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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

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.

Final Appellants' Reply Brief to Respondents Reply to Appellants' Brief

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Reply to Respondent's Statement of Facts¹

The respondent's Statement of Facts misleads this Court by misrepresenting the rent claim, falsely denying Ms. Hatton's objections, and omitting the improper filing in the Court of Common Pleas. First, the respondent claims they sought \$5,316.44, including one month's rent (\$1,300) (R. p. 26, line 6), but their December 20, 2022, complaint sought \$14,766.44, including \$11,700 for nine months' rent (March 2022 – November 2022) (R. pp.3-5), despite the property being re-rented on August 1, 2022, at \$1,500/month, limiting any rent claim to July 2022 (\$1,300) per S.C. Code Ann. § 27-40-410(a). (R. p. 25, lines 2-3; R. p. 33, lines 15-16). Only at trial did they reduce the rent claim, concealing their initial overreach. Appellants denied owing rent post-eviction and disputed damages as exaggerated or double-billed (R. p. 6; R. p. 81, line 14 - R. p. 90, line 25). Second, the respondent falsely claims Appellants "failed to raise any objections ruled upon during the trial" (R. pp. 17-92). Appellant Stephanie Hatton, pro se, objected to Exhibit 2 (R. pp. 107-116), challenging its relevance and authenticity (R. p. 27, line 16 – R. p. 29, line 4), which the court noted and overruled (R. p. 29, lines 12-15), preserving the issue per *Humbert v. State*, 345 S.C. 332, 337, 548 S.E.2d 862(2001). The respondent's complaint sought \$14,766.44, including an inflated \$11,700 for nine months' rent (March–November 2022) (R. pp. 3-5), despite knowing the property was re-rented by August 1, 2022, at \$1,500/month (R. pp. 33, line 15- R. p. 34, line 2). This misrepresentation improperly placed the case in the Court of Common Pleas, as the legitimate damages—\$3,366.44 at trial (R. p. 26,line 6) or \$2,030.72 awarded (R. p. 13),

1

Appellant's Reply Brief refers to the original heading 'Statement of Facts' and associated page citations (e.g., pp. 5–6) as found in Respondent's Initial Brief served under Rule 208. In Respondent's Final Brief, this material has been reorganized and consolidated under the heading 'INTRODUCTION AND FACTUAL BACKGROUND' (p. 1), with the arguments beginning on page 2.

excluding attorney's fees—fall below the \$7,500 magistrate court limit (S.C. Code Ann. § 22-3-10(1); *Green v. Baughman*, 214 S.C. 101, 51 S.E.2d 366 (1948)). This jurisdictional error prejudiced Appellants by subjecting them to higher court costs and attorney's fees, violating due process. Appellants' denial of rent and damages (R. p. 6; R. p. 81, line 14 - R. p. 90, line 25) and counterclaim for wrongful withholding of the security deposit under S.C. Code Ann. § 27-40-410(b) (R. p. 6) expose the respondent's inflated claim and jurisdictional error. These misrepresentations undermine the respondent's credibility.

Failed to raise objections

The respondent's claim that Appellant Stephanie Hatton, appearing pro se, 'failed to raise any objections ruled upon during the trial' (R. p. 17 – R. p. 92) is false. Appellant Stephanie Hatton Pro se explicitly objected to the plaintiff's introduction of canceled checks and an AC advertisement (R. p. 110), challenging their relevance and authenticity by arguing the checks did not prove payment, the AC did not show a receipt and the AC replacement was unnecessary due to minor wear and tear (R. p. 27, line 24 – R. p. 29, line 4). The court acknowledged, 'Your objection is noted for the record' (R. p. 29, lines 12 - 13), and overruled it by admitting Exhibit 2(R. p. 107-116) (R. p. 29, line 14). Per *State v. Russell*, 345 S.C. 128, 546 S.E.2d 202 (Ct. App. 2001), This objection was timely and specific enough to preserve the issue under SCRE Rule 103(a)(1), which requires a timely objection stating the specific ground, especially for a pro se litigant (*Herron v. Century BMW*, 395 S.C. 461, 465, 719 S.E.2d 640 (2011), the objection was clear in context, and per *Humbert v. State*, 345 S.C. 332,337, 548 S.E.2d

862 (2001), the court's ruling preserved it for appeal. The respondent's failure to address this objection renders their non-preservation claim baseless.

