

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF YORK

CIVIL ACTION NO: 2025-CP-46-01222

Tonya R. Blake, Individually and as Personal
Representative of the Estate of Reco D. Miller,

Plaintiff,

v.

Brenda Burriss,

Defendant.

MOTION TO DISMISS

RECEIVED

SEP 10 2025

SC Court of Appeals

**TO: TAYLOR L. GROOMS, ESQUIRE, ATTORNEY FOR PLAINTIFF, AND TO
THE PLAINTIFF ABOVE NAMED:**

YOU WILL PLEASE TAKE NOTICE that the Defendant, Brenda Burriss, by and through her undersigned counsel and pursuant to Rules 12(b)(6) of the South Carolina Rules of Civil Procedure, will move before the Presiding Judge of the York County Court of Common Pleas at 10:00 a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, for an Order dismissing the Plaintiff's Complaint for failure to state a claim upon which relief can be granted. Plaintiff's claims against the Defendant should be dismissed because Plaintiff has not alleged facts sufficient to establish any duty owed to the Plaintiff.

BACKGROUND

This case arises out of a fire that occurred on April 26, 2022. Plaintiff was a residential tenant in a single-family home located at 821 Blackmon St., Rock Hill, South Carolina. For several years, Plaintiff rented the home from Defendant and lived there along with her husband and son. Compl. ¶ 6. On April 26, 2022, Plaintiff's husband alerted her to a fire which had broken out in his room. *Id.* at ¶¶ 8-9. Plaintiff's husband, who had previously suffered a stroke and was confined to a hospital bed, was unable to get out of the house and died in the fire. *Id.* at ¶¶ 7-11. Plaintiff

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Plaintiff alleges that Defendant breached a duty of care by failing to install smoke detectors in the home which Plaintiff had rented, which is a violation of Article 11 of Building Codes and Fire Prevention. S.C. Code Ann. §§ 5-25-1310 and 1330; Compl. ¶¶ 16-17. Article 11 provides that an owner must provide smoke detectors in one-family homes. S.C. Code Ann. § 5-25-1330(A). A tenant “shall notify the owner in writing of any deficiencies in the performance of the smoke detectors.” S.C. Code Ann. § 5-25-1330(B). However, Article 11 specifically states, “Failure to comply with the provisions of this article *does not create a cause of action* for a per se statutory violation for liability, or for negligence-based liability, for death, injury, or damages.” S.C. Code Ann. § 5-25-1380 (emphasis added).

In *Robinson v. Code*, a plaintiff tenant brought claims against a landlord following a fire in a single-family home. 384 S.C. 582, 584-85, 682 S.E.2d 495, 496 (Ct. App. 2009). There, a chair caught fire in the living room, and two individuals inside the home died in the fire. *Id.* The tenant alleged that the landlord had negligently failed to provide smoke detectors. *Id.* at 585, 682 S.E.2d at 496. Treating a motion to strike as a motion to dismiss, the court dismissed the tenant’s claims because “Article 11 specifically provides that failure of a landlord to supply or install smoke detectors does not create a cause of action for a per se statutory violation of liability, or for negligence-based liability, for death, injury, or damages.” *Id.* at 587, 682 S.E.2d at 497 (citing S.C. Code Ann. § 5-25-1380). The court also noted that the tenant had not provided any written notice to the landlord regarding the alleged absence of smoke detectors, as required by S.C. Code Ann. § 5-25-1330(B). *Id.* Since there is no specific requirement to provide smoke detectors under the Landlord-Tenant Act, the lack of “written notice to the landlord specifying the acts and omissions constituting the breach” precluded claims under the Landlord-Tenant Act as well. *Id.* at 588, 682 S.E.2d at 497-498.

has alleged causes of action for negligence, survival, wrongful death, loss of consortium, and negligent infliction of emotional distress. *Id.* at ¶¶14-39.

Plaintiff's claims are premised upon the allegation that smoke detectors were not installed in the residence as required by S.C. Code Ann. §§ 5-25-1310 and 1330. *Id.* at ¶¶ 13, 17. Under South Carolina law, S.C. Code Ann. § 5-25-1310 *et seq.* does not give rise to a cause of action against a landlord

STANDARD OF REVIEW

“Under Rule 12(b)(6), SCRPC, a defendant may make a motion to dismiss based on a failure to state facts sufficient to constitute a cause of action.” *Pitts v. Jackson Nat. Life Ins. Co.*, 352 S.C. 319, 327, 574 S.E.2d 502, 506 (Ct. App. 2002) (quoting *Baird v. Charleston Cty.*, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999)). “A ruling dismissing a complaint for failure to state facts sufficient to constitute a cause of action must be based solely on allegations set forth in the complaint.” *Click Props., LLC v. Thomas SC Props., LLC*, --- S.E.2d ----, No. 2022-001499, 2025 WL 778485, at *4 (Ct. App. Mar. 12, 2025), *reh'g denied* (Apr. 10, 2025) (citing *Doe v. Marion*, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007)). “The question to be considered is whether, when viewed in the light most favorable to the plaintiff, the complaint states any valid claim for relief.” *Carolina Care Plan, Inc. v. United HealthCare Servs., Inc.*, 361 S.C. 544, 550, 606 S.E.2d 752, 755 (2004). Dismissal is appropriate “if the facts alleged in the complaint do not support relief under any theory of law.” *Cap. City Ins. Co. v. BP Staff, Inc.*, 382 S.C. 92, 99, 674 S.E.2d 524, 528 (Ct. App. 2009).

