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

RECEIVED
OCT 13 2025
SC Court of Appeals

Case No. 2025-000445

Sam Investment Properties, LLC, n/k/a

Archangel Investments, LLC,.....Respondent,

v.

Stephanie Hatton and Brandon Deubell,.....Appellants.

Record On Appeal

Stephanie Hatton Brandon Deubell
2379 Clandon Dr.,
Myrtle Beach, South Carolina 29579
(843) 780-0299 (843) 213-8262
Appellants Pro Se

Jay G. Anderson
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Attorney for Respondent

RECORD ON APPEAL

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ELECTRONICALLY FILED - 2022 Dec 20 10:13 AM - HORRY - COMMON PLEAS - CASE#2022CP2608003

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NUMBER: 2022-CP-26-_____
SAM INVESTMENT PROPERTIES, LLC. n/k/a ARCHANGEL INVESTMENTS, LLC)	)	
Plaintiff,	)	**SUMMONS**
vs.	)	
STEPHANIE HATTON and BRANDON DEUBELL,	)	
Defendants.	)	

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to respond to the COMPLAINT in this action, a copy of which is hereby served upon you, and to serve a copy of your ANSWER to the Plaintiff upon the subscriber at Post Office Box 969, Murrells Inlet, South Carolina 29576 within thirty (30) days after service hereof, exclusive of the date of such service; and if you fail to respond to Plaintiff within the time aforesaid, the Plaintiff in this action will apply to the Court for a judgment by default for the relief demanded in the Complaint.

ANDERSON LAW, LLC

s/ JAY G. ANDERSON

JAY G. ANDERSON
4447 Highway 17 Business, Suite 101
Post Office Box 969
Murrells Inlet, South Carolina 29576
Telephone: 843/545-6001
Email: jga@jayganderson.com
Attorney for the Plaintiff

December 20, 2022

ELECTRONICALLY FILED - 2022 Dec 20 10:13 AM - HORRY - COMMON PLEAS - CASE#2022CP2608003

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NUMBER: 2022-CP-26-_____
	)	
SAM INVESTMENT PROPERTIES, LLC. n/k/a ARCHANGEL INVESTMENTS, LLC)	)	
	)	
Plaintiff,	)	
	)	**COMPLAINT**
vs.	)	
	)	
STEPHANIE HATTON and BRANDON DEUBELL,	)	
	)	
	)	
Defendants.	)	
	)	

The Plaintiff complaining of the Defendants would allege as follows:

1. Plaintiff is a corporation organized and existing under and by virtue of the laws of the State of South Carolina.
2. Upon information and belief defendants are citizens and residents of Horry County, South Carolina.
3. That on or about March 18, 2020, with addendums dated March 26, 2021 and February 1, 2022, Defendants did enter into a lease with Plaintiff for that certain property located at 1702 Holly Drive #201, North Myrtle Beach, South Carolina.
4. Rent due under the lease was $1,300.00 per month at the time the Defendants broke their lease with Plaintiff. Plaintiff subsequently had the Defendants evicted from the premises pursuant to that certain action in the Magistrate Court for Horry County.
5. The Defendants thereafter vacated the premises.
6. That there is now due and owing under the lease agreement between the parties the total sum of $14,766.44 (comprised of nine months of rent totaling $11,700.00, damages of $4,116.44, minus the security deposit of $1,050.00).from Defendant to Plaintiff.

7. Demand is hereby made upon Defendants for the full amount due under the lease and for the cost of repairs to the property as set out above.

WHEREFORE, Plaintiff prays for judgment against Defendants for the full amount now due, plus post-judgment interest at the legal rate, the costs of this action, including reasonable attorney's fees as allowed by law, and for such other and further relief as the Court may deem proper.

ANDERSON LAW, LLC

s/ JAY G. ANDERSON
JAY. G. ANDERSON, ESQUIRE
SC Bar Number: 14295
Anderson Law, LLC
Post Office Box 969
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843/545.6001
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ATTORNEY FOR PLAINTIFF

December 20, 2022

Murrells Inlet, South Carolina

ELECTRONICALLY FILED - 2022 Dec 20 10:13 AM - HORRY - COMMON PLEAS - CASE#2022CP2608003

case # 2022CP2608003 **Defendants answer**

1. Plaintiff Sam Investments is a dissolved Corporation under South Carolina law and Archangel seems to have discrepancies on its filing forms

2. Defendants admit to being citizens and residents of Horry County.

3. Defendants admit to entering into lease and added addendums with Plaintiff for 1702 Holly dr #201 North Myrtle Beach

4. Defendants admit that rent was $1,300.00 per month. Defendant denies breaking lease. Plaintiff started eviction under late payment , south carolina **27-40-710 B, negating addendum number 4 where plaintiff allowed for late payment of rent with stipulations and late fees as consideration. Defendant agrees that Plaintiff terminated lease through eviction . All rent was paid up to date of eviction. Defendant did not raise defense with added addendum at the time.**

5. Defendants agree they vacated property according to Court order

6 Defendants Denies owing any part of lease agreement being terminated by the Plaintiff , *In addition no actual* **damages** occurred for rent , The property in question has been rented and for more money. Property above was taken off the market on 7/7/22 at @1500.00 per month . Defendants also deny any damages at this time as plaintiff has exaggerated claims, misrepresented damage and voided verbal authorization of property by Plaintiff represenative, charged for damages that plaintiffs representatives caused . Defendants had asked for a list of repairs prior to leaving, Plaintiff failed to supply Defendant with that list . In addition Plaintiff has not mentioned that there was a non refundable pet deposit fee regarding any of the claims plaintiff has made for billing regarding pets . Plaintiff has also doubled billed in its invoice and demanded Defendants to pay.

7. Defendants refuse demand of the Plaintiff's complaint and seek restitution under **SECTION 27-40-410 b, 3x the amount wrongfully withheld and reasonable attorney fees.**

Wherefore Defendants do Pray for relief from rent under lease agreement, all wrongly withheld security deposit as well as from false exaggerated claims and damages to said property caused by Plaintiffs representatives or other, reasonable attorney fees and the cost of this action and all other relief the Court deems proper.

Stephanie Hatton

Stephanie Hatton

Defendants

2379 Clandon Drive,
Myrtle Beach, S.C. 29579

1/19/23

843-780-1916

Brandon Duebell

Brandon Duebell

843-995-3325

FILED
HORRY COUNTY
2023 JAN 19 P 3:12
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

ELECTRONICALLY FILED - 2023 Feb 15 5:43 PM - HORRY - COMMON PLEAS - CASE#2022CP2608003

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF HORRY	)	CIVIL ACTION NUMBER: 2022-CP-26-8003
SAM INVESTMENT PROPERTIES, LLC. n/k/a ARCHANGEL INVESTMENTS, LLC)	)	
Plaintiff,	)	**REPLY TO COUNTERCLAIM**
vs.	)	
STEPHANIE HATTON and BRANDON DEUBELL,	)	
Defendants.	)	

The Plaintiff, responding to Defendants' Answer, would allege as follows:

1. Plaintiff herein reaffirms and reiterates all allegations of the Complaint in this Reply, denies the allegations of the Counterclaim inconsistent therewith, which are specifically denied, and demands strict proof thereof.
2. The allegations of paragraph 6 are denied in part and admitted in part; Defendant may be entitled to a reduction in the number of months for which rent is due.
3. The allegations of paragraph 7 are denied, and strict proof demanded thereof.

WHEREFORE, having fully responded, Plaintiff prays for Defendants' counterclaim to be dismissed in its entirety and judgment against Defendants for the full amount now due, plus post-judgment interest at the legal rate, the costs of this action, including reasonable attorney's fees as allowed by law, and for such other and further relief as the Court may deem proper.

ANDERSON LAW, LLC

s/ JAY G. ANDERSON
JAY. G. ANDERSON, ESQUIRE
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ATTORNEY FOR PLAINTIFF

February 15, 2023

Murrells Inlet, South Carolina

ELECTRONICALLY FILED - 2023 Feb 15 5:43 PM - HORRY - COMMON PLEAS - CASE#2022CP2608003

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 15TH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	CASE No.: 2022-CP-26-08003
	)	
Sam Investment Properties LLC, et al	)	
	)	
Plaintiff,	)	
vs.	)	**VERDICT AND ORDER**
	)	
Stephanie Hatton, et al,	)	
	)	
Defendant.	)	
	)	
	)	

THIS MATTER came before the court on January 27, 2025, for a non-jury bench trial. The Plaintiff was represented by Jay Glenn Anderson, Esquire, and the Defendant was pro se. After hearing testimony from witnesses from both sides and receiving evidence from both sides, the court makes the following findings:

Brief Facts

The Defendants entered into a lease agreement with the Plaintiff to lease an apartment in North Myrtle Beach, South Carolina, beginning on April 1, 2020, and running through March 31, 2020. Among other things, the lease agreement outlined the obligations of the Defendants and Plaintiff and provided for a process upon termination of the lease. It also provided for the award of attorney fees if one of the parties should take legal action. The lease also provided that the Defendants would pay the Plaintiff a security deposit and a non-refundable pet deposit. Additionally, the lease provided for the procedures to be followed in the event of non-payment or late payment of rent.

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On March 29, 2021, the parties signed an addendum to the original lease, as provided for in the original lease. The addendum required another pet deposit, raised the rent, and required that any non-functioning vehicles on the property be either removed or repaired. Effective April 1, 2022, the parties entered into another addendum to the lease. This addendum required an additional pet deposit and limited the number of pets in the apartment to three. The addendum also provided for an increase in the rent, as well as an increase in the late fee for late rental payments. There was also a provision that the Defendants had to keep the laundry room and trash area clean and free of debris, and that all trash had to go out on Monday mornings. It is apparent from the testimony that the Defendants had multiple cats in the apartment during their tenure there.

It appears from the testimony that the Defendants were evicted from the property for non-payment of rent, in July of 2022. The property manager testified that the Defendants left the apartment in "disrepair." The Plaintiff submitted thumbnail photos and an itemized invoice into evidence, showing several actions that it purportedly had to undertake in order to bring the apartment back into rentable condition. That invoice originally totaled $14,766.44. The Plaintiff attributed the need for these repairs to the Defendants and the condition in which they left the apartment. These actions ranged from changing a light bulb, to a deep cleaning and painting in order to remove a "harsh cat pee odor" in the apartment. A significant point of contention during the trial was the issue with the apartment's two air conditioner window units. Some of the buttons on the units were non-functional. The units worked, but they were unsightly, and on one of them, the temperature could not be adjusted. The property manager stated that she could not rent the apartment with them in that condition. The Plaintiff was able to rent the apartment to someone else in August of 2022, thus mitigating the months of lost rent it originally sought from the Defendants, and substantially reducing the original amount of money asked for.

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The Defendant and her witness, her father, attempted to refute much of the Plaintiff's testimony which attributed damage to Defendant. The Defendant's father testified that he has many years of experience in the construction field. Notable, he testified that the issue with the bedroom door warping was attributed to the fact that molding around a door was not proper, thus causing condensation in the bedroom. This would have been when the cold air in the bedroom cooled one side of the room, while hot air on the other side kept the other side of the door very warm or hot. The photos of that room showed warping of the walls and door. He also testified, among other things, that he had to fix the screens in the apartment because they were not properly installed. The co-defendant, however, was not present for the hearing, and therefore did not testify or provide evidence.

Another witness called by the Defendant was her mother, an employee of the rental company. The mother outlined a unique set of circumstances involved in this case, as the owner of the apartment was her boyfriend at the time. Apparently, issues would arise whenever the two would argue, because the mother would leave their mutual home, and go stay with her daughter, the Defendant. One of the issues in the case was the painting of a porch on the apartment. Plaintiff is attempting to collect from Defendant, the money it paid to remediate that paint job. Of note in her testimony, the Defendant's mother testified that she is the one who painted the porch, at the direction of the owner, her boyfriend. She also testified that, upon the eviction of the Defendant, she had to remove garbage, repair and repaint moldings and floors, and had to repair screens. This was done in the course and scope of her employment with the Plaintiff's property management company. The also stated that the apartment was in good condition when the Defendants left it.

In her testimony, the Defendant testified that the shelving in the storage area, which was the subject of "junk removal" in the invoice, was in the apartment when they moved into it. She

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ELECTRONICALLY FILED - 2025 Feb 04 12:00 PM - HORRY - COMMON PLEAS - CASE#2022CP2608003

also stated that the hooks on the refrigerator were there as well. She did, however, admit to several items in the invoice. Those items include, dirt under the refrigerator, the fire alarm, the globe on the light in the living room, the blinds, undercabinet lighting, and the broken bar on the refrigerator door.

At the end of the case, the Plaintiff stated that it was seeking $3366.44 in damages. It did not specify how it arrived at that figure. Plaintiff is also seeking attorney fees of $7,050.00, as provided for the lease agreement.

Specific findings

After consideration of all of the testimony, the arguments, the purported repairs with subsequent costs, and the photos, the court finds damages for the Plaintiff in the following:

Cleaning the apartment, and under refrigerator	$300.00
Reattaching light/globe	$35.00
Repairing blinds	$45.00
Reattach outlet under AC unit	$20.00
Install smoke detector	$65.00
Repair refrigerator	$65.00
Under cabinet lighting	$80.00
Kilz and repainting	$1,500.00

Reseeded lawn from broken down vehicle	$75.00
One month's rent	$1,300.00
One window AC unit	$495.72
Less security deposit	-$1,050.00
Less Pet Deposits	-$900.00
Total award for damages	$2,030.72

Attorney's Fees

In awarding attorney's fees, the court must look to the factors set forth in the case of Atkinson v. Atkinson, 279 S.C. 454, 309 S.E.2d 14 (Ct. App 1983). Those factors are as follows: (1) the nature, extent, and difficulty of the legal services rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the beneficial results accomplished; and (6) the fee customarily charged in the locality for similar legal services.

The Court finds that the attorney fees are proper in this case. The legal action was necessary, as it appears to be the only way that the Plaintiff would be able to collect any damages in this case. The time devoted to the case, and the fee for similar services are consistent. Plaintiff's counsel enjoys good standing in the legal community, and has practiced for over thirty years. There appears to be no contingency in this case, and counsel achieved a positive result for his client. Therefore, the court find that the attorney's fees requested are reasonable, and awards Plaintiff $7,050.00 in attorney's fees, as contemplated by the lease agreement.

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The total award to the Plaintiff in this case, considering the damages and the attorney fees is $9,080.72, for which the defendants are jointly and severally liable.

IT IS SO ORDERED

31 January 2025

The Honorable David P. Caraker, Jr.
Resident Judge, 15th Judicial Circuit

ELECTRONICALLY FILED - 2025 Feb 04 12:00 PM - HORRY - COMMON PLEAS - CASE#2022CP260803

FORM 9

LETTER TO CLERK OF LOWER COURT

FILING NOTICE OF APPEAL

February 26,2025

The Honorable *Renee N. Elvis*
Clerk of Court for Horry County
1301 2nd Ave,
Conway, SC 29526

RE: Sam Investment LLC n/k/a Archangel Investments LLC, Respondent

v.

Stephanie Hatton and Brandon Deubell, Appellant,

Case No. 2022-CP-26-08003

FILED
HORRY COUNTY
2025 MAR -4 P 2:05
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Dear Clerk of the Court:

Enclosed for filing is a Notice of Appeal in the above case.

Sincerely,

Stephanie Hatton (843) 780-1916
Brandon Deubell (843) 213-8262
2379 Clandon Dr, Myrtle Beach S.C. 29579
Stephaniebrandon777@gmail.com
Appellant, Pro Se

Cc :Jay G. Anderson

4447 Highway 17 Business, Suite 101
Post Office Box 969
Murrells Inlet, South Carolina
29576
Attorney for Respondent
(843) 545-6001
Email: jga@jayganderson.com

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM HORRY COUNTY
Court of Common Pleas

David P. Caraker, Resident Judge

FILED
HORRY COUNTY
2025 MAR -4 P 2:05
RENEE N. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

Case No. 2022-CP-26-08003

SAM INVESTMENT PROPERTIES, LLC.) n/k/a ARCHANGEL INVESTMENTS, LLC — Respondent,

v.

Stephanie Hatton
Brandon Deubell — Appellant.

NOTICE OF APPEAL

Stephanie Hatton and Brandon Deubell appeals the order [judgment] of the Honorable David P. Caraker dated January 31, 2025. Appellant received written notice of entry of this order [judgment] onFebruary 4th,2025

February 25, 2025

Stephanie Hatton (843) 780-1916
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Stephaniebrandon777@gmail.com
Appellant, Pro Se

Other Counsel of Record:
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P R O C E E D I N G S

THE COURT: 2022-CP-26-08003, Sam Investment Properties, LLC, et. al, versus Stephanie Hatton, et. al. This is a proceeding for debt collection; is that correct?

MR. ANDERSON: That is correct, Your Honor.

By way of background, this is a collection under a lease agreement where the tenant was evicted, and we have brought this suit for damages and repairs to the unit.

We would call our first witness, Katie Seabrook.

(KATIE SEABROOK, having been duly sworn, testified as follows:)

DIRECT EXAMINATION

BY MR. ANDERSON:

Q Where do you currently work?

A I work for Ocean Tropics Investments, which used to be Sam Investments, and the property management company also, Rapid Response and Repair.

Q And that is a property management that handles rental units in and around North Myrtle Beach?

A Yes.

Q And did you have occasion at one time to have

a tenant named Stephanie Hatton and Brandon Deubell?

A Yes.

Q And does this look like the lease that they had signed?

A (Witness examines document.) Yes. This is the original lease.

Q And the lease term began, when? On the first page at the top.

A April 1, 2020.

Q And during the term of this lease, were there addendums made?

A Yes.

Q And I believe I handed you those as well, behind the lease.

Was there an addendum to the lease dated March of 2021?

A Yes.

Q And the purpose was to increase the rent; is that correct?

A Yes.

Q And that raised it from $1,050 to $1,100 per month?

A Yes.

Q And it provided other provisions as well?

A It did.

Q Were there additional pets that were addressed?

A Yes. We were asking them to pay an additional $300 for an additional pet that they had in the unit.

Q And then behind that was an addendum dated February 1st of 2022?

A Yes.

Q And the purpose of that addendum?

A That was also to raise the rent, and also to increase the late fees. We also were asking them to agree to have no more than three pets residing in the unit, and just to reiterate that we needed the rent check to be sent or postmarked by the 5th of the month. We also asked that they have no non-functioning vehicles at the property, and that they kept the laundry room free from debris, as it was a shared space between the downstairs and upstairs units.

MR. ANDERSON: At this time, I would introduce the lease agreement and the two addendums to the lease together as Exhibit 1.

THE COURT: Any objection?

MS. HATTON: No, Your Honor.

THE COURT: So I can -- we just kind of delved into this. You are Ms. Hatton?

MS. HATTON: Yes.

