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**Dec 19 2025**

**SC Court of Appeals**

**Court of Appeals of South Carolina**

Sylecia McIntyre

Appellant

v.

Westwood Townhomes / Keisha Norris (Agent)

And

Spartanburg Water System

Respondents.

Case No.: 2025-002087 (on appeal)

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**EMERGENCY MOTION FOR INJUNCTIVE RELIEF**

PURSUANT TO RULE 240, SCACR

COMES NOW the Appellant, McIntyre, Sylecia, and moves this Honorable Court for immediate emergency injunctive relief under Rule 240, SCACR, on the grounds that ongoing conduct by Respondents is causing irreparable harm to the Appellant and her minor dependents during the pendency of this appeal.

This Motion is filed to preserve the subject matter of the appeal, maintain stability of the domicile, and prevent further injury to the household.

Rule 240 authorizes this Court to issue orders necessary to protect the parties and preserve the integrity of the proceedings while appellate review is ongoing. The circumstances described below demand immediate intervention.

**I. STATEMENT OF EMERGENCY**

1. Water service to the Appellant's home was terminated without any prior notice, despite the utility account being an obligation of the landlord. Although the lease purports to assign utility responsibility to the Appellant, the landlord has refused to disburse, escrow, or apply federal utility subsidies assigned to the Appellant but made payable to the landlord.

2. Despite the landlord's receipt of federal utility subsidy funds designated by USDA Housing for application to the Appellant's utilities, the Appellant was coerced and placed under direct duress by Spartanburg Water System to pay the outstanding balance out of pocket at approximately 9:30 AM on December 11, 2025, due to the landlord's refusal to administer or disburse the November and December utility subsidies.
3. The landlord was notified immediately of the water disconnection and initially responded with silence. Shortly thereafter, the landlord placed a written notice on the Appellant's door instructing her to remove the fire extinguisher from inside the home and place it outside. This directive did not cure the loss of essential water service and further compromised the safety of the household.
4. The landlord is the designated payee of the Appellant's federal utility subsidy benefit, which is disbursed monthly at the beginning of each month for the purpose of covering utilities on behalf of the Appellant as the intended beneficiary.
5. As documented in the lower court proceedings, the Appellant preserved defenses and appeals challenging the lease provisions purporting to designate her as the utility-responsible party, given that the landlord was federally appointed as the payee responsible for escrowing or disbursing the Appellant's monthly utility subsidy.
6. At no time after being awarded the utility subsidy was the Appellant given direct access to the funds for application toward utilities. Because the subsidy could not be accessed, processed, or applied by the Appellant, all utility accounts remained in the landlord's name due to the landlord's status as federally designated payee. The Appellant was therefore forced to rely entirely on the landlord for proper administration of utilities and for handling disconnection-related matters.
7. The landlord failed to apply the subsidy funds to their designated purpose and failed to provide the Appellant with any notice prior to disconnection, despite receiving multiple late notices and shutoff warnings directly to her phone, office, and email from Spartanburg Water System.

8. In June and July, the Appellant submitted multiple grievances and redress notices challenging the lease's designation of utility responsibility and requesting clarification regarding escrow and disbursement of the utility subsidy. In response, the landlord, Keisha Norris, expressly stated that the utility subsidy belonged to the leasing office and would not be applied to the Appellant's utilities, nor would any escrow be established.
9. On December 11, 2025, at approximately 9:30 AM, the Appellant contacted Spartanburg Water System and paid the utility balance out of her personal funds for the same utilities for which the landlord had already received federal subsidy funds earlier that month.
10. During this interaction, Spartanburg Water System informed the Appellant that she could not receive notices, late-fee information, or account details because she was not the account holder of record, while simultaneously disconnecting essential service to a known occupied residence and failing to exhaust remedies with the landlord, whom they confirmed was the responsible party of record and sole recipient of account notifications.
11. Despite payment, water service remained disconnected for over eight hours, during which time Spartanburg Water System continued to refuse communication with the Appellant on the basis that she was not the account holder.
12. The termination of water service caused immediate and significant health, safety, and sanitation risks to the Appellant and her minor dependents, including the inability to bathe, cook, sanitize, or maintain basic living conditions.
13. This Court has jurisdiction over the underlying appeal involving improper eviction actions, misapplication of utility subsidies, and administrative misconduct. The continued disruption of essential services threatens to moot the appeal and further destabilize the Appellant's domicile.
14. The landlord's directive to remove the fire extinguisher following notice of the water shutoff further compromised household safety and constitutes part of a pattern of retaliatory conduct occurring during the pendency of the appeal.

