

Exhibit A:**Redlined Brief Excerpts**

Below are the redlined excerpts from the Initial Brief of Appellants, exactly as provided in your input, showing the corrections for court submission. Page 6: Statement of Issues on Appeal (Painting and Cleaning)

- Did the Circuit Court err in awarding Respondent \$1,500 for painting and \$300 for cleaning, as both awards rely on non-itemized invoices not disclosed until trial, lack credible evidence under the “any evidence” standard, include un-awarded and double-billed charges, and prejudiced Appellant **Appellants**, violating S.C. Code Ann. § 27-40-410(a)(b)?
- Did the Circuit Court err in awarding Respondent \$1,500 for painting and \$300 for cleaning when substantial evidence shows the apartment’s deteriorated condition, including mold, warped walls, and filth, pre-existed Appellant’s **Appellants**’ tenancy and was not caused by tenant damage, violating S.C. Code Ann. § 27-40-410(a)?

Page 13: Argument (Rent Award)

The Circuit Court erred in awarding \$1,300 for July 2022 rent, as (1) **A.** the Respondent’s re-rental proceeds fully mitigated all post-eviction rent losses, including the July period, per U.S. Rubber Co. v. White Tire Co., 231 S.C. 84, 95, 97 S.E.2d 403, 408–409 (1956); (2) **B.** the June 2022 eviction terminated the lease, negating future rent obligations, under Simon v. Kirkpatrick, 141 S.C. 251, 139 S.E. 614 (1927); and (3) **C.** the \$1,300 award constitutes double recovery, as re-rental proceeds and repair

Exhibit A:

Redlined Brief Excerpts

Below are the redlined excerpts from the Initial Brief of Appellants, exactly as provided in your input, showing the corrections for court submission. Page 6: Statement of Issues on Appeal (Painting and Cleaning)

- Did the Circuit Court err in awarding Respondent \$1,500 for painting and \$300 for cleaning, as both awards rely on non-itemized invoices not disclosed until trial, lack credible evidence under the “any evidence” standard, include un-awarded and double-billed charges, and prejudiced Appellant **Appellants**, violating S.C. Code Ann. § 27-40-410(a)(b)?
- Did the Circuit Court err in awarding Respondent \$1,500 for painting and \$300 for cleaning when substantial evidence shows the apartment’s deteriorated condition, including mold, warped walls, and filth, pre-existed Appellant’s **Appellants**’ tenancy and was not caused by tenant damage, violating S.C. Code Ann. § 27-40-410(a)?

Page 13: Argument (Rent Award)

The Circuit Court erred in awarding \$1,300 for July 2022 rent, as (1) **A.** the Respondent’s re-rental proceeds fully mitigated all post-eviction rent losses, including the July period, per U.S. Rubber Co. v. White Tire Co., 231 S.C. 84, 95, 97 S.E.2d 403, 408–409 (1956); (2) **B.** the June 2022 eviction terminated the lease, negating future rent obligations, under Simon v. Kirkpatrick, 141 S.C. 251, 139 S.E. 614 (1927); and (3) **C.** the \$1,300 award constitutes double recovery, as re-rental proceeds and repair

damages exceed the lease obligation, violating *Collins Entertainment Corp. v. Coats & Coats Rental Amusements*, 355 S.C. 125, 584 S.E.2d 120 (Ct. App. 2003), and S.C. Code Ann. §§ 27-40-30, 27-40-50 (2024).

1. Full Mitigation Under *U.S. Rubber*. **A. Full Mitigation Under *U.S. Rubber*.**
2. Lease Termination Under *Simon v. Kirkpatrick*. **B. Lease Termination Under *Simon v. Kirkpatrick*.**
3. Double Recovery Violates *Collins Entertainment* and §§ 27-40-30, 27-40-50. **C. Double Recovery Violates *Collins Entertainment* and §§ 27-40-30, 27-40-50.**

Page 16: Argument (Rent Award, Double Recovery)

...as the Respondent was compensated for July rental, awarding the \$1,300.00 violated the mitigation duty implicit in § 27-40-50. Even if July was un-rentable due to repairs, *U.S. Rubber*, 231 S.C. at 95, 97 S.E.2d at 408-409, and S.C. Code Ann. § 27-40-730(c) credit re-rental proceeds across the term, and \$730.72 covers July's use. The \$1,300 award violates *Collins Entertainment* and §§ 27-40-30, 27-40-50, and must be reversed.

Page 17: Argument (Rent Award, *Simon v. Kirkpatrick*)

139 S.E. at 618. [~~Corrected "absolves" to "tenants are not liable for" for clarity.~~] The landlord evicted Appellants' Appellants in June 2022,

Page 19: Statement of Facts (AC/Heater Unit)

Respondent Katy Seabrook, the property manager, claimed two Koldfront AC/heater units (model WAC8001W) (Respondent Check Exhibit 2; p. 4) in the rental property were damaged and required replacement, seeking \$991.44 for both units (Tr. 9:5–12 Tr.

10:5–12).Page 23: Argument (AC/Heater Unit)

The Respondent sought \$495.72 for one **each** unit but provided only an advertisement, not a receipt, to substantiate costs (Tr. 10:5–12; 13:22–24) S.C. Code Ann. § 27-40-

710(c); S.C. Code Ann. § 27-40-750; S.C. Code Ann. § 27-40-50(a).

Page 31: Argument (Painting and Cleaning, Normal Wear and Tear)

The Trial Court erred in awarding Respondent \$1,500 for painting and \$300 for cleaning, as substantial evidence shows the apartment's deteriorated condition—mold, warped walls, dirt, and un-cleaned AC units—pre-existed Appellant's **Appellants'** tenancy and was not caused by tenant damage, violating S.C. Code Ann. § 27-40-410(a)...

Page 35: Argument (Painting and Cleaning, Non-Itemized Awards)

Header

III. Non-Itemized and Undisclosed Awards Lack Credible Evidence and Prejudiced the Appellant Appellants

The Trial Court erred in awarding Respondent \$1,500 for painting and \$300 for cleaning, as both awards rely on non-itemized invoices not disclosed until trial, lack credible evidence, include un-awarded and double-billed charges, and prejudiced Appellant **Appellants**, violating S.C. Code Ann. § 27-40-410(a) and (b).Page 38:

Conclusion (Painting and Cleaning)

Appellant Appellants respectfully requests request that this Court reverse the Trial Court's awards of \$1,500 for painting and \$300 for cleaning, as the Trial Court abused its discretion by attributing pre-existing conditions, normal wear and tear, and non-itemized charges to Appellant **Appellants**, violating S.C. Code Ann. §§ 27-40-410(a) and (b)...

Page 39: Conclusion (Security Deposit)

Appellant **Appellants** further requests request an award of triple the withheld security deposit under S.C. Code Ann. § 27-40-410(b) for Respondent's failure to provide itemized notice within thirty days, as Respondent's uncorroborated claims of cat urine odor and excessive filth are contradicted by three witnesses (Tr. 39:11–18; 61:9–11; 69:4–12).