ARGUMENT

Plaintiff's claims must be dismissed because the alleged violations of S.C. Code Ann. § 5-25-1310 *et seq.* are not actionable.

Here, the only facts alleged to support each of Plaintiff's causes of action are that smoke detectors were not installed in the home. *See* Compl. ¶¶ 13,15. Plaintiff specifically identifies the alleged duty breached as "failing to install properly functioning smoke detectors." Compl. ¶ 16. However, even if Defendant did not install or provide smoke detectors, S.C. Code Ann § 5-25-1310 *et seq.* cannot provide the basis for any liability to Plaintiff. On the contrary, the very same Article 11 specifically precludes Plaintiff's theory of recovery for the Article's alleged violation and negligence-based liability claims. *See* S.C. Code Ann. § 5-25-1380. There are also no allegations that Plaintiff ever provided written notice to Defendant regarding a lack of smoke detectors. While Plaintiff's causes of action are not alleged pursuant to the Landlord-Tenant Act, a lack of written notice to Defendant would preclude recovery under that theory of recovery as well. As the allegations of Plaintiff's Complaint do not state facts sufficient to constitute a cause of action and do not support a theory of relief under any theory of law. Plaintiff's claims must be

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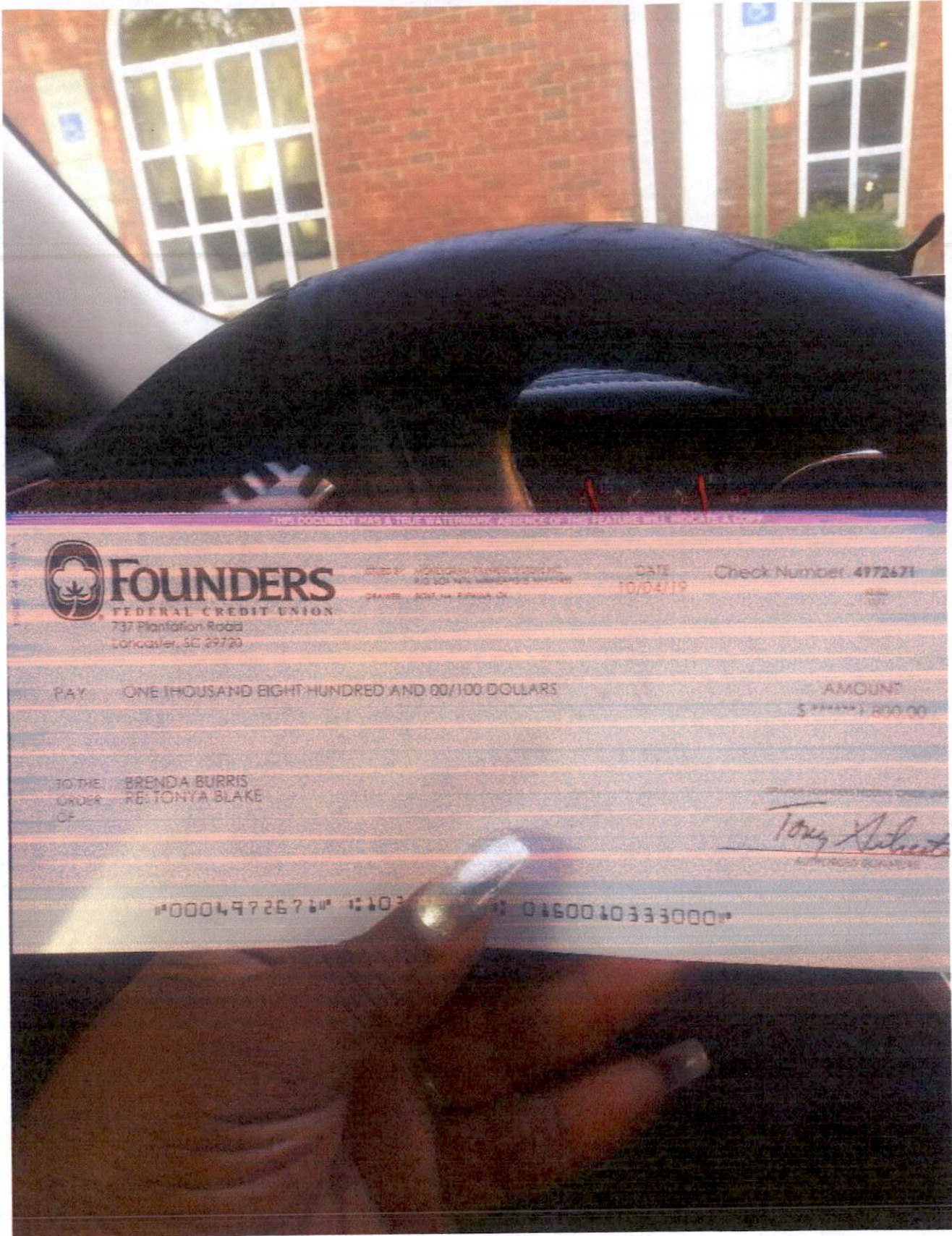
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Attorneys for Defendant Brenda Burriss

Columbia, South Carolina

May 15, 2025



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TO THE ORDER OF
BRENDA BURRIS
RE: TONYA BLAKE

Tony Blake
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