

RECEIVED

Apr 14 2025

SC Court of Appeals

**From:** [Kevin Smith](#)  
**To:** [Keanah Johnson](#)  
**Cc:** [Court Of Appeals Filings](#)  
**Subject:** Re: Formal written request for check amount / time where it could be certified picked up  
**Date:** Monday, April 14, 2025 2:56:49 PM

---

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

YOU ARE ALSO OPENLY TRYING TO WITHHOLD MY SECURITY DEPOSIT AND YOUR LITTLE DECLARATION AND HOLD ME RESPONSIBLE FOR RENT THAT YOU SELF ADMITTEDLY REFUSE TO ACCEPT SO THAT YOU COULD EVICT ME WHICH MAKES ME NOT LEGALLY RESPONSIBLE YOU ARE ATTEMPTED TO BE PAID AND YOU OPENLY ADMITTED YOU REFUSE TO ACCEPT IT SO THAT DOESN'T MAKE ME LEGALLY RESPONSIBLE AND CERTAINLY DOESN'T GIVE YOU GROUNDS TO WITHHOLD MY SECURITY DEPOSIT YOU'RE JUST OPENING YOUR MOUTH AND INSERTING FOOT YOU MIGHT AS WELL JUST GIVE ME MY SECURITY DEPOSIT BACK BEFORE YOU GET SUED FOR LATE FEES DAMAGES OF YOUR OWN ON TOP OF EVERYTHING THAT YOU STILL LEGALLY OWE ME YOU'RE JUSTIFICATION FOR WITHHOLDING MY SECURITY DEPOSIT IS ILLEGAL IN SO MANY WAYS AND FALSE  
YOU HAVE TWO DAYS TO GET RETURN MY SECURITY DEPOSIT TO ME

On Mon, Apr 14, 2025, 1:05 PM Kevin Smith <[nazzguy2025@gmail.com](mailto:nazzguy2025@gmail.com)> wrote:

On Mon, Apr 14, 2025, 1:01 PM Kevin Smith <[nazzguy2025@gmail.com](mailto:nazzguy2025@gmail.com)> wrote:

ALL THE PROOF I NEED THAT YOU'RE TRYING TO NOT GIVE ME MY MONEY BACK FOR DAMAGES THAT YOU CAUSED BY INDEPENDENT INSPECTOR BY THE HOUSING AUTHORITY I'M GOING TO SUBMIT THIS TO THE COURT OF APPEALS YOU'VE GOT TWO DAYS TO GET ME MY MONEY TRYING TO TELL ME THAT I CREATED THOSE DAMAGES

I'm going to sue you for my security deposit and every other bit of damages that you've caused hotel cost everything you tried to buy me off and now you're trying to withhold my security deposit for things that you caused the joke's on you the Court's going to have a field day when we finally get in front of a judge if I were you I'd give you my \$899 immediately

Here's all the proof you need that the damages are your fault not mine and it's all the court will need to you have two days to get me my money

On Mon, Apr 14, 2025, 12:43 PM Kevin Smith <[nazzguy2025@gmail.com](mailto:nazzguy2025@gmail.com)> wrote:

AND THE COURT ALREADY RULED THAT YOU'RE NOT ENTITLED TO ANY LATE FEES BECAUSE YOU DENIED THE PAYMENT AND YOU'RE NOT ENTITLED TO ANY LATE FEES FROM SEPTEMBER OCTOBER JUDGE SCOTT ALREADY RULED ON THAT YOU GUYS ARE GOING TO GET FUCKED UP YOU'RE GOING TO GET SUED AND YOU'RE GOING TO OWE ME FIVE SIX THOUSAND YOUR BEST BET IS TO GIVE ME MY SECURITY DEPOSIT BACK AND MAKE FRIENDLY COURT OF APPEALS IS ALREADY RULED AGAINST YOU JUDGE SCOTT RULE AGAINST YOU ON THE FEES THAT YOU'RE

