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**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Supreme Court

APPEAL FROM THE COURT OF COMMON PLEAS  
CHARLESTON COUNTY

R. Markley Dennis, Jr., Presiding Judge

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

\_\_\_\_\_  
Appellate Case No.: 2022-000622  
\_\_\_\_\_

_____	)
RUSSELL CRAWFORD,	)
	)
Appellant,	)
	)
vs.	)
	)
RAYMOND BABICH,	)
	)
Respondent .	)
_____	)

\_\_\_\_\_  
**RESPONDENT'S RETURN TO PETITION FOR WRIT OF CERTIORARI**  
\_\_\_\_\_

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## COUNTER-STATEMENT OF THE CASE

This is an appeal from an April 26, 2022 Order of Circuit Court Judge R. Markley Dennis, Jr., presiding judge in the Charleston County Court of Common Pleas, which denied Appellant Russell Crawford's ("Crawford" or "Appellant") Appeal of an August 10, 2021 Writ of Ejectment issued by Charleston County Magistrate Amy Mikell following a July 19, 2021 Order granting of a Motion for Summary Judgment filed by Respondent Raymond Babich ("Babich" or Respondent) for such ejectment relief.

### **The Parties' Lease**

Appellant Crawford in an individual who owns a trailer situated on a parcel of land known as "Lot 3" that is within a manufactured home park located at 4683 West Montague Avenue in North Charleston, South Carolina owned and operated by Respondent Babich. R. 26, 56-57. Crawford and the prior owner of the manufacturer home park, West Star Mobile Home Park, entered into a "Rental Agreement," dated March 1, 1998 to "[E]stablish a month to month tenancy, commencing on March 1, 1998 (the "Lease"). R. 60-61. This Lease expressly provided that "It is mutually agreed that either party may terminate this tenancy by giving the other party thirty (30) written notice thereof ...". R. 61.

### **Application for Appellant's Ejectment**

From emails between the parties submitted by the Appellant, it appears that the Appellant had a history of making complaints leading to disputes with his neighbors over

what the Appellant considered excessive noise levels. R 26, 14-19. On March 17, 2020, Babich emailed Crawford notice that "This is notice your tenancy, including both you and your mobile home trailer, is being ended as of May 1, 2020." R. 22.

On July 15, 2020, Babich filed an Application for Ejectment with the Charleston County Magistrate Court. *Id.* In response, Crawford appeared by counsel and filed a Motion for Summary Judgment to dismiss Babich's Application for Ejectment. The basis for summary judgment was that Crawford's month to month tenancy, which was governed under the Manufactured Home Park Tenancy Act, S.C. Code Ann. §§ 27-47-10, *et seq.* (the "MHPTA"), could not be terminated as a matter of law because the expiration of a lease term is not grounds to terminate a tenancy otherwise subject to the MHPTA. R. 41.

### **The Magistrate Court Orders**

Following allowances for the parties' briefing and oral argument, Magistrate Amy Mikell denied Crawford's Motion for Summary Judgment by Order dated July 12, 2021. R. 6-9. The basis for the Magistrate's ruling was denying Crawford's Motion for Summary Judgment was that, while the "end of [a] lease term" is not expressly stated as grounds under Section 27-47-530 MHPTA to terminate a tenancy subject to the MHPTA, the provision and effect of subsection (A)(8) of MHPTA Section 27-47-530, providing for termination for "other reason sufficient under common law." *Id.*; R. 56-57. The Magistrate further noted MHPTA section 27-47-110 which provided that the MHPTA was subject to the Chapter 40 the Residential Landlord and Tenant Act (S.C. Code §§ 27-40-20 *et seq.* (the "RLTA") "if such application was not inconsistent with or contrary to the provisions of the MHPTA. *Id.* Therefore, the Magistrate reasoned that Crawford could be ejected

for termination of the lease term upon receipt of prior 30 day written notice, as provided for under RLTA Section 27-40-770(b) ("A landlord or tenant may terminate a month-to-month tenancy by a written notice given to the other at least thirty days before the termination dated specified in the notice."). *Id.*

At this point, on July 6, 2021, Babich filed a Motion for Summary Judgment, arguing that as there was no factual dispute over the validity of the Lease and that proper 30-day advance written notice of the lease termination having been given, he was entitled to a Writ of Ejectment on his Application for the same and that Crawford was not entitled to a jury trial, as he had requested. R. 40-42. In opposing the Babich Motion for Summary Judgment, Crawford renewed his arguments submitted in favor of Crawford's Motion for Summary Judgment, which the Magistrate accepted. R 9; July 19, 2021 Order, fn. 4].