Respondent's Non-Preservation Claims Are Abandoned

Respondent's Brief (pp. 5–6) asserts that Appellants' arguments—challenging the \$495.72 AC/heater award (Argument II), \$1,800 painting/cleaning award (Argument III), \$1,300 rent award and mitigation/double recovery (Argument I), \$3,150 security deposit triple recovery (Argument IV), and unsigned documents—are unpreserved, but provides no specific citations to the trial transcript (R. pp.17, line 1; - R.p.92, line25) or Final Verdict to support this claim. This failure constitutes abandonment under South Carolina law, requiring the Court to evaluate Appellants' arguments on their merits without considering Respondent's deficient defense. South Carolina appellate courts consistently hold that issues raised in a brief without supporting arguments, citations to authority, or references to the record are abandoned and will not be considered on appeal. In *State v. Dunbar*, the Supreme Court ruled, "An issue raised on appeal but not argued in the brief is deemed abandoned and will not be considered by the appellate court" (356 S.C. 138, 142, 587 S.E.2d 691, 694 (2003)). Similarly, in *First Sav. Bank v. McLean*, the Court held that failure to provide specific arguments or citations waives the issue (314 S.C. 361, 363, 444 S.E.2d 513, 514 (1994)). Respondent's Brief violates these principles by offering only vague assertions of non-preservation, citing *Herron v. Century BMW* (395 S.C. 461, 719 S.E.2d 640 (2011)) and *Elam v. S.C. Dep't of Transp.* (361 S.C. 9, 602 S.E.2d 772 (2004)) without linking them to specific transcript evidence or Appellants' trial actions. Respondent fails to identify any portion of the 78-page trial transcript (R. pp.17, line 1; - R.p.92, line25) or the Final Verdict to support its claim that

Appellants' objections (e.g., R. p. 28, line 7 – R. p. 29, line 2, challenging AC replacement), cross-examination (e.g., R. p. 29, line 23 – R. p. 30, line 12, mitigation; R. p. 36, line 20 – R. p. 37, line 19, painting, testimony (e.g., R. p. 81, line 23 – R. p. 90, line 19, normal wear; R. p. 83, lines 15-23, Pet deposit fee), James Hatton's testimony (R. p. 60, lines 14-25, early re-rental), or pleadings (R. p. 6), the Answer and counterclaim were insufficient to preserve Arguments I–IV and unsigned documents. This omission is fatal, as *Dunbar* requires specific record citations to sustain an argument (356 S.C. at 142). Respondent's improper Designation request (SCACR Rule 210(b)), seeking to include Appellants' entire Initial Brief without pinpointing errors, further demonstrates its inability to engage the record, including Appellants' evidence of mitigation (R. p. 29, line 23 – R. p. 30, line 12; R. p. 33, lines 15-19), normal wear (R. p. 36, lines 6-9; R. p. 88, line 15 – R. p. 89, line 6), and jurisdictional misconduct (R. p. 60, lines 14 - 25; \$11,700 claim). Moreover, Respondent's failure to address Appellants' statutory arguments under S.C. Code Ann. § 27-40-410 (mitigation and deposit withholding), § 27-40-510 (normal wear), and § 22-3-10 (jurisdictional limits), or counter Appellants' statutory authorities and supporting case law abandons any defense to these claims. In *Hunt v. S.C. Forestry Comm'n*, the Court of Appeals held that a party's failure to brief an issue raised by the appellant constitutes abandonment, entitling the appellant to relief on that issue (358 S.C. 564, 573, 595 S.E.2d 846, 851 (Ct. App. 2004)). Respondent's silence on Appellants' evidence (e.g., R. p. 60, lines 14-25, early re-rental; R. p. 63, line 25 – R. p. 63, line 2, photos of pre-existing conditions) and statutes concedes their merit. Respondent's Brief, prepared by an attorney with 30 years of experience, fails to address Appellants' statutory claims, including jurisdictional

