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Mar 14 2025

SC Court of Appeals

**From:** [Kevin Smith](#)  
**To:** [Keanah Johnson](#)  
**Cc:** [Court Of Appeals Filings](#)  
**Subject:** Re: Case Number 2025-000042  
**Date:** Friday, March 14, 2025 3:47:34 PM

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What other very important part of this is I was ordered to pay the housing authorities portion of 776 which is clearly not my responsibility and contrary to the evidence submitted to him at that time they clearly states that they held this apartment and abatement because eaglevew Capital had 28 days once they did the initial inspection in November to fix 10 major violations they came back on December 13th and you had fixed none and then they took their money back because of your negligence

So judge cobles appeal bond order in regards to the rent portion obligated to me is contrary to the evidence submitted to him and also submitted to this court

And again you can't get a writ of ejection which you have now done for the second time when you have willfully and admittedly turn down the money and I did not get a chance to defend myself against allegations made buy you against me

My rights have been clearly violated in the issuance of this writ and I have the right to present clear episodes of harassment against me by you Stephanie Adams and your boyfriend who claims to be the maintenance guy who lives on the property knocking on my door all hours of the evening and my windows and threatening me because you guys are dating the list goes on the facts of this case

I don't deserve to be put in a street in my wheelchair with an illegal writ

This court interjected and stopped the first one back in January I believe it was the 15th because of the same reasons because my rights have been violated and similar fashion and you went to another judge that did not have jurisdiction in the magistrate level to back door a writ against me with false allegations of non-payments when I produce receipts that you were paid I've been paying the court since September 1 when judge Michael Scott made the initial appeal Bond order

I am not in violation of judge cobles order you would have your money on the 28th which is before the due date you denied it and you made an allegations against me and I have the right as a United States citizen as anybody does to defend themselves against such allegations and not be found guilty of any offense civil or criminal without the opportunity to present a counterclaim or my defense

What you guys have done to me over the last 6plust months is absolutely absurd.

And as you say you've got evidence so do I have got neighbors that are willing to testify once this goes to trial against you but that's not a matter for what we're talking about the writ was issued and I'm not in violation of that appeal bond in any way shape or form

I don't deserve to be bullied by negligent slumlords who refused to fix my apartment for over 6 Plus months I was without water for four (see sent inspection results/violations from Columbia housing authority)

And again I'll say that I've been under an appeal bond from judge Michael Scott from September 1 until somehow judge cobal got it and did another one four months later and I've never was in violation of that order one time .

Even though I had to get people from my church to take a money order because I don't drive because of my legs I've made every effort and have conformed to any order that I've been given instructions to do.

I have a right to protections to and have the right to defend myself against any allegations as you have the right to defend yourself against my allegations but I don't deserve to be found in violation of any appeal bond order and deserve to lose my home for me and my service animals without the opportunity to defend those allegations and I was clearly not given those this is not fair this is not right AT ALL

I ASK THE COURT TO PROTECT THOSE RIGHTS AND ISSUE A STAY JUST AS THE DID PREVIOUSLY.

YOU SHOULD BE ASHAMED AND ANYONE WOULD BE VERY UNHAPPY LIVING IN THE CONDITIONS THAT I LIVE IN AND IT HAVE BEEN CONDEMNED BY THE FEDERAL HOUSING AUTHORITY .

WHO WOULDN'T BE BUT I DON'T GO SEARCHING FOR THAT I ONLY GET MAD WHEN MY WINDOWS KNOCKED ON AND STUFF BUT ANYBODY ANY DRUGS IN THIS COURT OR ANYBODY WITH ANY COMMON SENSE WOULD BE UPSET WHEN THEY LOOKED AT THAT LIST OF 10 MAJOR VIOLATIONS AND THAT'S NOT INCLUDING OTHER MINOR VIOLATIONS AND I HAD TO LIVE THAT WAY AND THERE'S BEEN A DIRECT FAILURE BY YOU GUYS TO KEEP UP THE APARTMENT WHICH IS REQUIRED BY LAW FOR YOU TO DO EVERY MONTH WHEN YOU ACCEPT THE RENT I'VE BEEN PAYING RENT FOR BASICALLY A CONDEMNED APARTMENT ANYWAY

BUT I DON'T DESERVE TO BE THROWN OUT WITHOUT JUST CAUSE AND ALL I'VE EVER WANTED IS MY DAY IN COURT AND FOR YOU GUYS TO QUIT TRYING TO BULLY THE COURT LIE TO THE COURT

AND I DON'T HAVE THE OPPORTUNITY TO ANSWER THOSE ALLEGATIONS I'VE MADE SEVERAL AND AGAINST YOU AND I HAVE POLICE REPORTS THE SAME THINGS THAT YOU'RE SAYING IS EVIDENCE YOU HAVE I HAVE THE SAME AGAINST YOU GUYS AS WELL BUT THAT'S TO BE HEARD AT TRIAL THAT'S NOT A MATTER FOR THE WRIT.