15. These events, occurring while the matter is on appeal, constitute immediate, ongoing, and irreparable harm that cannot be remedied by monetary compensation alone.

## II. RELEVANT FACTS IN SUPPORT OF EMERGENCY RELIEF

16. The utility account is not in Appellant's name; the debtor of record is Westwood Townhomes / Keisha Norris.

17. The Appellant is the federally protected beneficiary of a USDA-assigned utility allowance attached to this unit. Respondents were fully aware that the Appellant is not the responsible account holder.

18. Spartanburg Water refused to restore service despite confirmed payment, asserting "meter running," while also leaving notices attempting to shift liability onto the beneficiary—outside the utility provider's statutory authority.

19. The landlord failed to apply federal subsidy funds toward the utility account and provided no notice of disconnection to the Appellant, despite statutory obligations.

20. Both Respondents' actions materially align to produce ongoing deprivation of essential services while the appeal is pending.

21. The minor dependents in the household have suffered documented educational and emotional disruption directly tied to the instability created by these actions.

## III. LEGAL STANDARD – RULE 240, SCACR

Rule 240 provides that the appellate court may take action necessary to:

Preserve the subject matter of the litigation,

Prevent irreparable harm,

Maintain status quo during appeal,

And ensure meaningful appellate review.

Irreparable harm exists where essential utility services, health, and safety are endangered. No adequate legal remedy exists where the harm is continuous and ongoing.

This Court has full authority to order immediate restoration and non-interference.

#### **IV. REQUEST FOR RELIEF**

Appellant respectfully requests that this Court issue an Emergency Order directing the following:

1. Immediate restoration of water service  
By Spartanburg Water System to the Appellant's domicile, regardless of account-holder disputes, for the duration of the appeal.
2. Prohibition on further disconnection  
By Spartanburg Water or Westwood Townhomes during pendency of the appellate proceedings.
3. Prohibition on retaliatory conduct  
Including removal of safety equipment, adverse notices, or any action designed to destabilize the domicile or impair the beneficiary household.
4. Enforcement of federal utility subsidy obligations  
Requiring the landlord to apply any and all assigned subsidies as intended, with no adverse action directed to the beneficiary.
5. Any other relief the Court deems just and proper  
To preserve the integrity of the appeal, the safety of the household, and the subject matter of the litigation.

#### **V. CONCLUSION**

For the reasons stated above, the Appellant respectfully requests that this Court issue emergency injunctive relief under Rule 240 to prevent ongoing harm and protect the stability of her household during appellate review.

Respectfully submitted,

*McIntyre, Sylecia / Appellant*

McIntyre, Sylecia, Appellant

1855 East Main St. STE14-219

Spartanburg, South Carolina [29307]

803-662-8281

Filed this 13<sup>th</sup> day of December, 2025

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**Dec 19 2025**

**SC Court of Appeals**

**Court of Appeals of South Carolina**

**Case No. 2025-002087**

McIntyre, Sylecia, being duly sworn, deposes and states under oath:

**VERIFICATION**

I am the Appellant in the above-captioned matter. I have read the accompanying Emergency Motion for Injunctive Relief Under Rule 240, SCACR, and I verify that the statements contained therein are true and correct to the best of my knowledge, information, and belief.

**AFFIDAVIT OF FACTS**

1. I am the federally protected beneficiary of the USDA utility allowance assigned to my household. I am not the account holder for the Spartanburg Water System account associated with my residence.
2. On December 11, 2025, water service to my residence was terminated without any prior notice to me, despite the service provider and landlord knowing that the account is held solely in the landlord's name, not mine.
3. On December 12, 2025, at approximately 9:30 AM, I paid the outstanding balance to Spartanburg Water in full. I retain the receipt documenting this payment.
4. Despite confirmed payment, Spartanburg Water refused to restore service for more than eight hours, stating they could not communicate with me because I was not the account holder, while still placing notices directed at me on the property.
5. The notices left by Spartanburg Water implied that I must place the utility account in my own name, despite their documented knowledge that I am a beneficiary, not the debtor, and despite the landlord receiving federal utility subsidies intended to cover these charges.
6. On the same date, after I notified the landlord of the disconnection, the landlord placed a written directive on my door instructing me to remove the fire extinguisher from inside my home. At the time, my household had no running water, and this directive directly endangered the safety and habitability of the residence.