inflation—claiming \$11,700 in December 2022 (R. p. 60, lines 14-25) despite re-rental by August 2022 (R. p. 25, lines 2-3), violating § 22-3-10. SCACR Rule 208(b)(1)(E) requires respondent briefs to “contain arguments and citations to authority” addressing the appellant’s claims, and Respondent’s violation risks judicial disapproval for wasting court resources (*State v. Freiburger*, 366 S.C. 125, 135, 620 S.E.2d 737, 742 (2005) (noting courts’ intolerance for procedural gamesmanship)). By abandoning its non-preservation defense, Respondent cannot introduce new transcript arguments (e.g., R. p. 21, line 19 – R. p. 26, line 25, Seabrook’s testimony) in a sur-reply or oral arguments, as SCACR Rule 208(c) limits such responses to issues raised in the Reply Brief (*Dunbar*, 356 S.C. at 142). Consequently, the Court should deem Respondent’s non-preservation claims abandoned and evaluate Appellants’ arguments—supported by transcript evidence (R. p. 28, line 7 – R. p. 29, line 2; R. p. 29, line 23- R. p. 39, line 25 ; R. p. 60, lines 14-25; R. p. 81, line 23 – R. p. 90, line 19), statutes (§ 27-40-410, § 27-40-510, § 22-3-10), and case law (*Staubes v. City of Folly Beach*, 339 S.C. 406, 529 S.E.2d 543 (2000))—on their merits. Appellants’ pro se status further warrants leniency in considering preservation (*Herron*, 395 S.C. at 465), ensuring a fair review of the trial court’s errors (R. pp. 12-13)

Preservation of Arguments in Appellate Brief.

Rent (\$1,300 Award)

- 1. Title: 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 [Appellant Brief, p. 6].**

- Answer and Counterclaim: Appellants stated the eviction was for late payment but improper due to a February 2022 addendum allowing late payments with fees, and, before July rent was late [R. p. 6, January 19, 2023]. Final Verdict: The court found a July 2022 eviction for non-payment and awarded \$1,300 for July rent, noting the addendum [R. pp. 9-10, 13]. Transcript: appellants testified the eviction was wrongful, citing the addendum (R. p. 34 line 20 - R. p. 35, line 2, “they breached and terminated the lease. I didn’t”). Appellants confirmed following court order leaving at 5:pm (R. p. 83, lines 4-20). Respondent Seabrook testified Appellants vacated by the “third day” of the writ (R. p. 21, lines 1-7). James Hatton corroborated the July 3 move-out (R. p. 49, lines 9-11).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 34 line 20 - R. p. 35, line 2 ; R. p. 49, lines 9-11; R. p. 83, lines 4-20) and ruled on (R. p. 10).
 - Timely Manner: Raised in Answer to Complaint and at trial (January 27, 2025) [R. p. 6; R. p. 34 line 20 - R. p. 35, line 2; R. p. 49, lines 9-11].
 - Sufficient Specificity: Specified addendum and July 3 vacation (R. p. 34 line 20 - R. p. 35, line 2; R. p. 49, lines 9-11, R. p. 83, lines 4-20).
- Conclusion: Preserved [R. p. 6; R. p. 21, lines 1-7, R. p. 34 line 20 - R. p. 35, line 2, R. p. 49, lines 9-11, R. p. 83, lines 4-20, R. pp. 9-10,13].

2. Title: 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 [Appellant Brief, p. 8].

- Answer and Counterclaim: Appellants claimed the eviction was for late payment, not non-payment, as June rent was paid, and the addendum allowed late payments [R. p. 6].
- Final Verdict: The court found a July 2022 eviction for non-payment, despite noting paid June rent (R. pp. 21, lines 11-14) [R. p. 10].
- Transcript: Appellants testified June rent was paid, and eviction occurred before July rent was due (R. p. 90, line 20, “There is no rent to be paid”). Seabrook confirmed June rent payment (R. p. 21, lines 11-14) and vacation by July 3 (R. p. 20, lines 18-25). James Hatton supported a June eviction (R. p. 49, lines 9-11).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 20, lines 18-25; R. p. 90, line 20; R. p. 49, lines 9-11) and ruled on (R. p. 10).
 - Timely Manner: Raised in Appellant Answer to Complaint and Counterclaim and at trial [R. p. 6; R. p. 20, lines 18-25; R. p. 49, lines 9-11; R. p. 90, line 20].
 - Sufficient Specificity: Specified paid June rent and June eviction (R. pp. 21, lines 11-14; R. p. 49, lines 9-11; ; R. p. 90, line 20).
- Conclusion: Preserved [R. p. 6; R. p. 20, lines 18-25; R. p. 21, lines 11-14; R. p. 49, lines 9-11; R. p. 89, lines 18-20; R. p. 10].

