The STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY

Honorable David P. Caraker Jr., Circuit Court Judge

Case No. 2025-000445

Sam Investment Properties LLC.,

n/k/a Archangel Investments LLC., Respondent,

v.

Stephanie Hatton and Brandon Deubell, Appellants'

AMENDED INITIAL BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

I. Rent ($1,300 Award)

- Did the Circuit Court err in awarding $1,300 for July 2022 rent when Appellants' vacated by July 3, 2022, before any default, terminating the lease?
- Did the Circuit Court err in awarding $1,300 for July 2022 rent when the June 2022 eviction, with paid June rent, rendered July non-payment impossible?
- Did the Circuit Court err in awarding $1,300 for July 2022 rent when re-rental proceeds and repair damages fully mitigated losses, and the award duplicates recovery?
- Did the Circuit Court err in awarding $1,300 for July 2022 rent when the landlord's discretionary June 2022 eviction absolved Appellants' of future rent obligations?

II. AC/Heater Unit ($495.72 Award)

- Did the Circuit Court err in awarding Respondent $495.72 for the replacement of one Koldfront AC/heater unit when the Respondent's witness provided inconsistent and unreliable testimony about the unit's condition, contradicted by a photo showing only normal wear and tear?
- Did the Circuit Court err in relying on the Respondent's witness testimony over objective photographic evidence that demonstrated the AC/heater unit exhibited only minor cosmetic wear, consistent with normal wear and tear, and not functional defects?
- Did the Circuit Court err in finding that one AC/heater unit's temperature could not be adjusted when both parties agreed the unit was functional and the Respondent's witness conceded that only one button "didn't work properly," without evidence of impaired temperature adjustment?

- Did the Circuit Court err in holding the Appellants' liable for replacement costs of the AC/heater unit, which was essential to habitability due to the Respondent's refusal to repair the central HVAC system, in violation of the South Carolina Residential Landlord and Tenant Act?
- Did the Circuit Court err in awarding damages based on an advertisement estimate without a receipt or canceled check to substantiate actual replacement costs, contrary to South Carolina law requiring proof of damages with reasonable certainty?
- Were the Circuit Court's findings clearly erroneous and unsupported by any evidence, warranting reversal, when the record shows the AC/heater unit was functional, exhibited normal wear and tear, and the Respondent failed to prove actual damages or comply with its statutory obligations?

III. Painting and Cleaning ($1,800 Award)

- 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 Appellants' tenancy and was not caused by tenant damage, violating S.C. Code Ann. § 27-40-410(a)?
- Did the Circuit Court err in awarding Respondent $1,500 for painting and $300 for cleaning based on Respondent's uncorroborated claim of cat urine odor, when three credible witnesses testified to the apartment's clean condition and absence of odor, violating S.C. Code Ann. § 27-40-410(a)?
- 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 Appellants', violating S.C. Code Ann. § 27-40-410(a) (b)?

- Did the Circuit Court err in awarding Respondent $1,500 for painting when Respondent's failure to maintain the HVAC system under S.C. Code Ann. § 27-40-440(a)(4) and the lease agreement contributed to the alleged odor, negating tenant liability under S.C. Code Ann. § 27-40-410(a)?

STATEMENT OF THE CASE

This appeal arises from a debt collection action following the eviction of Appellants' Stephanie Hatton and Brandon Deubell from a rental property owned by Respondent Sam Investment Properties, LLC, n/k/a Archangel Investments, LLC. The action commenced on December 20, 2022, in the Horry County Court of Common Pleas, Case No. 2022-CP-26-08003 (Respondent Original Complaint), seeking unpaid rent, property damages, following Appellants' eviction from a rental property in North Myrtle Beach, South Carolina. Appellants' denied liability, filing their answer to complaint, January 19, 2023, (Appellant Answer to Complaint) . Respondent then filed a "Reply to the counter claim" filed on February 15, 2023 (Respondent Reply to Counterclaim), denying allegations and denying in part and admitted in part to the answer to complaint.

Following a bench trial on January 27, 2025 (Final Verdict), the court awarded Respondent $2,030.72, in damages after security deposits, (including $1,300 for July 2022 rent, $495.72 for one AC/heater unit, and $1,500 for painting plus $300 for cleaning), and $7,050 in attorney's fees. The case was decided by the Honorable David Caraker. Appellants' appeal the $1,300 rent award, $495.72 AC/heater award, the $1,500 painting award, and $300.00 cleaning award, arguing the awards are clearly erroneous, unsupported by evidence, and violate the SRLTA. The appeal is from the final judgment issued on February 4, 2025. The notice of appeal

was served on March 4, 2025 (Notice of Appeal). There have been no changes to the parties by death, substitution, or otherwise.

STANDARD OF REVIEW

In an action at law tried without a jury, this Court reviews the trial court's factual findings for clear error, upholding them if supported by any evidence. Townes Assocs., Ltd. v. City of Greenville, 266 S.C. 81, 85–86, 221 S.E.2d 773, 775 (1976). The appellant bears the burden of demonstrating that the findings lack evidentiary support. Id. at 87, 221 S.E.2d at 776. Questions of law, including statutory interpretation and the application of legal principles, are reviewed de novo, with no deference to the circuit court's conclusions. Elder v. Gaffney Ledger, 341 S.C. 108, 113, 533 S.E.2d 899, 901 (2000). Evidentiary rulings, including the admission of invoices and receipts, are reviewed for abuse of discretion, reversing only if the trial court's decision was unsupported by evidence or controlled by an error of law. Austin v. Stokes-Craven Holding Corp., 387 S.C. 22, 691 S.E.2d 135 (2010).

I. Rent ($1,300 Award)

STATEMENT OF FACTS

Appellants' entered a residential lease agreement with the Respondent for a property in Horry County, South Carolina, effective April 1, 2020, to March 21, 2021, at $1,050 per month, subsequently renewing the lease agreement on April 1, 2021, to March 31, 2022, at $1,100 per month, and finally, renewed it again on April 1, 2022, to March 31, 2023, at $1,300 per month with rent due on the first day of each month and payments postmarked by the fifth day to avoid default, per the lease and addendum (Lease Exhibit 1; p. 1, Addendum; pp. 9-10). Appellants' paid rent for April through June 2022, totaling $3,900 (Tr. 7:11–14). The lease is governed by

the South Carolina Residential Landlord and Tenant Act (SCRLTA) (Lease Exhibit 1; p. 1: Para. 1), requiring a five-day notice for non-payment, making July rent not late until around July 6, 2022 (S.C. Code Ann. § 27-40-710(B) (2024)). Magistrate Court closures around the July 4, 2022 holiday, (July 1st a Friday with July 4th being a Monday), likely restricted non-payment trials from July 1–5, 2022, as the Fifteenth Circuit and Family Court were closed on July 4th (South Carolina Judicial Branch, Terms of Court, Calendar). A receipt shows work on or before July 5th, thus supporting a trial before July (Respondent Check Exhibit 2; p. 5, Check 1137). In June 2022, the Respondent initiated eviction proceedings, and Appellants' vacated the property by July 3, 2022, within the five-day post-eviction period, as testified by the Respondent's property manager, Seabrook, who noted vacating on the "third day" of the writ (Tr. 7:3–7). Seabrook's testimony lacked specific dates, vaguely referencing "July," rendering her claim of July rent non-payment irrelevant, as July rent was not due until July 1 and not late until around July 6. Stephanie, an appellant, testified to vacating by 4:58 p.m. on the Court-ordered deadline, leaving the key and cleaning the apartment, with Seabrook texting at 8:00 p.m. to confirm key location (Tr. 69:4–20). James Hatton corroborated the July 3, 2022, move-out, noting screens were intact when they left (Tr. 35:9-11). A repair receipt dated July 5, 2022, indicates the Respondent began repairs after Appellants' vacating (Respondent Check Exhibit; p. 5, Check 1137), and Seabrook testified repairs followed a vacating period because "we can't repair while damage is being done" (Tr. 22:23-24). The Respondent sought damages for 27 items listed on an invoice (Invoice Exhibit 3; p. 1-3, (27 Items)), and the circuit court awarded damages for 11 items, totaling $2,030.72 (Final Verdict; p. 4-5). The Respondent produced an unsigned vacate or show cause document, lacking a specific date (Lease Exhibit 1; p. 12), and an unsigned, undated writ of ejectment in Lease Exhibits, introduced as containing only the lease and addendums

(Lease Exhibit 1; pp. 12-14). These forms, citing $1,300 unpaid rent and lease violations (e.g., excess pets), were undisclosed during testimony and lack legal weight. The lease had nine months remaining from July 2022 to March 2023, totaling $11,700 in rent obligation (Tr. 7:11-13; 10:22-23). The Respondent re-rented the property from August 1, 2022, at $1,500 per month for eight months, generating $12,000 (Tr. 16:2-11; 19:15-16) James Hatton testified seeing furniture and people on the porch on July 7, 2022, (Tr. 45:24-25; 46:1-5) suggesting earlier re-rental or preparation, with Respondent's counsel, Anderson, questioning if it could be repairmen or neighbors, which Hatton rejected, opining the Respondent was "utilizing the apartment and still trying to charge rent" (Tr. 48:1-25; 49:1-25). No re-rental expenses, such as advertising or broker fees, were claimed. The Circuit Court awarded the Respondent $2,030.72, comprising $1,300 for July 2022 rent, finding non-payment in July 2022, and $730.72 for physical damages (Final Verdict; pp. 4-5). Appellants' appeal, arguing the lease terminated upon eviction, re-rental proceeds and repair damages mitigated all losses, Seabrook's non-payment claim is irrelevant, and the July rent award duplicates recovery.