THE COURT: You are Mr. Deubell?

MR. JAMES HATTON: I'm a witness, and Stephanie's father.

THE COURT: Neither are attorneys?

MR. JAMES HATTON: That's correct.

THE COURT: All right. I just wanted to make sure that I had my head around exactly what was going on here.

So no objection to the lease being introduced into evidence?

MS. HATTON: No, but....

THE COURT: Entered without objection.

(Plaintiff's Exhibit 1 marked and admitted.)

MR. ANDERSON: Thank you, Your Honor.

Q During the term of the second addendum to the lease, did you have an occasion, through your management company, to have the tenants removed?

A Yes -- well, we did an eviction hearing.

Q You did an eviction hearing, and they subsequently moved out?

A Yes.

Q And about what time frame was that that they

moved?

A I believe it was within a five-day period. They were supposed to move out within a five-day period, but I believe they moved out on the third -- the third day. It was July.

Q Summer of what?

A 2022.

Q 2022. And the addendum to the lease, to refresh my memory, that started in April?

A Yes.

Q So April, May, June, they probably paid three months, and there was a balance of, say, nine on the lease?

A Yes.

Q And once they vacated, did you go into the unit to inspect?

A Yes.

Q And how did you find the unit when you went in there? Was it broom-swept condition as the lease requests?

A The unit was in disrepair. There were many items that I had to take pictures of, and that I know we did send to Stephanie and Brandon. We wanted to collect, you know, the price -- what we're looking for is the price what we had to pay

out to get those repairs taken care of.

Q And were you -- you had a cleaning fee. Did you have a cleaning company come in or cleaning people?

A Yes.

Q Who was that, and how much did you pay?

A I believe it was -- her name was Rhonda Hucks, and it was $300.

Q Is this your file?

A Yes. I didn't bring it up here.

MR. ANDERSON: Your Honor, may the witness have her file at her disposal?

THE COURT: Would that help you with your testimony?

THE WITNESS: Yes. It's been a while.

MR. ANDERSON: I apologize. I forgot to tell you to take it with you.

Q Referring to your notes, you said a cleaning company --

A Rhonda Hucks.

Q Rhonda Hucks.

A Yeah. She came in and did a basic cleaning, because we wanted it just to be a little bit clean before the people came in to do the repairs. We knew we would have to have her come back to clean

it before we had another tenant come in from the repairs.

Q And how much, total, did you pay her? Can you tell from your --

A $300.

Q And you have canceled checks, or what is your noting?

A I do. I have two canceled checks, and then we paid her a hundred dollars in cash, which I have the receipt for.

Q And that was for cleaning?

A Yes.

Q Were there repairs that needed to be done or removal of junk?

A Yes. There was junk left behind and repairs done as well.

Q And, again, did the management company hire someone to do that?

A Yes.

Q Would that have been Stephen Cramer(phonetic)?

A Yes. We hired Stephen Cramer and Andy Marshal to do those repairs.

Q And you have canceled checks as well showing how much you would pay them?

A Yes.

Q And did you have a total for the amount you paid for junk removal and repairs?

A Yes. It totaled, $2,825.

Q And was there AC units in that rental unit?

A There were two AC, slash, heat units.

Q Were they window units?

A They were window units.

Q And they both needed to be replaced?

A Yes.

Q And the total cost on that replacement?

A $991.44.

Q And were there -- was there any painting or repairs that required expenditures by the plaintiff in this matter or by the management company?

A This was all that we paid out to have repaired.

Q And they moved out the first of July -- or first week of July, whatever, but there was no July rent paid?

A That's correct.

Q And the rent at that time?

A Was $1,300.

Q And you were subsequently able to put someone in that unit?

A Yes.

Q And do you know when that new lease started?

A August 1st, 2022.

Q So in addition to the cleaning and the repairs and the one month's rent, there is no additional costs that you are trying to recover?

A No.

Q Now, you did have to hire an attorney to bring this action?

A Yes.

Q And you all paid a significant amount?

A Yes.

MR. ANDERSON: And, Your Honor, there is several attorney fee affidavits, because this was meant to be heard several times. This is like the fourth time with it before the Court. So we'll stay with the last attorney fee affidavit, which is around $7,000 on that.

Q **(BY MR. ANDERSON)** Did you -- was there a security deposit which was applied?

A Yes.

Q And how much was the security deposit?

A $1,050.

Q Was there a pet deposit as well?

A There was. Three payments of $300 each,

totaling $900.

Q And once the security deposit was removed, subtracted, from the balance due, and the pet deposit was subtracted, what is the total that you have remaining under this account?

A $3,366.44.

Q Plus attorney's fees?

A Correct.

Q And that is what you are seeking here today?

A Yes.

Q And just a couple other -- little bit of testimony. While the tenants were there, Ms. Hatton and Mr. Deubell, did you ever have any need to send them warning notices regarding anything?

A Yes. We sent them a total of 15 notices. Fourteen notices were regarding late payments of rent. And additional to the rent, on some of those notices, were things that we became aware of; as in, additional pets in the unit that they were not supposed to have, or there was an abandoned vehicle on the property that we were asking them to remove, and there was a few other -- it was mostly the rent. Mostly for the rent.

Q For various deficiencies, you did give them

notice?

A Yes.

Q And you told me this morning that it was about 15 notices?

A Yes.

Q And you have copies of all of those deficiencies as well?

A I do.

Q Do you have copies of the canceled checks with you in your file for the repairs?

A Yes.

Q Could I have those?

MR. ANDERSON: As a group, I would introduce those, Your Honor.

THE COURT: Any objection?

MS. HATTON: I don't know. I can't see what it is.

THE COURT: He's going to show you what he's talking about.

MS. HATTON: Okay, because I don't know.

THE WITNESS: That's the cleaning, and then these are the repairs that were done. And this is not a canceled check, just how much the ACs cost us.

MS. HATTON: So why are you putting in

canceled checks when they haven't gone through to this person?

MR. ANDERSON: And this is a copy of the AC that was replaced. And these are canceled checks to the repair company that removed -- removed junk and did repairs.

MS. HATTON: I have two questions, and I still object to this. The checks were canceled, meaning that they didn't pay Rhonda Hucks, or whoever. So, honestly, I find this is irrelevant.

Also, the AC unit doesn't show a receipt to it, and why did it have to be replaced? It wasn't broken. Nothing was wrong with it. The only thing was wear and tear on the front of it.

THE COURT: Ms. Hatton, I understand you have a lot you want to get out. I understand that.

MR. ANDERSON: Your Honor, we move to introduce these.

THE COURT: I need to figure out if you have any specific objections to the documents that he's trying to introduce, and what the foundation for that objection is.

MS. HATTON: I see it is kind of irrelevant. If they had paid someone, and it wasn't a canceled check, and it had gone through, then I could see

why it would be billing. But why would a canceled check be in, because it doesn't prove that they paid anything? It just shows it was canceled and not deposited into the person's account.

MR. ANDERSON: Perhaps that is a misunderstanding on my part. By "canceled," I mean that they were paid checks.

THE COURT: That is my understanding of a canceled check as well. It has gone through the bank, and it has been paid.

MS. HATTON: Okay. I mean, sure.

THE COURT: You're objection is noted for the record. Thank you.

(Plaintiff's Exhibit 2 marked and admitted.)

MR. ANDERSON: I have no further questions of Ms. Seabrook.

THE COURT: Ms. Hatton, you may ask any questions that you may have for her.

CROSS EXAMINATION

BY MS. HATTON:

Q So, when this was first filed, no rent was put into the case, nothing was shown. It said that I owed the full amount of rent, even though it was rented. When exactly was it rented out? Because when we rented out ours, it was in the middle of

March. The lease officially started a full month, since that is what you wanted. I was curious, when did they start paying rent rather than having the lease?

A August 1, 2022.

Q Are you positive that they didn't rent it out before that? Because I kind of have other evidence that shows otherwise.

A The lease agreement started August 1 of 2022.

Q When did they occupy the unit?

A August 1, 2022.

THE COURT: If you have some documents or something like that that you would like to show Ms. Seabrook, you are welcome to do that, or if you have a witness that you would like to call during your case in chief.

MS. HATTON: I do have a witness.

THE COURT: You can do that when your case is on for your case in chief.

MS. HATTON: Can I ask another question?

THE COURT: Yes, ma'am. You can ask her as many as you want.

Q Who painted the porch?

A The porch was painted, I believe, by Andrew Marshal after you guys moved out.

Q No, before. Who painted the porch before we moved out?

A Joan Brown.

Q Why did you say I painted it?

A Who?

Q Me. You said I painted it.

Who is Joan Brown?

A Joan Brown is your mother.

Q And who else is Joan Brown?

A Joan Brown is your mother, and Joan Brown is the ex-girlfriend of somebody that I work with.

Q And who was Joan Brown, as well as -- was she an employee at Rapid Response and Repair at that time?

A She was an employee only when -- she wasn't a contractual employee. She was just an employee that did stuff when we needed stuff to be done that she agreed to help with.

Q How did Joan Brown pay for the porch, and who did she speak to about painting the porch?

A She spoke to Joseph Susa (phonetic) about painting the porch, I believe. But I was not there for this conversation. As I'm a property manager, I have to agree to everything being done. I wasn't there for that conversation. I wasn't privy if

they agreed or if they did not agree. I do know that Benjamin Moore called me stating she got paint, and if it was authorized. When I called the owner of the property -- who is not Joe Susa -- they said she's not authorized to do that job; therefore, I had to tell you guys she wasn't authorized to do it, and that the paint needed to be returned.

Q So Jose Susa did not contact you for the paint? He didn't tell you, hey, I need the paint back, please get it from Stephanie because Joan has it?

A The owner told me that she wasn't supposed to do that job.

Q Who was the owner then?

A Antonio Sentayo (phonetic).

Q Who else shared ownership with that property?

A Nobody.

Q Are you sure?

A Yes.

Q What was the total amount of rent that the new tenants paid?

A Altogether or --

MR. ANDERSON: I object to that, because we're looking for rent under the existing lease,

not a future least that she is not a party to.

THE COURT: You are not seeking damages under that lease?

MR. ANDERSON: We're not seeking damages under a new lease with a new tenant, if I understand her question. We are seeking the -- we were, initially, seeking the balance under the lease, but they were able to relet the apartment, so we were seeking one month, which was the amount given under the second addendum.

THE COURT: Sustain your objection. If you want to rephrase your question, you are more than welcome to do so.

MS. HATTON: Okay.

Q What was the monthly rent that they paid for?

A They rented it for $1,500.

Q What was the monthly amount that I ended on?

A $1,300.

Q So you would agree you got a $200 profit each month?

A I would say there was a $200 increase in the rent.

Q But it is profitable since, you know --

A I can't say it was profitable or not, because the property -- I don't have the ledgers for the

property in front of me.

MR. ANDERSON: Again, Your Honor, I would object because we simply are looking for repayment of the amount due under this lease, not under another tenant or another lease.

THE COURT: All right. I understand. Sustain that objection.

I understand what you are getting at, Ms. Hatton. I think -- and correct me if I'm wrong -- I think what is at issue here is the amount of rent that was owed between the time that you guys moved out and the time that a new person rented a unit. Is that fair to say?

MR. ANDERSON: I believe it is. And as my witness has testified, the defendants moved out the first week of July. You re-rented it in August, so we're just looking for the July rent.

THE COURT: And your point, Ms. Hatton, is that the rent went up $200?

MS. HATTON: Yeah. Yeah. And the fact that they profited from the rent around $1,800 after -- which would have been more than them, then the month that we weren't living there. But, also, they breached and terminated the lease. I didn't. Because when I went there last time, she told me

that they could terminate it, but that they would be the ones terminating, because it was amended -- the late fees -- in the rent.

THE COURT: And I'll give you a chance to make a closing statement. I'll let you do that. You can just ask Ms. Seabrook any more questions that you have.

Q (BY MS. HATTON) So what exactly was wrong with the AC unit that you had to replace the entire unit?

A The front screen on them was broken on both of them, and there were buttons you couldn't push all the way. And the reason we replaced them is because to re-rent to a new tenant, we don't want them to come into a unit with broken AC units, whether or not it was fully un-functional, that is not what we're arguing. It is just that we can't ask someone for $1,500 in rent coming into an apartment with broken AC units, with the screens broken. That just doesn't look right.

Q That is understandable. But wouldn't it be cheaper and easier to just replace the front screen, which is $25 to $40 online?

MR. ANDERSON: I object to that question, because it calls for speculation, first all, but

has no bearing on what happened, which was the replacement of the AC units.

THE COURT: I'll allow her a little bit of leeway there.

Q So would you agree or disagree that they were still working and functioning?

A They were still cooling and heating, yes. There were some buttons on the one in the living room to adjust the temperature. It did turn on and off.

To answer your other question about replacing screens, in this business, we don't necessarily have time to search for screens, have someone come out, put those screens on there. We need to re-rent the unit as fast as possible so we can start receiving rent and not have a loss.

Q With the damages that were listed -- I don't know if I can say this, but with the damages you listed in it, it did not seem that way. You had paint, repaint, Kilz, things you had to do to upkeep the property, but they should have been done before I moved in.

A We can't do something before you move out while there is damage still being done.

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.

Q I have a following question to that. You had to repaint the walls. Why weren't the floors done if it's from cat urine? What were they doing with that?

A They were re-pollied. The Kilz is a paint. You can't paint the floor with Kilz.

Q But what was done with the floor? Nothing?

A It was re-pollied. It was cleaned, sanded, and pollied, which takes care of the smell.

Q Why wasn't that in the damages?

A It's included in the paint price that we paid for.

Q Why was it not in the description, though?

A If I described every single thing we did in a full description, you would have received a packet probably as thick as this.

Q Well, we did. That's what happened.

A Okay.

Q How many buttons were damaged on the AC units?

A Let me take a look at my pictures.

On one of them, there was two buttons and a

display screen broken, and on another one, two buttons and a small screen on the bottom -- or one button and a screen on the bottom.

Q Which rooms were they in?

A One in the living room, and one in the back bedroom.

Q Which ones are -- which buttons in which rooms are you describing?

A I couldn't tell you the answer to that.

MS. HATTON: Is it okay if I come up here?

THE COURT: You can show the witness, yes.

MS. HATTON: I want to put this into evidence.

THE COURT: Is this something that has already been admitted?

MR. ANDERSON: I haven't seen what that is.

THE WITNESS: That is the original pictures that we sent to her.

MR. ANDERSON: Oh, yes. I've seen it. Sure. That is part of the exhibit we already put in.

Q (BY MS. HATTON) So what is exactly broken about the buttons?

A The display screen is broken on one, and the power button on the other. I do believe even though the power button was broken, it still

worked. But I believe the up and down -- the first picture, there is a button for down, to put the temperature down, that button was broken and did not work.

Q So when you say "broken" with everything, are you saying broken as in didn't work, or broken in wasn't visually appealing to the eye?

A It's broken.

MS. HATTON: Your Honor, we have something to show. We have a video.

THE COURT: Okay.

A If you look at the pictures, you can see that they are broken. I did say they are still functioning, but I can't re-rent a unit with the broken screens.

Q Ms. Seabrook, you just said that some of them didn't work properly?

A Yes. The down button didn't work properly, correct.

Q Yes. Yes. We have a video showing that it works.

A Okay.

Q Have a few more questions for you. Sorry this is taking a while.

So you were saying that there was junk

removal in there, and it seemed like you were talking about the storage unit where there is this collapsible cabinet thing, alongside hooks that were on the side of the fridge. Were there any other things that were considered "junk removal"?

A There were pans inside the stove. There were pictures, which I have, of dog food, cat food -- I'm not sure -- pet food, things of that nature that were removed. That collapsible shelving unit, yes, we did have to dispose of.

Q So what about the cabinet that was on top of the toilet? What about the hook that was also in the smaller bedroom? Were those not junk removal, or was it fine?

A No, that was part of junk removal. If you look at the pictures, they are in there.

Q No, they are not. They're not, Ms. Seabrook. You don't know how many times I've gone through this packet --

THE COURT: Ms. Hatton, I understand you have a lot you want to get out, but you have to restrict your argument to questioning at this particular point. Thank you.

MS. HATTON: Okay. I'm sorry.

A So I have a picture here of the hooks in one

of the bedrooms.

Q What about the cabinet that was on top of the toilet?

MR. ANDERSON: Your Honor, for clarification.

The pictures that you are looking at, is that part of the closing packet that you mailed to her after they moved out?

THE WITNESS: Yes.

MR. ANDERSON: You gave them a list of the deficiencies and the pictures?

THE WITNESS: Yes.

MR. ANDERSON: And that is what you are referring to right now?

THE WITNESS: Yes.

A There were hooks also on the side of the refrigerator that I have in the pictures.

Q Ms. Seabrook, may I ask another question. Were those items left behind by me, or was it part of the apartment when I moved in there?

A I believe they were left behind by you.

Q Was there a lock on the bedroom door before I moved in, and which lock was it?

A Which bedroom?

Q Main bedroom, the big bedroom.

A The one in the front or back?

Q In the back.

A There was a door handle on it with a lock on it.

Q There was one or two locks?

A I can't remember off the top of my head. I have to look back at the pictures.

Q Okay. Whenever you find them, let me know.

A Looks like there was one lock, and one lock added.

Q Which one was added and by whom?

A The top lock was added. I'm not sure how to describe which one, but the one that wasn't originally on the door. And it looks as though it was added by the tenant. I'm not sure who installed it for you guys.

Q So did -- which locks were -- which one was it?

A To my knowledge, every lock worked in the unit when we rented to you. If they weren't working, I would have needed you to contact me, and that was the biggest thing with this case, was non-communication and no contact. If you have a maintenance repair, we could have fixed anything you needed, but there was no communication about that.

Q I'm sorry. That is incorrect.

MS. HATTON: Am I'm allowed to speak while --

THE COURT: Yes.

A I have that one.

Q So which one worked, the new one or the old one that was painted over?

A When you moved in, the original lock worked.

Q What is the original one?

A The one on the bottom.

Q So you are saying that me, as a tenant, we put in a lock?

A It looks that way, yes.

Q Why would we have to put in a lock when the original worked, if we did put one in?

A I'm not sure. And if it didn't work, we would have come in and fixed it. You wouldn't have to put an additional lock. And if we did have to put in an additional lock, we would have done that.

Q Ms. Seabrook, what about the broken window that we came to you and talked to you about over the phone? Do you remember that?

A The broken window? I do remember that, yes.

Q Do you remember why it was broken?

A I don't remember why it was broken. I remember it was broken during your tenancy.

Q Do you want me to remind you?

A Sure, you can.

Q So while one of your employees painted the porch that you said that I painted, and I didn't --

A You had it painted.

Q No, I didn't.

A Well, we didn't authorize her to paint it.

Q It was Jose Susa that authorized --

A He is not the owner of the property.