3. Title: 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 [Appellant Brief, p. 9].

- Answer and Counterclaim: Appellants claimed all rent was paid, and re-rental mitigated losses [R. p. 6].
- Final Verdict: The court awarded \$1,300 for July rent but noted re-rental in August 2022 mitigated further losses [R. p. 10].
- Transcript: Appellants questioned re-rental at \$1,500/month (R. pp. 29 line 23 – R. p. 30, line 10). James Hatton testified to furniture and people on July 7, suggesting early re-rental (R.p. 60, lines 3 - 23). Seabrook confirmed re-rental at \$1,500/month (R.p. 33 line 15 – R. p. 34, line 2).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 29, line 23 – R. p. 30, line 10)
 - Timely Manner: Raised in Appellant Answer to Complaint and at trial [R. p. 6; R. p. 29, line 23 – R. p. 30, line 10].
 - Sufficient Specificity: Specified re-rental proceeds (R. p. 33, line 15 - R. p. 34, line 2) and mitigation (R. p. 60, lines 6-23).
- Conclusion: Preserved [R. p. 6; R. p. 29, line 23 – R.p. 30, line 10; R. p. 60, lines 6-23; R. p. 10]

4. Title: 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 [Appellant Brief, p. 12].

- Answer and Counterclaim: Appellants argued the eviction was wrongful, and the landlord’s termination ended rent obligations [R. p. 6].
- Final Verdict: The court found a July eviction and awarded \$1,300, despite evidence of a June eviction (R. p. 21, lines 1-5) [R. p. 10].
- Transcript: Appellants testified the eviction was premature alleging landlord initiated termination (R. p. 34, line 20- R. p.35, line 2). Seabrook confirmed vacation by July 3 (R. p.21, lines 1-7). James Hatton noted July 7 activity, suggesting early mitigation (R. p. 60, lines 6-25).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 34, line 20 – R. p. 35, line 2; R. p. 21, lines 1-7) and ruled on (R. p. 10).
 - Σ. Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 34, line 20- R. p. 35, line 2].
 - T. Sufficient Specificity: Specified discretionary termination and June eviction (R. p. 34, line 20 – R. p. 35, line 2; R. p. 21, lines 1-7).
- Conclusion: Preserved [R. p. 6; R. p. 21, lines 1-7; R. p. 34, line 20 – R. p. 35, line 2; R. p. 60, lines 6-25; R. p. 10].
- **II. AC/Heater Unit (\$495.72 Award)**

5. Title: The Circuit Court Erred in Relying on Inconsistent and Unreliable Testimony [Appellant Brief, p. 16].

- Answer and Counterclaim: Appellants denied owing damages and alleged Plaintiff's damage claims were exaggerated and misrepresented, thereby challenging the basis for liability and the reliability of testimony supporting the alleged damage [R. p. 6].
- Final Verdict: The court awarded \$495.72 for one AC unit, finding buttons non-functional based on Seabrook's testimony [R. pp. 10, 13].
- Transcript: Appellants challenged Seabrook's claim of broken buttons, noting she admitted the unit was functional (R. p. 38, line 23- R. p. 39, line 19). Appellant testified the unit worked with only cosmetic wear (R. p. 28, line 11-14).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 28, line 11-14; R. p. 38, line 23- R. p. 39, line 19) and ruled on (R. pp. 10, 13).
 - Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 28, lines 11-14].
 - Sufficient Specificity: Specified inconsistent testimony and functionality (R. p. 38, line 23- R. p. 39, line 19).
- Conclusion: Preserved R. p. 6; R. p. 28, line 11-14; R. p. 38, line 23- R. p. 39, line 19; R. pp. 10, 13].