ARGUMENTS

I. The Circuit Court Erred in Awarding $1,300 for July 2022 Rent, as Appellants' Vacated by July 3, 2022, Before Any Default, Terminating the Lease.

The Circuit Court's $1,300 award for July 2022 rent non-payment, based solely on Seabrook's testimony, is erroneous, as Appellants' vacated by July 3, 2022, before any default on July rent, terminating the lease and any rent obligation. Seabrook testified Appellants' vacated by the "third day" of a five-day post-eviction period (Tr. 7:2-5), vaguely referencing "July" without a specific eviction hearing date. Her claim of July rent non-payment is irrelevant, as July rent

was due July 1, 2022, per lease Paragraph 5, with payment postmarked by July 5 to avoid default, and not late until after a five-day notice period (around July 6), per S.C. Code Ann. § 27-40-710(B) (2024). Stephanie Hatton confirmed vacating by 4:58 p.m. on the court-ordered deadline, cleaning the apartment and leaving the key, with Seabrook texting at 8:00 p.m. to confirm (Tr. 69:4-20). James Hatton corroborated the July 3 move-out, noting intact screens (Tr. 35: 9-11). A July 5 repair receipt (Respondent Check Exhibit 2; p. 5, Check 1137) and Seabrook's testimony that repairs followed vacating (Tr. 22:23-24) align with a June 2022 trial, as a five-day writ ending July 5 per S.C. Code Ann. § 27-37-100 (2024) implies issuance around June 30, requiring a trial by June 27–29. Magistrate court closures around the July 4, 2022, holiday (July 1 a Friday, July 4 a Monday) likely restricted non-payment trials from July 1–5, 2022, making a July trial implausible. The Respondent's unsigned, undated vacate or show cause order and writ of ejectment, included in Exhibit 1 without disclosure as lease documents (Lease Exhibit 1; pp. 12-14), cite $1,300 unpaid rent and lease violations but lack authentication under S.C. Code Ann. § 27-40-710 and § 27-37-100 (2024), failing to establish an eviction timeline. With rent due July 1 and not late until around July 6, vacation by July 3 ended the tenancy before non-payment could occur. In Simon v. Kirkpatrick, 141 S.C. 251, 260–263, 139 S.E. 614, 618–619 (1927), the South Carolina Supreme Court held that eviction terminates a lease, limiting recovery to pre-termination rent or actual damages. Appellants' paid April–June rent (Tr. 7:11-13), owing no pre-termination rent. Seabrook's vague and irrelevant testimony, the invalid forms, and court closures are outweighed by evidence of a June trial and vacation by July 3. The Circuit Court's finding of a July 2022 eviction for non-payment (Final Verdict; p. 2: Para. 2) is clearly erroneous, as the lease terminated by July 3, precluding any July rent obligation.

II. The Circuit Court Erred in Awarding $1,300 for July 2022 Rent, as the June 2022 Eviction Was Not for Non-Payment, Rendering July Non-Payment Impossible.

The Circuit Court erred in awarding $1,300 for July 2022 rent, as the eviction occurred in June 2022, not for non-payment, rendering a July non-payment claim impossible. Seabrook testified Appellants' vacated by July 3, 2022, within five days post-eviction (Tr. 6:18-25; 7:1-7), but offered no precise eviction date, vaguely stating "July." Her claim of July rent non-payment is irrelevant, as July rent was due July 1, 2022, per lease Paragraph 5, with payment postmarked by July 5, and not late until around July 6, after a five-day notice (S.C. Code Ann. § 27-40-710(B) (2024)). Appellant Stephanie Hatton's testimony of vacating by 4:58 p.m. on the court-ordered deadline (Tr. 69:4-20), and James Hatton's corroboration of the July 3 move-out (Tr. 35: 9-11) support a June trial, as a five-day writ ending July 5 per S.C. Code Ann. § 27-37-100 (2024) implies issuance around June 30. Court closures around the July 4, 2022 holiday, July 1st a Friday and July 4th a Monday, likely restricted non-payment trials from July 1–5, 2022, making a July trial impossible. Respondent's counsel, Anderson, questioned Hatton about July 7, 2022, stating, "after your daughter was evicted from the apartment, you said you went by the apartment the following week," (Tr. 48:12-23) with Hatton noting furniture and people, rejecting repairmen or neighbors and opining the Respondent was "utilizing the apartment and still trying to charge rent" (Tr. 48:24-25; 49:1-11). This suggests a June trial, as the landlord regained possession by July 7, consistent with a June 30 writ.

The Respondent's unsigned, undated vacate or show cause order, included in Exhibit 1 without testimony disclosure (Lease Exhibit 1; p. 12), lacks the signature and date required by S.C. Code Ann. § 27-37-20 (2024) for issuance of a valid ejectment order, rendering it inadmissible for lack of authentication (S.C. R. Evid. 901). The unsigned, undated writ of

ejectment fails to meet the signature and date requirements of S.C. Code Ann. § 27-37-100 (2024), providing no evidence of a July 2022 eviction (Lease Exhibit 1; pp. 13-14). A July 5 repair receipt (Respondent Check Exhibit 2; p. 5, Check 1137) and Seabrook's testimony that repairs followed vacation (Tr. 22:23-24) further imply a late June eviction. Seabrook confirmed June rent was paid (Tr. 7:11-14), so the eviction was not for non-payment, but for other reasons. In Simon v. Kirkpatrick, 141 S.C. 251, 260–263, 139 S.E. 614, 618–619 (1927), eviction terminates the lease, limiting recovery to pre-termination amounts. With June rent paid (Tr. 7:11-12) and vacation by July 3 (Tr. 7:4-5), no July rent obligation arose. The Circuit Court's finding of a July 2022 eviction for non-payment (Final Verdict; p. 2: Para. 2)) is clearly erroneous, as Seabrook's irrelevant testimony, Anderson's questioning, court closures, and invalid forms support a June 2022 eviction with paid June rent, making July non-payment impossible.

III. Even if the lease was not terminated in June, the $1,300 award is erroneous, as re-rental proceeds fully mitigated all rent losses after eviction, and the award results in impermissible double recovery.

The Circuit Court erred in awarding $1,300 for July 2022 rent, as (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); (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 (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).

A. Full Mitigation Under U.S. Rubber.

The lease dated April 2022 to March 31, 2023 at $1,300/month (Lease Exhibit 1; p. 1: Para. 6) had nine months remaining post-eviction for July 2022–March 2023, totaling $11,700, ($1,300 × 9) (Tr. 7:11–13). The Respondent re-rented the property from August 1, 2022, at $1,500/month for eight months, generating $12,000 (Tr. 19:16). James Hatton testified to furniture and people on the porch on July 7, 2022, suggesting re-rental preparation, rejecting Respondent's counsel Anderson's suggestion of repairmen or neighbors and opining the Respondent was "utilizing the apartment and still trying to charge rent" (Tr. 48:12-25; 49:1-6). In U.S. Rubber Co., the Supreme Court held that a landlord's damages are the difference between remaining rent ($11,700) and re-rental proceeds ($12,000), plus reasonable expenses. 231 S.C. at 95, 97 S.E.2d at 408-409. The Respondent was awarded $2,030.72 for 11 of the 27 claimed invoice items, one being rent for $1,300.00 (Invoice Exhibit 3; pp. 1-3; Final Verdict; pp. 4-5). The $12,000 proceeds exceed the $11,700 obligation by $300, negating all rent damages, including for July, regardless of repair work, as U.S. Rubber credits re-rental across the lease term. S.C. Code Ann. § 27-40-730(c) (2024) mandates crediting re-rental proceeds against tenant liability. The Respondent presented no evidence of re-rental expenses, and the $12,000 re-rental proceeds fully mitigate the $11,700 lease obligation, including July 2022 rent, rendering the $1,300 rent award duplicative.