In granting summary judgment to Babich by Order dated July 19, 2021, the Magistrate noted that there was no factual dispute over the propriety of the March 17, 2020 email notice of month-to-month tenancy termination. R. 7. The Magistrate applied the same rationale in denying Crawford's contention that he could not, as a matter of law, be ejected from his month-to-month tenancy subject to the MHPTA on the grounds that the lease term was at an end. R. 8. Finding that the dual bases that tenancies under the MHPTA may be terminated for "other reason sufficient under common law" (Section 27-47-530(A)(8) and that the MHPTA was subject to the RLTA as long as the RLTA was not contradicted by the MHPTA, Babich had complied with the MHPTA and RLTA and was hence entitled to a Writ of Ejectment. R 9.

In granting leave to seek a Writ of Ejectment, the Magistrate also considered that Crawford's second argument that under MHPTA Section 27-47-220, a manufactured home park owner was obligated to act in good faith and that certain emails between the parties allegedly showed Babich's bad faith over the course of Crawford's tenancy. *Id.* The Magistrate ruled that it was not making any finding as to whether Babich had shown bad faith in seeking an ejectment order. R 9; July 19, 2021 Order, fn. 6. The Magistrate further ruled, as MHPTA Section 27-47-220 is silent on what remedy is appropriate in instances of park owner bad faith, that an absolute bar on ejectments was not an appropriate remedy even for violations of MHPTA Section 27-47-220's requirement that a park owner act in good faith. *Id.*

#### **The Circuit Court Appeal**

After the Magistrate signed a Writ of Ejectment on August 10, 2021, Crawford filed an Appeal to the Court of Common Pleas on August 11, 2021 and a Bond to Stay Execution of the Writ of Ejectment. *Id.* The Return of Magistrate Mikell was filed on September 16, 2021, and a hearing on Crawford's Appeal was heard by Circuit Judge Dennis on April 19, 2022. [April 26, 2022 Order of Judge Dennis].

By Order dated April 26, 2022, Circuit Judge Dennis denied Crawford's appeal without comment on the rationale. Judge Dennis further stayed execution of the Writ of Ejectment for 90 day on Respondent's consent. *Id.* On May 6, 2022, Crawford timely filed a Notice of Appeal of Judge Dennis' April 26, 2022. *Id.*

## COUNTER-STATEMENT OF THE ISSUES ON APPEAL

1. MAY THE OWNER OF A TRAILER LOCATED WITHIN A MOBILE HOME PARK BE EJECTED FROM A PARCEL OWNED BY THE TRAILER PARK OWNER FOLLOWING EXPIRATION OF A MONTH TO MONTH TENANCY AND UPON ISSUANCE OF PROPER WRITTEN 30-DAY NOTICE TO QUIT?
2. ARE THERE ANY OTHER GROUNDS APPEARING IN THE RECORD TO SUPPORT THE AFFIRMANCE OF THE CIRCUIT COURT'S DECISION AND RULING UNDER SCACR 220(c)?

### ARGUMENT

- I. **THE COURTS BELOW PROPERLY DETERMINED THAT APPELLANT'S MONTH-TO-MONTH TENANCY COULD BE TERMINATED BY THE RESPONDENT FOLLOWING SERVICE OF PROPER ADVANCE WRITTEN 30-DAYS NOTICE**

The Appellant's first and principal argument is that the Manufactured Home Park Tenancy Act, S.C. Code Ann. §§ 27-47-10, *et seq.* (the "MHPTA") prohibits the owner of a mobile home from being ejected by his or her landlord despite the fact that (i) the lease has expired and (ii) proper advance 30-day written notice of the tenancy's termination was given by the landlord to tenant. Three courts have now rejected this argument.