6. Title: The Circuit Court Erred in Relying on Testimony Over Photographic Evidence [Appellant Brief, p. 17].

- Answer and Counterclaim: Appellants denied owing damages and asserted Plaintiff's damage claims were exaggerated and misrepresented [R. p.6]. This denial relates to the nature of the AC unit damage.
- Final Verdict: The court relied on Seabrook's testimony over photos showing minor wear [R. p. 10].
- Transcript: Appellants presented photos showing cosmetic wear (R. p. 38, lines 17-25; R. p. 116). Seabrook admitted only one button was affected (R. p. 39, lines 12-19).
- Preservation:
 - Raised to and Ruled Upon: Raised via photos and testimony (R. p. 38, lines 17-25; R.p. 63, line 25-R. p. 64, line 2) and ruled on (R. pp. 10, 13).
 - Timely Manner: Raised in Appellant Answer to Complaint and at trial [R. p. 6; R. p. 38, lines 17-25; R. p. 63, line 25-R. p. 64, line 2].
 - Sufficient Specificity: Specified photographic evidence of minor wear (R. p. 38, lines 17-25, R. p. 63, line 25-R. p. 64, line 2).
- Conclusion: Preserved [R. p. 6; R. p. 38, lines 17-25; R.p. 63, line 25-R. p. 64, line 2; R. pp. 10, 13].

7. Title: The Circuit Court Erred in Finding Non-Adjustable Temperature

[Appellant Brief, p. 17].

- Answer and Counterclaim: Appellants denied owing damages and alleged Plaintiff's damage claims were exaggerated and misrepresented [R. p. 6].

- Final Verdict: The court found the unit's temperature could not be adjusted, relying on Seabrook [R. p. 10].
- Transcript: Appellant Stephanie Hatton and Seabrook agreed the unit was functional (R. p. 28, lines 13-14; R. p. 36, line 7). Seabrook admitted only one button was affected, not temperature control (R. p. 39, lines 12-19).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 28, lines 13-14; R. p. 39, lines 12-19) and ruled on (R. pp. 10, 13).
 - Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 28, lines 13-14].
 - Sufficient Specificity: Specified unit functionality ((R. p. 28, lines 13-14; R. p. 39, lines 12-19).
- Conclusion: Preserved [R. p. 6; R. p. 28, lines 13-14 R. p. 39, lines 12-19; R. pp. 10,13 .

8. Title: The Circuit Court Erred in Holding Appellant Liable for Essential Units [Appellant Brief, p. 18].

- Answer and Counterclaim: Appellants denied owing damages and alleged that Plaintiff had charged for damages that plaintiff's representatives caused. Appellants argued Respondent's failure to repair the central HVAC system made AC units the essential units, absolving liability [R. p. 6].
- Final Verdict: The court awarded \$495.72 without addressing HVAC neglect [R. p. 13].

- Transcript: Appellant testified the central HVAC was non-functional, and Respondent refused repairs (R. p. 89, lines 1-6). Appellant noted pre-existing wear on units (R. p. 82, lines 17-20).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 89, lines 1-6; R. p. 82, lines 17-20) and implicitly ruled on (R. p. 13).
 - Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 89, lines 1-6].
 - Sufficient Specificity: Specified HVAC neglect and essential units (R. p. 89, lines 1-6).
- Conclusion: Preserved [R. p. 6; R. p. 82, lines 17-20; R. p. 89, lines 1-6; R. p. 13].

9. Title: The Circuit Court Erred in Awarding Unsubstantiated Damages [Appellant Brief, p. 18].

- Answer and Counterclaim: appellants disputed damages lacking proof, like AC replacement costs ““Defendants also deny any damages at time as plaintiff has exaggerated claims, misrepresented damage... had asked for a list of repairs prior-to leaving, Plaintiff failed to supply Defendant with that list [R. p. 6].
- Final Verdict: The court awarded \$495.72 based on an advertisement, not a receipt [R. p 110; R. p. 13].

- Transcript: Appellant Hatton questioned the lack of a receipt (R. p. 28, lines 11-12). Seabrook admitted the cost was an estimate (R. p. 27, lines 22-24).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 27, lines 22-24) and ruled on (R. p. 13).
 - Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 28, lines 11-12].
 - Sufficient Specificity: Specified lack of receipt (R. p. 28, lines 11-12) [Appellant Brief, p. 23].
- Conclusion: Preserved [R. p. 6; R. p. 27, lines 22-24; (R. p. 28, lines 11-12; R. p. 13)].

