

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
Case No.: 2025-002087

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Nov 24 2025

SC Court of Appeals

Appeal from the Court of Common Pleas
Seventh Judicial Circuit
Spartanburg County
Trial Court Case No.: 2025-CP-42-04002

SUPPLEMENTAL NOTICE OF APPEAL AND OBJECTION TO JUDGMENT TERMS

Pursuant to Rule 203 and related appellate provisions, Appellant Sylecia McIntyre hereby submits this Supplemental Notice of Appeal objecting to specific terms in the lower court's ruling dated November 17, 2025, particularly those that:

1. Instruct direct payment to the landlord rather than holding bond in escrow, and
2. Ignore statutory and equitable protections granted under the South Carolina Residential Landlord and Tenant Act.

I. OBJECTION TO PAYMENT INSTRUCTIONS OUTSIDE ESCROW

The lower court's order improperly directs the Appellant to remit payment directly to the Respondent for the months of November and December 2025. This instruction circumvents the standard bond process and places the Appellant at risk of ongoing retaliation and economic loss without court-supervised protections.

According to established procedure and fairness principles, bond payments should be held in escrow pending resolution, not remitted to a landlord actively under dispute for retaliatory behavior and neglect.

II. FAILURE TO UPHOLD HABITABILITY OBLIGATIONS

Appellant's refrigerator has been nonfunctional for an extended period of time, resulting in hundreds of dollars in spoiled food. Despite repeated verbal and written requests, the landlord has refused to repair or replace the refrigerator, constituting a breach of the implied warranty of habitability under S.C. Code § 27-40-440(a)(1)-(4).

This breach justifies withholding of rent under S.C. Code § 27-40-640, as material noncompliance by the landlord gives rise to a tenant's right to deduct damages or terminate the lease if uncorrected within a reasonable time after notice.

Appellant seeks reimbursement in the amount of \$900 for spoiled groceries, and formal repair or replacement of the appliance before any further rent is deemed due.

III. STATUTORY RIGHT TO SET-OFF UNDER S.C. CODE § 27-40-210

Appellant asserts that prior payments made from June through October 2025 were lawfully tendered via negotiable instruments clearly labeled for set-off and discharge, supported by affidavits and mailing documentation filed in the court record.

These payments were not rejected on legal grounds, and no verified accounting or response was issued. According to S.C. Code § 27-40-210, tenants retain the right to initiate an "action for equitable relief, including suit in equity or set-off," particularly in cases of dispute, overcharge, or defective conditions.

Appellant's application and instructions constituted a formal conveyance of secured collateral, and payment was tendered in anticipation of a fiduciary accounting—not casual remittance.

IV. REPEATED TENDER OF PAYMENT IGNORED

Appellant reiterates that lawful tenders of payment were made in June, July, August, September, and October, and were accompanied by documentation and expectations of fiduciary processing. These were not casual money orders but instruments tendered for set-off and discharge.

Despite these submissions, the landlord failed to provide:

Any formal rejection notice

A corrected ledger

A fiduciary response to the principal's instructions

Repair action on documented habitability defects

V. REQUEST FOR RELIEF

Given these violations and procedural irregularities, Appellant respectfully requests that this Court:

1. Vacate the payment instruction requiring direct remittance to the landlord;
2. Uphold Appellant's statutory right to withhold rent under §§ 27-40-640 and 27-40-210;
3. Require verified accounting from the Respondent;
4. Order reimbursement of \$900 in spoiled food losses
5. Affirm Appellant's standing as both principal and agent, with a right to equitable remedies, including set-off.

Appellant reserves all rights for further amendment or supplementation based on additional records and exhibits submitted previously or to be submitted thereafter.

Respectfully submitted,



McIntyre, Sylecia

Agent on behalf of Principal

1855 E Main St, Suite 14-219

Spartanburg, SC 29307

864-788-3274

This 23 day of November, 2025

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CERTIFICATE OF SERVICE

I, McIntyre, Sylecia, Agent for Principal, hereby certify that on this 23, day of November 2025, I served the following documents:

- Supplemental Appeal Bond

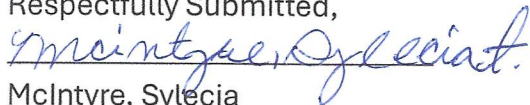
By depositing a true and correct copy of each document in the United States Postal Service/UPS for regular delivery, properly addressed to:

Cassidy Coates Price, P.A.
Attn: Ross Plyler & Tiffany H.
1052 N. Church St.
Greenville, SC 29601-1639

Service was completed in good faith pursuant to the South Carolina Rules of Civil Procedure.

I further certify that the above service constitutes full and proper notice to the opposing party.

Respectfully Submitted,



McIntyre, Sylecia

Agent for Principal

1855 E. Main Street, Ste 14-219

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