TRYING TO CHARGE ME FOR NOW AND YOU CAN'T CHARGE ME FOR WHAT YOU DENIED GOODWILL TRIED TO PAY YOU OFF YOU OWE ME ALL THIS MONEY YOU'RE GOING TO GIVE ME EVERY CENT PLUS DAMAGES IN LATE FEES TO GO ON TOP OF THAT YOU'RE GOING TO BE THE ONE THAT OWES ME LATE FEES YOU'RE AN IDIOT YOU BETTER GIVE ME MY \$899 NOW BEFORE YOU GO TO JAIL FOR IT YOU BETTER HIRE THAT ATTORNEY LIKE THE COURT OF APPEALS TOLD YOU TO AND YOU'VE ALREADY BEEN DENIED THOSE FEES BY JUDGE SCOTT SAID YOU WEREN'T LEGALLY GOING TO GET THEM BECAUSE YOU'RE NOT ENTITLED TO THEM AND THOSE DAMAGES TO THE APARTMENT AND APPLIANCE CLEANING AND STUFF I DIDN'T HAVE A WALL FOR 4 MONTHS I HAVE THE HOUSING AUTHORITIES INSPECTIONS AND EVERYTHING YOU'RE TRYING TO CHARGE ME FOR STUFF THAT YOUR OWN FAULT YOU BETTER GIVE ME MY MONEY OR YOU'RE GOING TO CHARGE INTEREST LATE FEES PENALTIES ON TOP OF WHAT YOU MADE ME LIVE IN YOU GUYS MUST THINK I'M STUPID GIVE ME MY MONEY YOU'VE GOT TWO DAYS

On Mon, Apr 14, 2025, 12:31 PM Kevin Smith <[nazzguy2025@gmail.com](mailto:nazzguy2025@gmail.com)> wrote:

THOSE DAMAGES WERE DONE BY YOU GUYS YOU MADE ME LIVE IN HELL YOU'RE GOING YOU'RE GETTING SUED I DON'T KNOW YOU ANYTHING AND YOU OWE ME A LOT MORE THAN THAT YOU TRIED TO BUY ME OFF OF 1500 1000 authority will say you didn't even fix the things in the house that used to fix the house is condemned by the housing authority because you fail to fix it and keep it up your slumlords and now you're saying you're going to charge me for that stuff you guys go to hell I'll get my money back see you in the court of appeals better hired that attorney

On Mon, Apr 14, 2025, 11:52 AM Keanah Johnson <[kjohnson@eagleviewcap.com](mailto:kjohnson@eagleviewcap.com)> wrote:

Good morning

Please find attached a breakdown of your security deposit settlement.

As we did not receive a written forwarding address from you, a copy of the settlement has been sent to the last known address on file, in accordance with South Carolina Code § 27-40-410, which states: "The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address, the tenant is not entitled to damages under this subsection provided the landlord (1) had no notice of the tenant's whereabouts and (2) mailed the written notice and amount due, if any, to the tenant's last known address."

Although a copy of the security deposit settlement was dispatched on April 8, 2024, we have, as a courtesy, provided the requested breakdown as an attachment below.

**Keanah Johnson**

Property Manager

**3430 East Apartments**

[3430 Kay St. | Columbia, SC 29210](#)

**Phone** | (803) 401-5505

**Email** | [KJohnson@eagleviewcap.com](mailto:KJohnson@eagleviewcap.com)

On Mon, Apr 14, 2025 at 10:35 AM Kevin Smith <[nazzguy2025@gmail.com](mailto:nazzguy2025@gmail.com)> wrote:

TO EAGLEVIEW CAPITAL LLC.

Consider this your formal written request for a final amount determination of the return of security deposit the amount determined the amount of the check that you said today that you sent to a supposed to last address

And a time where this check can be facilitated where it can be picked up by independent third party and sign for to alleviate any conflict at all and to meet your legally mandated deadline of 30 days

I'm also asking for an email copy as well of whatever form you're saying and to how the determination of the amount of the check which should be \$899 and how you determine the amount

Consider this the written request for you to meet said deadline

I expect a full return of my security deposit as promised of \$899 to be facilitated within the 30 days of move out this mandated by law this money is needed by me due to your illegal tactics

In two days it will be the 17th

Please email me the final amount of said check and when a independent third party can facilitate picking it up whether it be Richland county sheriff's department or somebody from my church

Sincerely

Kevin j Smith