

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

RECEIVED

Aug 29 2025

SC Court of Appeals

IN RE:

C/A No. 25-02262-EG

Djuan Yvette Holland,

Chapter 7

Debtor(s).

**THIS MATTER** is before the Court on the Motion to Extend Automatic Stay (“Motion to Extend”) filed by Djuan Yvette Holland (“Debtor”)<sup>1</sup> and the Motion for Relief from Automatic Stay (“Motion for Relief”) filed by Moorland BTR, LLC d/b/a Moorland Reserve Apartments (“Moorland”).<sup>2</sup> The matter before the Court is based on a pre-petition eviction judgment from a residential Lease that Debtor had entered into with Moorland, as her landlord, and which has expired by its own terms. The issues presented revolve around whether the automatic stay is applicable and, if so, whether it can be extended under the provisions of 11 U.S.C. § 362. Each party objected to the opposing party’s motion. The Chapter 7 Trustee did not file a response to either Motion or appear at the hearing. The Court held a hearing on the Motions on August 21, 2025, which was attended by Debtor via videoconference and counsel for Moorland in person.

**FINDINGS OF FACT**

On or about March 18, 2024, Debtor signed an Apartment Lease Contract (the “Lease”) to rent an apartment from Moorland in Myrtle Beach, South Carolina (the “Rental Property”), from March 21, 2024 through June 20, 2025.<sup>3</sup> The Lease requires Debtor to make monthly rental payments of \$2,665.00 on the first day of each month. Pursuant to its terms, the Lease “will

<sup>1</sup> ECF No. 26. Unless otherwise specified, references to “ECF No. \_\_\_” refer to the docket in C/A No. 25-02262.

<sup>2</sup> ECF No. 25.

<sup>3</sup> ECF No. 25, Ex. A at ¶3. While the Lease was not admitted into evidence at the hearing, Debtor never questioned the authenticity of the Lease or disputed that the Lease agreement attached to the Motion for Relief was the Lease entered into between the parties.

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automatically renew month-to-month unless either party gives at least 60 days written notice of termination or intent to move-out as required by Paragraph 46 (Move-Out Notice), which in all cases shall be a minimum of thirty (30) days.” The Lease further provides in Paragraph 32 that:

You’ll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don’t pay rent or other amounts that you owe when due . . . . If you default, we have the right to seek ejectment in accordance with applicable law. . . . If your rent is delinquent we may terminate your tenancy upon written notice to you of nonpayment and intent to terminate your tenancy. . . . Upon your default, we have all other legal remedies, including termination of your tenancy and lockout fees, as provided under state statute and attorneys’ fees, to the extent allowable by law.

Debtor has failed to make the required lease payments to Moorland since November of 2024.<sup>4</sup> Moorland obtained an eviction judgment in state court, which is presently on appeal to the South Carolina Court of Appeals.<sup>5</sup> The appeal was stayed by Debtor’s filing of a chapter 13 case on April 1, 2025, C/A No. 25-01225 (the “Prior Case”).

A. Events in the Prior Case

The Prior Case was filed on the same day the Debtor was ordered to pay an appeal bond by the Horry County Circuit Court to preserve her appeal on the eviction to the South Carolina Court of Appeals.<sup>6</sup> Debtor indicated in the voluntary petition for the Prior Case that her landlord had obtained an eviction judgment against her.<sup>7</sup> She also filed an Official Form 101A – *Initial Statement About an Eviction Judgment Against You*, indicating that she had paid the rental deposit to the bankruptcy court clerk.<sup>8</sup> The clerk’s office issued a deficiency notice on April 3, 2025, because Debtor failed to file a copy of the eviction judgment or submit the rental deposit.<sup>9</sup> A

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<sup>4</sup> Moorland Ex. 1. The payment ledger in fact reflects that Debtor has not made a payment in full since the commencement of the Lease.

<sup>5</sup> Debtor acknowledged the existence of the pending appellate court eviction case in her objection to Moorland’s Motion for Relief. ECF No. 32.

<sup>6</sup> ECF No. 28.

<sup>7</sup> C/A No. 25-01225-jd, ECF No. 1, at 3, 9.

<sup>8</sup> C/A No. 25-01225-jd, ECF No. 13.

<sup>9</sup> C/A No. 25-01225-jd, ECF No. 14.