B. Lease Termination Under Simon v. Kirkpatrick.

The June 2022 eviction terminated the lease, negating July rent obligations. In Simon v. Kirkpatrick, the Supreme Court held that a landlord's eviction terminates the lease, limiting recovery to pre-termination rent or actual damages, stating, "After the termination of the lease by

the landlord, the tenant's obligation for rent ceases." 141 S.C. at 260, 139 S.E. at 618. Appellants' vacated by July 3, 2022, before July rent default (Lease due July 1, late ~July 6; Lease Exhibit 1, p. 1, Para. 6), as testified by Seabrook (Tr. 6:21-25; 7:1-5), Appellant Stephanie Hatton, and James Hatton (Tr. 33:25; 34:1-9; 35:9-11). The Respondent's unsigned vacate order and writ lack legal weight under S.C. Code Ann. § 27-37-100 (2024) (Lease Exhibit 1; pp. 12-14). Court closures around July 4, 2022, confirm a June trial. June rent was paid ($3,900, Tr. 7:11-14), owing no pre-termination rent. The circuit court's July non-payment finding (Final Verdict; p. 2: Para. 2) is clearly erroneous, as the lease ended in June, per Simon, 141 S.C. at 260–263, 139 S.E. at 618–619.

C. Double Recovery Violates Collins Entertainment and §§ 27-40-30, 27-40-50.

The $1,300 July rent award constitutes double recovery, as re-rental proceeds fully compensated the Respondent, violating Collins Entertainment Corp. v. Coats & Coats Rental Amusements, 355 S.C. 125, 137, 584 S.E.2d 120, 126 (Ct. App. 2003), and S.C. Code Ann. §§ 27-40-30, 27-40-50 (2024). Collins Entertainment held that a party "cannot collect double recovery … for actual damages which are coextensive." § 27-40-50(a) limits remedies to "actual damages," and § 27-40-30 bars unjust enrichment. The Respondent re-rented for $12,000, exceeding the $11,700 obligation by $300 (Tr. 46:11-20), and received $730.72 damages (Final Verdict; pp. 4-5 (11 Items)). James Hatton's testimony of July 7 activity suggests possession for re-rental or use (Tr. 45:17-25; 46:1-5). Adding $1,300 rent creates a $1,600 windfall,

Re rental $12,000

Minus

Remainder of lease, July included $11,700

Profit $300.00

Plus

Award July, again ..... $1300.00 Double Recovery

Total windfall $1,600

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 covers July's use. The $1,300 award violates Collins Entertainment and §§ 27-40-30, 27-40-50, and must be reversed.

D. Circuit Court's Error.

The Circuit Court's $1,300 award (Final Verdict; p. 5) ignored mitigation (U.S. Rubber, 231 S.C. at 95, 97 S.E.2d at 408-409), termination (Simon, 141 S.C. at 260–263, 139 S.E. at 618–619), and double recovery (Collins Entertainment, 355 S.C. at 137, 584 S.E.2d at 126; §§ 27-40-30, 27-40-50). Seabrook's vague testimony, invalid forms (Lease Exhibit 1; pp. 12-13), and court closures, July 4th, fail to prove a July eviction. Anderson's questioning and James Hatton's testimony of July 7 activity (Tr. 45:17-25; 46:1-5) support a June eviction and early mitigation. The Respondent re-rented for $12,000 and received rent for any repair work in July (Final Verdict; pp. 4-5), nullifying July rent liability. The $1,300 award is clearly erroneous.

IV. The Circuit Court Erred in Awarding $1,300 for July 2022 Rent, as the Landlord's Discretionary Termination in June 2022 Absolved Appellants' of Future Rent Obligations,

and Double Recovery Bars Recovery.

The Circuit Court erroneously awarded $1,300 for July 2022 rent because the landlord's discretionary termination in June 2022 ended Appellants' future rent obligations, and the $1,300 award duplicates recovery given re-rental proceeds and repair damages. The lease allows discretionary termination: "If Tenant does not pay rent within five days of the due date, Landlord can start to have Tenant evicted and may terminate the Rental Agreement" (Lease Exhibit 1; p. 1: Para. 6), and for noncompliance, "the Landlord may terminate the rental agreement" after notice (Lease Exhibit 1; p. 5: Para. 23), without a post-termination damages clause. In Simon v. Kirkpatrick, 141 S.C. 251, 260–263, 139 S.E. 614, 618–619 (1927), the Supreme Court held that discretionary termination absolves tenants and are not liable for future rent, stating, "After the termination of the lease by the landlord, the tenant's obligation for rent ceases," 141 S.C. at 260, 139 S.E. at 618. The landlord evicted Appellants in June 2022, before July rent was due (July 1, late ~July 6), as evidenced by vacation by July 3, 2022 (Seabrook Test., Tr. 6:18-25; 7:1-7; James Hatton Tr. 35:10-11) (Tr. 45:17-25), and a June trial implied by court closures. S.C. Code Ann. § 27-40-710(B) (2024) permits termination for nonpayment after notice, but premature eviction ended the tenancy, per Simon and S.C. Code Ann. § 27-40-750 (2024). June rent was paid (Tr. 7:11-13).

The landlord could have issued a 14-day notice to remedy violations (e.g., pets, Lease Exhibit 1; p. 5, Para. 23; p. 6, Para. 28) or sued for one month's rent ($1,300) under Lease Paragraph 23 and S.C. Code Ann. § 27-40-710(A), (C) (2024), preserving the lease. S.C. Code Ann. § 27-40-410 (2024) limits recovery to accrued rent post-termination, not future rent after possession is regained (Tr. 7:1-5; 35:9-11). The Respondent re-rented for $12,000, exceeding the $11,700 obligation (Tr. 16:5-11), and received $2030.72 for 11 repair damages including rent for one

month of $1,300.00 (Final Verdict; pp. 4-5 (11 Items)) James Hatton's July 7 activity testimony suggests early mitigation (Tr. 45:17-25; 46:1-5). U.S. Rubber Co. v. White Tire Co., 231 S.C. 84, 95, 97 S.E.2d 403, 408-409 (1956), and S.C. Code Ann. § 27-40-730(c) credit re-rental proceeds across the term, negating rent damages regardless of July repairs. The $1,300 award duplicates recovery, as re-rental and repair damages compensate the Respondent, violating Collins Entertainment Corp. v. Coats & Coats Rental Amusements, 355 S.C. 125, 137, 584 S.E.2d 120, 126 (Ct. App. 2003), and S.C. Code Ann. §§ 27-40-30, 27-40-50 (2024). The Circuit Court's award (Final Verdict; p. 2: Para. 2) is clearly erroneous.

CONCLUSION

The Circuit Court erred in awarding $1,300 for July 2022 rent, based on Seabrook's vague testimony mischaracterizing a July 2022 eviction (Final Verdict; p. 2: Para.2). Appellants' vacated by July 3, 2022, after a June eviction, terminating the lease before July rent default (due July 1, late ~July 6), per Simon v. Kirkpatrick, 141 S.C. 251, 260–263, 139 S.E. 614, 618–619 (1927) (Points I–II, IV). Court closures, testimony of July 3 move-out (Tr. 6:18-25; 7:1-7; 35:10–11), and Anderson's questioning confirming possession by July 7 (Tr. 48:12–25; 49:1-6) prove a June eviction. Seabrook's testimony and unsigned forms fail to prove a July eviction (Lease Exhibit 1; pp. 12-13). Re-rental proceeds of $12,000 fully mitigated the $11,700 obligation, July included, and the $1,300 award duplicates recovery, violating U.S. Rubber Co. v. White Tire Co., 231 S.C. 84, 95, 97 S.E.2d 403, 408-409(1956), Collins Entertainment Corp. v. Coats & Coats Rental Amusements, 355 S.C. 125, 137, 584 S.E.2d 120, 126 (Ct. App. 2003).

II. AC/Heater Unit ($495.72 Award)

STATEMENT OF FACTS

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. 10:5–12). Respondent presented an advertisement, not a receipt, showing the units' cost, which Seabrook admitted was "not a canceled check, just how much the ac's cost us" (Tr. 13:22–24; Respondent's Check Exhibit 2, p. 4). Appellant Pro Se Stephanie Hatton testified that the units were functional, exhibiting only "wear and tear on the front" (Tr. 14:11–14), and questioned the lack of a receipt (Tr. 14:11–12).

