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ELECTRONICALLY FILED - 2025 Nov 03 12:37 PM - GREENVILLE - COMMON PLEAS - CASE#2023CP2303853

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
APPEAL FROM GREENVILLE COUNTY MAGISTRATE’S COURT
HONORABLE JONATHAN A. HORNE
CASE NO: 2021CV2310101069; 2023-CP-23-03853

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

ANDREW BARR,

Plaintiff-Appellant,

vs.

DAVE H. SQUALLI,

Defendant-Respondent.

APPEAL CASE NO.: 2023-CP-23-03853

**ORDER OF THE CIRCUIT COURT
REVERSING MAGISTRATE COURT
RULING IN ITS ENTIRETY**

This matter came before the Court on September 26, 2025, upon an appeal by Andrew Barr (“Appellant”) from a ruling issued by the Magistrate Court in favor of Dave H. Squalli (“Defendant-Respondent/Landlord”). Upon review of the Magistrate Court’s ruling, the record on appeal, and the video evidence, and after careful consideration of the lease language and the ambiguities contained therein, the Court finds and concludes that there was no damage to the property other than normal wear and tear, for which the Respondent, as landlord, is responsible.

Accordingly, and consistent with the Court’s decision as announced, the Magistrate’s ruling is REVERSED in its entirety.

STANDARD OF REVIEW

Appeals from the Magistrate Court to the Circuit Court are governed by S.C. Code Ann. § 18-7-170, which provides that the Circuit Court “shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits,” and may “affirm

or reverse the judgment of the court below, in whole or in part, as to any or all of the parties, for errors of law or fact.”

In civil appeals, the Circuit Court sits as both a court of law and fact, empowered to make its own findings based upon the record presented. See *Parks v. Characters Night Club*, 345 S.C. 484, 490, 548 S.E. 2d 605, 609 (Ct. App. 2001). (Construing S.C. Code Ann. § 18-7-170 and noting that in a civil appeal from magistrate’s court, the circuit court may make its own findings of fact.). The Court’s duty under S.C. Code Ann. § 18-7-170 is to determine whether the Magistrate’s decision was supported by the evidence and consistent with applicable law, and to render judgment “according to the justice of the case.”

FINDINGS OF FACT

A landlord-tenant relationship existed between Appellant and Respondent from March 1, 2017, through June 30, 2021 (over four years) under successive written lease agreements. Appellant paid a security deposit of \$1,900.00 upon signing the initial lease (January 2017). The material lease provisions remained consistent under the subsequent lease¹.

Upon move-in, the Appellant was permitted to paint the interior, and the Respondent did not repaint before commencement of the tenancy. The appellant vacated and surrendered possession on June 30, 2021, after professionally cleaning and restoring the premises to excellent condition.

The credible evidence establishes that during the four-year period of tenancy, Appellant/Tenant’s use of the property consisted of ordinary residential activities, including the placement of artwork, photographs, and wall hangings on the interior walls of the residence. The

¹ **CONDITION OF PREMISES:** RESIDENT acknowledges that he/she has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, furnishings, fixtures, furniture and/or any other part of the premises, do not constitute reasonable wear and tear.

Court finds that such conduct constitutes *expected use of the premises and normal wear and tear* within the meaning of the lease agreement and applicable South Carolina law.

The Court finds no credible evidence of damage beyond reasonable wear and tear. Minor nail holes, scuff marks, and wall blemishes associated with hanging and removing pictures are incidental to normal occupancy and do not constitute damage within the meaning of the lease or South Carolina law.

The Respondent failed to demonstrate that any repainting or restoration expenses exceeded normal wear and tear. The lease expressly required return of the premises “in clean and good condition, excepting reasonable wear and tear.”

Respondent’s withholding of Appellant’s \$1,900.00 security deposit was based exclusively on repainting and minor touch-ups. Respondent did not demonstrate any damage beyond ordinary wear and tear associated with a four-year tenancy and did not provide persuasive or detailed documentation of repair costs attributable to tenant negligence or misuse.

Admittedly, the Appellant failed to return one gate card (\$10.00) and one primary door key (\$15.00), for which he is responsible.

The lease required return of the premises “in clean and good condition, excepting reasonable wear and tear.” Upon review of the record, exhibits, and video evidence, the Court finds that any condition or repainting issue constitutes normal wear and tear. Accordingly, the Court concludes that the costs of restoration or repair relating to these conditions are the responsibility of the Owner/Landlord and not chargeable to the Tenant.

CONCLUSIONS OF LAW

- 1) Pursuant to S.C. Code Ann. § 27-40-410(a), a landlord must, within 30 days after termination of tenancy and delivery of possession, return the tenant’s security deposit less only

those amounts lawfully withheld for accrued rent or actual damages caused by the tenant's non-compliance with S.C. Code Ann. § 27-40-510. Any deduction must be itemized in writing and sent to the tenant at the forwarding address provided. Respondent failed to comply with these statutory requirements.

2) Pursuant to S.C. Code Ann. § 27-40-410(b), if a landlord fails to return the security deposit together with the required written notice, the tenant may recover an amount equal to three times the sum wrongfully withheld plus reasonable attorney's fees. The Court finds that Respondent's retention of the deposit—despite absence of proven damage and in disregard of statutory notice requirements—was willful and improper. Accordingly, treble damages are warranted, especially in light of the fact that the Respondent has retained the Appellant's deposit since January 2027 and wrongfully withheld their return since July 2021 (thirty days after dispossession).

3) The burden rests on the landlord to prove entitlement to retain any portion of the deposit, which the Respondent failed to do. The alleged repainting/touch-up costs constitute normal wear and tear and are not chargeable to Appellant.

4) The Magistrate Court's ruling misapplied both the statutory standard and the lease's language regarding "reasonable wear and tear," constituting an error of law and fact under S.C. Code Ann. § 18-7-170.

5) Respondent's withholding of the deposit was therefore improper as a matter of law.

ORDER AND JUDGMENT

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby:

ORDERED, ADJUDGED, AND DECREED that:

1) The Magistrate Court's ruling is REVERSED in its entirety.

2) The Respondent shall refund the Appellant's security deposit of \$1,900.00, less \$25.00 for the unreturned key and gate card, for a net refund of \$1,875.00.

3) Respondent shall pay Appellant treble damages under S.C. Code Ann. § 27-40-410(b) in the amount of \$5,625.00.

4) Appellant is awarded reasonable attorney's fees and costs, to be determined upon subsequent motion and hearing.

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Greenville Common Pleas

Case Caption: Andrew Barr VS Dave H Squalli

Case Number: 2023CP2303853

Type: Order/Other

So Ordered

Vernon F. Dunbar

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