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second deficiency notice was entered on April 5, 2025 for the same issues.<sup>10</sup> Debtor filed a copy of the “Writ of Ejectment” issued by the Magistrate’s Court on April 17, 2025, which authorized the Sheriff/Magistrate’s Constable to inform Debtor that she had 24 hours to voluntarily vacate the Property.<sup>11</sup> On May 9, 2025, Moorland filed a motion for relief from stay in the Prior Case.<sup>12</sup> By order entered on June 2, 2025, the Court determined Moorland’s motion for relief from stay was moot because Debtor had failed to comply with 11 U.S.C. § 362(*l*) by failing to deposit the rental deposit that would become due during the 30-day period following the filing of the petition; therefore, the automatic stay terminated with respect to Debtor’s interest in the Lease.<sup>13</sup> On or about June 4, 2025, Moorland sent Debtor a non-renewal notice and notice to vacate the Rental Property on or before July 20, 2025, the last day of the Lease.<sup>14</sup> The Prior Case was dismissed on June 9, 2025 for cause based upon Debtor’s failure to file required documents pursuant to 11 U.S.C. § 1307(c).<sup>15</sup>

B. Events in the Current Case

On June 13, 2025 (the “Petition Date”)—less than a week after the Prior Case was dismissed—Debtor filed a second bankruptcy petition along with schedules and statements seeking Chapter 7 relief.<sup>16</sup> In Part 2, Item 11 of the Voluntary Petition, Debtor indicated that she rents her home, but did not mention the eviction proceedings. Moorland is the only creditor listed on Debtor’s creditor mailing list. Debtor listed Moorland on Schedule G: Executory Contracts and

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<sup>10</sup> C/A No. 25-01225-jd, ECF No. 22.

<sup>11</sup> C/A No. 25-01225-jd, ECF No.27.

<sup>12</sup> C/A No. 25-01225-jd, ECF No. 28.

<sup>13</sup> C/A No. 25-01225-jd, ECF No. 38.

<sup>14</sup> ECF No. 25, at 21. Moorland’s counsel referenced the non-renewal notice during the hearing but did not introduce it into evidence. Debtor did not deny receiving this notice during the hearing and acknowledged in the Motion to Extend that Moorland’s counsel sent her “a letter for a move out date for July 20, 2025” prior to the filing of the current case.

<sup>15</sup> C/A No. 25-01225, ECF No. 41.

<sup>16</sup> ECF No. 1.

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Unexpired Leases as the holder of a lease on the Rental Property. On Schedule J: Expenses, Debtor indicated that she has an ongoing monthly rental expense of \$2,765.00. Debtor did not list any pending lawsuits, court actions or administrative proceedings in Part 4 of her Statement of Financial Affairs, despite her pending appeal in state court.<sup>17</sup>

On July 18, 2025, thirty-five days after the Petition Date, Debtor filed the Motion to Extend, seeking an extension of the automatic stay pursuant to 11 U.S.C. § 362(c)(3)(B) only as it pertains to Moorland. Debtor asserted in the Motion to Extend that she would pay rent on August 5, 2025, as evidence of her good faith; however, no payments were made to Moorland. Moorland filed its Motion for Relief in the current case on July 22, 2025.<sup>18</sup> It also filed an objection to Debtor's Motion to Extend on July 23, 2025.<sup>19</sup> Debtor objected to the Motion for Relief on August 6, 2025, asserting there were discrepancies on the payment ledger relied upon by Moorland and claiming that she was waiting until August 21, 2025 to pay her outstanding rent depending on the outcome of the hearing.<sup>20</sup>

At the hearing on August 21, 2025, Moorland introduced a payment ledger into evidence showing that Debtor has made no rental payments from November of 2024 through August of 2025, and no full payments during the entire Lease term. Debtor did not present any evidence in support of her Motion, relying solely on her arguments. Debtor argued only that the stay should be extended because she has personal issues with Moorland's counsel and raised concerns regarding the accuracy of Moorland's payment ledger and the amount of attorney's fees claimed by Moorland.<sup>21</sup>

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<sup>17</sup> Debtor filed amended schedules and statements of financial affairs on August 25, 2025, yet still did not mention the eviction. ECF No. 40.

<sup>18</sup> ECF No. 25.

<sup>19</sup> ECF No. 28.

<sup>20</sup> ECF No. 32.