Q He is a partial --

MR. ANDERSON: Object. This is badgering and speculation.

THE COURT: If you're done with the photo, I have to get you to return to your table to question the witness from there, or you are welcome to stand at the lecture, if you want to do that.

MS. HATTON: I don't know how to proceed when someone keeps lying. I'm a very honest person.

THE COURT: I understand. And I'll give you all the opportunity you want or need to make a closing argument or to rebut or refute anything that she's saying with your own evidence and your own witnesses. I'll give you as long as you need for that, okay. You don't necessarily have to do that at this minute. If she says something you

disagree with, you can note it, and then if you have evidence that you think refutes that during your particular case in chief, then you can present that to the Court, if you would like.

MS. HATTON: Okay. Is it possible to call witnesses whenever it is my turn?

THE COURT: Yes, ma'am.

MS. HATTON: Okay. Thank you.

A To state, I was not aware of any agreement between Joe and Joan. I'm the one who is supposed to be authorizing these repairs. If they made something between themselves, that doesn't have -- I had no knowledge of it. So when I get a call from the owner of the property, the actual owner -- that is who I work for -- that he does not want it painted by Joan, I have to listen to that. That's my job.

MS. HATTON: Your Honor, I'm done.

THE COURT: Redirect?

MR. ANDERSON: Just in with regard to that.

REDIRECT EXAMINATION

BY MR. ANDERSON:

Q With regard to the painting, you said Joan Brown did that while Ms. Hatton was a tenant?

A Yes.

Q So this was not post-move out?

A Correct.

Q A reference was made to various pictures, and I referred to it, but we did not introduce it. When a tenant of yours moves out, you send them a list of deficiencies, if there are any?

A Yes.

Q Is that what you are referring to with pictures?

A Yes.

Q And did it itemize the repairs and things?

A Yes.

Q Can I see what you are looking at?

A Yep.

Q And is this in the standard course of business you send this out to any tenant?

A Every tenant. Regardless if there is repairs or not, we send them a security deposit invoice or security return, and an itemized list. If there is no deductions, we put no deductions so they have proof, and we have a copy as well.

MR. ANDERSON: I would introduce this, Your Honor, as our next exhibit.

THE COURT: Any objection?

MS. HATTON: No objection.

(Plaintiff's Exhibit 3 marked and admitted.)

MR. ANDERSON: That is all, Your Honor. Plaintiff rests.

THE COURT: All right. You may step down, Ms. Seabrook. Thank you.

Ms. Hatton, if you have any witnesses, call your first witness.

MS. HATTON: I call James Hatton to the stand.

(JAMES HATTON, having been duly sworn, testified as follows:)

THE WITNESS: James Hatton. I am hard of hearing, so....

THE COURT: Okay. If you can, move your microphone. You can adjust that and make sure that he can hear. If you still can't hear after she does that, let me know and we'll make an accommodation.

THE WITNESS: Thank you, sir. And you can yell at me.

MS. HATTON: Can you hear me?

THE WITNESS: Yes.

DIRECT EXAMINATION

BY MS. HATTON:

Q So, Mr. Hatton, where were you on July 5 at

2022 at 4:00 p.m. in the afternoon?

A Around that time, we were driving to pick up mail at your old apartment. That was 1702 North Holly Drive, North Myrtle Beach.

Q You are thinking of July 7th.

A July 7th. What date are you asking?

Q July 5th -- or July 3rd.

A July 3rd. I was at your old apartment, 1702 North Holly Drive, North Myrtle Beach.

Q How were the screens? Were the screens sticking out at all?

A No.

Q Were there tears in it?

A No.

Q Any rips?

A No.

Q And had you previously done anything to the screens?

A Yes.

Q What did you do to the screens?

A On occasion, the screens would be falling out. I believe the landlord was saying it was about the cats. In any event, it didn't matter. I fixed the screens and put them in, and so by the time she left the apartment, they were all in

place. The screen issue occurred over, I think, a year's time period. So whatever they thought was damaged, cat damage, it was irrelevant. I just replaced the screens. More than likely, they fell out, because it was stapled there. It wasn't the proper procedure for putting in screens. You can do it, but the staples were rusted out, and you could see they were rusted out.

I thought maybe the cats did it, maybe they didn't, but it didn't matter. But the screens were all intact when we left that place on July 3rd.

Q I should have started with this question. Do you have any background in carpentry, and what work in screen repairs, anything like that, and what is it?

A Yes. I spent over 30 years in the construction industry. My main field is glass and metal, which would include screening, carpentry, and metal working, architectural metal. In addition, when I was younger, my father was a master electrician, and I used to run wires with him.

Q And I have another question. How was the door in the first bedroom?

A That door in the first bedroom that they have

on billing that they said had to be rehung and modified was working perfectly. As far as I'm concerned, I don't know what they modified on the door. It was impossible to modify something on a door, especially if it was working properly with the latch lined up.

Q What was the issue with the door before it was fixed?

A The door fell off its subframe, which is unusual. There is no way that the defendants could have done that. In the apartment, there was humidity. It is kind of like a wood caper, cardboard-like covering on it. So the only thing I could see -- because there was no marks on the spine to indicate that the door was modified. The only thing that it could have been is the door sounded a little soft, and when you look at the walls in the apartment, there was a ventilation problem. More or less, on a hot day and you bring a cold blast, it fogs up the door. It will fog up the glass. Same thing on that door. Because it was two separate walls where the AC was blowing against the door, and the other room was hot. So the moisture builds up between the two panels of the door, and that made it slide off of the spine,

which was unusual. I've never seen that before.

I replaced the door for them, because I knew -- it was hung perfectly. I worked -- like I said, I did doors my whole life. My last job in the union, I worked at Larry Silverstein's office in New Tower Seven, and I put all of his doors in. Didn't have any complaints about me doing work on his doors. I'm qualified to testify about this.

Q Was the central AC working? The central AC and heat working?

A No, it was not working. They had two AC units. My recollection, and in looking at the specs on the units, they were enough for 700-square-foot; however, one AC was in the bedroom probably estimating around 200-square-feet. That AC was going off. The other AC had a pull off the rest of the 500. 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.

Q What did the master bedroom wall look like?

A The paneling was warping and had stuff oozing

out of the wall. 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.

Q One second, I'm trying to find something.

MS. HATTON: Can I submit this?

THE COURT: Yes, ma'am. Show Mr. Anderson first.

MR. ANDERSON: I have no objection, but I'm not sure what it is of.

THE COURT: Lay a foundation for them, and go from there.

MS. HATTON: I have other pictures, too.

THE WITNESS: Can I get my other glasses?

THE COURT: Can you bring him his other glasses, please, ma'am.

THE WITNESS: Thank you, sir.

MS. HATTON: They are small -- I have bigger ones I'm trying to find. I have more photos.

THE COURT: You can approach, just make sure that you show Mr. Anderson first.

MR. ANDERSON: No objection.

Q **(BY MS. HATTON)** What exactly is going on in those photos on the wall? What is the issue with

the wall?

A 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 so that the plaintiff didn't have to pay for it.

I worked for management companies for a long time, and the more that you get the client to pay for, the cheaper it is for you, and more profit you make. 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.

Q And did you notice anything strange with the front door?

A Sorry?

Q Did you notice anything strange with the front door? Was there something missing on the front door or back door on the top or the bottom or the sides that allowed air flow in?

A I didn't notice the front door to the apartment -- to your apartment?

Q Yes. Was there molding missing from any of the windows or doors?

A Putty on the front windows, yes. And this is about to crack the piece of glass. I had a conversation with her, and she had basically a punch list from the company. I've done punch lists a thousand times. You see it on there. Okay. Done. Mark it off.

Glass -- I hadn't worked for a couple of years, I don't mind doing the work, and I can do it, and it's easy to do the work. She said -- she explained to the management company, and they were going to take care of it. However, as far as it being her fault, no. Putty was missing off of the bottom. Second, the putty was painted. Putty lasts for a long time, but you have to oil it. Once it's painted, you are not oiling it, and hence it falls out. The glass is held in by little points, but it is loose. Like if you are going to put a picture in a frame. The way it was described to me, how it broke, is there was nothing holding that window in place. Since it fell down on its own, the force of hitting the bottom, plus the

loose putty, that cracked that piece of glass on top. It is not hard to crack a 16th-inch piece of glass, especially if it's loose inside a setting.

As a glazer, we don't do that. We always make sure that the glass is secure in the frame and whatnot so it doesn't rattle around and take that chance to break. Like I said, I would have fixed that in two seconds. It wasn't the defendant's fault, in my opinion.

Q So in the kitchen, on the list, there was something that showed cat scratches, or it was labeled that, but I wanted to get your opinion on what they actually are. I don't know how to word this.

THE COURT: You can show him, just show Mr. Anderson.

Q **(BY MS. HATTON)** My question is: Are these cat scratches or is that something that is --

A 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. As far as damage by the defendant, no. It's not their responsibility, in my opinion.

Q From what you noticed, was there wood deterioration coming up the stairs onto the porch?

A Yes. The whole apartment needed to be painted and coming up off the porch.

Q Would you say it could be a potential safety hazard?

A I don't know about a safety hazard so long as someone is standing on it, but it is unstable. It doesn't look well.

Q So you would agree that the apartment was in a deterioration state?

A Yes. There were several things that was not done inside the apartment that I saw. You hear the testimony about the double lock, and I have to laugh. Which one do you have to replace, in my affidavit. The original lock wasn't there, as far as I knew, with it being broken, all right.

Because you could tell by the paint on the pictures. There would be two holes, minimum, for the other side to slide in. That is an indication, to me, that the first latch was not installed and not lockable. So it wasn't working when she moved in, and that is because there is no holes.

In a second lock, I don't know when or how, but it was working. So when they charged her for removing a lock, I laughed. Which lock did you remove? The working one or the broken one? I noticed the same thing happened in her bathroom that she got charged for, a piece of wood was destroyed because there was no latch. A metal piece that holds the latch in place from destroying the wood. It was never installed. There's two reasons for it. Number one, it was not recessed into the wood. Normally, the metal gets recessed into the wood. It doesn't have to be, though. The most important part was there is no screw holes for the latch, if it was there.

Again, that says it was never installed. They testified that the apartment was in good-working condition when they came in, and apparently not. But they are charging the tenant for the work they should have done. That is a --

that is my opinion. I've done this for years. And, like I said, screw holes don't lie. The one in the bedroom, it seems like it was painted over. And from what I gather, the defendants never painted over on that wall, so that is the way it was when they got it.

Q Along with the strike plate not being installed in the bathroom, was there anything that was not properly installed in the big bedroom in the back regarding the closet?

A The closet, they charged for as far as the closet pull was damaged. Well, from -- there was no damage, according to the pictures that I saw. What I did see was support. I don't know where it came from, and I can't find another one like that. It is mind boggling to me that there was no support for that pole. It wasn't proper.

In a normal support, you have -- you have coming off the wall and up on a straight run so the pressure comes down up against the wall to hold the pole up. This bracket that they had, had two creases in it. One like that, and one like that. That's more of a spring, because the weight comes down, all the way down, and not coming around the wall. So I think it was an improper application of

whatever they had in there. And that, again, was not the defendant's fault. I mean, the pole was up and nothing was off the wall, so it worked. If that is the way the plaintiff wanted to keep their things, that is fine. They put it up. It was never ripped out, from what I gather.

So, you know, they charged, again, the defendants for, I guess, a new pole, and I didn't see a new pole that was broken in there. The bracket I saw -- and that bracket, from my gathering, was on Zillow when they originally rented the apartment, so it's been up there for years.

So, no, as far as the pole goes, no, defendants are not responsible for that, in my opinion, either.

Q And I have one last question for you. On July 7th, 2022, where did you go with me, the defendant?

A I drove to your old apartment, 1702 Holly Drive, North Myrtle Beach, to pick up mail.

Q And did you notice anyone near or in the apartment I used to live in?

A I noticed furniture up on the porch to your old apartment.

Q Did you see anybody, and what kind of furniture?

A There was people there. I mean, I noticed that there was people there with furniture on July 7th.

Q So you know that people had moved in a few days after we vacated the apartment?

A It is possible. It is normal to pro-rate it, an apartment, before you sign a full lease. So someone was up there. Furniture was there. Irregardless, in my opinion of the rent issue, it is pointless, because the lease agreement went for a year-to-year, not month-to-month. They were asking for $11,700 remaining rent. Regardless if they rented the apartment -- say they didn't rent the apartment at that time period, they got $1,500 a month, which would be the equivalent of $12,000. So in their mitigation of damages, they succeeded, because they got $300 more by renting the apartment. Rent shouldn't be an issue. I don't understand. I read the lease agreement. I have a master's in business from St. John's University. I have done contracts. I've worked for the union, and I've done contracts all the time. So, no, I don't see where rent is even an issue in this.

MS. HATTON: This is all I have. Thank you.

I have another witness, too.

THE COURT: Cross examination?

MR. ANDERSON: May it please the Court.

CROSS EXAMINATION

BY MR. ANDERSON:

Q What is your relationship with the defendant?

A My daughter.

Q You've offered a lot of opinions today with regard to the status of the apartment. Did you ever live at that apartment?

A No.

Q Are you a party to the lease at that apartment?

A No.

Q And you've mentioned your history and where you have worked and all, and that's good, but you have given a lot of opinion. To your knowledge, did the tenant, the defendant, ever request those repairs that you said needed to be done to the apartment?

A Rephrase. You have to yell.

Q Do you know if your daughter ever asked for those repairs to be done?

A I know she asked -- repairs, in what way? To

the plaintiff? To me?

Q So you are unaware of any requests that she may or may not have made? Your opinion is that there were things that needed to be fixed?

A Well, yes, she's asked for repairs in the beginning. I was there, so I know. Particularly with the windows being sealed shut back in the beginning of her lease, which the plaintiff did send people out to cut out the windows to make them a little operable. I was there when the bathtub was painted.

Q When you went back later in the week, the 7th was mentioned, could it be -- is it possible that those repairmen that were working at the unit or the management company and doing repairs to the unit?

A In the beginning, when the plaintiff came in, back in the beginning of her lease?

Q No, sir. After your daughter was evicted from the apartment, you said you went by the apartment the following week, and you saw people at the apartment?

A That's right.

Q Would that have been -- could that have been repairmen?

A Not with furniture on the porch.

Q Could it have been a neighbor's furniture on the porch?

A Why would they? So, in other words, you are saying that the plaintiff is utilizing the apartment and still trying to charge rent?

Q That's your opinion? You drove by, and that was your opinion?

A That is my opinion. I testified that I saw furniture up on the top, and there were people up there.

MR. ANDERSON: Thank you, Your Honor.

THE COURT: All right. Any redirect?

MS. HATTON: I'm sorry?

THE COURT: Do you have any more questions you would like to ask the witness?

MS. HATTON: I don't believe so.

THE COURT: Did you want the Court to view those photographs you showed him? Do you have a motion with regard to those photographs?

MS. HATTON: I'm sorry, I don't know. What do you mean a motion?

THE COURT: In order for me to review them, you have to admit the photographs in evidence.

MS. HATTON: Yes, I would like to submit the

photos in evidence.

THE COURT: Any objection?

MR. ANDERSON: None, Your Honor.

(Defendants' Exhibit 1 marked and admitted.)

THE COURT: You have another witness.

MS. HATTON: Yes, Your Honor.

(JOAN BROWN, having been duly sworn, testified as follows:)

THE WITNESS: Joan Brown, B-R-O-W-N.

THE COURT: Brown?

THE WITNESS: Yes.

THE COURT: Yes, ma'am, Ms. Hatton.

DIRECT EXAMINATION

BY MS. HATTON:

Q So when did you work for Rapid Response and Repair, LLC?

A God, I need to know dates. I can only give you a general. Three, four years.

Q When did you stop doing work for them?

A That would probably be when I was diagnosed with Stage 3 lung cancer, which was a year-and-a-half ago.

Q What were your duties and roles at Rapid Response and Repair?

A I was a maintenance person. I painted, did

demolitions, cleaned the apartments, did the landscaping.

Q Do you remember painting a porch at 1702 Holly Drive?

A Yes, I do.

Q Were you employed under Rapid Response and Repair?

A Yes. I was a subcontractor.

Q Why did you paint the porch?

A Because you were moving out, and I was trying to spruce up the apartment before you left.

Q Did the landlord that I spoke to, was he having a problem with the state of the porch?

A The landlord?

Q Jose.

A I'm sorry. It was in disarray, so I was painting it on behalf of the owner.

Q Was he complaining --

A The property management company.

Q Was he complaining about it?

A Yes.

Q Did you sand down the porch before you painted?

A I sanded it, painted it, and put two, three coats of paint on the patio.

Q How was your relationship with Jose Susa?

A It was quite a ride. We were in a relationship for four or five years while I was being employed. How was my relationship? We had a lot of arguments.

Q And what would you do during those arguments?

A Go over to my daughter's house to sleep over at her house.

Q And do you remember around the last time you slept over at your daughter's house?

A I cannot honestly tell you.

Q Did Jose have a problem with you sleeping over at your daughter's house?

A Yes. So he made an addendum to the lease -- or in the lease he pointed out that you can only have an overnight guest for three days, so that was a way to get me out of her apartment and back into the house with him.

Q Do you remember any time your daughter or her boyfriend had anybody sleep over there?

A That was -- are you referring to the time I slept over?

Q Other than you.

A I don't know.

MS. HATTON: Sorry. I'm thinking how to word

this.

THE COURT: That's all right.

(A brief pause in the proceedings.)

Q (BY MS. HATTON) Did Jose come over to the house any time you came over?

A Yes.

Q And why, and what did he do?

A He didn't want me over there.

Q What did he do?

A He would just walk right into the apartment and the house if I was inside.

Q And would he threaten eviction or anything?

A Yes. He would threaten eviction of my daughter.

MR. ANDERSON: I object to the question about asking what your employer would threaten you regarding her apartment without him here to defend or comment. I'm not sure that is relevant to our collection action.

THE COURT: I'll sustain.

And I have a clarifying question. When you say you would go to your daughter's apartment, who is your daughter?

THE WITNESS: Stephanie Hatton.

THE COURT: Okay. And Jose was the landlord,

your boyfriend?

THE WITNESS: Yes.

THE COURT: So he didn't want you to go to your daughter's apartment when you guys would fuss?

THE WITNESS: Right.

THE COURT: I think I got it. Okay.

You may proceed.

Q **(BY MS. HATTON)** Did he ever give you an ultimatum for me to stay within the apartment if I do something?

MR. ANDERSON: Object to that, Your Honor. Ultimatum to his girlfriend regarding the defendant, I don't think is relevant.

THE COURT: I'm having a hard time to connect the dots of relevancy. I'll sustain the objection.

Q **(BY MS. HATTON)** Did Jose ever offer to drop the eviction and damage case?

A Yes, he did.

Q What did he say?