Seabrook testified that both units had "broken screens" and "buttons you couldn't push in all the way," but conceded they were still cooling and heating (Tr. 21:11–20; 22:7). Her testimony was inconsistent, varying from claiming multiple broken buttons and screens to admitting, after viewing a photograph (Respondent Check Exhibit 2; p. 10), that only one unit had a cracked screen (broken) and the power button was broken on the other, but it still worked and said the button to put the temperature down was broken and did not work" (Tr. 24:23–25; Tr. 25:1-4). She could not specify which buttons or unit was damaged (Tr. 24:5–9). Appellant Pro Se Stephanie Hatton then question Respondent Seabrook as to her meaning of broken as if it was broken and didn't work or broken in that it wasn't visually appealing. Respondent witness stated it was broken (Tr. 25:5-8). After Appellant offered to present a video to demonstrate the units' condition, Respondent witness Katy Seabrook stated the units were still functioning, but couldn't rent with broken screens (Tr. 25:12-15) After Appellant Pro se Stephanie Hatton reminded her that she just said that some buttons were not working, Respondent witness admitted that only one

button "didn't work properly," undermining her earlier claims of extensive damage and broken buttons (Tr. 24:23–25; Tr. 25:12–19). The video was not shown at trial, but Seabrook's subsequent testimony clarified that the units' defects were primarily cosmetic, not functional (Tr. 25:12–19).

Both parties agreed the units were functional (Tr. 14:13–14; 22:7). Respondent witness Katy Seabrook emphasized aesthetic concerns, stating she could not rent the apartment with "broken screens" (Tr. 21:8–20; 25:13–15). Appellant Pro Se Stephanie Hatton testified that the units were essential because the central HVAC system was non-functional, and the Respondent refused to repair it, citing costs (Tr. 75:1–6). Appellant Pro se Stephanie Hatton also noted the units were unclean with black dog hair when she moved in (Tr. 68:17–20).

The Circuit Court awarded $495.72 (Final Verdict; p. 5) for one unit, finding some buttons were "non-functional" and that the temperature could not be adjusted, relying on Seabrook's testimony that the unit was "unsightly" and unfit for re-rental (Final Verdict; p. 2: Para. 2). No receipt substantiated the replacement costs (Tr. 14:11–12). Photographic evidence showed minor cosmetic wear (Tr. 24:17–25; Respondent's Check Exhibit 2; p. 10]). The units were essential due to Respondent's refusal to repair the central HVAC system (Tr. 75:1–6).

ARGUMENT

I. The Circuit Court Erred in Relying on Inconsistent and Unreliable Testimony

The Circuit Court's award of $495.72 was based on the inconsistent testimony of Respondent's witness, Katy Seabrook. S.C. Code Ann. § 27-40-510(a)(5)–(6). Seabrook initially claimed the AC/heater unit had "broken screens" and multiple buttons that "you couldn't push in all the way" (Tr. 21:11–20), but later admitted, after viewing evidence, that only one button

"didn't work properly" and the unit was functional (Tr. 25:12–19) S.C. Code Ann. § 27-40-510(a)(5). Her shifting narrative renders her testimony unreliable, as tenants are not liable for normal wear and tear S.C. Code Ann. § 27-40-510(a)(6). The Circuit Court's reliance on Seabrook's vague account lacks evidentiary support for tenant liability S.C. Code Ann. § 27-40-410(a); S.C. Code Ann. § 27-40-710(c).

II. The Circuit Court Erred in Relying on Testimony Over Photographic Evidence

The photographic evidence presented by Appellant Pro Se Stephanie Hatton was the same the Respondent entered into evidence, (Respondent's Check Exhibit 2; p. 10) that showed a cracked screen over a timer button exposing the button, and a power button with a hairline fracture forming, both consistent with normal wear and tear from pressing them, the other unit only minor cosmetic wear, such as discoloration of a small screen, consistent with normal wear and tear (Tr. 24:17–25) S.C. Code Ann. § 27-40-510(a)(6). This contradicts Seabrook's initial claims of multiple broken screens (Tr. 23:22–25; 24:1–3) S.C. Code Ann. § 27-40-510(a)(5). Seabrook conceded after viewing the photo that only one unit had a cracked screen and one button wasn't working properly (Tr. 25:12–19) S.C. Code Ann. § 27-40-510(a)(5). The Circuit Court's finding of non-functional buttons (Final Verdict; p. 2) ignores this evidence, which prevails over inconsistent testimony S.C. Code Ann. § 27-40-410(a). No evidence supports the finding of non-functionality requiring replacement S.C. Code Ann. § 27-40-710(c).

III. The Circuit Court Erred in Finding Non-Adjustable Temperature

Both parties agreed the AC/heater unit was functional (Tr. 14:13–14; 22:7) S.C. Code Ann. § 27-40-510(a)(5). Seabrook admitted the unit cooled and heated, emphasizing only

aesthetic issues (Tr. 21:8–20; 25:13–15) S.C. Code Ann. § 27-40-510(a)(6). The Circuit Court's finding that the unit's temperature could not be adjusted (Final Verdict, pg. 2) lacks support, as Seabrook's final testimony was that one button "didn't work properly" (Tr. 25:12–19), with no evidence showing impaired temperature control S.C. Code Ann. § 27-40-510(a)(5). Tenants are not liable for normal wear and tear, and functionality satisfies habitability requirements S.C. Code Ann. § 27-40-510(a)(6). This finding is clearly erroneous, as no evidence supports liability S.C. Code Ann. § 27-40-410(a); S.C. Code Ann. § 27-40-710(c).

IV. The Circuit Court Erred in Holding Appellant Liable for Essential Units

The AC/heater unit was critical to habitability because the Respondent refused to repair the central HVAC system, citing costs (Tr. 75:1–6) S.C. Code Ann. § 27-40-440(a)(4)–(5); S.C. Code Ann. § 27-40-210(17); S.C. Code Ann. § 27-40-610(b); S.C. Code Ann. § 27-40-630(a). Hatton testified the unit was unclean with dog hair upon move-in (Tr. 68:17–20), indicating pre-existing wear S.C. Code Ann. § 27-40-510(a)(6). The SRLTA requires landlords to provide reasonable heat and maintain air conditioning appliances S.C. Code Ann. § 27-40-440(a)(4)(5); S.C. Code Ann. § 27-40-210(17). The Respondent's failure to repair the HVAC system constitutes noncompliance, entitling the tenant to a defense against liability S.C. Code Ann. § 27-40-610(b); S.C. Code Ann. § 27-40-630(a). Holding the Appellant liable for cosmetic wear on an essential unit due to landlord neglect violates the Act S.C. Code Ann. § 27-40-440(a)(5); S.C. Code Ann. § 27-40-610(b); S.C. Code Ann. § 27-40-630(a). The Circuit Court's application of the SRLTA was erroneous, warranting de novo reversal S.C. Code Ann. § 27-40-440(a)(5).

V. The Circuit Court Erred in Awarding Unsubstantiated Damages

The Respondent sought $495.72 for 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). Seabrook admitted it was an "estimate" (Tr. 13:22–24) S.C. Code Ann. § 27-40-710(c). The landlord failed to mitigate damages by repairing the functional unit rather than replacing it (Tr. 14:13–14; 22:7) S.C. Code Ann. § 27-40-50(a). The SRLTA requires proof of actual damages for tenant noncompliance or post-termination claims S.C. Code Ann. § 27-40-410(a); S.C. Code Ann. § 27-40-710(c); S.C. Code Ann. § 27-40-750. The Circuit Court's award based on an unverified estimate is speculative and lacks evidentiary support S.C. Code Ann. § 27-40-50(a). Whisenant v. James Island Corp., 277 S.C. 10, 13, 281 S.E.2d 794, 796 (1981).

VI. The Circuit Court's Findings Were Clearly Erroneous

The Circuit Court's findings—that buttons were "non-functional" and the unit's temperature could not be adjusted—lack any evidentiary support (Final Verdict; p. 2) S.C. Code Ann. § 27-40-510(a)(5)–(6); S.C. Code Ann. § 27-40-410(a). The photographic evidence shows minor wear (Tr. 24:17-25 ; Respondent's Check Exhibit 2; p. 10) S.C. Code Ann. § 27-40-510(a)(6), both parties confirmed functionality (Tr. 14:13–14; 22:7) S.C. Code Ann. § 27-40-510(a)(5), and Seabrook's testimony was unreliable (Tr. 25:12–19). The Circuit Court ignored the Respondent's HVAC neglect S.C. Code Ann. § 27-40-440(a)(4)–(5); S.C. Code Ann. § 27-40-610(b); S.C. Code Ann. § 27-40-630(a), the lack of proof of actual damages S.C. Code Ann. § 27-40-710(c); S.C. Code Ann. § 27-40-750; S.C. Code Ann. § 27-40-50(a), and the tenant's

compliance with the SRLTA S.C. Code Ann. § 27-40-510(a)(5). These errors warrant reversal S.C. Code Ann. § 27-40-410(a).