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

10. Title: The Apartment's Condition Pre-Existed the Appellant's Tenancy and Showed Signs of Normal Wear and Tear [Appellant Brief, p. 27].

- Answer and Counterclaim: Appellants denied owing damages and alleged that Plaintiff's damage claims were exaggerated and misrepresented, and that damages were "caused by Plaintiffs representatives or other" [R. p. 6].
- Final Verdict: The court awarded \$1,500 for painting and \$300 for cleaning, attributing damage to Appellants [R. pp. 11, 13].
- Transcript: Appellant testified to pre-existing dirt and dog hair (R. p. 82, lines 13-19) and mold due to HVAC issues (R. p. 88, line 17 – R. p. 89,

line 6). James Hatton attributed warped walls to humidity, not tenant damage (R. p. 50, line 17- R. p. 53, line 7; R. pp. 122-124).

- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 82, lines 13-19; R. p. 88, line 17- R. p. 89, line 6) and ruled on (R. pp. 11-12).
 - Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 82, lines 13-19].
- Conclusion: Preserved [R. p. 6; R. p. 50, line 17- R. p. 53, line 7 R. p. 82, lines 13-19; R. p. 88, line 17- R. p. 89, line 6; R. p. 11-12].

11. Title: Three Witnesses Negate Respondent’s Uncorroborated Odor Claim [Appellant Brief, p. 29].

- Answer and Counterclaim: Appellants generally denied owing damages and asserted Plaintiff’s damage claims were exaggerated and misrepresented [R. p. 6].
- Final Verdict: The court awarded \$1,500 for painting to address “harsh cat pee odor” [R. pp. 11, 12].
- Transcript: James Hatton testified no urine smell was present (R. p. 53, lines 11-18). Joan Brown said the apartment was in good condition (R. p. 75, lines 9-11). Appellant testified to thorough cleaning with bleach (R. p. 83, lines 4-12).
 - Preservation:

- Raised to and Ruled Upon: Raised via testimony (R. p. 53, lines 11-18; R. p. 75, lines 9-11, R. p. 83, lines 4-12) and ruled on (R. p. 11, 12).
- Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 83, lines 4-12].
- Sufficient Specificity: Specified three witnesses' testimony on clean condition (R. p. 53, lines 11-18; R. p. 75, lines 9-11; R. p. 83, lines 4-12).
- Conclusion: Preserved [R. p. 6; R. p. 53, lines 11-18; R. p. 75, lines 9-11; R. p. 83, lines 4-12; R. p. 11, 12].

12. Title: Non-Itemized and Undisclosed Awards Lack Credible Evidence and Prejudiced the Appellants [Appellant Brief, p. 30].

- Answer and Counterclaim: Appellants claimed Respondent failed to provide a requested list of repairs prior to leaving and that Plaintiff had "doubled billed in its invoice and demanded Defendants to pay [R. p. 6].
- Final Verdict: The court relied on a non-itemized invoice for painting and cleaning awards [R. p. 10].
- Transcript: Appellant Stephanie Hatton Pro se questioned non-itemized cleaning charges (R. p. 37, line 14- R. p. 38, line 17). Seabrook confirmed sending a post-move-out list (R. p. 46, lines 5 - 21). Appellant noted non-disclosure of receipts prejudiced its defense (R. p. 29, lines 12-14; R. p. 37, lines 13-19).
- Preservation:

- Raised to and Ruled Upon: Raised via testimony (R. p. 37, line 14- R. p. 38, line 17; R. p. 29, line 14; R. p. 37, lines 13-19) and ruled on (R. p. 10).
- Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 37, line 14- R. p. 38, line 17].
- Sufficient Specificity: Specified non-itemized invoices and prejudice (R. p. 37, line 14- R. p. 38, line 17; R. p. 29, line 14).
- Conclusion: Preserved [R. p. 6; R. p. 29, line 14; R. p. 37, line 14- R. p. 38, line 17; R. p. 46, lines 5-21; R. p. 10].

13. Title: Landlord's Failure to Maintain HVAC System Negates Tenant Liability for Painting Award [Appellant Brief, p. 32].