MR. ANDERSON: Objection; hearsay. Because, again, that has no relevance on what we're dealing with. The eviction is done.

THE COURT: You can't say what someone else said. That person would need to be here sitting in the witness stand to testify to that.

MS. HATTON: What if I have text messages from him?

THE COURT: If you have some way to authenticate the text messages.

MS. HATTON: How do you authenticate this? I need the police for this, and they said, no, we can't do that because this is civil.

THE COURT: I mean, there is a way to do it. I can't give you legal advice.

MS. HATTON: Screen shots?

THE COURT: You can speak with your dad, if you can come up with a way, but I can't give you legal advice how to do that.

(A brief pause in the proceedings.)

THE WITNESS: Am I allowed to speak with her?

THE COURT: You can answer the questions she asks you.

MS. HATTON: I'm confused as to what I can and can't ask.

THE COURT: Only thing I can tell you is ask her a question, and if it is objectionable, I'm quite certain Counsel will object; if not, you can proceed.

MS. HATTON: Okay.

Q (BY MS. HATTON) What did you tell me to do to

avoid this process?

A Mr. Susa wanted her to give him and Katie a formal apology in order for him to drop this case.

Q Why did Mr. Susa want an apology from me?

A He said that if I would continue to see him, he would drop the case.

MR. ANDERSON: Hearsay, as well as relevance, to our seeking damages.

THE COURT: Sustain your objection.

MS. HATTON: Can I have the witness look at these?

THE COURT: Show them to Mr. Anderson, and we'll go from there.

Any objection?

MR. ANDERSON: I don't have any problem with her looking at them. I'm unclear as to, one, the relevance, but whether they -- yeah, completely -- my objection is as to relevance and because they have no bearing on what we're here today for.

THE COURT: Subject to -- let's see what they want to do with them and go from there.

MR. ANDERSON: Yes, sir.

THE COURT: Okay.

Q **(BY MS. HATTON)** So would you agree or disagree that his disliking of our relationship

potentially caused legal issues?

A Sorry. Can you repeat that?

Q Would you agree or disagree that his disliking towards me and our relationship as family members caused where we are right now?

MR. ANDERSON: I do have to object, because it is speculation on what her, quote, end quote, boyfriend/employer was thinking.

THE COURT: Response to that?

MS. HATTON: I don't really -- I don't understand what he means by speculation of it, because, I mean....

THE COURT: What you are asking the witness to do is testify as to what may or may not have been in another person's head.

MS. HATTON: You can see that with people's actions. It's not what they think, it's that when someone does something enough, it's a behavior or pattern. That is a behavioral pattern.

THE COURT: You can ask her about what she observed someone's behavior to be. You can ask something like that, but you can't ask what so-and-so is thinking.

MS. HATTON: Okay.

Q **(BY MS. HATTON)** What did you observe his

behavior to be when I was brought up in conversation?

A When Jose and I were having relationship problems, he would take it out on her. He would go over there, harass them. He would complain about there being a dirty mark on the wall. He would make addendums to the lease so that I wouldn't be able to stay at her house when he and I got into an argument. So he really pretty much retaliated against her based on our relationship.

Q What would be things that he would say about me or Brandon to you while you guys were in a relationship.

A Can I curse?

Q I was going to say, you can curse, probably.

A Fucking losers, immature, fucking babies. Basically, along those lines.

Q And this was in May. Did you clean for Mr. Hatton --

A Yes.

Q -- that year?

A Yes, I also cleaned.

Q What were you doing over there?

A I was helping my ex-husband clean up his apartment. And while I was over there, my

ex-boyfriend showed up at the house and walked into his house.

MR. ANDERSON: Over where?

THE WITNESS: At Mr. Hatton's house. He showed up at Mr. Hatton's house.

MR. ANDERSON: Is that the property under this lease?

THE WITNESS: No.

MR. ANDERSON: Objection to relevance.

THE COURT: Can you explain the relevance?

MS. HATTON: It is relevant because this was the landlord at the time that I was renting out, and the things that were going on with him resulted in issues that happened here, which I can explain that. After he had done that, he was banging on our door. And my boyfriend, which is the other renter there at the time -- he was trying to force entry. It took -- that was a breach of the happiness section in the lease that we signed with the landlord. It is supposed to be a safe, secure, and happy environment, which was not provided.

So, in May, it was technically breached, and we could have done legal action with that, but since we had understood there was issues, we had let it go, but it kind of shows that that's how it

was. You know, he didn't give 24-hours notice before then, and he demanded entry at that point.

THE COURT: Mr. Anderson, I'll note your objection. I'll give her a little leeway. I'm trying to understand where she's trying to go, and because she's not an attorney, I'll give her a little leeway.

You may proceed.

Q **(BY MS. HATTON)** I just have a few last questions. Where did you buy the paint for the porch?

A I didn't buy the paint. It was a Benjamin Moore -- what am I looking for -- account.

Q Whose account was it under?

A Rapid Response, Repair and Maintenance.

Q Who was the owner of Rapid Response, Repair and Maintenance?

A Jose Susa.

Q During the time you painted the porch?

A Yes.

Q Other than the porch, did you do anything else?

A I did. I repaired some of the moldings. I painted the moldings. Cleaned the floor. We painted inside. I know Mr. Hatton did the screens.

I think I covered everything. It was a while ago. I think that is about it. We did remove garbage, too. I cleaned up the apartment. I don't know if he got someone to come in after me. I'm not sure about that. But I was working under him when I was fixing the apartment and cleaning it.

THE COURT: Working under who?

THE WITNESS: Jose Susa, the property management, Rapid Response. I was a witness to the fact that the apartment was in good condition when she left.

MS. HATTON: I'm done, Your Honor.

THE COURT: Cross examination?

MR. ANDERSON: Yes, Your Honor.

CROSS EXAMINATION

BY MR. ANDERSON:

Q In your opinion, it was in good shape, correct? Your relationship to the defendant is you are her mother?

A Yes.

Q And who is Brandon Deubell?

A That is my daughter's boyfriend.

Q And as far as you know, being Stephanie's mom and having worked with Jose Susa, who was the tenants at that location?

A Who were the tenants? Stephanie and Brandon.

Q Were you a party to the lease at all?

A No.

Q Then I'll show you what is marked and introduced as Exhibit 1. It's a copy of the lease, which your daughter and Mr. Deubell signed. I'll ask, if you will, read Paragraph 7 right there, the entire paragraph, plus what is typed in the blanks.

A Seven. Occupants: Only persons designated in the rental agreement or as further modified or agreed to in writing by landlord shall reside in the rented premises. For purposes of this rental agreement, the designated occupants are Stephanie Hatton and Brandon Deubell.

Q Thank you. And that doesn't include you, correct?

A No. I never lived at her apartment.

Q And you referenced the addendums they specifically said you couldn't be there. They didn't name you in the addendums, correct?

A I don't think that is the original lease.

Q It's already been entered. But the addendums weren't created around you. The addendums reiterated that only Stephanie and Brandon were living at the unit; is that correct?

A I disagree with that. No. That is not correct.

Q The painting which you did on the porch at the unit that your daughter and her boyfriend occupied, was that while you were employed by Rapid Repair?

A Yes.

Q Was that while Stephanie was still a tenant at the unit?

A Yes.

Q Okay.

A But she was moving out.

MR. ANDERSON: No further questions.

THE COURT: Redirect? Any more questions?

MS. HATTON: Yes, Your Honor.

(A brief pause in the proceedings.)

THE WITNESS: The original lease had said --

THE COURT: No. No. You just have to respond to the questions that were asked of you.

THE WITNESS: Okay.

(A brief pause in the proceedings.)

REDIRECT EXAMINATION

BY MS. HATTON:

Q So, Ms. Brown, you would remember what was in the lease for guests occupying?

A I remember what was in the lease. It was no more than three days can stay over.

Q That is correct. I think he got confused or something.

In the lease, Ms. Brown is correct, it does say they must have written permission from the landlord for guests who occupy the premises for more than three days. Ms. Brown, do you remember how long you stayed for?

A Two days.

Q Yes, that's correct.

And then what did the addendum say after you stayed for two days? Do you remember?

A I don't. I don't remember.

MS. HATTON. That's it.

THE COURT: Any recross?

MR. ANDERSON: For clarification.

RECROSS EXAMINATION

BY MR. ANDERSON:

Q Did Jose ever say, Don't stay at Stephanie's apartment?

A Yes.

Q How long were you staying there at that point?

A Two days.

Q And you and Jose were still together?

A Yes, I think so.

Q Where else would you live if you weren't at Jose's or Stephanie's?

A Where else would I live? Where I'm living now maybe. I don't know.

Q So he was wanting you back?

A That's correct.

MR. ANDERSON: Thank you.

THE COURT: You may step down. Thank you.

MS. HATTON: I submitted affidavits of Courtney Deubell and Brandon Deubell, but I don't know what I should do with that, because it is in the system. They are not here. Courtney Deubell just had a baby, and Brandon Deubell has to work. So I don't know if I'm allowed to still submit that for you to read?

THE COURT: Mr. Anderson.

MR. ANDERSON: Obviously, Your Honor, we're here at trial today, so affidavits is not appropriate.

Also, I would just call your -- the Court's attention to the record and the file. The plaintiff had, at one time -- when we appeared, and the defendants did not appear, I made a motion that

we get judgment on the pleadings. I think in response to that motion on the pleadings, affidavits were submitted from the defendant, and Judge Culbertson denied our motion. So that was scheduled on the non-jury roster.

MS. HATTON: That's not true. So I don't know what he is talking about, but --

THE COURT: Let me stop you real quick. What I need to know is: Do you have any more evidence or witnesses to present in your particular case?

MS. HATTON: Yes, Your Honor. So I submitted the affidavits before.

THE COURT: I understand, but we're here in court now, and so I can't have an affidavit, because that doesn't give the other side the opportunity to cross examine them. There has to be someone in a witness chair.

MS. HATTON: I would like to submit them and have them look at it, and if they say, no --

THE COURT: I understand, but we're in a hearing today, so those folks -- if you want me to hear from them, they have to be here in court with live testimony.

MS. HATTON: Okay. Thank you, Your Honor.

THE COURT: Yes, ma'am.

MS. HATTON: Am I allowed to testify?

THE COURT: Yes, ma'am.

MS. HATTON: Okay. I would like to testify. Your Honor. I have pictures of the apartment. I don't know if I should submit any more in?

THE COURT: That is up to you. If that is something you want me to look at, I'll be happy to do that. Make sure you show Mr. Anderson, and you can admit them, if you would like, and I'll be happy to look at them.

If you want to testify, then you'll come here and be sworn, and tell me what you want to tell me.

(STEPHANIE HATTON, having been duly sworn, testified as follows:)

THE COURT: All right. Ms. Hatton, you are under oath. Since you don't have counsel to ask you questions, so you can just tell me what you would like me to know, okay.

MS. HATTON: Okay. So a lot of this stuff I had gone over. All right. Like the junk removal, the collapsible shelves in the garage were actually theirs. When I moved in there, it was already there. Same with over the toilet and the clips on the side of the fridge. Those weren't mine. I was previously told that the more stuff that can be

used in there, the better, because then other tenants can use them. So I was thinking, well, this isn't mine, I feel like I shouldn't throw it away because it's not mine, and if I had known it was junk, I would have gotten rid of it.

Now, since I did have five days, I did leave pots and pans in the oven that I forgot about, but there was two of them, and that was the only thing I left in the apartment.

The, quote, excessive filth that was in there, it was not excessive filth. There were a few pieces of dog food, and I also couldn't take the fridge out, because 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.

The ACs were never cleaned. When I first moved in there, there was a whole bunch of black dog hair. I don't own a black dog. I have a dog with very white/pink hair. So I was also told that the fee would come out as any other tenant, out of the security deposit, or there would be a fee. Because I was told, quote, of course apartments get dirty when you live in them.

When I left, the screens were not damaged.

In the photos I saw from Mr. Anderson, they -- you can still see it's the same screens, but it seemed like they pulled them out because there is paint on them in the same spot. 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.

We did all of that stuff. We left the key in there. And, also, we were supposed to be out of there by 5:00 p.m. I didn't get a text back from Ms. Seabrook until 8:00 p.m. saying, hey, where did you leave the key? Can you please leave it here? Meanwhile, according to the court order, I had to be out by 5:00. Why would I be there? So I said where I left it at the time.

When this was first filed to -- the pet deposit fees of 900 was not put in there. I had to remind them I spent the money for it. It is nonrefundable, so it should be there.

There's a lot of small things that they put

in there that doesn't make sense with the money they put. Even with -- so, to me, it didn't make sense. Like there were a few things that should be in there, I will admit. The fire alarm should be in there, even though it was outdated. Even if you place $50 for that. The only thing you need to reattach to the light and fan globe in the living room is a spacer, but those are very cheap. Once again, that was not there since the beginning of being in that apartment.

They said damaged blinds. The blinds weren't damaged, but the wand for it was missing. There was also no reason to, quote, readjust and modify the bedroom door, because I have a video showing it worked, too. It wasn't scraping up against the bottom of the floor. They said that because they had -- I told them issues. I told Ms. Seabrook issues with the window, because it got stuck and slammed down. I told her issues with the door. She said, basically, you better fix it. So guess what? I fixed it. I asked my dad to help me with the screens, too. I asked my mom to help me maybe with the porch, but then I said, no, it's okay, don't do it because I don't want there to be an issue. She still went out of her way to do it

because she didn't want him yelling at me or there being a problem.

It seems -- because I lived in there for two full years. One entire year I was in there, and I was a student at CCU. So it was during Covid, so I did all of my classes online. So I know what the things are in that apartment so well, and that was also my first apartment that I rented out.

The things they forgot about, I can't believe they forgot about them. They forgot the clasps on the refrigerator. I never put those in there. Those were there already. The thing in the storage unit, those were there. I didn't put those in, but they are saying it's mine. The thing in the bathroom, they didn't put it in there, and that is not mine as well. The double lock, I didn't install either locks. Those were both there. Why would I have a working lock and a non-working lock? If it didn't work, I would bring it up to them, and I had.

But there was so many issues that, you know, they ended up breaking locks off windowsills. The company -- and I asked them -- actually, I originally asked them could you put locks on the windows and make sure they open, because it is a

fire hazard. They were like, okay, we'll do that. When they did, they broke the locks off. I had to say, Can you fix the locks so no one goes in here and kills me when I'm sleeping or something, you know.

It was fine at first, but the more I brought up stuff, the more there was an issue with me, and so I didn't bring up stuff still. But I bothered them a little bit to say, Can you please fix this, but they didn't care after a while. He didn't want me in there because, you know, of those relationships and stuff.

Also, there is things -- like, they have reattached outlet and living room under AC/heat unit. We saw that it was unattached, and we put it back on. Then we re-unattached it. It is a safety hazard if a kid goes in there and plays with it. It is off the wall. It can be ripped off the wall. You can't have a kid going around like that, but since we did that, they charged $35 for that.

It's just like things that could have been either paid half way with a security deposit or all the way if they put the pet fee in there. They made this a bigger issue than what it was because -- I don't honestly -- I'm just here to say

everything I want to say. I don't care how this goes at all. They put me in a state of depression and feeling unsafe. And I know I shouldn't talk about feelings, talk about facts, right, but this is honestly harassment.

Do you know they found out -- Jose Susa found out where I lived, and I have a picture of -- he put an envelope on my car. He didn't know what room I stayed in, but before the place I stayed there, he hired someone to follow me or he followed me, and he had this envelope, this thing, on my car. I was scared. How would he know where I lived? It just turned out that he was tracking where I was.

I have a disability, and for the income -- when I first leased the place, they said you need to show income. I don't have income. It is a pension. They said, well, we can still take that. They know I get a certain amount of money at certain times. The next time will be in a few months, and they took two-and-a-half years, even when I showed up, which I didn't show up twice, right. Oh, well, I didn't show up. I had work. I put Horry County dispatch, because I couldn't deal with the court. I can deal with other people's

pain. I can't deal with my own.

They -- how do I say this? They really have ruined peoples' lives. They will probably continue doing it, but they know I get money soon. They know that. And it's really disturbing with how they are going about this.

I'll stay with the facts from now on. Things like a broken bar in a refrigerator door, yes, understandable. Firearm, yes. I threw it out because it didn't work anymore, even with batteries. It was outdated. So, yeah, you add that to the security deposit. Simple things like that. Even, sure, I'll pay for, you know, your stick-on LED light that costs $10 at Home Depot, but that was left by a previous tenant. It is not theirs. You know, that's fine.

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 moulding 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.

So, honestly -- they said they removed an extra lock on the bedroom door. There was no lock installed. We didn't do that. What we installed was the lock on the porch. We installed that for safety issues. And on the bedroom, we didn't do anything with it. You guys had done that. We didn't do that. Which one was installed? The top one, the one that worked, which was new? Or was it the bottom, which was old and painted over and didn't lock?

It is -- how -- this is, honestly, one of the worse places to realize -- to live in. It's really not well made. You are making someone else pay for something that should have been paid for by the person who owned the property.

Also, at one point, I ended up having to pay the entire lawn to be de-flea'd. I paid $150 for everybody else's lawn, because apparently that was my issue. There was fleas. They did a flea

treatment, but they made me pay for everyone else's lawn, not just mine.

They keep bringing up late fees, late fees. It was in the lease. It was amended, but the only reason why we were evicted is because of South Carolina law if you are late, they have the right to evict you. But do you know how much money they made? If it is $75 a month, let's say, or a hundred dollars for a late fee, right, over two years of living there, they are making a lot of money. We stayed there from it being 1050 to changing to $1,300. They made money. They know they can make money. They know it. And it's like why do I have to pay for something else that someone else did, that I didn't do?

Let's say I went in there and started messing up the place, right, of course, I would deserve to be in this seat, to be punished. But I didn't do that. I didn't unintentionally or intentionally damage anything. There is no rent to be paid. They are already making money. They are just doing this because they can get money, and it is just really sick to lie in front of people. I could go on and on about this. But that's it. Sorry. Thank you.

THE COURT: Thank you, ma'am.

Cross examination?

MR. ANDERSON: Yes, ma'am.

CROSS EXAMINATION

BY MR. ANDERSON:

Q Can you tell us about Brandon Deubell? Do you know where he is?

A He started working for the corrections office in Horry County and switched jobs and currently is working because he's making money for us right now.

Q When you were in the apartment, I mean, he contributed to the rent as well, I presume?

A A little bit, yeah.

MR. ANDERSON: No other questions of the defendant.

THE COURT: All right. Thank you. You may step down.

Anything in closing?

MR. ANDERSON: You heard a lot of testimony this morning, and I ask you that you consider the testimony and the evidence that is before you, but I have nothing further to add at this time.

THE COURT: Thank you.

Ms. Hatton, would you like to make a closing statement?

MS. HATTON: The only closing statement I have is I thank you for listening to me, and I appreciate the time that you've given me and allowed me up there.