7. These actions created significant hardship to me and my minor dependents, preventing us from bathing, cooking, sanitizing, and maintaining sanitary living conditions inside our home.
8. The unstable living conditions caused documented emotional and academic disruption to my minor dependents. On December 12, 2025, one of my child's teachers contacted me reporting emotional distress and declining performance directly tied to these events.
9. These events occurred while litigation and appeal were pending, creating additional destabilization, stress, and irreparable harm.
10. The landlord, Ms. Keisha Norris, has engaged in a repeated pattern of actions that include trespass during a pending stay order, self-help eviction attempts, destruction of property, refusal to repair essential appliances such as the refrigerator, and failure to apply required subsidies or correct billing issues.
11. Despite these ongoing violations, no corrective orders have been issued to her, and my household continues to suffer destabilizing consequences.
12. Despite full faith, performance, and monthly tenders of payment and setoff—far exceeding the obligations of an ordinary tenant—I have been stripped of dignity, stability, and financial security. I have consistently paid in cash, issued written tenders, provided corrective notices, communicated in good faith, and met every burden placed upon me.
13. Meanwhile, the landlord has received no corrective action despite being the party responsible for the utilities, rent adjustments, maintenance, and assigned federal subsidy use. My household continues to bear disproportionate burdens while the responsible party remains unaddressed.
14. I am being forced to pay out-of-pocket for utilities even though the landlord is the documented PAYEE for my federal utility subsidy. This has been previously sworn in lower-court filings.
15. At the time of lease signing, the landlord directly stated to me:

"I will be the payee for your utility subsidy, but I will not apply it to your utilities, and there will not be an escrow account to disburse any payment to your utilities. We want you over utilities while we apply your utility subsidy to your rental obligation."

16. This constitutes a knowing diversion of the federal subsidy away from its intended purpose. As a result, I am required to assume double payment obligations—paying full utilities out-of-pocket while rent remains inflated far beyond the lawful 30% income cap threshold.

17. This misapplication of subsidy funds has caused ongoing financial depletion, destabilization of my household, and direct harm to my minor dependents.

18. All statements contained within the accompanying Emergency Motion are true to the best of my knowledge and accurately reflect the conditions requiring immediate injunctive relief.

**I affirm that the foregoing statements are true and correct.**

Signature

*McIntyre, Sylecia*

McIntyre, Sylecia

Appellant

Date:

*December 16, 2025*

NOTARY ACKNOWLEDGMENT

State of South Carolina

County of *Spartanburg*

Subscribed and sworn before me on this *16<sup>th</sup>* day of *December*, 2025,

By McIntyre, Sylecia, who personally appeared and affirmed the truth of the foregoing Affidavit.

*James G. Tobias*

Notary Public for South Carolina

My Commission Expires: *1-3-2034*

*JAMES G. TOBIAS*



Court of Appeals of South Carolina  
Case No. 2025-002087

McIntyre, Sylecia,  
Appellant,

v.

Westwood Townhomes / Keisha Norris  
and  
Spartanburg Water System,  
Respondents.

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PROPOSED ORDER GRANTING EMERGENCY INJUNCTIVE RELIEF

PURSUANT TO RULE 240, SCACR

This matter comes before the Court on Appellant's Emergency Motion for Injunctive Relief filed pursuant to Rule 240 of the South Carolina Appellate Court Rules, seeking protection of the Appellant and her minor dependents during the pendency of the above-captioned appeal.

Having reviewed the Motion, the supporting Affidavit, and the record before the Court, and upon due consideration of the standard for emergency relief under Rule 240, the Court finds that immediate injunctive relief is warranted to prevent further irreparable harm and to preserve the subject matter of the appeal.

Accordingly, it is hereby:

**ORDERED:**

1. Spartanburg Water System is DIRECTED to immediately restore and maintain water service

to Appellant's residence for the duration of this appeal, irrespective of disputes concerning the account holder, and shall not disconnect service without prior leave of this Court.

2. Westwood Townhomes, its agents, and representatives are ENJOINED

from engaging in any action that interferes with essential utilities, safety devices, or the habitability of the Appellant's residence while this appeal is pending.

3. Respondents are PROHIBITED from engaging in retaliatory conduct

or any act designed to destabilize the Appellant's domicile, including but not limited to adverse notices, refusal of communication necessary for restoration of services, or demands directed to the Appellant that are outside their statutory scope.