CONCLUSION

The Circuit Court's award of $495.72 to the Respondent is unsupported by evidence and misapplies the South Carolina Residential Landlord and Tenant Act S.C. Code Ann. § 27-40-50(a); S.C. Code Ann. § 27-40-210(17); S.C. Code Ann. § 27-40-410(a); S.C. Code Ann. § 27-40-440(a)(4)–(5); S.C. Code Ann. § 27-40-510(a)(5)–(6); S.C. Code Ann. § 27-40-610(b); S.C. Code Ann. § 27-40-630(a); S.C. Code Ann. § 27-40-710(c); S.C. Code Ann. § 27-40-750. The AC/heater unit was functional and exhibited normal wear and tear, was essential due to the landlord's neglect of the central HVAC system, and the Respondent failed to substantiate damages. The circuit court's findings violate the SRLTA and are clearly erroneous. Appellant respectfully requests this Court reverse the circuit court's judgment and vacate the award

III. Painting and Cleaning ($1,800 Award)

STATEMENT OF FACTS

The rental Agreement is governed by the South Carolina Residential Landlord Tenant Act SRLTA (Lease Exhibit 1; p. 1: Para. 1). Under questioning by Respondent attorney Jay Anderson, asks Respondent witness Katy Seabrook if a cleaning company came in. (Tr. 8:2-4) Respondent witness Katy Seabrook states, "Yes, Rhonda Hucks came in and it was $300.00 (Tr. 8: 7-8) In addition, she said that Rhonda Hucks did "a basic cleaning before people came in and did repairs" (Tr. 8:18-24) (Respondent Check Exhibit 2; p.1) and that they knew they would have her back to clean before they had another tenant after repairs (Tr. 8:24-25; 9:1-2) (Respondent

Check Exhibit 2; p. 3). The Respondent, through their witness Katy Seabrook, provided a $100.00 cash receipt July 16, 2022, was submitted for washing floors and walls to address cat pee odor (Respondent Check Exhibit; p. 2) and provided no photos with Seabrook as the only witness, while claiming $300.00 for cleaning (Tr. 8:7-8) (Invoice Exhibit 3; p. 1 (Item #2)). The invoice listed a $300.00 cleaning charge, but did not separately itemize washing walls and floors for cat odor, light cleaning, or complete cleaning, and offered no testimony, nor photos addressed to this specific task (Questioned by Respondent Lawyer Jay Anderson; Tr. 8:22-25; 9:1-12). Respondent lawyer, Jay Anderson, asked if she had canceled checks regarding cleaning "or what is your noting" (Tr. 9:6-7). Respondent witness, Katy Seabrook, answered that she had two canceled checks and a receipt for $100.00 cash (Tr. 9:8-10). Respondent presented three cleaning checks at trial, totaling $300, not disclosed to Appellant beforehand, prejudicing her defense (Respondent Check Exhibit; pp. 1–3: Tr. 15:14). She also stated that they hired Stephen Cramer and Andy Marshal to do repairs.(Tr. 9:13-23). A check dated July 14, 2022 to a Stephan Cramer for $1,445.00, plus a notation on the exhibit that stated plus $45.00 in cash, totaling $1,500.00, (Respondent Check Exhibit 2; p. 6), which was stated in the memo that it covered painting the apartment, repainting the front porch, polyurethaning the hallway floor, and miscellaneous items, but the Invoice only listed a $1,500.00 charge, for painting all walls, trims and ceilings (Invoice Exhibit 3; p. 2 (Item #24)). Another check, predating the July 20, 2022, invoice by 15 days, for $80 noted 'electrical and insulation,' but on the bottom of the copied check page notation by the plaintiff indicates it was for the invoice listed charges for a light globe and blinds, with mismatched descriptions suggesting after-the-fact justification (Respondent Check Exhibit 2; p. 5: Invoice Exhibit 3; p. 1 (Items 5–6)). Under questioning from Appellant Pro se Stephanie Hatton, she had asked, "that before she moved in, why wasn't work done like painting to upkeep

the property (Tr. 22:17-22). Respondent witness Katy Seabrook answers, “We can't do something before you move out while there is damage still being done" (Tr. 22: 23-24) and "as far as Kilz and paint, we had to do that because the unit smelled strongly of cat urine. With cat, in general, we have to repaint, and the Kilz kills that smell" (Tr. 22:25; 23:1-3). Seabrook offers no other witness except herself regarding the smell. The lease obligated the Respondent to maintain the HVAC system (Lease Exhibit 1; p. 3: Para. 13–14). James Hatton testified that photographs showed mold and warped walls, which he attributed to humidity caused by the nonfunctional HVAC system (Tr. 36:17–25; 37:9-25; 39:1-7; Appellant Exhibit 4; p. 3-5). Appellant Stephanie Hatton then asks "why the floors were not done if it from cat urine?" (Tr. 23:4-7) Respondent witness Katy Seabrook states that "the floors were done and you can’t paint the floor with Kilz" (Tr. 23:8-9). Again Appellant Pro Se Stephanie Hatton asks, "What was done with the floors?" (Tr. 23:10). Respondent witness Katy Seabrook states, “It was re-pollied. It was cleaned, sanded, and pollied, which takes care of the smell" (Tr. 23:11-13). Appellant Pro se Stephanie Hatton asks, "Why wasn’t that in the damages," to which Respondent witness Katy Seabrook replies, “It's included in the paint price that we paid for" (Tr. 23:13-15). Appellant Pro Se Stephanie Hatton pursues the line of questioning and asks why the floors were not itemized in the description and Respondent witness Katy Seabrook states,” If I described every single thing we did in a full description, you would have received a packet probably as thick as this” (Tr. 23:16-19). On redirect examination, Respondent attorney asks Respondent witness Katy Seabrook if she sent a list of deficiencies. The Respondent witness Katy Seabrook says, "Yes," (Tr. 32:3-7). Respondent Attorney Jay Anderson then asks Respondent witness Katy Seabrook, “And did it itemize the repairs and things?” The Respondents witness then affirms “Yes,” (Tr. 32:11-12). Witness further elaborates that, “Every tenant. Regardless if there is repairs or not, we

send them a security deposit invoice or security return, and an itemized list" (Tr. 32:17-19). Respondent Anderson then enters into evidence the next exhibit which is known as "Invoices" (Tr. 32:22-23). Inside this exhibits contain a 3 page invoice and various thumbnail photos. The 3 page invoice claims 27 numbered items, included is Number 24, "Kilz'd, sealed, and repainted all walls, trims, and ceilings complete due to harsh cat pee odor in apartment" for $1,500.00 and Number 25, "Scrapped, sanded, and repainted front porch due to tenants having it improperly painted (see attached pictures)" for $150.00 and Number 2, "Thoroughly cleaned apartment due to excessive filth (see attached pictures)," for $300.00, however, there are no photos for cat urine damages. In the 27 items nowhere is the sanding and painting the floor with polyurethane of the floor itemized nor included in the paint price (Invoice Exhibit 3; p. 1-3, Item #'s 2, 24, 25). Upon original questioning, Appellant Pro se Stephanie Hatton asks, "Who painted the porch before we moved out?" The Respondent witness states" Joan Brown" (Tr. 17:1-3). Upon further questioning by Appellant Pro Se Stephanie Hatton, Respondent witness Katy Seabrook states that Joan Brown was a employee of the management company from time to time when needed, the paint was used from an account for Benjamin Moore, and Joan Brown spoke to Joseph Sousa about painting the porch in addition claimed that Joan Brown wasn't authorized from the owner to do that job (Tr. 17:1-25; 18:1-18). The Judge found that Joan Brown was Appellant Stephanie Hatton's mother and an employee of the rental company, as well as the owner of the apartment was her previous boyfriend Jose (Final Verdict; p. 3: Para. 2) (Tr. 53:25; 54:1-2). In Joan Brown's testimony, Appellant witness Joan Brown states that the paint was from a Rapid Response Repair and Maintenance company Benjamin Moore account and Rapid Response and Repair was owned by Jose Sousa (Tr. 60:16-18), and said she was working under him during the painting (Tr. 61:7-9). The Judge said that, in Joan Browns testimony, she was the one that