Also, I hope that people who are doing things in ways that aren't truthful should reflect on things, as I have for involving myself with specific people. Thank you.

THE COURT: Thank you, ma'am.

You have given me a lot to consider. I'll review the evidence and take it under advisement, and I'll have an answer out, I hope, before the end of the week. Thank you very much. Have a nice day.

(Whereupon, the hearing/trial concluded.)

RESIDENTIAL RENTAL AGREEMENT

This form is not intended for use if "Option to Purchase" is in place.

State of South Carolina
County of Horry

This rental agreement made at Myrtle Beach, South Carolina, this 18th day of March, 2020, between Stephanie Hatton & Brandon Deubell Tenant(s) (hereinafter called "TENANT"), and Sam Investment Properties, LLC. Owner (hereinafter called "LANDLORD"), shall provide as follows:

THE ☐ LANDLORD ☐ TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

1. **LANDLORD TENANT ACT:** This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.

2. **LOCATION:** The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of Horry, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows:
1702 Holly Drive #201
North Myrtle Beach, SC 29582

3. **TERMS:** This Rental Agreement shall commence on the 1st day of April, 2020, and end on the 31st day of March, 2021. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.

4. **LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978:** See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978).

5. **RENTAL APPLICATION:** The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.

6. **RENT:** Tenant agrees to pay Landlord a rent of $ 1,050.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of $ 12,600.00. The rent is payable to: Sam Investment Properties, LLC. or as Tenant may be advised from time to time in writing.
NOTICE TO TENANT: 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, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of $ N/A per day if rent is paid after the N/A day of the month, and an additional fee of $ 75.00 after the 5th day of the month.

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of $ N/A per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

[SH] TENANT [BD] TENANT AND [Agent] LANDLORD HAVE READ THIS PAGE.

Palmetto State Property Mgmt.,496 Branson Court, Suite 201 Mt Pleasant,SC 29464 Phone: (843)416-1463 Fax: (843)416-2279 Blank Forms
Alisha Alfonso
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7. **OCCUPANTS:** Only persons designated in the rental agreement or as further modified or agreed to in writing by Landlord shall reside in the rented premises. For purposes of this rental agreement the designated occupants are: Stephanie Hatton
Brandon Deubell

In no event shall more than 2 persons be allowed to occupy said premises.

8. **RETURNED CHECKS:** Tenant agrees to pay $ 25.00 for each dishonored check for bookkeeping costs and handling charges, plus late charges if the check is not made good before the sixth day after the due date. All future rent and charges, if more than one check is returned, shall be paid in the form of cash, cashier's checks, certified check or money order. If any check for the security deposit or the first month's rent is returned for insufficient funds, Landlord may declare this rental agreement void and immediately terminated.

9. **RENEWAL TERMS:** With thirty (30) days written notice, as defined in Paragraph 18, either party may terminate this agreement at the end of the initial term, but if no notice is given, then the agreement will be extended on a month-to-month basis on the same terms and conditions contained in this agreement. Thirty (30) days written notice by either party is required prior to termination during such month-to-month term.

10. **SUBLEASE:** Tenant shall not assign or sublet said premises, or any part thereof without the written consent of Landlord. Tenant must have written permission from Landlord for guests to occupy the premises for more than 3 days.

11. **UTILITIES AND SERVICES:** Tenant agrees to pay for utilities and services except: Water & Sewer which will be paid by Landlord. In the event of Tenant default on payment of utilities Landlord may pay and charge Tenant as additional rent together with any penalties, charges and interest. Tenant shall be liable for any inspections required by local authorities/utility companies due to Tenant's failure to obtain service at time of occupancy or to maintain said service during the term of this agreement. Tenant shall pay all costs of hook-ups and connection fees and security deposits in connection with providing utilities to premises during the term of the Lease.

12. **TENANT OBLIGATIONS:** Tenant agrees to keep the dwelling unit and all parts of the premises that he leases safe and clean. In the case of a single-family house or duplex, Tenant shall keep the yard mowed, watered and free of fire ants, keep the roof and gutters free of debris, the shrubs neatly trimmed, and landscaping maintained. Tenant agrees to be responsible for removal of Tenant's contagious and other hazardous materials. Tenant agrees to comply with the lease and rules and regulations the Landlord may adopt concerning the Tenants' use and occupancy of the premises;

Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall conduct themselves in a manner that will not disturb other Tenants' and neighbors' peaceful enjoyment of the premises. Tenant, or any member of Tenant's family, guest or other person under the Tenant's control, shall not engage in or facilitate criminal or drug related activities. Any such violation constitutes a substantial violation of the Lease and a material noncompliance with the Lease and is grounds for termination of tenancy and eviction from the premises.

It is specifically understood that Tenant will, at Tenant's expense, keep sinks, lavatories, and commodes open, reporting any initial problem within five (5) days of occupancy, repair any and all damages caused by tenancy and replace any burned out light bulbs. Tenant agrees to report to Landlord any malfunction of or damage to electrical, plumbing, HVAC systems, smoke detectors, and any occurrence that **may** cause damage to the property. Tenant also agrees to pay for the cost of all repairs made necessary by negligence or careless use of the premises and pay for repairs/loss resulting from theft, malicious mischief or vandalism by Tenant and their guests. Tenant agrees to provide copies to Landlord of any inspection reports or repair estimates that Tenant may obtain.

Tenant agrees to be responsible for and to make at Tenant's expense all routine maintenance, including but not limited to, stoppage of sewer because of misuse or broken water pipes/fixtures due to neglect or carelessness of Tenant. No repairs, alterations or changes in or to said premises or the fixtures or appliances contained therein, shall be made except after written consent of Landlord, and shall be the responsibility of the Tenant for the cost of restoring said premises to their original condition if Tenant makes any such unauthorized modifications. **NO REPAIR COSTS SHALL BE DEDUCTED FROM RENT BY TENANT.** All improvements made by Tenant to the said premises shall become the property of the Landlord. Locks/Deadbolts shall not be changed without the expressed permission of the Landlord.

Tenant is directly responsible for any damage caused by Tenant's appliances and/or furniture. Tenant is responsible for changing HVAC filters, reporting any water leaks, lighting pilot lights, checking for tripped breakers, changing

smoke detector batteries and minor housekeeping repairs. Tenants will be held liable for damage to HVAC systems caused by dirty or missing filters and damages resulting from unreported problems. Tenant acknowledges that Tenant has inspected the premises and agrees that the premises and any common areas are safe, fit and habitable condition. Tenant acknowledges receipt of instructions of smoke detector operation.

13. **MAINTENANCE OF PREMISES, PEST CONTROL:** Landlord agrees to make repairs and do what is necessary to keep the premises in a fit and habitable condition as specified in South Carolina Residential Landlord and Tenant Act. The Landlord further agrees to maintain in reasonably good and safe working condition, all electrical, gas, plumbing, sanitary, HVAC, smoke detectors and other facilities supplied by him. Landlord is not responsible for changing batteries in smoke detectors.

Tenant shall report any pest problem within three (3) days of possession. Tenant's failure to identify any pest infestation with said three (3) days shall constitute Tenant's agreement that premises has no infestation of any kind. Tenant is responsible for reporting any suspected or known termite infestation but is not responsible for termite control. Any future infestation of any kind, less termites, shall be the responsibility of ■ Tenant ☐ Landlord.

14. **ESSENTIAL SERVICES AND APPLIANCES:** The Landlord is required to provide essential services; meaning sanitary plumbing or sewer services; electricity; gas, where it is used for heat, hot water, or cooking; running water, and reasonable amounts of hot water and heat, except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or the dwelling unit is so constructed that heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct public utility connection. The following appliances present in the dwelling unit are specifically included by this rental agreement as being deemed to be supplied by the Landlord: ■ stove, ■ refrigerator, ☐ dishwasher, ☐ disposal, ☐ washer, ☐ dryer, ■ microwave, ☐ trash compactor, ☐ other: N/A.

15. **INSURANCE:** Tenant shall be responsible for insuring his/her own possessions against fire and other catastrophes. Landlord and Tenant hereby release each other from liability for loss or damage occurring on or to the leased premises or the premises of which they are a part of the contents of either thereof, caused by fire or other hazards ordinarily covered by fire and extended coverage insurance policies and each waives all rights of recovery against the other for such loss or damage. Willful misconduct lawfully attributable to either party, whether in whole or in part a contributing cause of the casualty giving rise to the loss or damage, shall not be excused under the foregoing release and waiver.

16. **RIGHT TO ACCESS:** The Tenant shall not unreasonably withhold consent to the Landlord to enter into the dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors.

The Landlord or Landlord's agent may enter the dwelling unit without consent of the Tenant:
(a) At any time in case of emergency, including but not limited to prospective changes in weather conditions which pose a likelihood of danger to the property may be considered an emergency; and
(b) Between the hours of 9:00 a.m. and 6:00 p.m. for the purpose of providing regularly scheduled periodic services such as changing furnace and air-conditioning filters, providing termite, insect, or pest treatment, and the like, provided that the Landlord announces intent to enter to perform services; and
(c) Between the hours of 8:00 a.m. and 8:00 p.m. for the purpose of providing services requested by the Tenant and that prior to entering the Landlord announces intent to enter to perform services.

The Landlord shall not abuse the right of access or use it to harass the Tenant. Except for section 16(a), 16(b), and 16(c), the Landlord shall give the Tenant at least 24 hours notice of intent to enter and may enter only at reasonable times.

The Landlord has no other right of access except: pursuant to court order, as permitted by the South Carolina Residential Landlord and Tenant Act when accompanied by a law enforcement officer at reasonable times for the purpose of service of process in ejectment proceedings, or unless the Tenant has abandoned or surrendered the premises.

17. **MILITARY CLAUSE:** If the Tenant is a member of the Armed Forces of the United States, stationed in the N/A area, and shall receive permanent change of station orders out of the N/A area, Tenant may, upon presentation of a copy of said orders of transfer

to the Landlord, along with thirty (30) days written notice of intent to vacate and payment of all rent to the expiration date of such written notice, and any miscellaneous charges in arrears, terminate this Rental Agreement. Normal enlistment termination or other type discharge from Armed Forces, unless due to conditions beyond the service member's control, or acceptance of government quarters is not a permanent change of station and is not justification for lease termination. Withholding knowledge of pending transfer or discharge at time of entry into this Rental Agreement voids any consideration or protection offered by this section.

18. **DEFINITION OF "THIRTY (30) DAY NOTICE":** Any written notice given by either party to the other party in order to meet a thirty (30) day notice requirement will be deemed given, and the thirty (30) days deemed to commence on the first day of the calendar month following the date of receipt of said notice. Any termination permitted by other sections contingent upon a thirty (30) day notice will then be effective on the last day of the calendar month following receipt of said notice. If expiration date of lease is not on the last day of the calendar month, then thirty (30) days notice is required to conform to the expiration dates.

19. **DESTRUCTION OR DAMAGE TO PREMISES:** If the dwelling unit or premises are damaged or destroyed by fire or casualty to the extent that normal use and occupancy of the dwelling unit is substantially impaired, the Tenant may:

(a) immediately vacate the premises and notify the Landlord in writing within seven days thereafter of Tenant's intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or

(b) if continued occupancy is lawful, vacate any part of the dwelling unit rendered unusable by the fire or casualty, in which case the Tenant's liability for rent is reduced in proportion to the diminution in the fair-market rental value of the dwelling unit.

Unless the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, if the rental agreement is terminated, the landlord shall return security deposit to the tenant with proper accounting as required by law. Accounting for rent in the event of termination or apportionment must be made as of the date of the fire or casualty. The Landlord shall withhold the tenant's security deposit if the fire or casualty was due to the tenant's negligence or otherwise caused by the tenant, with proper accounting as required by law.

20. **CONDEMNATION:** Tenant hereby waives any injury, loss or damage, or claim therefore against Landlord resulting from any exercise of a power of eminent domain of all or any part of the rented premises or surrounding grounds of which they are a part. All awards of the condemning authority for the taking of land, parking areas, or buildings shall belong exclusively to the Landlord. In the event substantially all of the rented premises shall be taken, this Rental Agreement shall terminate as of the date the right to possession vested in the condemning authority and rent shall be apportioned as of that date. In the event any part of the property and/or building or buildings of which the rented premises are a part (whether or not the rented premises shall be affected) shall be taken as a result of the exercise of a power of eminent domain, and the remainder shall not, in the opinion of the Landlord, constitute an economically feasible operating unit, Landlord may, by written notice to Tenant given within sixty (60) days after the date of taking, terminate this Rental Agreement as of a date set out in the notice not earlier than thirty (30) days after the date of the notice; rent shall be apportioned as of termination date.

21. **ABSENCE, NON-USE AND ABANDONMENT:** The unexplained absence of a Tenant from a dwelling unit for a period of 15 days after default in the payment of rent must be construed as abandonment of the dwelling unit. If the Tenant abandons the dwelling unit for a term beginning before the expiration of the rental agreement, it terminates as of the date of the new tenancy, subject to the other Landlord's remedies. If the Landlord fails to use reasonable efforts to rent the dwelling unit at a fair rental or if the Landlord accepts the abandonment as a surrender, the rental agreement is considered to be terminated by the Landlord as of the date the Landlord has notice of the abandonment. When a dwelling unit has been abandoned or the rental agreement has come to an end and the Tenant has removed a substantial portion of personal property or voluntarily and permanently terminated the utilities and has left personal property in the dwelling unit or on the premises with a fair-market value of $500 or less, the Landlord may enter the dwelling unit, using forcible entry if required, and dispose of the property.

22. **SECURITY DEPOSIT:** Tenant agrees to deposit with Landlord a security deposit of $ 1,050.00 to be held as security for the full and faithful performance by the Tenant of all terms and conditions herein, it being understood and agreed to that no part of this deposit is to be applied to any rent which may become due under this rental agreement.

Upon termination of the tenancy, property or money held by the Landlord as security may be applied to the payment of accrued rent and the amount of loss of rents or damages which the Landlord has suffered by reason of the Tenant's noncompliance with the South Carolina Residential Landlord and Tenant Act. Any deduction from the security deposit must be itemized by the Landlord in a written notice of the Tenant together with the amount due, if any, within 30 days after termination of the tenancy and delivery of possession and demand by the Tenant, whichever is later. The Tenant shall provide the Landlord in writing with a forwarding address or new address to which the written notice and amount due from the Landlord may be sent.

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If the Tenant fails to provide the Landlord with the forwarding or new address and fails to return the following: ☐ pool tags, ☐ keys for mail box, ■ keys to unit (including deadbolt, storage area), ☐ other N/A, the Tenant is not entitled to damages under this subsection provided the Landlord (1) had no notice of the Tenant's whereabouts; and, (2) mailed the written notice and amount due, if any, to the Tenant's last known address. In the event the security deposit is not sufficient to pay all charges due, Tenant shall pay said charges within five (5) business days after receiving notice from the Landlord.

23. **NONCOMPLIANCE WITH RENTAL AGREEMENT OR FAILURE TO PAY RENT:** If there is a noncompliance by the Tenant with the rental agreement other than nonpayment of rent or a noncompliance with Paragraph 12 above, the Landlord may deliver a written notice to the Tenant specifying the acts and omissions constituting the breach and that the rental agreement will terminate upon a date not less than 14 days after receipt of the notice, if the breach is not remedied in 14 days.

The rental agreement shall terminate as provided in the notice except that: If the breach is remediable by repairs or otherwise and the Tenant adequately remedies the breach before the date specified in the notice, or if such remedy cannot be completed within 14 days, but is commenced within the 14-day period and is pursued in good faith to completion within a reasonable time, the rental agreement shall not terminate by reason of the breach.

If rent is unpaid when due and the Tenant fails to pay rent within five days from the date due, the Landlord may terminate the rental agreement provided the Landlord has given the Tenant written notice of nonpayment and Landlord's intention to terminate the rental agreement. If the rent is not paid within that period, said notice is contained herein Paragraph 5.

The Landlord may recover actual damages and obtain injunctive relief in magistrate's or circuit court without posting bond for any noncompliance by the Tenant with the rental agreement or Paragraph 12 above. If the Tenant's noncompliance is willful other than nonpayment of rent, the Landlord may recover reasonable attorney's fees. If the Tenant's nonpayment of rent is not in good faith, the Landlord is entitled to reasonable attorney's fees.

If there is noncompliance by the Tenant with Paragraph 12 above, materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord specifying the breach and requesting that the Tenant remedy it within that period of time, the Landlord may enter the dwelling unit and cause the work to be done in a workmanlike manner and shall in addition have the remedies available under the South Carolina Residential Landlord Tenant Act.

If there is noncompliance by the Tenant with Paragraph 12 above materially affecting health and safety other than as set forth in the preceding paragraph, and the Tenant fails to comply as promptly as conditions require in case of emergency, or within fourteen (14) days after written notice by the Landlord if it is not an emergency, specifying the breach and requesting that the Tenant remedy within that period of time, the Landlord may terminate the rental agreement. If the rental agreement is terminated, the Landlord has a right to possession and for rent and a separate claim for actual damages for breach of the rental agreement and reasonable attorney's fees. **Any claim not satisfied by Tenant may be turned in to the credit bureau or collection agency.**

24. **REMEDY AFTER TERMINATION:** If the rental agreement is terminated, the Landlord has a right to possession, for rent, and a separate claim for actual damages for breach of the rental agreement, reasonable attorney's fees, collection costs, and court costs.

25. **NOTICE:** A Landlord receives notice when it is delivered at the place of business of the Landlord through which the rental agreement was made or at any place held out by Landlord as the place of receipt of the communication.

26. **PROHIBITIVE EQUIPMENT/FURNITURE:** Tenant agrees not to place antennas, satellite dishes, waterbeds, and auxiliary heaters without written permission from Landlord.

27. **INVENTORY:** Any furnishing and equipment to be furnished by Landlord shall be set out in a special inventory. The inventory shall be signed by both Tenant and Landlord concurrently with this Rental Agreement and shall be a part of this Agreement.

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28. **PETS:** Tenant shall not keep domestic or other animals on or about the premises without the PRIOR WRITTEN CONSENT of the Landlord. Landlord, at Landlord's sole discretion, may consent if Tenant makes the following payments: (1) a non-refundable deposit of $ 300.00 and (2) rent for the pet(s) in the total amount of $ N/A, for the term of this agreement. Tenant shall be responsible for the animal, its behavior, and any damage done by the animal. The Landlord shall have the right to withdraw consent and demand removal of any previously permitted animal upon the first complaint registered against such animal or upon evidence of injury or damage to person or property caused by the animal.

