$35.00
Repairing blinds	\$45.00
Reattach outlet under AC unit	\$20.00
Install smoke detector	\$65.00
Repair refrigerator	\$65.00
Under cabinet lighting	\$80.00
Kilz and repainting	\$1,500.00

Reseeded lawn from broken down vehicle	\$75.00
One month's rent	\$1,300.00
One window AC unit	\$495.72
Less security deposit	-\$1,050.00
Less Pet Deposits	-\$900.00
Total award for damages	\$2,030.72

#### Attorney's Fees

In awarding attorney's fees, the court must look to the factors set forth in the case of Atkinson v. Atkinson, 279 S.C. 454, 309 S.E.2d 14 (Ct. App 1983). Those factors are as follows: (1) the nature, extent, and difficulty of the legal services rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the beneficial results accomplished; and (6) the fee customarily charged in the locality for similar legal services.

The Court finds that the attorney fees are proper in this case. The legal action was necessary, as it appears to be the only way that the Plaintiff would be able to collect any damages in this case. The time devoted to the case, and the fee for similar services are consistent. Plaintiff's counsel enjoys good standing in the legal community, and has practiced for over thirty years. There appears to be no contingency in this case, and counsel achieved a positive result for his client. Therefore, the court find that the attorney's fees requested are reasonable, and awards Plaintiff \$7,050.00 in attorney's fees, as contemplated by the lease agreement.

The total award to the Plaintiff in this case, considering the damages and the attorney fees is \$9,080.72, for which the defendants are jointly and severally liable.

IT IS SO ORDERED

31 January 2025



The Honorable David P. Caraker, Jr.  
Resident Judge, 15<sup>th</sup> Judicial Circuit.