YOU LIED ONCE AGAIN JUST LIKE YOU DID IN JANUARY TO OBTAIN IT AND I HAVE PROVEN THEY'RE NOT TO BE TRUE I'M BY YOUR OWN ADMISSION YOU VIOLATED THE APPEAL BUT IF YOU DON'T TAKE THE MONEY AND YOU DENY THE MONEY THAT'S NOT MY FAULT AND THAT'S LISTED AS ONE OF TWO REASONS THAT THE WRIT WAS ISSUED BECAUSE I FAILED TO PAY BY MARCH THE 3RD

THAT'S PART OF THE ORDER BY JUDGE COBLE

AND CLEARLY BY YOUR OWN ADMISSION THAT'S FALSE DID YOU TELL JUDGE COBLE THAT YOU DENIED THE PAYMENT AND THAT YOU REFUSE TO ACCEPT THE MONEY BEFORE THE FIRST AND FOUR FIVE OTHER ATTEMPTS BECAUSE IF YOU DID HE WOULDN'T HAVE FOUND ME IN VIOLATION OF NOT PAYING THAT'S INCLUDED IN THE WRIT AND THAT'S CLEARLY FALSE

THEREFORE THE WRIT SHOULD BE VOIDED BECAUSE IT IS FACTUALLY INCORRECT AND FOR THAT ALONE THE STAY SHOULD BE ISSUED

THANKS SO MUCH FOR PROTECTING ME ONCE AGAIN IN THIS MATTER

SINCERELY

KEVIN J SMITH

On Fri, Mar 14, 2025, 3:31 PM Kevin Smith <[mikesdad01@gmail.com](mailto:mikesdad01@gmail.com)> wrote:

EAGLEVIEW CAPITAL HAS RELENTLESSLY MADE FALSE ALLEGATIONS AGAINST ME AND JUDGE COBILE DID NOT HEAR MY SIDE OF ANY OF YOUR

ALLEGATIONS AND THAT'S ILLEGAL TOO THAT'S LIKE FINDING A PERSON GUILTY OF A CRIMINAL OFFENSE AND SENDING THEM TO PRISON WITHOUT THEM BEING PRESENT IN THE COURTROOM A PERSON CAN SAY WHATEVER THEY WANT BUT IN THE UNITED STATES I THOUGHT WE WERE ABLE TO DEFEND OURSELVES I FOUGHT FOR THAT FREEDOM ME AND MY BROTHERS IN THE MILITARY

ONCE AGAIN I CONTEND THE SAME THREATENING BEHAVIOR FROM YOU TO ME I HAVE SUBMITTED EVIDENCE FROM THE HOUSING AUTHORITY AND EVERYTHING IS TO THE VIOLATIONS OF THIS APARTMENT FOR MANY MANY MONTHS NO ONE SHOULD HAVE TO LIVE LIKE THIS BUT MORE IMPORTANTLY THE WRIT SHOULD HAVE NEVER BEEN ISSUED THERE WERE NO VIOLATIONS

IF YOU OPENLY ADMIT THAT YOU DIDN'T ACCEPT THE MONEY AND IT WAS OFFERED TO YOU BEFORE THE 1ST I WOULDN'T BE IN VIOLATION OF NON-PAYMENT BECAUSE YOU DIDN'T ACCEPT THE MONEY THAT'S NOT SOMETHING THAT SHOULD LEGALLY BE ABLE TO BE HELD AGAINST ME AND YOUR ALLEGATIONS AGAINST ME THAT WERE HEARD WITHOUT ME PRESENT IS NOT LEGAL IN ANY WAY I HAVE THE RIGHT TO PRESENT DEFENSE AND TO PRESENT MY EVIDENCE AGAINST YOU AND STEPHANIE ADAMS TO REGIONAL MANAGER AND I HAVE NOT HAD THAT OPPORTUNITY YET AND I ASK THIS COURT TO ALLOW ME THAT OPPORTUNITY AND NOT ALLOW YOU TO CONTINUE TO TAKE ADVANTAGE OF ME AS YOU HAVE FOR THE LAST 7 MONTHS UP TO AND INCLUDING AN OFFER THAT YOU GAVE ME A \$1,500 NOT TO SUE YOU AND THEN YANKED IT OFF THE TABLE AMONGST OTHER THINGS YOU'VE NEVER EVEN PROVED THE ORIGINAL ALLEGATIONS AGAINST ME THIS CASE WAS SET FOR JURY TRIAL FROM THE VERY BEGINNING FROM SEPTEMBER THE 1ST OR 2ND WHENEVER WE WERE THERE FIRST AND WE'RE STILL PENDING THAT TRIAL BY JURY AND THE MATTERS FOR ALSO FOUND THAT THERE WAS GOOD CALLS AND I HAD VALID DEFENSES AGAINST AN EVICTION AND HERE WE ARE TODAY STILL WITHOUT AN ACTUAL HEARING ON THIS CASE

I WOULD CONTEND TO THIS COURT THAT YOU HAVE CONTINUOUSLY GONE AND MADE FALSE ALLEGATIONS AGAINST ME AND MORE IMPORTANTLY WHEN AROUND ME TO FIND A WAY

On Fri, Mar 14, 2025, 3:27 PM Kevin Smith <[mikesdad01@gmail.com](mailto:mikesdad01@gmail.com)> wrote:

My response to this is simply

You just admitted that you would not accept the funds before they were dues and your allegations of bad behavior what about my video of you sending your boyfriend over to threaten me multiple times and threats against me that's not a matter for this action.

On Fri, Mar 14, 2025, 3:05 PM Keanah Johnson <[kjohnson@eagleviewcap.com](mailto:kjohnson@eagleviewcap.com)> wrote:

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 3<sup>rd</sup> 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

**3430 East Apartments**

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