29. **WAIVER:** A Tenant is considered to have waived violation of a Landlord's duty to maintain the premises as set forth by the Rental Agreement or violation of the Landlord's duties under the South Carolina Residential Landlord and Tenant Act, as defense in an action for possession based upon nonpayment of rent, or in an action for rent concerning a period where Landlord has no notice of the violation of the duties, fourteen (14) days before rent is due for violations involving services other than essential services, or the Landlord has no notice before rent is due which provides a reasonable opportunity to make emergency repairs necessary for the provision of essential services. No modification, change, or cancellation hereof shall be valid unless in writing and executed by all parties hereto. No representation or promise has been made by either party hereto except as herein stated.

30. **PEACEFUL ENJOYMENT:** The Landlord covenants that the Tenant, on paying the rent and performing the covenants hereof, shall and may peaceably and quietly have, hold, and enjoy the rented premises for the term mentioned without hindrance or interruption by the Landlord.

31. **PROVISIONS:** The provisions of this Rental Agreement shall be binding upon and inure to the benefit of the Landlord and the Tenant, and their respective successors, legal representatives, and assigns.

32. **SUBORDINATION:** Tenant's rights are subject to any bona fide mortgage which now covers said premises and which may hereafter be placed on said premises by Landlord. Tenant shall upon request by Landlord execute a subordination of its rights under this Rental Agreement to any mortgage given by Landlord hereunder, whether to secure construction or permanent or other financing. Resident shall upon request by Landlord promptly execute a certification of good standing certifying the terms of this Rental Agreement, its due execution, the rental provisions hereof, or the terms of amendments hereto, if any, and any other information reasonably requested.

33. **RENTAL RATE ADJUSTMENT:** On and after the expiration of the initial term of this lease, the Landlord, at Landlord's discretion, may alter the rental rate in effect provided only that written notice of such alteration is delivered as first class mail to the US Postal Service, postage prepaid at least fifteen (15) days prior to the effective date of alteration.

34. **TRUST ACCOUNT INTEREST: ACCORDING TO THE RULES AND REGULATIONS OF THE SOUTH CAROLINA REAL ESTATE COMMISSION AND THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE HAS THE OPTION TO PLACE TENANT'S SECURITY DEPOSIT INTO AN INTEREST BEARING ACCOUNT AND TO RETAIN ALL INTEREST INCURRED IN SAID ACCOUNT. TENANT AGREES TO AND UNDERSTANDS THAT THE TENANT HAS BEEN INFORMED OF TENANT'S RIGHT TO OWNERSHIP OF THE INTEREST BUT RELINQUISHES TO THE BROKER-IN-CHARGE OR PROPERTY MANAGER-IN-CHARGE BY THIS WRITTEN AGREEMENT SAID RIGHT OF OWNERSHIP.**

35. ***BROKER LIABILITY LIMITATION:*** *Parties agree Brokers provided Parties with benefits, services, assistance, and value in bringing about this Contract. In consideration and recognition of the risks, rewards, compensation and benefits arising from this transaction to Brokers, Parties each agree that they shall pay Brokers' attorneys fees and that Brokers, shall not be liable to either Party or both, either jointly, severally or individually, in an amount exceeding that Broker's Compensation by reason of any act or omission, including negligence, misrepresentation, errors and omissions, or breach of undertaking, except for intentional or willful acts. This limitation shall apply regardless of the cause of action or legal theory asserted against either Broker, unless the claim is for an intentional or willful act. This limitation of liability shall apply to all claims, losses, costs, damages or claimed expenses of any nature from any cause(s), except intentional or willful acts, so that the total liability of either Broker shall not exceed the amount set forth herein. Parties will indemnify and hold harmless and pay attorneys fees for Brokers from beach of contract, any negligent or intentional acts or omissions by any Parties, Inspectors, Professionals, Service Providers, Contractors, etc. including any introduced or recommended by Brokers. Parties each agree that there is valid and sufficient consideration for this limitation of liability and that Brokers are the intended third-party beneficiaries of this provision.*

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36. **RULES AND REGULATIONS:** The common area facilities, if any such as swimming pool, laundry room, recreational, and other common area facilities, when open and operating, are subject to applicable rules and regulations posted by the Landlord. The Tenant agrees to observe faithfully all rules and regulations that the Landlord has now or may hereafter adopt for the use of the premises.

37. **JOINT RESPONSIBILITY:** If this Rental Agreement is executed by more than one (1) Tenant, the responsibility and liabilities herein imposed shall be considered and construed to be joint and several, and the use of the singular shall include the plural.

38. **LANDLORD'S ADDRESS FOR COMMUNICATIONS:** All notices, requests, and demands unless otherwise stated herein, shall be addressed and sent to:

Mail: Rapid Response Repair and Maintenance, LLC.

P.O. Box 50398 Myrtle Beach, SC 29579

Phone: (Home) (Office) 843-831-0004 (Work) (Cell) 843-455-3664

39. **CAPTIONS:** Any heading preceding the text of any paragraph hereof is inserted solely for convenience of reference and shall not constitute a part of this Rental Agreement, nor shall they affect its meaning, construction or affect.

40. **FACSIMILE AND OTHER ELECTRONIC MEANS:** The parties agree that this Agreement may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

41. **MEGAN'S LAW:** The Tenant and Landlord agree that the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents are not responsible for obtaining or disclosing any information contained in the South Carolina Sex Offender Registry. The Tenant and Landlord agree that no course of action may be brought against the Property Manager or Real Estate Broker representing Tenant or Landlord and all affiliated agents for failure to obtain or disclose any information contained in the South Carolina Sex Offender Registry. The Tenant agrees that the Tenant has the sole responsibility to obtain any such information. The Tenant understands that Sex Offender Registry information may be obtained from the local sheriff's department or other appropriate law enforcement officials.

42. **ENTIRE AGREEMENT.** This lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by a dated written agreement signed by both Landlord and Tenant. No surrender of the Premises or of the remainder of the term of this lease shall be valid unless accepted by Landlord in writing. TIME IS OF THE ESSENCE WITH REGARD TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

43. **NON-RELIANCE CLAUSE:** Both Tenant and Landlord hereby acknowledge that they have not received or relied nor could have relied upon any statements or representations or promises or agreements or inducements by either Broker or their agents which are not expressly stipulated herein. If not contained herein, such statements, representations, promises, or agreements shall be of no force or effect. This general non-reliance clause shall not prevent recovery in tort for fraud or negligent misrepresentation or intentional misrepresentation unless specific non-reliance language is included in this agreement. This is a non-reliance clause and is neither a merger clause nor an extension of a merger clause. The parties execute this agreement freely and voluntarily without reliance upon any statements or representations by parties or agents except as set forth herein. Parties have fully read and understand this Agreement and the meaning of its provisions. Parties are legally competent to enter into this agreement and to fully accept responsibility. Parties have been advised to consult with counsel before entering into this agreement and have had the opportunity to do so.

44. **ADDITIONAL TERMS:** N/A

[ ] TENANT [ ] TENANT AND [ ] LANDLORD HAVE READ THIS PAGE.

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WHEREFORE, the parties have executed this Rental Agreement or caused the same to be executed by their authorized representative, the day and year first above written.

THIS RENTAL AGREEMENT supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this Rental Agreement shall bind and inure to the benefit of the Landlord and to the Tenant and their respective heirs, successors, and assigns. **TENANT AGREES TO RECEIVE COMMUNICATIONS FROM LANDLORD AND THEIR AGENTS AT THE EMAIL ADDRESS, PHONE AND FAX NUMBER LISTED BELOW.**

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals in duplicate the day and year above written.

Stephanie Hatter
Tenant

N/A
Witness to Tenant

Tenant's Email Address: Stephhat23@gmail.com

Phone: 843-516-0276

Fax: N/A

Brandon Deubell
Tenant

N/A
Witness to Tenant

Tenant's Email Address: bdeubell505il@gmail.com

Phone: 843-995-3325

Fax: N/A

Katy Seabrook
Landlord

N/A
Witness to Landlord

LANDLORD'S AGENT AND COMPANY Katy Seabrook Agent for Rapid Response Repair and Maintenance, LLC.

TENANT'S AGENT AND COMPANY N/A

TENANT'S AGENT IS PRESENTING THIS AGREEMENT AS A ☐ TENANT'S AGENT OR ☐ SUBAGENT OF THE LANDLORD.

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[SH] TENANT [BD] TENANT AND [Agent] LANDLORD HAVE READ THIS PAGE.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Date: March 26th, 2021

ADDENDUM TO LEASE AGREEMENT

This ADDENDUM, which is attached to and made part of this LEASE AGGREMENT;
Dated: March 18th, 2020.

Between: Lessor- Sam Investment Properties, LLC.
Lessee- Stephanie Hatton & Brandon Deubell
Property: 1702 Holly Drive #201 North Myrtle Beach, SC 29582

Effective: April 1st, 2021

The following terms and conditions have changed or been added:

1. The above stated parties agree to pay 1 additional nonrefundable pet deposit fee of $300.00 for their additional pet; the $300.00 is due on or before April 1st, 2021.

2. The rent for the above stated unit and between the above stated parties will increase from $1,050.00 per month to $1,100.00 per month for the period of April 1st, 2021 until March 31st, 2022.

3. The above stated parties have agreed to have the rent check sent/postmarked by the 5th day of each month and agree to communicate with the property managers if rent is going to be late or if there is anything that needs to be discussed.

4. No none functioning vehicles are to be stored on property or they must be repaired in a timely fashion.

All other terms and conditions of active lease remains in force. This is a legal and binding agreement. If you do not understand this document you need to seek legal advice.

In Witness whereof, the said parties have hereunto set their Hands and Seals this 26th day of March, 2021.

Lessee: Brandon Deubell Date: 3/29/2021

Lessee: Stephanie Hatton Date: 03/29/2021

Witness: _____ Date: _____

Lessor: Sam Investment Properties, LLC. Date: 3-26-2021

Witness: Patty Seabrook Date: 3/29/2021

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Date: February 1st, 2022

ADDENDUM TO LEASE AGREEMENT

This ADDENDUM, which is attached to and made part of this LEASE AGGREMENT;
Dated: March 18th, 2020.

Between: Lessor- Archangel Investments, LLC.
Lessee- Stephanie Hatton and Brandon Deubell

Property: 1702 Holly Drive #201 North Myrtle Beach, SC 29582

Effective: April 1st, 2022

The following terms and conditions have changed or been added:

1. The rent for the above stated unit and between the above stated parties will increase from $1,100.00 per month to $1,300.00 per month for the period of April 1st, 2022 until March 31st, 2023. The rent will again increase to $1,600.00 per month if/when another person is added to the lease as an occupant.

2. The current late fee of $75.00 will increase to $100.00 per month; if/when rent is received or post marked after the 5th of the month.

3. The above stated parties agree to have no more than **3 pets** residing in the household at one time; and agree to pay a nonrefundable pet deposit fee of $300.00 for any replacement pet.

4. The above stated parties agree to have the rent check sent/postmarked by the 5th day of each month and agree to communicate with the property managers if rent is going to be late or if there is anything that needs to be discussed.

5. The above stated parties agree that no none functioning vehicles are to be stored on the property for more than 1 week; they must be repaired in a timely fashion.

6. The above stated parties agree to keep the laundry room and trash area clean and free of debris; ALL trash must go out for Monday morning.

All other terms and conditions of active lease remains in force. This is a legal and binding agreement. If you do not understand this document you need to seek legal advice.

In Witness whereof, the said parties have hereunto set their Hands and Seals this 1st day of February 2022.

Lessee: Brandon Deubell Date: 3/14/22

Lessee: Stephanie Hatton Date: 3/14/22

Witness: _____ Date: _____

Lessor: Archangel Investments, LLC. Date: 02/01/2022

Witness: Kelly Seabrook Date: 02/01/2022

STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT

SAM INVESTMENT PROPERTIES, LLC n/k/a ARCHANGEL INVESTMENTS, LLC
PLAINTIFF(S)
VS.
STEPHANIE HATTON and BRANDON DEUBELL
DEFENDANT(S)

RULE TO VACATE OR SHOW CAUSE
(Eviction)

TO [Defendant(s)]: SAM INVESTMENT PROPERTIES, LLC n/k/a ARCHANGEL INVESTMENTS, LLC is asking this Court to evict you from the property located at 1702 HOLLY DRIVE #201 NORTH MYRTLE BEACH, SC 29582, because they claim that:

☒ You have failed to pay rent when due or demanded in the amount of $1,300.00.
☐ The terms of your tenancy or occupancy have ended.
☒ You have violated the terms or conditions of your lease by: Multiple pets in excess of number permitted; additional tenants not listed on lease; failure to maintain property

You, STEPHANIE HATTON and BRANDON DEUBELL, the defendant and lessee of the premises listed above, and all others are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 **OR** to contact Magistrate _____ located at _____, SC _____, PHONE: _____ within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

Dated: _____

_____
MAGISTRATE JUDGE

Personally appeared before me, the undersigned deponent who, being duly sworn, says that s/he is a person over 18 years of age not a party or attorney in this action and that s/he attempted to serve the Rule to Vacate or Show Cause on [Defendant(s)] on the following dates/times:

	DATE	TIME	INITIALS
1.			
2.			
3.			

DATE OF SERVICE _____
TIME OF SERVICE _____
SETTLED/DATE _____
VACANT/DATE _____

SWORN to and Subscribed before me
This _____ Day of _____, _____

_____
NOTARY PUBLIC OR JUDGE

_____
SIGNATURE OF SERVER

On _____, I deposited a copy of this document in the United States Mail in an envelope addressed to the Defendant(s) above with first class postage affixed thereto.

SCCA/733A (Amended 11/2019)

STATE OF SOUTH CAROLINA	)	CIVIL CASE NUMBER
	)	IN THE MAGISTRATE'S COURT
COUNTY OF HORRY	)	
SAM INVESTMENT PROPERTIES, LLC n/k/a ARCHANGEL INVESTMENTS, LLC PLAINTIFF(S)	)	
VS.	)	WRIT OF EJECTMENT (Eviction)
STEPHANIE HATTON and BRANDON DEUBELL DEFENDANT(S)	)	

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

Upon the judgment of this court, rendered on _____ day of _____, 2022; you are hereby ordered to proceed to the premises located at 1702 HOLLY DRIVE #201, NORTH MYRTLE .

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them that they have **twenty-four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty-eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty-eight (48) hours.

Dated: _____ _____ MAGISTRATE

_____, being duly sworn state that:

☐ I personally served a copy of this Writ on _____, an occupant of the rental unit.

☐ On _____, 20_____, at _____, the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premises. On _____, 20_____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.

☐ Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.

☐ The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.

☐ Informed by Plaintiff that case is settled.

Date: _____, 20_____

_____
Sheriff/Deputy Sheriff/Constable

Check: 1146 Amount: $75.00 Date: 07/13/2022

ARCHANGEL INVESTMENTS, LLC
4347 HIGHWAY 319
AYNOR, SC 29511

1146
67-474/532

07/11/2022
DATE

PAY TO THE ORDER OF Rhonda Hucks $ 75.00
Seventy-five and 00/100 DOLLARS

ANDERSON BROTHERS BANK

For Basic cleaning 702 Holly #201 Keitha Seabrook

⑆053206741⑆ 3000247726⑈1146

2

(#201-(2))

RECEIPT

No. 535344

DATE 7-16-2022

FROM Archangel Inv. $100 —

one hundred ——— DOLLARS

○ FOR RENT

☒ FOR Washed walls + floors to remove smell of cat pee
1702 Holly - Purple - 2nd floor

ACCT.	100.00	☒ CASH
PAID	100.00	○ CHECK
DUE	—	○ MONEY ORDER
		○ CREDIT CARD

FROM — TO —

BY [signature]

A-1152
T-4161

2

ARCHANGEL INVESTMENTS, LLC
4347 HIGHWAY 319
AYNOR, SC 29511

1152
67-674/532

07/21/2022
DATE

PAY TO THE ORDER OF Rhonda Hucks $ 125.00

One hundred twenty-five and 00/100 DOLLARS

Security features included. Details on back.

ANDERSON BROTHERS BANK

FOR Complete Cleaning 1702 Holly Dr. #201

Katherine Seabrook

⑆053206741⑆ 3000247261⑈ 1152

Main Street Anderson Brothers Bank

2

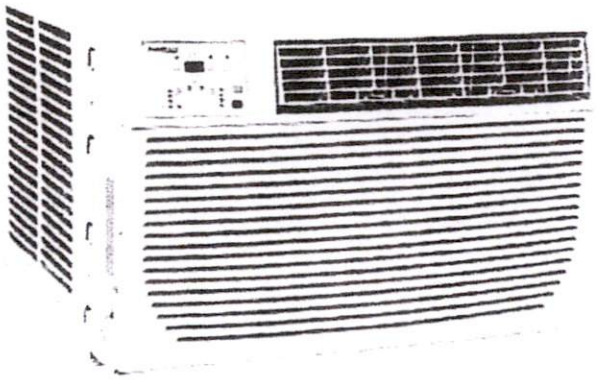
Item # bci2804369

Koldfront 8000 BTU 115V Window Air Conditioner with 3500 BTU Heater and Remote Control

Model:**WAC8001W**

(61) | Write a Review

#9.



$459.00 PRO PRICE

X 2

FREE Delivery by Monday

If ordered in the next **3 hrs 25 mins** - Shipping to 29588

Finish: White - 245 In Stock

Cooling Area

350 Sq. Ft.

$459.00 X 2 = $918.00

$918.00

+ $73.44 TAX

$991.44 TOTAL

Check: 1137 Amount: $80.00 Date: 07/05/2022

ARCHANGEL INVESTMENTS, LLC
4347 HIGHWAY 319
AYNOR, SC 29511

1137
57-674/532

07/05/2022
DATE

PAY TO THE ORDER OF Steven Cramer $ 80.00

Eighty and 00/100 DOLLARS

ANDERSON BROTHERS BANK

Electric repair + installed holes

Katherine Seabrell

:053206741: 3000247261: 1137

Check: 1139 Amount: $598.74 Date: 07/19/2022

5,6

ARCHANGEL INVESTMENTS, LLC
4347 HIGHWAY 319
AYNOR, SC 29511

1148
67-674/532

07/14/2022
DATE

PAY TO THE ORDER OF Steven Cramer $ 1455.00

One thousand four hundred fifty-five and 00/100 DOLLARS

ANDERSON BROTHERS BANK

FOR Painted unit, porch, misc. Painted hall floor @ 1702 Holly Drive #201

Katherine Seabrook

⑆053206741⑆ 3000247261⑈1148

Paid $45.00 cash to Cramer 07/19/2022 for 1702 Holly Dr. #201 paint touchups - (V)

Total - $1500.00

ARCHANGEL INVESTMENTS, LLC
4547 HIGHWAY 319
AYNOR, SC 29511

1153
67-474/532

07/21/2022
DATE

PAY TO THE ORDER OF Steven Cramer $ 95.00

Ninety-five and 00/100 DOLLARS

ANDERSON BROTHERS BANK

FOR Misc. work done @ 1102 Holly Dr. #201 Katherine Seabrook

⑆053206741⑆ 3000247726⑈1153

11.14.21

Andrew Marshall

INVOICE

07/20/2022

BILL TO	SERVICE LOCATION
Archangel Investments, LLC. PO Box 50398 Myrtle Beach, SC 29579	1702 Holly Drive North Myrtle Beach, SC 29582 #201 (Backhouse-Upstairs)

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Replaced damaged screens		
	Modified bedroom door		
	Repaired LR + Bath door casings		
	Painted 1 wall + Sanded/Painted Porch		
	Repair		
	Glazed		
	Replace		
	Put dow		
	Multiple		

#1, 3, 4, 7, 8, 10, 12, 13, 15, 16, 17, 18, 19, 20, 22, 23, 25, 26

SUBTOTAL	$1,150.00
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE BY	30 DAYS - $1,150.00

Thank you for your business!