It is not disputed that the MHPTA generally governs situations involving ownership of mobile/manufactured homes, such as owned by the Appellant, situated on manufactured home parks, such as owned and operated by the Respondent. However, there is zero authority found in the MHPTA that supports that proposition that a manufactured homeowner has a perpetual right to occupy space on a manufactured home park when that person's lease is expired and a proper notice to quit has issued. As noted by the Magistrate Court, MHPTA Section 27-47-530 does not list the expiration date of a lease term as an express reason to terminate a lease. However, the MHPTA

contains an express reason that an ejection may be had for any reason “sufficient under the common law” of South Carolina to eject a tenant otherwise subject to the MHPTA. Indeed, in exacting the MHPTA, the Legislature expressly provided that persons under the jurisdiction of the MHPTA were subject to provisions of the South Carolina Residential Landlord and Tenant Act<sup>1</sup> (the “RLTA”) so long as the RLTA did not contradict the MHPTA. S.C. Code Ann.27-47-110 (“The provisions of the Residential Landlord Tenant Act in Chapter 40 of Title 27 shall apply to tenancies in manufactured home parks if such application is not inconsistent with the provisions of this chapter [the MHPTA])” *Id.*

Accordingly, in situations where proper advance written notice of a lease or tenancy termination has been provided by the landlord to the tenant in a manufactured home park, the Legislature has codified that a month to month tenancy may be lawfully terminated on 30-days advance written notice to the tenant. Herein, S.C. Code Ann. § 27-35-110 provides: “A tenancy from month to month may be ended by either party giving the other written notice of thirty days to the effect that such tenancy shall be then terminated. No such tenancy shall ripen into a tenancy from year to year.” *Id.* Here, Appellant has conceded that he received proper 30-day advance written notice on March 17, 2020 that Appellant’s tenancy was ending on May 1, 2020. {Appellant’s Brief, p. 3}.

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<sup>1</sup> The MHPTA was enacted well after the enactment of the RLTA, and it may be presumed that the Legislature was well aware of and approved of the provisions under the RLTA that provided a tenant can be ejected upon proper 30-day written advance notice following expiration of lease term. If the Legislature intended that lessees of parcels in manufactured home parks be granted the right to occupy those parcels indefinitely so long as they did not violate other provisions in MHPTA Section 27-47-530, then it would be expected that such additional rights would be set forth in MHPTA Section 27-47-530. No such inclusion was made to MHPTA Section 27-47-530.

Respondent's Application for Ejectment was filed on July 15, 2020. Accordingly, all of the statutory requirements for a valid ejectment were met, and there was no error in the Magistrate Court, Circuit Court and Court of Appeals rulings that Respondent was properly entitled to a Writ of Ejectment against the Appellant.

**II. APPELLANT'S ALLEGATIONS THAT RESPONDENT HAS ACTED IN BAD FAITH ARE NOT REVIEWABLE ISSUES OR APPLICABLE ON THIS APPEAL**

Appellant's second argument in the Petition for Certiorari is that because the MHPTA imposes a duty upon the owner/landlord of manufactured home park to act in "good faith" (S.C. Code Ann. § 220), Appellant's bare allegations that Respondent acted in bad faith equates to a prohibition of the eviction proceeding instituted by the Respondent after Appellant's lease expired and Appellant failed to quit the premises despite receipt of an advance written 30-day notice to quit .

However, the Magistrate Order granting Respondent's Motion for Summary Judgment, which is the only Order that the Circuit Judge reviewed and hence the only Order subject of this Appeal, expressly stated that "Whether or not the Plaintiff (Babich) acted in good faith, thereby violating his duty under section 27-47-220 is a matter of fact. However, it is a matter of law as to what remedy applies to any alleged breach of section 27-47-220. This Court makes no findings whether Plaintiff acted in bad faith." R 9; [July 19, 2021 Order of Judge Mikell, p. 2, Fn. 6] Judge Mikell further noted that "[A]n absolute bar to eviction is not the appropriate remedy for any actions taken by Plaintiff that are alleged to be in bad faith and in violation of section 27-47-220." *Id.* The absence of any factual findings on the issue of the alleged bad faith of the Respondent by the trial court precludes appellate review of the same. *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 23,

602 S.E.2d 772, 779-80 (2004) ("Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the [circuit] court.").

Moreover, the duty of good faith set forth in S.C. Code Ann. § 27-47-220 is directed to the owner or landlord's obligations in Article III subsections 37-47-410 to 27-47-470 expressly apply to a landlord's duty to provide means of serving notice upon the landlord (subsection 420); giving proper notice of lease rate increases (subsection 420); maintaining aesthetic standards (subsection 430); reasonably approving new purchasers (subsection 440); providing equal access to common area facilities (subsection 450); duty to maintain safety over areas of landlord's control (subsection 460) and maintaining cleanliness (subsection 470). Nothing therein closely approximates grounds to contend that there exists an extra duty of good faith to extend a lease indefinitely to situations where a term of lease has expired or the tenant is under a month-to-month tenancy.