<sup>21</sup> At the conclusion of the hearing, Debtor inquired regarding whether there was a 14-day deadline to appeal the Court's ruling on her Motion to Extend if it was not in her favor. The Court indicated that it was not able to provide

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## CONCLUSIONS OF LAW

Debtor seeks an extension of the automatic stay pursuant to 11 U.S.C. § 362(c)(3)(B). Moorland opposes such relief, asserting that Debtor's Motion to Extend was untimely because it was filed more than thirty (30) days after the Petition Date. Moorland further contends that the automatic stay is not applicable in this case pursuant to 11 U.S.C. § 362(b)(22), and to the extent that it is applicable, relief from the automatic stay should be granted pursuant to 11 U.S.C. § 362(d). The issues before the Court are (1) whether the automatic stay is in effect under the provisions of the Bankruptcy Code, (2) whether the stay can be extended despite Debtor's untimely Motion to Extend, and (3) if the stay is in effect, whether relief from the stay is appropriate. For the reasons set forth below, the Court concludes that (1) even if there was a stay at the beginning of the case, the automatic stay would have terminated pursuant to 11 U.S.C. § 362(c)(3)(A) prior to Debtor seeking relief and cannot be extended, (2) the automatic stay is also not applicable in this case pursuant to 11 U.S.C. § 362(b)(22) due to Debtor's failure to comply with the requirements of § 362(l); and (3) relief from the automatic stay is unnecessary because the stay is already terminated and/or not applicable in this case.

### **I. The Automatic Stay Has Terminated and Cannot Be Extended.**

This case is Debtor's second bankruptcy filing within the last year. Accordingly, pursuant to 11 U.S.C. § 362(c)(3)(A), the automatic stay provided by § 362(a) was scheduled to terminate on July 13, 2025—thirty (30) days after the Petition Date. Section 362(c)(3)(A) provides:

[I]f a single or joint case is filed by or against a debtor who is an individual in a case under chapter 7, 11, or 13, and if a single or joint case of the debtor was pending within the preceding 1-year period but was dismissed, . . .

(A) the stay under subsection (a) with respect to any action taken with respect to a debt or property securing such debt or with respect to any lease *shall terminate* with respect to the debtor on the 30th day after the filing of the later case.

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legal advice but acknowledged Debtor could appeal its Order within 14 days. After the Court concluded the hearing but before the line was disconnected, Debtor appeared to mutter an expletive regarding the undersigned judge.

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11 U.S.C. § 362(c)(3)(A) (emphasis added). Section 362(c)(3)(B) allows a debtor to file a motion seeking an extension of the automatic stay beyond the initial 30-day period under certain conditions: (1) “after notice and a hearing completed before the expiration of the 30-day period” and (2) “only if the party in interest demonstrates that the filing of the later case is in good faith as to the creditors to be stayed.” 11 U.S.C. § 362(c)(3)(B) (emphasis added). Debtor filed the Motion to Extend five days after the 30-day period expired, asking the Court to extend the stay as to Moorland pursuant to § 362(c)(3)(B).

This Court has previously held that § 362(c)(3)(B) “does not provide the Court with any authority to extend the stay after it is terminated under § 362(c)(3)(A) if a hearing is not conducted before the expiration of the stay.” *In re Hardin*, 664 B.R. 707, 710-11 (Bankr. D.S.C. 2024) (quoting *In re Epting*, 652 B.R. 134, 137 (Bankr. D.S.C. 2023) (citing cases)). Courts in other jurisdictions have similarly concluded that a bankruptcy court lacks discretion to extend the automatic stay after the 30-day period expired. *See In re Flynn*, 582 B.R. 25 (B.A.P. 1st Cir. 2018); *Capital One Auto Fin. v. Cowley*, 372 B.R. 601 (W.D. Tex. 2006); *In re Berry*, 340 B.R. 636 (Bankr. M.D. Ala. 2006); *In re Morgan*, No. 25-30792, 2025 WL 1742435 (Bankr. N.D. Ohio June 23, 2025); *In re McGrath*, No. 10-20530, 2011 WL 2116992 (Bankr. E.D.Va. Jan. 25, 2011). Here, Debtor filed the Motion to Extend after the stay had terminated under § 362(c)(3)(A). For these reasons, the Court concludes that the automatic stay has terminated and cannot be extended.