Paid $1,150.00 by Arch Mngmnt CK#722 07/24/2022 (DA).
(TO be paid back by Arch operating when enough funds Avail.) (DA)

ARCHANGEL INVESTMENTS LLC
MANAGEMENT
4347 HIGHWAY 319
PO BOX 50398
MYRTLE BEACH SC 29579

722
67-674/532

07/24/2022
DATE

PAY TO THE ORDER OF Andrew Marshall $ 1,150.00

one thousand one hundred fifty and 00/100 – DOLLARS

Security features included. Details on back.

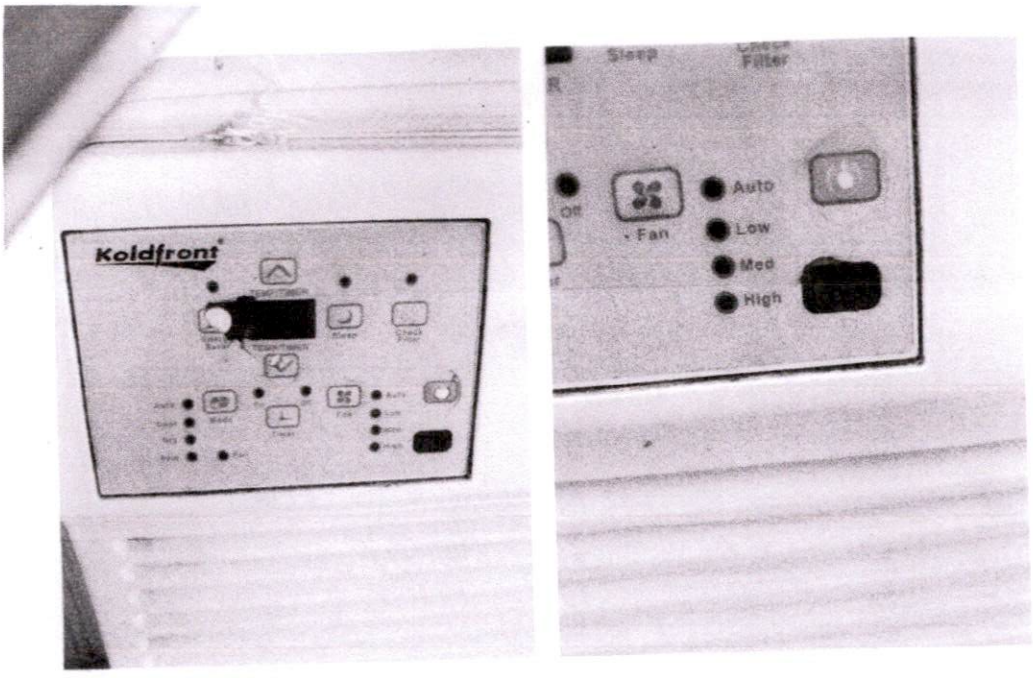
ANDERSON
BROTHERS BANK

FOR 1702 Huin Dr. #201 Inv. Screens, Doors, Painting, & Misc. Repairs (for re-renting)

Katherine Seabrook

⑆053206741⑆ 3000 2488 2⑈0722

Main Street Anderson Brothers Bank


Koldfront
Sleep
Fan
Auto
Low
Med
High

INVOICE

Archangel Investments, LLC.
PO Box 50398
Myrtle Beach, SC 29579

DATE: July 20, 2022
INVOICE FOR: *1702 Holly Dr. #201 NMB, SC 29582*

Bill To: Stephanie Hatton & Brandon Duebell

DESCRIPTION	AMOUNT
Security Deposit Return for 1702 Holly Drive #201 NMB, SC 29582.	$1,050.00
Repairs/Deductions:	
1. Junk Removal from storage area. (See attached pictures.)	$40.00
2. Thoroughly cleaned apartment due to excessive filth. (See attached pictures.)	$300.00
3. Repaired damaged/torn screens on front porch, front porch door, and back door. (See attached pictures.)	$225.00
4. Repaired door casing to the left of the front door. (See attached pictures.)	$45.00
5. Reattached light/fan globe in living room. (See attached picture.)	$35.00
6. Replaced damaged blinds. (See attached pictures.)	$45.00
7. Readjusted and modified front bedroom door installed by tenants to make it fit properly. (See attached pictures.)	$65.00
8. Removed circle clasps on front bedroom wall. (See attached picture.)	$20.00
9. Replaced 2 AC/Heat units due to buttons/screens being broken. (See attached pictures.)	$991.44
10. Reattached outlet in living room under AC/Heat unit. (See attached picture.)	$20.00

Thank You For Your Business

TOTAL Continued

PLAINTIFF'S EXHIBIT 3 hbd-2725

117 Prev. mailed to tenants 7/26/2022 — (R) 1

INVOICE

Archangel Investments, LLC.
PO Box 50398
Myrtle Beach, SC 29579

DATE: **July 20, 2022**
INVOICE FOR: ***1702 Holly Dr. #201 NMB, SC 29582***

Bill To: Stephanie Hatton & Brandon Duebell

DESCRIPTION	AMOUNT
11. Installed missing smoke detector in bedroom. (See attached picture.)	$65.00
12. Repaired damage to bathroom door frame. (See attached pictures.)	$35.00
13. Repaired chipping in bathtub. (See attached pictures.)	$115.00
14. Replaced light bulbs installed by tenant in bathroom and bedroom. (See attached pictures.)	$15.00
15. Replaced broken bar on refrigerator door. (See attached picture.)	$65.00
16. Replaced missing light bulb in refrigerator. (See attached picture.)	$10.00
17. Removed hooks and repaired chip on right side of refrigerator. (See attached pictures.)	$35.00
18. Replaced missing under cabinet lighting. (See attached picture.)	$80.00
19. Repaired damaged kitchen cabinet doors. (See attached pictures.)	$40.00
20. Replaced damaged closet pole in back bedroom. (See attached picture.)	$25.00
21. Removed extra lock on bedroom door installed by tenant. (See attached picture.)	$15.00
22. Repainted back bedroom wall due to smoke damage. (See attached picture.)	$70.00
23. Replaced broken glass on front porch window. (See attached picture.)	$35.00
24. Kilz'd, sealed, and repainted all walls, trims, and ceilings complete due to harsh cat pee odor in apartment.	$1,500.00

Thank You For Your Business

TOTAL **Continued**

INVOICE

Archangel Investments, LLC.
PO Box 50398
Myrtle Beach, SC 29579

DATE: July 20, 2022
INVOICE FOR: *1702 Holly Dr. #201 NMB, SC 29582*

Bill To: Stephanie Hatton & Brandon Duebell

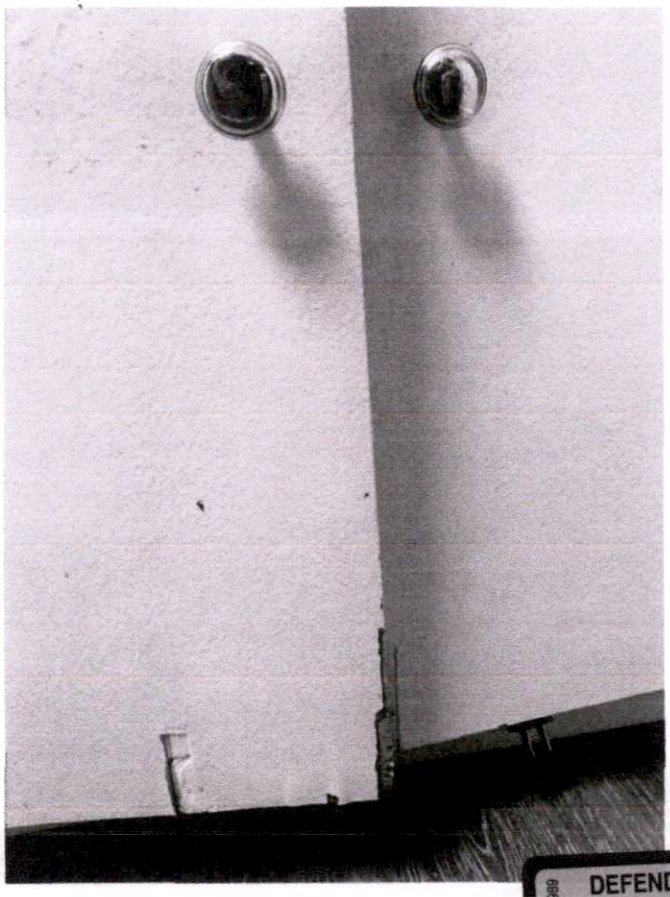
DESCRIPTION	AMOUNT
25. Scrapped, sanded, and repainted front porch floor due to tenants having it improperly painted. (See attached pictures.)	$150.00
26. Laid new loom and reseeded area of lawn where car was abandoned. (See attached pictures.)	$75.00
27. Nine months of rent due to Landlord as lease was to remain in place until 03/31/2023.	$11,700.00
Repairs/Deductions Total	$15,816.44
**See itemized pictures attached to this invoice.*	
Security Deposit Return	($1,050.00)
Amount due after Security Deposit Return	$14,766.44

Please send your payment of $14,766.44 Immediately upon receipt of this statement to:
Archangel Investments, LLC.
PO Box 50398
Myrtle Beach, SC 29579

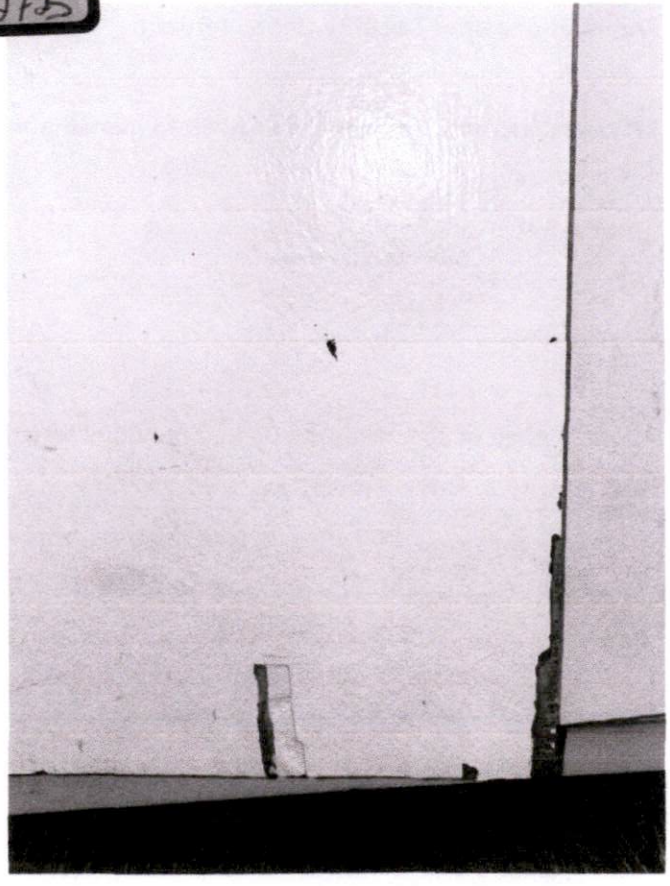
Sent Invoice to address provided by previous tenant:
2379 Clandon Drive Myrtle Beach, SC 29579