painted the porch at the direction of the owner her boyfriend (Final Verdict; p. 3: Para. 2). No award was given to the plaintiff in the final verdict for the painting of the porch for $150.00 (Final Verdict; pp. 4-5: Invoice Exhibit 3; p. 3 (Item 25)). The Respondent initially claimed the Appellant painted it and sought reimbursement which was performed by Joan Brown, an employee of the management company, at the direction of the owner (Tr. 17:1–18; Final Verdict; p. 3: Para. 2) Appellant witness Joan Brown stated that, "I was a witness to the fact that the apartment was in good condition when she left" (Tr. 61:9-11). Appellant witness James Hatton questioned by Appellant Pro Se Stephanie Hatton states, "and when you look at the walls in the apartment, there was a ventilation problem (Tr. 36:17-18). When asked if the central AC was working, Appellant witness James Hatton said "No, it was not working. They had two AC units (Tr. 37:11-12). Appellant witness James Hatton further stated, "So you had an unequal amount of airflow, the ventilation. You won't have consistent temperature throughout the unit. That is where the condensation arose against the walls, especially against the walls. The paneling started warping in certain areas of the unit, especially in the bedroom, in the master bedroom" (Tr. 37:17-23). When asked by Appellant Pro Se Stephanie Hatton what the master bedroom looked like, appellant witness James Hatton then testified, "The paneling was warping and had stuff oozing out of the wall (Appellant Exhibit; p. 1, 3). Whether it is mold, I don't know. Doesn't matter. It was just the condition of it, and that is where the ventilation problem – where you see what happens when areas is not ventilating properly" (Tr. 37:24-25; 38:1-5). James Hatton testified he has 30 years of construction experience (Tr. 35:16-17) and attributed warped walls to humidity from the nonfunctional HVAC system, as shown in photographs (Appellant Exhibit 4; pp. 3-5). Appellant Pro Se Stephanie Hatton then showed photos and asked, "What was going on, What was the issue?" to which Appellant witness James Hatton then answered, "This is the

warping that I was talking about as far as the humidity goes. So the panels were warping off of the walls because of the moisture. I believe, in my opinion, that the Kilz wasn't used to cover cat urine, it was used to cover the wall" (Tr. 38:24-25; 39:1-7) (Appellant Exhibit 4; pp. 3-5) Appellant witness James Hatton then stated that, "I testified in my affidavit that I've had those cats for years, and not once did I ever have a cat urine problem, smell, in my house or anything else, and not in this apartment either. I never smelled it. You might get a cat urine smell from kitty litter box, and that's it. You change the kitty litter, and it is gone. But there was no urine smell when you left that apartment" (Tr. 39:11-18). Appellant witness James Hatton then testified marks on a cabinet was normal wear and tear not cat scratches, "No. These cabinets are wood. The apartment is really what we call a beach house. It is nice to have. People like to see pine and painted pine and glossed floors, because they get sand all over and whatnot. But these photos indicate that these doors were painted. These are not cat scratches and not damage done by the defendant. It is just normal wear and tear. They have to be painted every so often, and that is just a fact of life. So, no, it's painted. Like I said, they are not damaged. The defendant didn't abuse them. You can see the top marks, and they are throughout the whole apartment" (Tr. 41:17-25; 42:1-6) (Appellant Exhibit 4; pp. 1-2). Appellant witness then stated after being questioned about if there was wood deterioration on the porch stairs from Appellant Pro Se Stephanie Hatton, the witness said "Yes. The whole apartment needed to be painted and coming up off the porch (Tr. 42:9-12). When asked by Appellant Pro se Stephanie Hatton that if he agreed the apartment was in a deterioration state, he replied, "Yes" (Tr. 42:18-20). Appellant Pro se Stephanie Hatton testified, "And when we left, it was at 4:58, because we bombed the apartment. I bleached and Lysoled the entire apartment. I wiped down the windowsills, and I did much more, even though I was being treated badly. It smelled so bad of bleach to the point where

Courtney Deubell, who I was with, made me open the back door, made me open windows because she felt she was going to faint and pass out" (Tr. 69:4-12).

Stephanie Hatton testified she reported HVAC issues to the Respondent, which were not addressed, and that she incurred electricity costs of $150–160 per month from running AC units (Tr. 74:24-25; 74:1-6). Appellant Pro Se Stephanie Hatton testified to dirt under the refrigerator as well as the ac being dirty before she moved in, "I can't move that fridge. So, of course, there was stuff back there, but there was stuff back there before I moved in, too, because I saw it" and "The ACs were never cleaned. When I first moved in there, there was a whole bunch of black dog hair" (Tr. 68:13-19). Appellant Pro Se Stephanie Hatton then stated, "But when you start saying, oh, 'we had to Kilz and seal the walls because of cat odor '-- no, you don't have to do that. You had to Kilz and seal them because there is mold coming out of it (Appellant Exhibit 4; pp. 3-5). There is tree sap because you didn't fix it (Appellant Exhibit 1; p. 3). There is ventilation issues because the molding is not correct. There is no molding on the front porch. It is this thick. So the humidity comes in. The central AC and heat doesn't work. I asked them, and I have text messages. I said, Can you please fix this because -- at that point, we're spending 150, 160 in electricity every month because we had to keep the ACs running constantly. We couldn't turn them off. They said, no, that is going to cost a few thousand dollars, so we can't do that" (Tr. 74:17-25; 75:1-6).

At trial, Respondent handed in as evidence exhibit 2, copies of checks (Tr. 15:14). In addition in the check for painting from Stephen Cramer for $1,455.00, there was a note at the bottom stating they paid Cramer $45.00 cash for touchups totaling $1,500.00 (Respondent Check Exhibit 2; p. 6), and also stated in the memo that it was for painting the apartment, painting the front porch and re-pollied the hallway floor, as well as miscellaneous items, which the court

awarded the Respondent $1,500.00 (Final Verdict; p. 5). In addition, another bill was presented at evidence from a Andrew Marshall which said it was for painting the porch as well, (Respondent Check Exhibit 2; p. 8). The painting of the porch was not awarded (Final Verdict; pp. 4-5). In the invoice evidence, the painting of the porch was listed separate at $150.00 (Invoice Exhibit 3; p. 3 (Item #25)). Additionally, the cleaning of the apartment checks contained three items: one for light cleaning, one for final cleaning, and one for washing the floor and walls to remove smell of cat pee (Respondents Check Exhibit 2; pp. 1-3), which was not itemized in the invoice (Invoice Exhibit 3; p. 1 (Item #2)). At trial, Respondent Katy Seabrook described two of a light cleaning and another cleaning after repairs (Tr. 8:22-25; 9:1-2).

ARGUMENT

I. The Apartment's Condition Pre-Existed the Appellant's Tenancy and showed signs of 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 Appellants' tenancy and was not caused by tenant damage, violating S.C. Code Ann. § 27-40-410(a) and Lease, which states "This rental agreement is governed by the South Carolina residential Landlord and Tenant Act," (Lease Exhibit 1; p. 1: Para. 1) which limits security deposit deductions to tenant-caused damages. Appellant testified to pre-existing filth, including dirt under the refrigerator and dirty AC units with black dog hair upon move-in (Tr. 68:13–19). Violating S.C. Code Ann. § 27-40-440(a) (2) keeping premise in fit habitable condition.

Appellant further testified that the AC units were never cleaned and contained a whole bunch of black dog hair upon move-in, despite not owning a black dog but having a dog with white/pink hair, indicating a pre-existing condition of pet-related filth. (Tr. 68:17-20). S.C. Code Ann. § 27-40-440(a) (5) maintaining heating air conditioning. She reported HVAC issues, incurring $150–160 monthly electricity costs, but Respondent failed to address them, exacerbating humidity (Tr. 74:24–25; 75:1-6). This failure violated the landlord's duty to maintain a habitable environment under S.C. Code Ann. § 27-40-440(a)(4)(5), requiring functional heating ventilation and air-conditioning systems. S.C. Code Ann. And violated § 27-40-630 wrongful failure to provide essential services. James Hatton, with 30 years in construction, testified that photographs showed warped walls due to humidity from a nonfunctional HVAC system, not tenant actions (Tr. 36:17–39:7; Appellant Exhibit 4; pp. 3–5). S.C. Code Ann. § 27-40-440(a) (2) (4) (5) failed to make repairs and maintain. The court noted warping in photos (Final Verdict; p. 3). S.C. Code Ann. § 27-40-440(a) (1) failed to comply affecting health. Hatton attributed the need for Kilz to cover moisture related damage not cat urine as claimed by Seabrook (Tr. 38:24–39:7 contra Tr. 22:25–23:3) (S.C. Code Ann. § 27-40-440(a)(1) affecting health), and testified that the apartment was in a "deterioration state," requiring painting of the entire apartment and wood deterioration, particularly on the porch stairs, stating, "Yes. The whole apartment needed to be painted" (Tr. 42:9–12, 18–20) (S.C. Code Ann. § 27-40-440(a) (2) failure to make fit and habitable). Appellant witness James Hatton also testified that marks on the cabinets were not damage done by the Appellants,' just normal wear and tear, stating they just have to be painted every so often as they are wood, and the top marks on the cabinets are similar to marks throughout the whole apartment (Tr. 41:17-25; 42:1-6) (Appellant Exhibit 4, pp.1-2) S.C. Code Ann. § 27-40-440(a)(2) failure to keep premise in fit and

