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SC Court of Appeals

From: [Keanah Johnson](#)
To: [Court Of Appeals Filings](#)
Cc: [Kevin Smith](#)
Subject: Case Number 2025-000042
Date: Friday, March 14, 2025 3:05:30 PM
Attachments: [Item 1-Order 1.15.25.pdf](#)
[Item 2- Disposition- Common Pleas- 3.10.25.pdf](#)

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

To whom it may concern,

This is an email regarding case 2025-000042 Kevin Smith, vs. Eagleview 3430 East LLC whereas, on March 13, 2025, while checking the online case management system, we (Management of Eagleview 3430 East, LLC) discovered that Mr. Kevin Smith had filed a "Motion of Reinstatement" and a "Motion to Stay".

In regard to this "Motion to Stay", we kindly ask that the court *not* consider intervening in the Writ of Ejectment, signed by Judge Coble in the Court of Common Pleas on March 10, 2025, for a multitude of reasons. Judge Coble ordered this writ to be filed (See Attached: item 2) due to Mr. Smith's repeated violation of the Order issued on January 15, 2025 (See attached: Item 1). Evidence of violation was submitted to the court on March 4, 2025 including signed affidavits and a flash drive containing video footage of Mr. Smith using repeated obscene gestures towards Eagleview 3430 East employees. These videos can be made available for the Court of Appeals to view if necessary. Given the repeated violations of Mr. Smith's Bond Order we ask that, if Mr. Smith's appeal is reinstated, the Writ of Ejectment be allowed to be carried out in accordance with the order from Judge Coble.

In regard to the "Motion to Reinstate", we would like to address false statements made by Mr. Smith. Mr. Smith states that he has not been able to access his mailbox where official documents may be delivered "because the landlord changed the lock", a statement that is factually incorrect. We simply have not changed the lock to Mr. Smith's mailbox. Furthermore, the Richland County Sheriff's Department was called to the property on January 14, 2025 by the USPS worker claiming Mr. Smith was verbally harassing her, a federal employee. While there, Mr. Smith told the Deputy that he was unable to access his mailbox due to his key being damaged. Management advised Mr. Smith that if he could show us where his key was damaged, we would replace his key that day free of charge. The deputy asked Mr. Smith to go retrieve the key from his apartment. Mr. Smith refused to, saying he did not know where it was. We then informed Mr. Smith that, per his lease, there is a \$10 charge to replace a lost key. Mr. Smith let us know that he would not be paying us \$10, therefore a new key was not provided. This motion was also filed with deficiencies as we were not properly served.

Over the course of the last 7+ months, *Mr. Smith has continuously shown a pattern of aggressive, disruptive and threatening* behavior to all whom he comes in contact with, including a representative of the ownership group needing to take a restraining order

out against Mr. Smith following recorded threats of Mr. Smith coming to personally visit the ownership representative and his family at his place of residence (Richland County Civil Court Case Number 2024OR4010500094). Additionally, despite continuously claiming to be a “dying, disabled, homebound veteran“ Mr. Smith continues to harass other potential residents who are touring apartments as well as existing residents, disrupting their quiet enjoyment of the property. We (Management) have daily video evidence of Mr. Smith wandering the property without the use of any mobility assistance devices, cursing obscenities at our staff and other residents again often involving law-enforcement. Eagleview 3430 East, is actively working to provide safe and affordable housing to the residents of Columbia, and Mr. Smith's constant shouting, cursing, and threatening on property grounds continue to make this effort nearly impossible and often requires police and law enforcement visits.

Management is aware that on Friday, February 28th, at 3:40PM (1 business day before Mr. Smith's rent bond was due) we received an initial contact from a 3rd party rental assistance agency whom we have not had a relationship with in the past, offering to provide rental assistance to Mr. Smith. This paperwork required several days to process internally, and after hearing of yet additional violations of Judge Coble's initial order related to Mr. Smith's behavior (as evidenced herein), we simply chose not to accept these funds on Mr. Smith's behalf.

In closing, we are well aware of the multitude of documents and false allegations that Mr. Smith may try to introduce to the court in this matter. The reality is that Mr. Smith is well aware of judicial procedures regarding housing law, and Eagleview 3430 East is not the first landlord that has had to deal with Mr. Smith (See pending Case Number 2024CP4001301). Lastly, Mr. Smith is technically no longer under an active residential lease with Eagleview 3430 East apartments (his current lease expired February 28th, 2025, and he is now in a hold over status), and so any complaints about management, his apartment, or anything else regarding the property are irrelevant, as he could simply move out without recourse, if he was unsatisfied with his experience.

We appreciate your consideration in this manner, and thank you for taking the time to read this letter and once again, kindly ask that the court not reinstate Mr. Smith's appeal and not issue a Motion to Stay on the Writ of Ejectment.

Keanah Johnson

Property Manager

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