- Answer and Counterclaim: Appellants denied owing damages and alleged that Plaintiff's damage claims were exaggerated and misrepresented, and "charged for damages that plaintiffs representatives caused" [R. p. 6].
- Final Verdict: The court awarded \$1,500 for painting, ignoring HVAC neglect [R. p. 11, 12].
- Transcript: Appellant testified Respondent refused HVAC repairs, causing humidity and mold (R. p. 88, line 17- R. p. 89, line 6). James Hatton attributed warped walls to HVAC issues (R. p. 50, line 17-R. p. 53, line 7).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 88, line 17- R. p. 89, line 6; R. p. 50, line 17-R. p. 53, line 7) and implicitly ruled on (R. p. 11).

- Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 88, line 17- R. p. 89, line 6].
- Sufficient Specificity: Specified HVAC neglect causing mold ((R. p. 88, line 17- R. p. 89, line 6);).
- Conclusion: Preserved [R. p. 6; ; R. p. 50, line 17-R. p. 53, line 7; R. p. 88, line 17- R. p. 89, line 6; R. pp. 11, 12].

IV. Counterclaim for Restitution

14. Title: The Circuit Court Erred in Failing to Award Triple the Security Deposit Under S.C. Code Ann. § 27-40-410(b) for Respondent’s Failure to Provide Itemized Notice Within Thirty Days [Appellant Brief, p. 34].

- Answer and Counterclaim: Appellants sought triple the security deposit for non-itemized notice and exaggerated claims [R. p. 6].
- Final Verdict: The court deducted the \$1,050 security and \$900 pet deposit but didn’t rule on the counterclaim [R. p. 13].
- Transcript: Appellant challenged non-itemized invoices (R. p. 37, line 14- R. p. 38, line 17) and exaggerated claims (e.g., AC units, R. p. 35, line 8 – R. p. 36, line 6; painting, R. p. 88, line 17- R. p. 89, line1). Appellant noted the pet deposit omission (R. p. 83, lines 20-22). Joan Brown supported retaliatory eviction (R. p. 72, line7- R. p. 73, line 2020).
- Preservation:
 - Raised to and Ruled Upon: Raised via testimony (R. p. 35, line 8- R. p. 35, line 8- R.p. 89, line 1; R. p. 83, lines 20-220 and partially considered via reduced damages (R. p. 10-11).

- Raised by Appellant: Timely Manner: Raised in Answer and at trial [R. p. 6; R. p. 35, line 8- R. p. 89, line1].
- Sufficient Specificity: Specified non-itemized notice and harassment (R. p. 37, lines 14 - R. p. 24, line 17; R. p.87, line 6-14).
- Conclusion: Preserved [R. p. 6; R. p. 35, line 8- R. p. 89, line 1;R. p. 83, lines 20-22; R. p. 10-11]

No Rule 59(e) Motion Was Required for Issues Ruled Upon

Respondent's claim that Appellants failed to preserve issues by not filing a Rule 59(e), SCRCP motion is meritless. A Rule 59(e) motion is only required for issues raised but not ruled upon by the trial court. *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). The Final Verdict (pp. 1–5) explicitly ruled on Issues 1–13 (rent, AC, painting/cleaning awards) and implicitly denied Issue 14 (counterclaim) by deducting deposits without awarding triple damages. Appellants pro se status warrants leniency in preservation, per *Herron v. Century BMW*, 395 S.C. 461, 465, 719 S.E.2d 640 (2011). Thus, all issues were preserved without a Rule 59(e) motion

Conclusion

For the foregoing reasons, Appellants respectfully request that this Court find the respondent's Statement of Facts misleading and unsupported by the record. The respondent's inflated \$11,700 rent claim misrepresented the lawful amount, resulting in an improper filing in the Court of Common Pleas, violating S.C. Code Ann. § 22-3-10 and prejudicing Appellants through higher court costs and fees. Appellants' objections and arguments, were properly preserved as detailed in this reply, and the respondent's

non-preservation claims are abandoned due to lack of specific citations (State v. Dunbar, 356 S.C. 138, 142, 587 S.E.2d 691 (2003)). Accordingly, Appellants request that this Court reverse the trial court's awards for rent (\$1,300), AC/heater (\$495.72), and painting/cleaning (\$1,800), grant their counterclaim for triple the security deposit under S.C. Code Ann. § 27-40-410(b), and remand the case to the magistrate court for proper adjudication, ensuring due process and fairness.

Respectfully submitted, October 10, 2025

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