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SC Court of Appeals

MEMORANDUM TO JUDGE MULLEN

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No.: 2022-000622

Circuit Case No.: 2021-CP-10-03684

Russell Crawford,

Appellant,

v.

Raymond Babich,

Respondent.

MEMORANDUM IN SUPPORT OF APPELLANT

COMES NOW the Appellant, Russell Crawford, pro se, and respectfully submits this Memorandum to the Honorable Court, and in support thereof, would show the following:

I. INTRODUCTION AND STATEMENT OF THE CASE

This appeal arises from a deeply troubling and unjust eviction of a 75-year-old, disabled, retired civil servant and Christian minister from his home of over 34 years. The Appellant, Mr. Crawford, owns his mobile home but rents the lot it sits on from the Respondent, Mr. Babich. The home, manufactured in 1975, is legally unmovable under South Carolina law due to its age and wind-zone certification requirements.

The Respondent's first attempt to evict Mr. Crawford in December 2019 for alleged rule violations failed conclusively. The Magistrate found the Respondent had no written lease or rules to enforce and that Mr. Crawford had not disturbed other residents. (Order of Dec. 12, 2019, p. 4-5). Immediately following this loss, the Respondent initiated the present action using a "no-cause," 30-day notice to terminate the month-to-month tenancy.

Despite overwhelming evidence of the Respondent's bad faith, retaliatory motive, and the catastrophic, unconscionable result an eviction would have on Mr. Crawford, both the Magistrate Court and the Circuit Court granted the eviction. This Memorandum will demonstrate that these decisions were a grave error of law and a miscarriage of justice.

II. ARGUMENT

A. The Manufactured Home Park Tenancy Act Does Not Permit "No-Cause" Evictions That Result in the Forfeiture of a Tenant's Home.

The central legal issue is whether the Manufactured Home Park Tenancy Act (MHPTA), S.C. Code Ann. § 27-47-10 et seq., permits an eviction based solely on the end of a lease term when the practical result is the tenant's unavoidable loss of their home.

The MHPTA's Specific Eviction Grounds Do Not Include "End of Lease Term." The MHPTA carefully enumerates eight specific grounds for eviction in § 27-47-530 (non-payment of rent, violation of rules, damage to property, etc.). The legislature's deliberate omission of "end of lease term" from this exclusive list must be respected. The lower courts erred by reading this ground into the statute, effectively legislating from the bench.

The "Common Law" Provision Cannot Be Used to Circumvent the Statute's Purpose. While § 27-47-530(A)(8) allows eviction for "any other reason sufficient under common law," this clause must be interpreted in harmony with the MHPTA's overarching purpose: "to clarify the law governing the rights and obligations of owners and residents of manufactured home parks." S.C. Code Ann. § 27-47-20. Allowing a no-cause eviction that results in the effective confiscation of a tenant's home is utterly contrary to this protective purpose. The common law cannot be invoked to create an absurd and unjust result that the specific statute was designed to prevent.

The Application of the Residential Landlord Tenant Act (RLTA) is Misplaced. The lower courts relied on S.C. Code Ann. § 27-40-770(b) of the RLTA, which allows termination of a month-to-month tenancy with 30 days' notice. However, the MHPTA is a specific statute governing a unique landlord-tenant relationship where the tenant owns the structure. The RLTA, a general statute, must yield to the MHPTA's specific provisions. Applying the RLTA here renders key protections of the MHPTA—such as the right to sell the home to a new tenant with the park owner's approval (§ 27-47-440)—meaningless, as a new owner could immediately be given a 30-day notice to vacate.

B. The Respondent Acted in Bad Faith, Making the Eviction Retaliatory and Unconscionable.

Even if a no-cause eviction were theoretically permissible, it is not permitted when done in bad faith. S.C. Code Ann. § 27-47-220 imposes a duty of good faith in every aspect of the MHPTA.

Overwhelming Evidence of Retaliation and Harassment. The record contains approximately 19 emails from Respondent Babich to Appellant Crawford that constitute a clear pattern of harassment, threats, and retaliation. These emails explicitly state that rent increases and the eviction action are direct punishments for Mr. Crawford's legally protected activities, including:

Complaining about noise from a nearby dance club.

Contacting zoning officials about an illegal, 10-foot-tall barrier erected by a neighbor.

Filing a lawsuit against said neighbor.

The Respondent's emails state: "You must stop annoying the next door neighbors at 4675 Montague... You have to pay for that with future rent increases," and "if you leave the 4675 neighbor alone, (i.e., drop the civil court case with a jury trial) he may forget all about you in time." This is the very definition of bad faith and retaliatory conduct.

Unjust Enrichment. The Respondent stands to gain a significant windfall. Mr. Crawford recently invested over \$20,000 in renovating his mobile home. If evicted, he cannot move it. The home would be sold at a court-sanctioned auction, where the Respondent, as the park owner, would be the most likely buyer, acquiring a modernized home at a fraction of its value. This is unjust enrichment facilitated by the court.

Unconscionable Result. Evicting a blameless, elderly, disabled man from his immovable home of 34 years—a home he improved and maintained in good faith—to enrich a landlord who has acted maliciously is the epitome of an unconscionable result. The law should serve justice and prevent such outcomes.

III. CONCLUSION

The lower courts erred as a matter of law by sanctioning an eviction ground not found in the MHPTA. They further erred by ignoring uncontroverted evidence of the Respondent's bad faith, which violates the duty imposed by § 27-47-220 and makes the eviction retaliatory and unconscionable.

For the reasons stated above, and based on the entire Record on Appeal, Appellant respectfully requests that this Honorable Court reverse the decisions of the lower courts, vacate the writ of ejectment, and remand this matter with instructions to dismiss the Respondent's action with prejudice.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 27th day of August, 2025, a true and correct copy of the foregoing Memorandum was served upon all parties via email to:

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