habitable condition. Appellant Pro Se Stephanie Hatton further testified that mold, tree sap, and ventilation issues necessitated painting, not cat odor (Tr. 74:17–25; 75:1-6; 71:1–6). S.C. Code Ann. § 27-40-440(a)(1)(2) Respondent failed to keep in fit and habitable condition. Appellant also testified, "But when you start saying, oh, we had to Kilz and seal the walls because of cat odor -- no, you don't have to do that. You had to Kilz and seal them because there is mold coming out of it. There is tree sap because you didn't fix it (Appellant Exhibit 4, pp. 3-5). There is ventilation issues because the molding is not correct. There is no molding on the front porch. It is this thick. So the humidity comes in. The central AC and heat doesn't work. I asked them, and I have text messages. I said, Can you please fix this because -- at that point, we're spending $150, $160 in electricity every month because we had to keep the ACs running constantly. We couldn't turn them off. They said, no, that is going to cost a few thousand dollars, so we can't do that," (Tr. 74:17–25; 75:1–6) violating S.C. Code Ann. § 27-40-440(a)(2)(5), failing to make all repairs to keep premises in fit and habitable condition, § 27-40-630, and a wrongful failure to provide essential service. Respondent's claim of "harsh cat pee odor" and "excessive filth" (Invoice Exhibit 3; p. 2 (Item #24); pg. 1, (Item #2)) is contradicted by Hatton's testimony that no urine smell was present upon move-out (Tr. 39:11–18) and Appellant's thorough cleaning (Tr. 69:4–12) S.C. Code Ann. § 27-40-510(2).

The $300 cleaning award, including an un-itemized $100 receipt, lacks evidence tying filth to tenant actions (Invoice Exhibit 3; p. 1 (Item #2); Respondent Check Exhibit 2; pp. 1–3). The trial Court's awards improperly attributed pre-existing conditions to Appellant, warranting reversal under § 27-40-410(a).

II. Three Witnesses Negate Respondent's Uncorroborated Odor Claim

The Trial Court erred in awarding Respondent $1,500 for painting and $300 for cleaning based on Respondent's uncorroborated claim of cat urine odor, as three credible witnesses testified to the apartment's clean condition and absence of odor, violating S.C. Code Ann. § 27-40-410(a).

James Hatton, with 30 years in construction and experience with the same cats, testified no urine smell was present upon move-out, stating, "you change the kitty litter, and it is gone" (Tr. 39:11–18; Tr. 35:16–17). Joan Brown, a former Rapid Response employee, testified the apartment was "in good condition" (Tr. 61:9–11). Appellant testified she bleached and Lysoled all surfaces, producing strong bleach fumes (Tr. 69:4–12). Appellant further testified that the AC units were never cleaned and contained a whole bunch of black dog hair upon move-in, despite not owning a black dog but having a dog with white/pink hair, indicating a pre-existing condition of pet-related filth, including potential urine smell from a previous animal, undermining Respondent's claim of cat urine odor (Tr. 68:17-20). Appellant also testified, "But when you start saying, oh, we had to Kilz and seal the walls because of cat odor -- no, you don't have to do that. You had to Kilz and seal them because there is mold coming out of it. There is tree sap because you didn't fix it (Appellant Exhibit 4; pp. 1, 3-5). There is ventilation issues because the molding is not correct. There is no molding on the front porch. It is this thick. So the humidity comes in. The central AC and heat doesn't work. I asked them, and I have text messages. I said, Can you please fix this because -- at that point, we're spending 150, 160 in electricity every month because we had to keep the ACs running constantly. We couldn't turn them off. They said, no, that is going to cost a few thousand dollars, so we can't do that" (Tr. 74:17–25; 75:1–6). These consistent testimonies outweigh Seabrook's subjective, uncorroborated claim of "harsh cat

pee odor" and "excessive filth" (Tr. 22:25, 23:1-3; Invoice Exhibit 3; p. 2 (Item #24), pg. 1 (Item #2)).

Seabrook's claim lacks odor reports, photographs, or corroborating witnesses, and the non-itemized $300 cleaning bill was not disclosed before trial, violating S.C. Code Ann. § 27-40-410(b) (Invoice Exhibit 3; pg. 1 (Item #2)). The trial court's reliance on one uncorroborated claim fails to justify the awards under § 27-40-410(a), warranting reversal.

III. Non-Itemized and Undisclosed Awards Lack Credible Evidence and Prejudiced the 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 Appellants, violating S.C. Code Ann. § 27-40-410(a) and (b). The $300 cleaning fee, attributed to washing walls and floors for cat odor, is unsupported by an illogical timeline and non-disclosed receipts (Invoice Exhibit 3; p. 1 (Item #2)). A July 16, 2022, receipt postdates a July 14, 2022, painting check as well as and a July 11 light cleaning, rendering cleaning after painting illogical as Kilz, which Seabrook testified seals cat urine odor (Tr. 22:25; 23:1-3), would mask any odor, rendering odor detection and cleaning on July 16 implausible" (Respondent Check Exhibit 2; pp. 1-3, 6). Appellant Pr Se Stephanie Hatton testified that the AC units were never cleaned and contained a whole bunch of black dog hair upon move-in, despite not owning a black dog but having a dog with white/pink hair, indicating a pre-existing condition of pet-related filth, including potential urine smell from a previous animal, undermining the cleaning receipt's cat urine claim (Tr. 68:17-20). Appellant Pro Se Stephanie Hatton also testified, "But when you start saying, oh, we had to Kilz and seal

the walls because of cat odor -- no, you don't have to do that. You had to Kilz and seal them because there is mold coming out of it. There is tree sap because you didn't fix it (Appellant Exhibit 4; pp. 3-5). There is ventilation issues because the molding is not correct. There is no molding on the front porch. It is this thick. So the humidity comes in. The central AC and heat doesn't work. I asked them, and I have text messages. I said, Can you please fix this because -- at that point, we're spending 150, 160 in electricity every month because we had to keep the ACs running constantly. We couldn't turn them off. They said, no, that is going to cost a few thousand dollars, so we can't do that" (Tr. 74:17–25; 75:1–6). Non-disclosure of three cleaning receipts until trial prejudiced Appellant's defense, violating § 27-40-410(a) deductions must be itemized. Three witnesses contradicted Seabrook's odor claim (Tr. 39:11–18; Tr. 61:9–11; Tr. 69:4–12), and the receipt lacks corroboration, failing the "any evidence" standard.

Appellant Stephanie Hatton then asks, "Why the floors were not done if it was from cat urine?" (Tr. 23:4-7) Respondent witness Katy Seabrook states that the floors were done and "you can't paint the floor with Kilz" (Tr. 23:8-9). Again Appellant Pro Se Stephanie Hatton asks, "What was done with the floors?" (Tr. 23:10). Respondent witness Katy Seabrook states, "It was re-pollied. It was cleaned, sanded, and pollied, which takes care of the smell (Tr. 23:11-13). Appellant Pro se Stephanie Hatton then questions why it wasn't in the damages, which Respondent witness Katy Seabrook replies that, "It's included in the paint price that we paid for (Tr. 23:13-15). Appellant Pro Se Stephanie Hatton pursues the line of questioning and asks why the floors were not itemized in the description, to which Respondent witness Katy Seabrook states," If I described every single thing we did in a full description, you would have received a packet probably as thick as this"(Tr. 23:16-19).

The $1,500 painting award includes an un-awarded $150 porch painting charge (Invoice Exhibit 3; p. 3 (Item #25)), double-billed in Cramer's check and Marshall's invoice; In addition, the memo on Cramers check contains miscellaneous charges (Respondent Check Exhibit 2; pp. 6, 8). The invoice omits floor treatment, which Seabrook claimed was included but not itemized (Tr. 23:13–19; Invoice Exhibit 3; p. 2 (Item #24)). Cramer's check lacks bank cancellation marks, and a $45 touch-up charge is unsupported (Respondent Check Exhibit 2; p. 6). Billing discrepancies, such as a $80 check predating the invoice by 15 days with conflicting memos, suggest after-the-fact justification (Respondent Check Exhibit 2; p. 5; Invoice Exhibit 3; p. 1 (Items #5–6)). The Trial Court abused its discretion by accepting non-itemized, triple-billed charges, warranting reversal under § 27-40-410(a) and (b).