Even if the automatic stay was in place and Debtor met the motion, notice, and hearing requirements under § 362(c)(3)(B), based on the record before the Court, Debtor does not meet the good faith requirement. Under § 362(c)(3)(B), the stay may be continued on motion of an interested party, “only if the party in interest demonstrates that the filing of the later case is in good faith as to the creditors to be stayed.” 11 U.S.C. § 362(c)(3)(B). There is a statutory presumption

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that the case was filed not in good faith because Debtor failed to file documents required by the Court in the Prior Case. § 362(c)(3)(C)(i)(II). Debtor must rebut this presumption with “clear and convincing evidence” that the case was filed in good faith. *Id.* Debtor has not presented any evidence indicating good faith in this case. § 362(c)(3)(C). Debtor indicated that she would make her August payment to Moorland to show good faith but has not done so. The evidence further indicates that Debtor filed both cases for the purpose of delaying Moorland from completing eviction proceedings against her. Debtor also made inconsistent statements regarding the eviction proceedings in her filings by failing to disclose the eviction proceedings in the petition or in her Statement of Financial Affairs, while acknowledging the appeal in her objection to the Motion for Relief. Debtor’s arguments regarding alleged personal issues with Moorland’s counsel and disputing the attorney’s fees charged by Moorland’s counsel are not relevant to this determination. Accordingly, Debtor’s Motion to Extend must be denied.

## **II. The Automatic Stay Is Not Applicable in This Case Pursuant to Section 362(b)(22)**

In its Motion for Relief, Moorland asserts that the automatic stay is not applicable pursuant to 11 U.S.C. § 362(b)(22) because Debtor has failed to file a certification of the payment of rent within 30 days of the Petition Date as required by 11 U.S.C. § 362(l)(1). While it is unnecessary to address Debtor’s objection to the Motion for Relief at this point because, even if there was a stay in place, it cannot be extended for the reasons set forth above, the Court observes that Debtor’s objection does not raise any reasonable grounds to deny the relief requested by Moorland. Section 362(b)(22) provides that the filing of a petition does not operate as a stay:

[S]ubject to subsection (l), under subsection (a)(3), of the continuation of any eviction . . . or similar proceeding by a lessor against a debtor involving residential property in which the debtor resides as a tenant under a lease or rental agreement and with respect to which the lessor has obtained before the date of the filing of the bankruptcy petition, a judgment for possession of such property against the debtor.

11 U.S.C. § 362(b)(22). Subsection (l), in turn, provides that:

Except as otherwise provided in this subsection, subsection (b)(22) shall apply on the date that is 30 days after the date on which the bankruptcy petition is filed, if the debtor files with the petition and serves upon the lessor a certification under penalty of perjury that—

(A) under nonbankruptcy law applicable in the jurisdiction, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after that judgment for possession was entered; and

(B) the debtor . . . has deposited with the clerk of the court, any rent that would become due during the 30-day period after the filing of the bankruptcy petition.

According to the Court’s records, no certification of payment of rent has been received by the Court and Debtor has not deposited any funds with the clerk of court.<sup>22</sup> Consequently, Debtor has not met the requirements of § 362(l); thus, the automatic stay does not apply to Moorland’s eviction proceedings under the stay exception provided by § 362(b)(22).

Based upon its determination that no automatic stay is in place at this time either through termination of the stay under § 362(c)(3)(A) or application of the § 362(b)(22) exception to the stay, the Court deems Moorland’s Motion for Relief pursuant to § 362(d) moot.

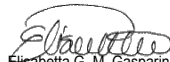
### CONCLUSION

For the foregoing reasons, Debtor’s Motion to Extend is **DENIED** and Moorland’s Motion for Relief is deemed **MOOT**. Moorland may proceed with its state court eviction proceedings regarding the Property.

**AND IT IS SO ORDERED.  
FILED BY THE COURT  
08/28/2025**



Entered: 08/28/2025

  
Elisabetta G. M. Gasparini  
US Bankruptcy Judge  
District of South Carolina

<sup>22</sup> Form 101A, *Initial Statement About an Eviction Judgment Against You*, may be filed by the debtor at the time of filing his or her initial petition, and it contains the necessary certification to comply with § 362(l) and negate § 362(b)(22). 3 COLLIER ON BANKRUPTCY ¶ 362.05, at 20 (16th ed. 2022).