4. Both Respondents shall PRESERVE the status quo

as it existed prior to the events described in the Emergency Motion, and shall take no further action that affects essential services, access, or safety of the household absent further order of this Court.

5. The Court RETAINS JURISDICTION

to enforce this Order and to issue any additional relief necessary to protect the integrity of the appellate proceedings.

**IT IS SO ORDERED.**

Judge, South Carolina Court of Appeals

Date: \_\_\_\_\_

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**SC Court of Appeals**

**STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

Sylecia T. McIntyre, Agent for Principal  
v.  
Westwood Town Homes, et al.  
Appellate Case No.: 2025-002087

**CERTIFICATE OF SERVICE**

I, Sylecia T. McIntyre, certify that I have served the following documents on all parties to this action by depositing a true copy in the United States mail, postage prepaid, properly addressed as follows:

**Documents Served:**

Emergency Motion for Immediate Supervisory Intervention for Emergency Injunctive Relief  
Proposed Order  
Statement of Facts in Support of Irreparable Injury  
Affidavit  
Certificate of Service  
Proof of Service

**Served upon:**

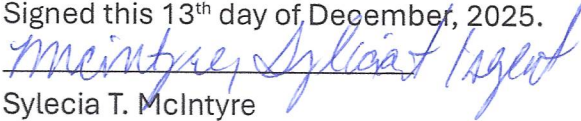
Cassidy Coates Price, P.A.  
Attn: Ross Plyler & Tiffany H.  
1052 N. Church Street  
Greenville, SC 29601-1639

Date of Mailing: December 12, 2025

Method of Service: Certified USPS with tracking number: 9405 5091 0937 5004 2034 60

**Respectfully submitted,**

Signed this 13<sup>th</sup> day of December, 2025.

  
Sylecia T. McIntyre

Agent for Principal

1855 E. Main Street, Ste 14-219  
Spartanburg, SC 29307

**STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

**PROOF OF SERVICE**

I, Sylecia T. McIntyre, declare under penalty of perjury that on December 12, 2025, I mailed the following documents via certified United States Postal Service (USPS), postage prepaid, to the opposing counsel listed below:

**Documents Sent:**

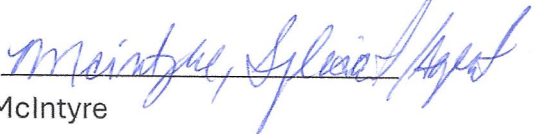
Emergency Motion for Emergency Injunction  
Proposed Order  
Supporting Affidavit and Statement of Facts  
Certificate of Service  
Proof of Service

**Recipient:**

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

Tracking Number: 9405 5091 0937 5004 2034 60

Executed on this 13<sup>th</sup> day of December, 2025.

Signature:   
Sylecia T. McIntyre

Agent for Principal  
1855 E. Main Street, Ste 14-219  
Spartanburg, SC 29307  
864-788-3274  
[Syleciamcintyre@gmail.com](mailto:Syleciamcintyre@gmail.com)

Sylecia McIntyre  
1855 E Main Street  
Spartanburg, SC 29307  
(864) 788-3274

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**SC Court of Appeals**

December 19, 2025

South Carolina Court of Appeals  
Clerk of Court  
1220 Senate Street, Suite 101  
Columbia, SC 29201

**RE: Emergency Motion for Injunctive Relief – Rule 240**

Sylecia McIntyre v. Westwood Townhomes  
Appellate Case No. 2025-002087

To the Honorable Clerk and Justices of the Court:

Please accept this correspondence as a cover letter for the enclosed Emergency Motion for Injunctive Relief filed pursuant to Rule 240, submitted in connection with the above-captioned appeal currently pending before the South Carolina Court of Appeals.

The emergency giving rise to this motion occurred on or about December 10, 2025, involving an unlawful interruption of essential utility services. This filing is submitted several days following the initial incident due to necessary administrative remediation, health-related circumstances affecting the household, and completion of service requirements. The delay does not impair the urgency or substance of the relief sought.

Opposing counsel was timely served by USPS certified mail with this Emergency Motion together with the consolidated appeal packet, and the tracking number corresponds to the previously filed Proof of Service already before the Court.

This filing is respectfully submitted for docketing and review under Rule 240.

Thank you for your time and consideration.

Respectfully submitted,



McIntyre, Sylecia

Appellant