IV. Landlord's Failure to Maintain HVAC System Negates Tenant Liability for Painting Award

The Trial Court erred in awarding Respondent $1,500 for painting, as Respondent's failure to maintain the HVAC system under S.C. Code Ann. § 27-40-440(a)(4)(5) and the lease contributed to the alleged odor, negating tenant liability under S.C. Code Ann. § 27-40-410(a). Respondent was obligated to maintain the HVAC system (S.C. Code Ann. § 27-40-440(a)(4)(5); Lease Exhibit 1; p. 3: Para. 13). Appellant reported issues, but Respondent failed to repair, causing poor ventilation (Tr. 74:17–25; 75:1-6). James Hatton testified poor ventilation exacerbated odors, yet no urine smell was present upon move-out (Tr. 39:11–18; 36:17–39:7). Joan Brown and Appellant confirmed the apartment's clean condition (Tr. 61:9–11; 69:4–12). Appellant testified that the AC units were never cleaned and contained a whole bunch of black dog hair upon move-in, despite not owning a black dog but having a dog with white/pink hair,

indicating a pre-existing condition of pet-related filth, including potential urine smell from a previous animal, undermining Respondent's cat urine claim (Tr. 68:17-20). Appellant also testified, "But when you start saying, oh, we had to Kilz and seal the walls because of cat odor -- no, you don't have to do that. You had to Kilz and seal them because there is mold coming out of it. There is tree sap because you didn't fix it. There is ventilation issues because the molding is not correct. There is no molding on the front porch. It is this thick. So the humidity comes in. The central AC and heat doesn't work. I asked them, and I have text messages. I said, Can you please fix this because -- at that point, we're spending 150, 160 in electricity every month because we had to keep the ACs running constantly. We couldn't turn them off. They said, no, that is going to cost a few thousand dollars, so we can't do that" (Tr. 74:17–25; 75:1–6). Seabrook's odor claim lacks corroboration (Tr. 22:25; 23:1-3). The painting invoice is non-itemized, includes an un-awarded $150 porch charge, and omits floor treatment as well as miscellaneous items (Invoice Exhibit 3; p. 2 (Item #24), p. 3 (Item #25); Respondent Check Exhibit 2; pp. 6, 8). Cramer's check lacks credibility, and a $45 touch-up charge is unsupported (Respondent Check Exhibit 2; p. 6). Respondent's HVAC neglect mitigates tenant liability under Young v. Morrisey, 285 S.C. 236, 329 S.E.2d 426 (1985). The Trial Court abused its discretion by ignoring landlord neglect and accepting speculative charges, warranting reversal under § 27-40-410(a) and (b).

CONCLUSION

Appellants' respectfully requests 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 Appellants, violating S.C. Code Ann. §§ 27-40-410(a) and (b), the lease's governance by the Landlord and Tenant Act

(Lease Exhibit 1; p. 1, Para. 1), and unsupported by credible evidence, see Austin v. Stokes-Craven Holding Corp., 387 S.C. 22, 37–39, 691 S.E.2d 135, 142–143 (2010).

Appellants' further requests 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).

The Circuit Court's awards of $1,300 for July 2022 rent, $495.72 for the AC/heater unit, and $1,800 for painting and cleaning are clearly erroneous, lack evidentiary support, and violate the South Carolina Residential Landlord and Tenant Act (SRLTA). For the rent award, the Court erred in finding July non-payment, as Appellants vacated by July 3, 2022, following a June eviction, terminating the lease before any default. For the AC/heater unit, the Court was reliant on inconsistent and unreliable testimony from Respondent's witness over photographic evidence of normal wear and tear, coupled with Respondent's failure to substantiate damages or repair the central HVAC system. For the painting and cleaning awards, the Court improperly attributed pre-existing conditions—mold, warped walls, and filth—to Appellants', ignored three witnesses contradicting Respondent's uncorroborated odor claims, and relied on non-itemized, undisclosed invoices. Respondent's failure to provide itemized notice within thirty days further warrants triple the withheld security deposit under S.C. Code Ann. § 27-40-410(b). Appellants' respectfully request that this Court reverse the Circuit Court's judgment, vacate the awards of $1,300, $495.72, and $1,800, and award triple the security deposit for Respondent's non-compliance with S.C. Code Ann. § 27-40-410(b). Appellants further request any additional relief this Court deems just and proper.

Respectfully submitted,

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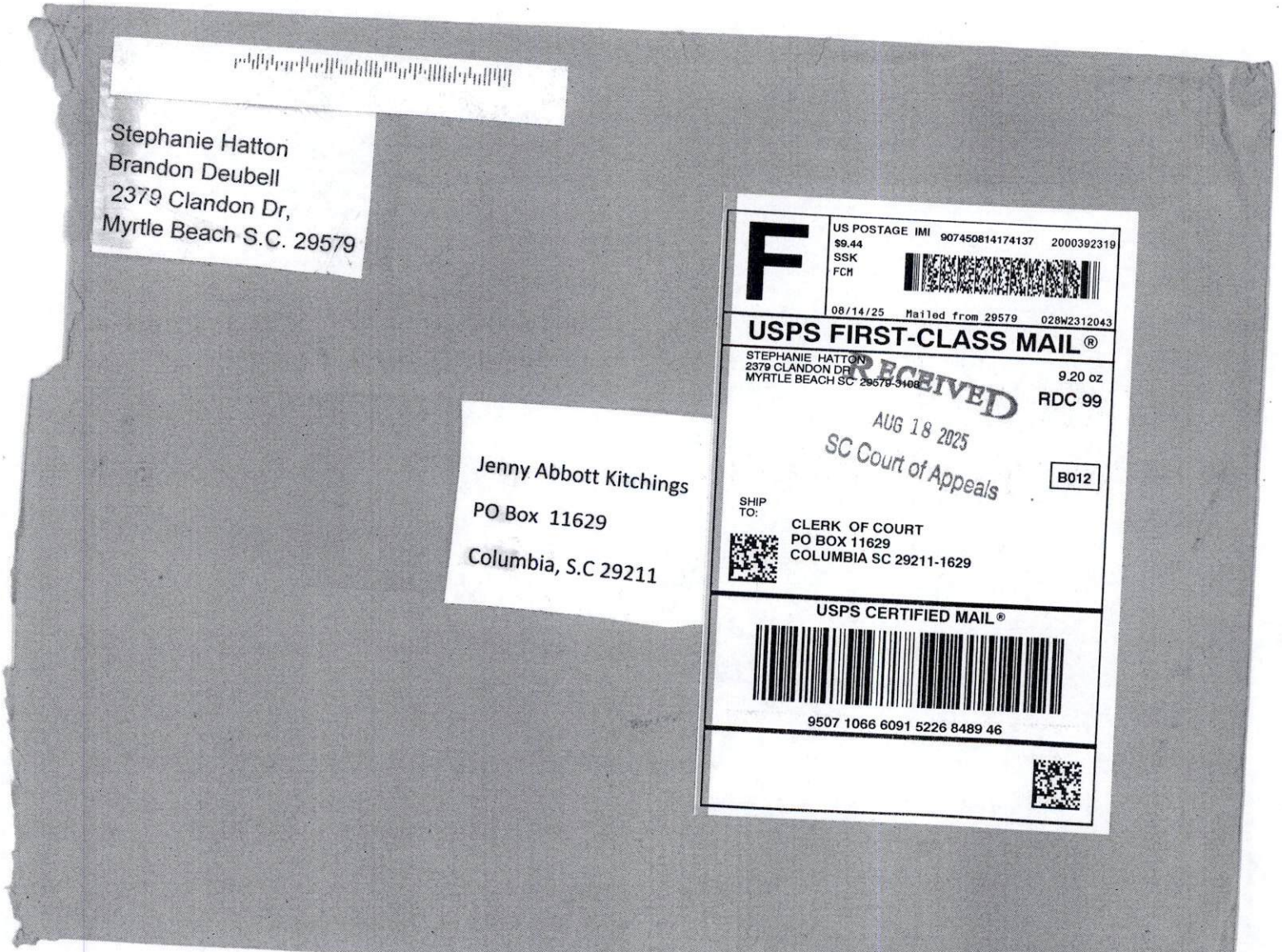

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