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SC Court of Appeals

FORM 13  
BRIEF OF APPELLANT\*

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM YORK COUNTY  
Court of Common Pleas

William A. McKinnon, #2761 Circuit Court Judge

Case No. 2024-000279

James Marshall Biddle, Esquire  
as Personal Representative of Rock  
Pointe II,

Respondent,

v.

Ashley Williamson,

Appellant.

[INITIAL] BRIEF OF APPELLANT

Ashley Williamson  
2344 Ridgerock Lane Apt. 107  
Rock Hill, SC 29732  
(803)-280-2709  
Pro Se Litigant

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1. BECAUSE RESPONDENT PRESENTED CONFLICTING JUSTIFICATIONS FOR THE EVICTION, APPELLANT WAS SUBJECTED TO AN EVICTION PROCEEDING. THE CORPORATE OFFICE OF THE RESPONDENT STATED THAT THE EVICTION WAS DUE TO NONPAYMENT OF RENT, WHILE THE LOCAL MANAGEMENT CLAIMED IT WAS BECAUSE OF THE EXPIRATION OF TENANCY. THIS INCONSISTENCY RAISES QUESTIONS ABOUT THE VALIDITY OF THE EVICTION .....2

2. BECAUSE KENYA HALL (FORMER ROCK POINTE II PROPERTY MANAGER), CONFIRMED THAT A NON-RENEWAL NOTICE WAS NOT ISSUED TO THE APPELLANT VIA EMAIL JANUARY 19, 2024, CONTRADICTING THE LOCAL MANAGEMENT’S CLAIM THAT THE LEASE HAD ENDED. THE APPELLANT’S LEASE WAS SET TO EXPIRE ON NOVEMBER 30, 2023, AND THE RESPONDENT SHOULD HAVE ISSUED A RENEWAL NOTICE 120 DAYS PRIOR TO THE EXPIRATION DATE OF THE LEASE, AS THE APPELLANT WAS NOT ON A NON-RENEWAL STATUS.

3. BECAUSE THE RESPONDENT HAS CONTINUED TO SEND EMAILS DEMANDING A RENT PAYMENT OF \$6,428.89, EVEN THOUGH THE BOND TO STAY EVICTION ON APPEAL, ISSUED ON FEBRUARY 2, 2024, SET A DIFFERENT PAYMENT AMOUNT. ADDITIONALLY, WHILE COURT PROCEEDINGS ARE ONGOING, THE RESPONDENT HAS CONTINUED TO HARASS THE APPELLANT BY ISSUING A NOTICE TO VACATE DATED SEPTEMBER 10, 2024.....2

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STANDARD OF REVIEW

STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN FAILING TO IGNORE THE FACT THAT THE RESPONDENT DID NOT GIVE PROPER NOTIFICATION IN A TIMELY MANNER?
2. DID THE TRIAL COURT ERR IN DENYING APPELLANT A FAIR HEARING DUE TO FALSE CLAIMS OF APPELLANT NOT BEING CREDIBLE WITH NO EVIDENCE TO SUPPORT THAT CLAIM?
3. DID THE TRIAL COURT IN ERR IN VIOLATING THE 14<sup>TH</sup> AMENDMENT BY NOT ALLOWING APPELLANT'S RIGHT TO DUE PROCESS BASED ON PREJUDICIAL BIAS?

STATEMENT OF THE CASE

This Court has jurisdiction over this appeal pursuant to South Carolina Rule of Appellate Procedure 203 (SCACR)-Notice of Appeal. The final judgment was entered on February 15, 2024, and affirmed the decision of the magistrate's judge due to no physical evidence. The Appellant timely filed a Notice of Appeal on March 1, 2024 in South Carolina Rule of Appellate Procedure 203 (SCACR)- Notice of Appeal.

STANDARD OF REVIEW

The Appellant was subjected to an eviction proceeding where conflicting justifications for eviction were presented. The corporate office of the Respondent stated that the eviction was due to nonpayment of rent, while the local management claimed it was because of the expiration of tenancy. This inconsistency raises questions about the validity of the eviction.

Furthermore, Kenya Hall, Project Manager, confirmed that a non-renewal notice was not issued via email January 19, 2024, contradicting the local management's claim that the lease had ended. The Appellant's lease was set to expire on November 30, 2023, and the Respondent should have issued a renewal notice 120 days prior to the expiration date of the lease, as the Appellant was not on a non-renewal status.

Despite this, the Respondent has continued to send emails demanding a rent payment of \$6,428.89, even though the Bond to Stay Eviction on Appeal, issued on February 2, 2024, set a different payment amount. Additionally, while court proceedings are ongoing, the Respondent has continued to harass the Appellant by issuing a Notice to Vacate dated September 10, 2024.

## GROUND FOR APPEAL

1. Conflicting and Unsubstantiated Grounds for Eviction – The Respondent's corporate office and local management provided contradictory reasons for the eviction, making the Magistrate Court's ruling unclear and unjust.
2. Failure to Issue Proper Non-Renewal Notice – The Respondent failed to provide the legally required non-renewal notice, as confirmed by its own Project Manager.
3. Unlawful Rent Demands and Harassment – The Respondent continues to demand an incorrect rent amount and has issued a premature Notice to Vacate, despite the ongoing legal proceedings.
4. Violation of Due Process – The Magistrate Court failed to resolve these discrepancies, leading to a wrongful eviction order.
5. Inconsistent and Contradictory Grounds for Eviction

- Respondent's corporate office and local management provided conflicting reasons for the eviction. The Magistrate Court failed to reconcile these inconsistencies, resulting in a decision that lacks clear factual and legal support.

6. Failure to Issue Proper Notice of Non-Renewal

- Kenya Hall, Project Manager, confirmed that no non-renewal notice was issued on the date claimed by local management. South Carolina law requires proper notice before terminating a lease. The absence of a valid non-renewal notice makes the eviction procedurally improper.

7. Denial of Due Process and Fundamental Fairness

- The Magistrate Court's failure to properly assess the conflicting documentation and testimony resulted in a ruling that violated Appellant's due process rights. Without a clear and valid reason for eviction, the ruling should not have been allowed to stand.

8. Respondent's corporate office letter indicated the site manager would be available to discuss options for rent payment because of the Covid-19 pandemic.

WHEREFORE, Appellant respectfully requests the following relief:

1. That the Court of Appeals vacate the Magistrate Court's decision granting the Writ of Eviction.
2. That the eviction be set aside due to procedural defects and improper notice.
3. That any further relief deemed just and proper be granted in favor of Appellant.

April 7, 2025

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