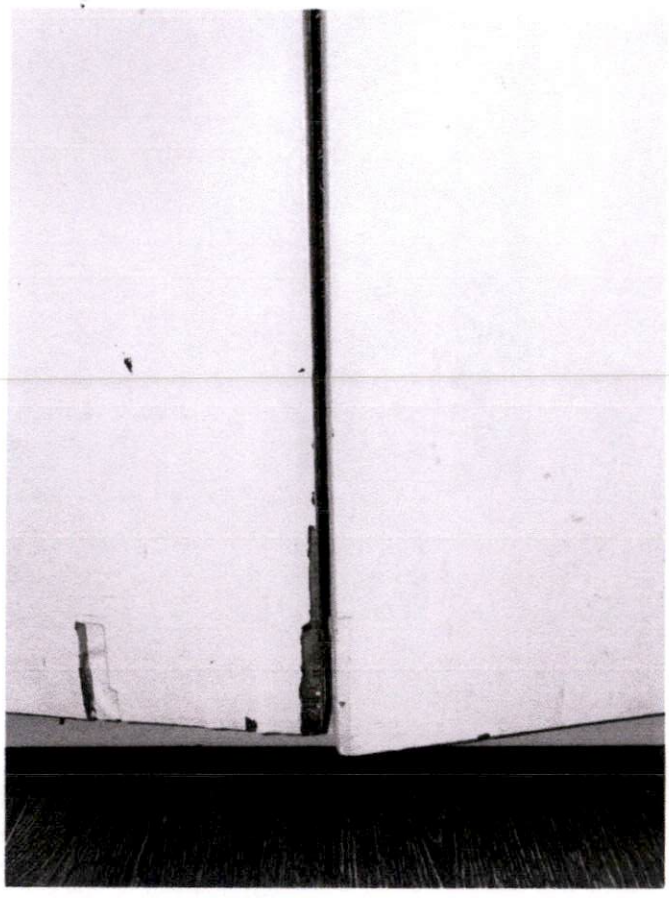
Thank You For Your Business

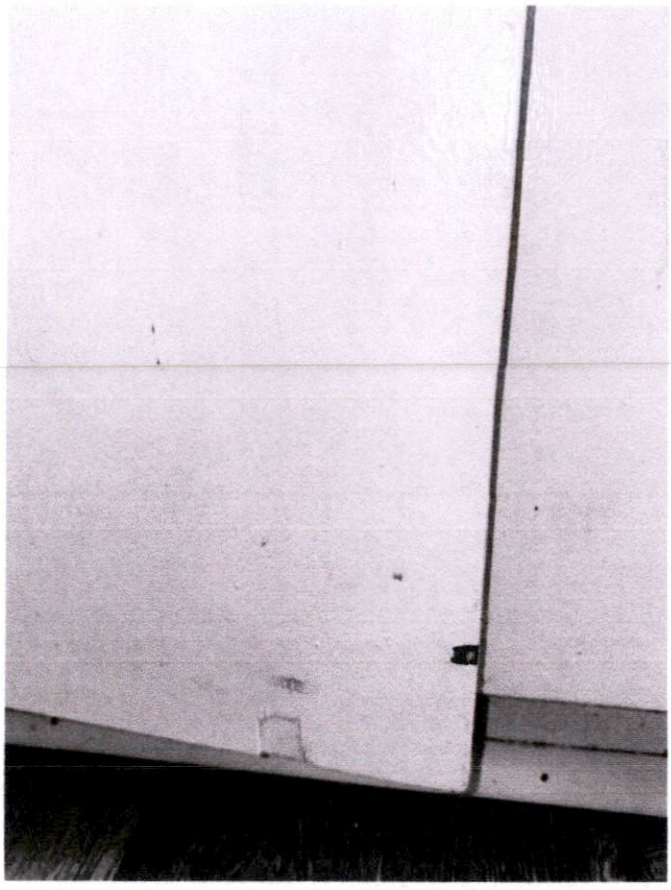
TOTAL $14,766.44

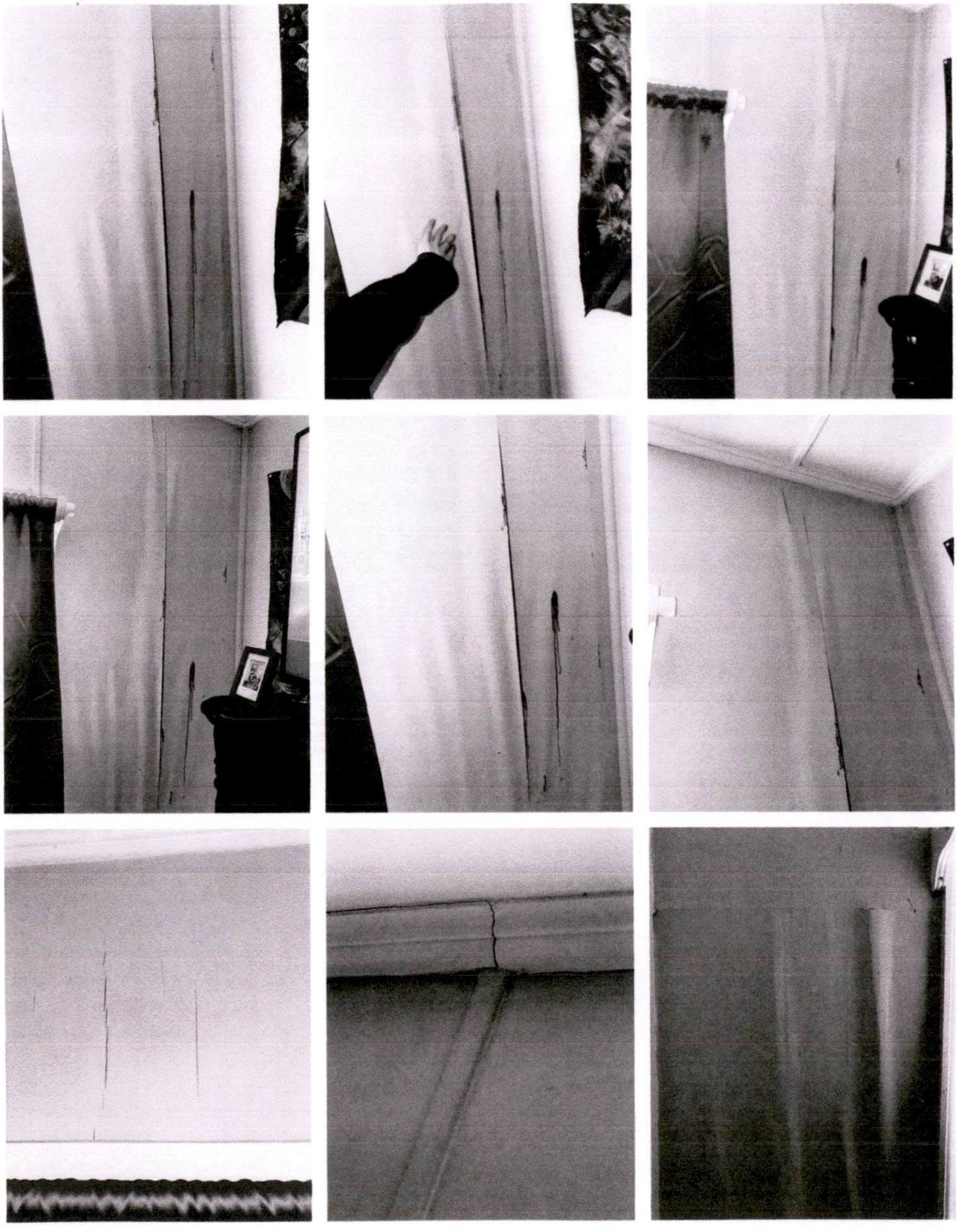


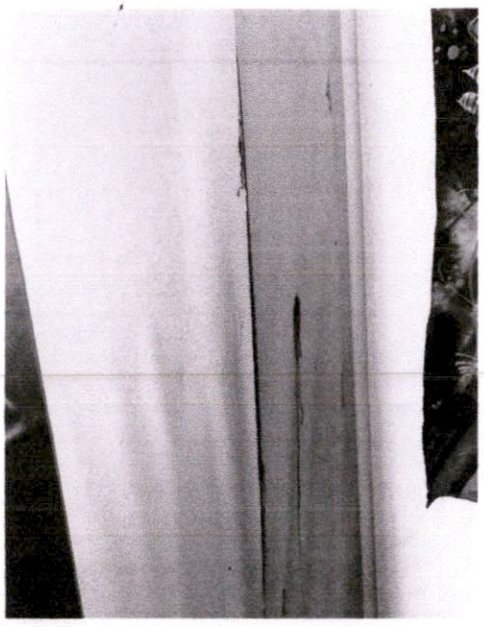
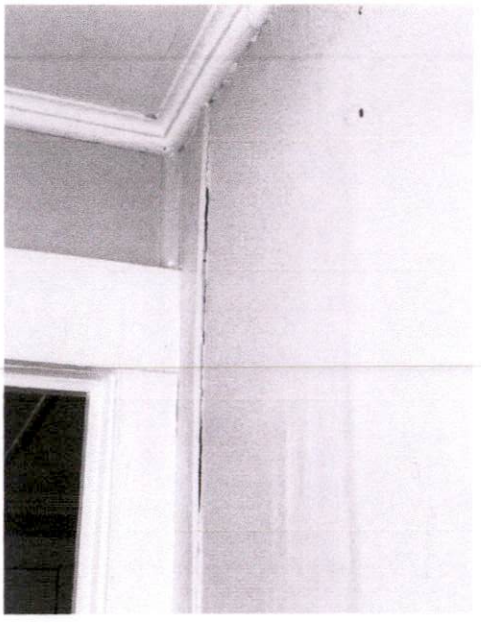
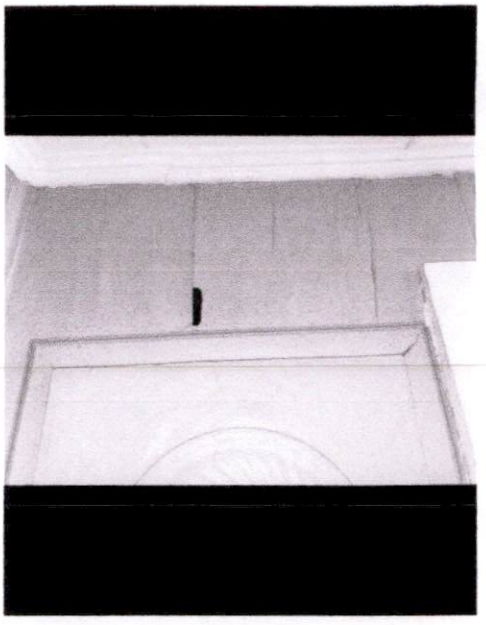
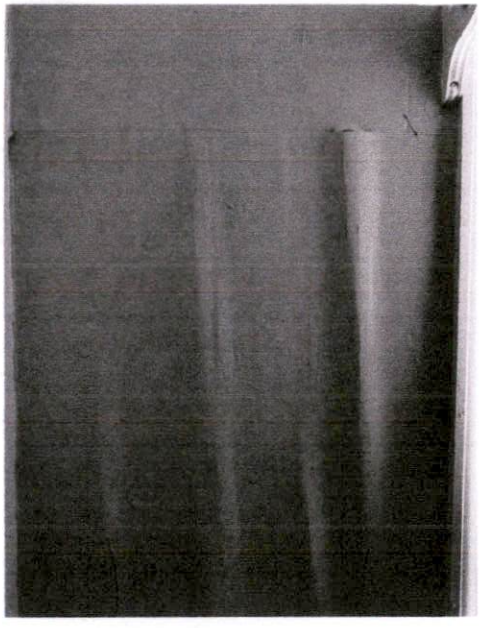
PENGAD 800-631-6989
DEFENDANT'S EXHIBIT
1
DP 1:275

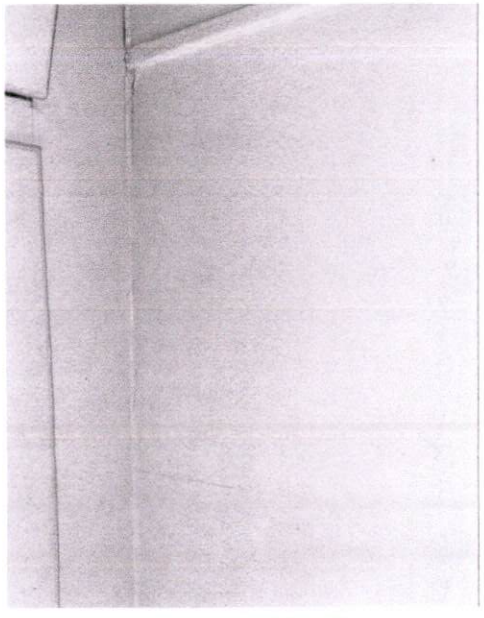
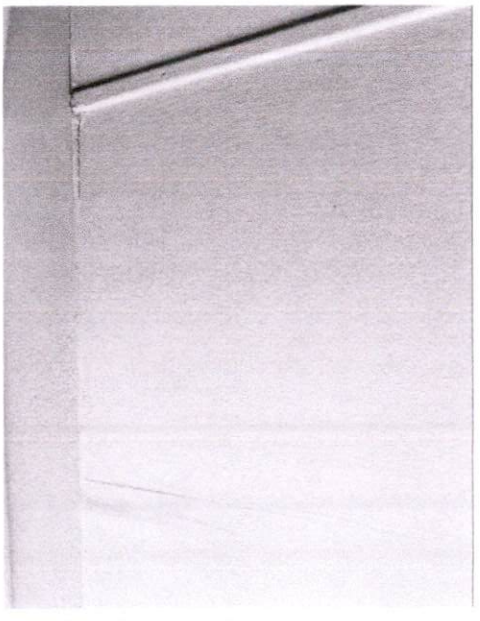
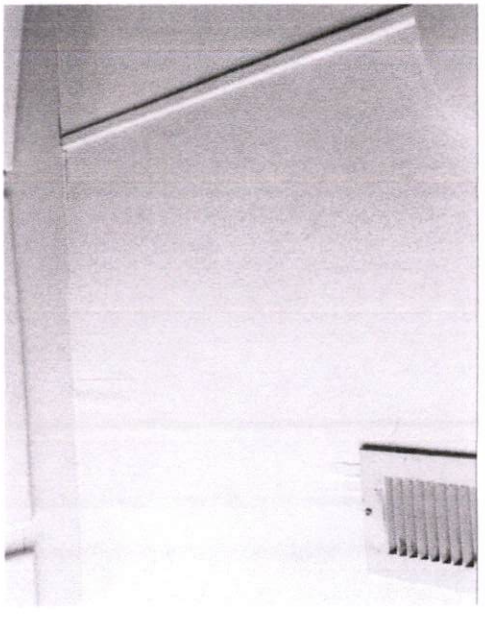


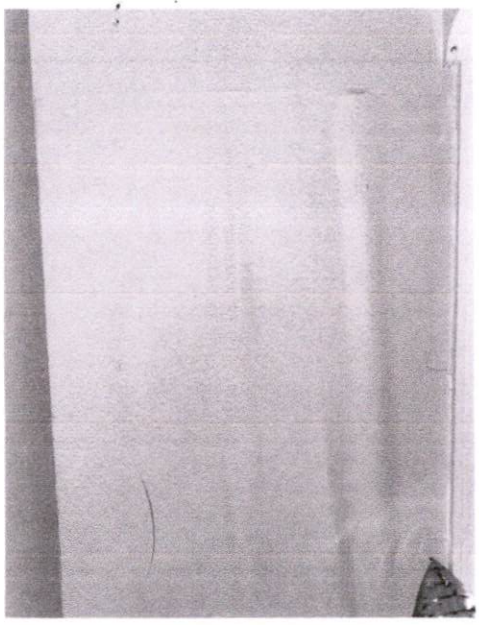
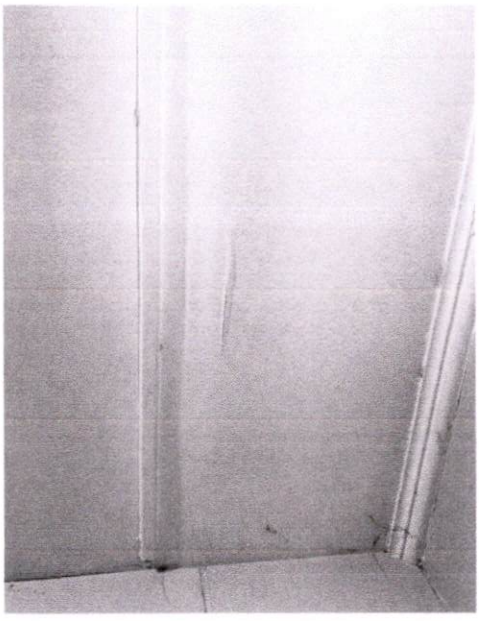
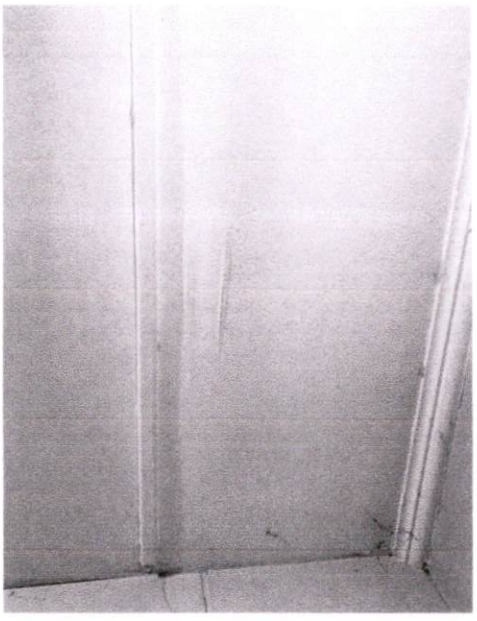
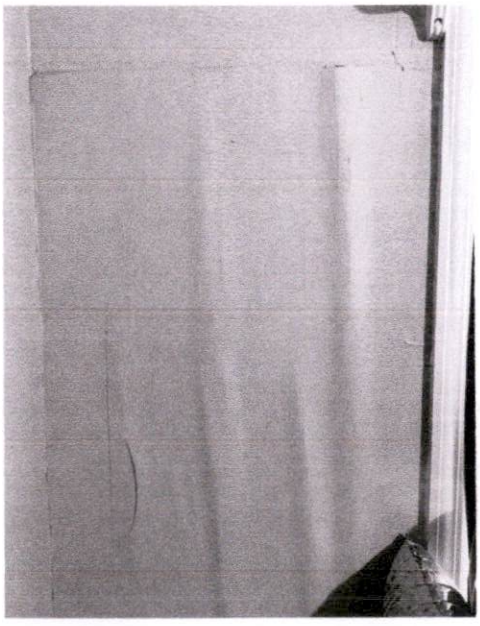


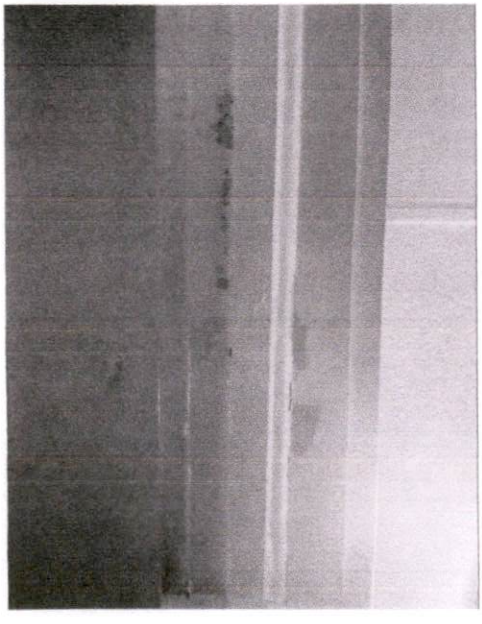
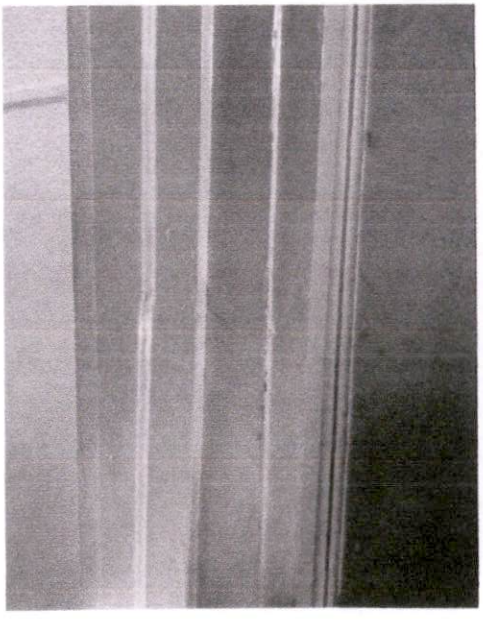
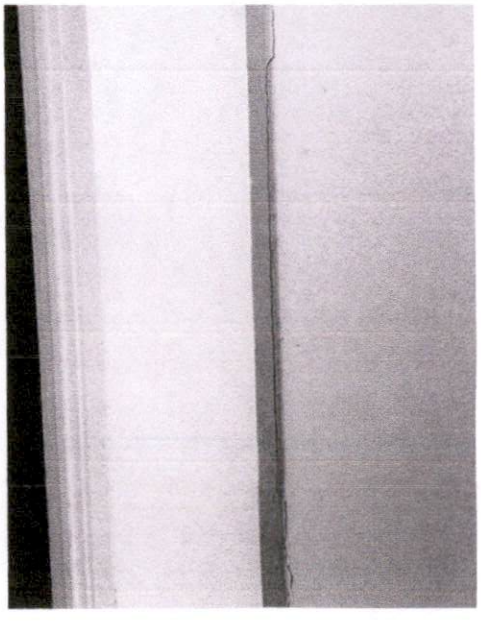


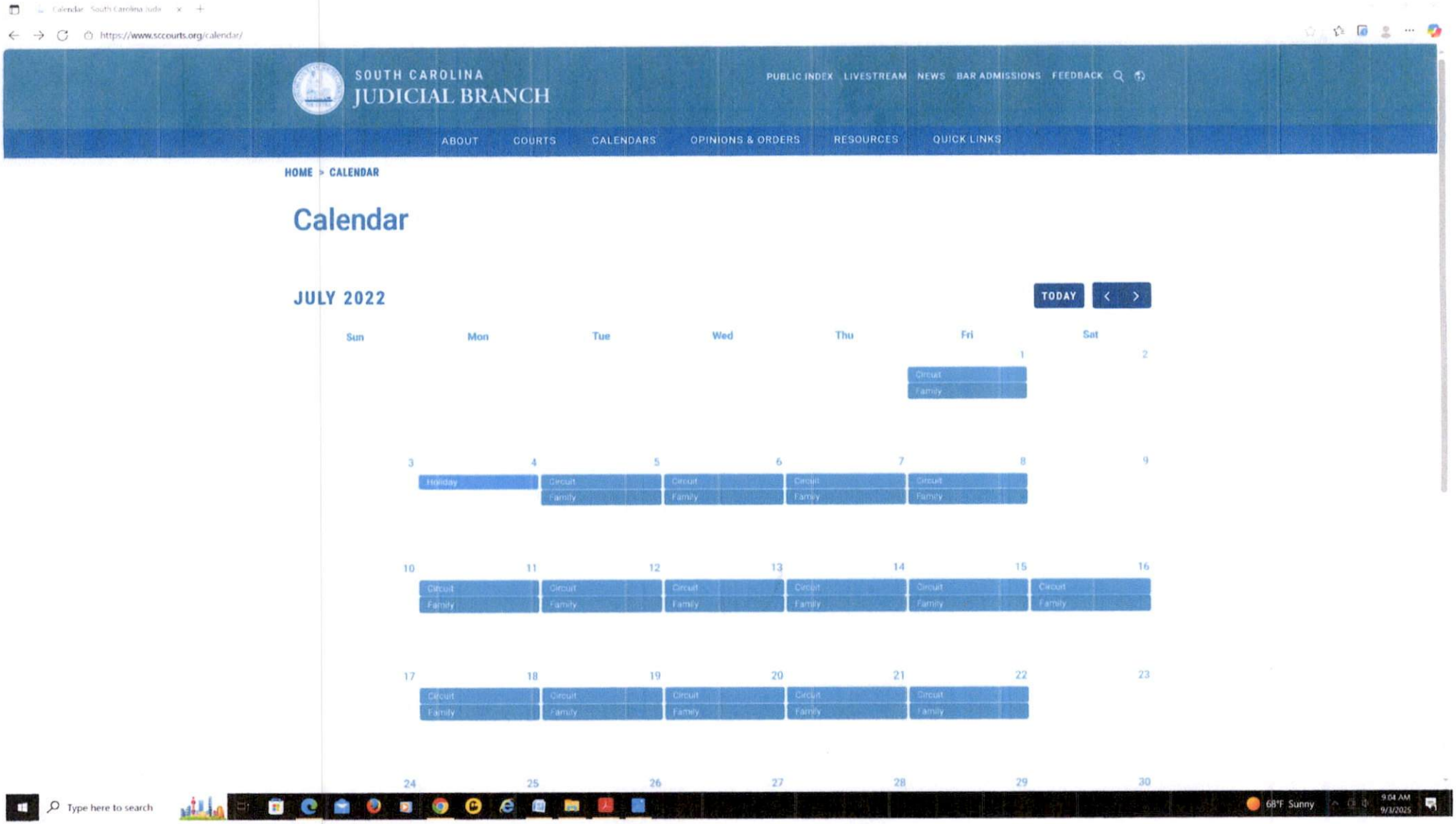
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