The Court of Appeal similarly rejected the Appellant's attempt to create an appealable issue on the basis of bare, conclusory allegations that were never considered by the trial court or on appeal:

"We hold that to the extent Crawford argues he established a defense against the eviction proceedings by demonstrating evidence of Babich's bad-faith actions, his argument is unpreserved for review because he failed to raise this argument to the magistrate. See *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 23, 602 S.E.2d 772, 779-80 (2004) ("Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the [circuit] court."). Further, we hold that to the extent Crawford argues the circuit court erred in finding that an absolute bar to eviction was not an appropriate remedy for any bad-faith actions under the MHPTA, the circuit court's finding was not erroneous. Compare § 27-47-220 (MHPTA provision imposing a duty of good faith in actions taken as condition

precedent to exercise of rights and/or remedies under the MHPTA), with § 27-40-910(a) (RLTA provision prohibiting retaliation against specified actions via rent increase).

July 19, 2025 Court of Appeals Order Affirming Circuit Court, page 3.

Accordingly, it is respectfully submitted that the issue of the Respondent's alleged bad faith is neither properly before this Court on appeal nor relevant to the ejectment of a tenant whose lease has expired, and Appellant's arguments thereabout must be denied.

**III. APPELLANT'S THIRD AND FINAL ARGUMENT THAT "GRAVE INJUSTICE," "UNJUST ENRICHMENT" AND/OR "THEFT" OF APPELLANT'S MANUFACTURED HOME WILL RESULT UNDER THE COURT OF APPEAL'S DECISION IS A NEW ARGUMENT, UNPRESERVED ON APPEAL, AND IS NOT SUPPORTED BY EVIDENCE IN THE RECORD.**

There is no evidence in the Record on Appeal that Respondent has engaged or will engage in any attempt to convert Appellant's manufactured home. There is no evidence in the Record on Appeal that Appellant cannot move and transport said manufactured home to new locations. There is no evidence in the Record that Respondent has ever claimed his ownership of Appellant's subject manufactured home, to which Appellant is the only title holder. The argument accusing Respondent of attempting to gain title to Appellant's manufactured home, at a minimum, is based on pure hyperbole designed to solicit sympathy by casting malicious and meritless allegations against Respondent. Respondent has acted in accordance with the applicable South Carolina law and procedures governing landlord tenant matter at every instance.

Most importantly, as noted by the Court of Appeals rebutting the argument over Respondent's alleged bad faith, "issues not raised in any prior proceeding and not ruled upon by any court ... are not preserved for review." Court of Appeals, July 19, 2026

page, 3, citing *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 23, 602 S.E.2d 772, 779-80 (2004) ("Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the [circuit] court.").

The Appellant has attached multiple documents to an "Appendix" to his Petition for Certiorari. Respondent objects to any of these documents which are not actually also contained in the Record on Appeal. This includes, specifically, Appendix Exhibits "F," "G" and "J," which are not contained in the Record on Appeal.

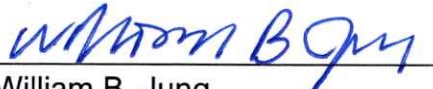
### **Conclusion**

For the foregoing reasons, it is respectfully submitted that the Appellant's Petition for a Writ of Certiorari should be denied.

Dated: Mount Pleasant, S.C.  
October 29, 2025

Respectfully submitted,

**WILLIAM B. JUNG, ESQ.**



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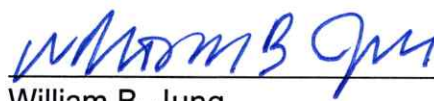
Attorney for the Respondent

**PROOF OF SERVICE**

I, William B. Jung, Esq., certify under penalty of perjury that I served a copy of the Respondent's Return to the Appellant's Petition for a Writ of Certiorari upon the Appellant by mailing and emailing a true and complete copy thereto to Appellant Russell T. Crawford on October 29, 2025:

Russell T. Crawford  
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October 29, 2025



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