

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas
The Honorable Derham Cole
Appellate Case No. 2025-002087

RECEIVED

Jan 07 2026

SC Court of Appeals

Sylecia McIntyre,

Appellant,

v.

Westwood Town Homes,

Respondent.

**APPELLANT'S RESPONSE AND OBJECTION TO RESPONDENT'S RETURN TO MOTION
FOR INJUNCTIVE RELIEF AND SUPPORTING MATERIALS**

1.

COMES NOW the Appellant, Sylecia McIntyre, and respectfully submits this Response and Objection to Respondent's "Return to Appellant's Motion for Injunctive Relief," including all exhibits and affidavits submitted in support thereof. This filing is made to correct material misstatements, object to improper argument and evidentiary defects, and preserve the record where Respondent's return exceeds the narrow procedural scope permitted at this stage of appellate review.

2.

Respondent's Return improperly argues the merits of the underlying appeal, incorporates disputed factual narratives, and seeks dismissal relief unrelated to the limited question before this Court—namely, whether temporary injunctive relief is warranted to prevent ongoing or recurring harm pending appellate review. A return is not a substitute for a merits brief, nor is it a vehicle to relitigate lease compliance, credibility determinations, or contested factual issues that remain unresolved and are properly reserved for full appellate consideration.

3.

Additionally, Respondent relies on supporting materials that assert conclusions of law, characterize Appellant's conduct, and frame disputed facts in a light favorable to dismissal

rather than addressing the immediate injunctive standard. Appellant objects to the consideration of such materials to the extent they introduce improper argument, lack foundation, or attempt to foreclose relief by prematurely deciding factual or legal questions not properly before the Court on a motion for injunctive relief.

4.

Respondent's repeated assertion that Appellant is "unlikely to succeed on the merits" is procedurally improper at this stage and is offered in excess of the limited scope of a return on a motion for injunctive relief. The Court of Appeals is not presently tasked with resolving ultimate merits, weighing credibility, or adjudicating disputed factual interpretations of the lease agreement. Any attempt to preemptively dispose of the appeal through a return is improper and should be disregarded.

5.

To the extent Respondent argues that the alleged water disruption was caused by Appellant's conduct, such assertions rely on disputed facts, unilateral characterizations, and selective excerpts of contractual language that are neither adjudicated nor conceded. These arguments improperly assume conclusions that are currently under appellate review and therefore cannot be used to defeat temporary injunctive relief pending resolution of the appeal.

Misstatement of Injunctive Standard

6.

Respondent further misstates the applicable injunctive standard by collapsing the elements into a merits determination. While likelihood of success is a factor, it is not dispositive where ongoing or recurring harm implicates health, habitability, or access to essential services. The law recognizes that deprivation or interruption of basic utilities—particularly water—may constitute irreparable harm even when a prior outage is characterized as "temporary," especially where the risk of recurrence remains unresolved.

7.

Respondent's claim that no irreparable harm exists because water service was restored after approximately eight hours is legally insufficient. Irreparable harm does not require permanent deprivation; rather, it includes the risk of repeated interruption, coercive leverage during litigation, and harm not readily compensable by money damages. The existence of prior disruption, coupled with ongoing dispute and unresolved authority over utility control, establishes a continuing risk warranting injunctive consideration.

8.

Moreover, Respondent's argument improperly shifts responsibility for utility service while simultaneously acknowledging that utilities remain in the landlord's name and under Respondent's control. Where a party maintains control over an essential service, that party bears responsibility for ensuring uninterrupted access during pending litigation, regardless of disputed reimbursement or billing arrangements. Respondent cannot both retain control and disclaim responsibility for resulting interruptions.

Procedural unfairness / scope / timing

9.

Finally, Respondent's attempt to incorporate its previously filed motion to dismiss into this return underscores the improper purpose of the filing—to secure dismissal through motion practice rather than address the narrow injunctive question before the Court. Appellant objects to any such incorporation by reference and respectfully submits that dismissal arguments are not properly before the Court in response to a motion for injunctive relief.

10.

Respondent's Return and supporting affidavit were not submitted into the record until December 29, 2025, the final permissible day for filing. Respondent neither sought nor obtained leave of Court for late submission, extension, or supplementation of the record. The timing of the filing deprived Appellant of a meaningful opportunity to respond within the ordinary course and underscores the prejudicial nature of the submission.

11.

Moreover, the Return exceeds the permissible scope of a response to a motion for injunctive relief. Rather than addressing the narrow question before the Court, Respondent improperly advances dismissal arguments, adjudicates disputed facts, and attempts to resolve merits issues that are not ripe for determination at this stage of appellate proceedings.

12.

Appellant further objects to Respondent's reliance on factual assertions and characterizations not previously adjudicated in the court of Common Pleas and not properly before this Court on the present motion. The inclusion of such material—particularly when filed at the last possible moment—constitutes procedural unfairness and should not be considered.

PRAYER FOR RELIEF

WHEREFORE, Appellant respectfully requests that this Honorable Court:

Strike Respondent's Return and supporting materials as untimely, procedurally improper, and filed without leave of Court;

Decline to consider Respondent's merits-based arguments raised in opposition to Appellant's Motion for Injunctive Relief;

Grant such other and further relief as this Court deems just and proper to preserve the integrity of the appellate process and prevent prejudice to Appellant.

Respectfully submitted,

/s/ Sylecia McIntyre

Sylecia McIntyre, Appellant

1855 E. Main Street, Suite 14-219

Spartanburg, SC 29307

Phone: 803-662-8281

Date: January 7, 2026

REBUTTAL TO AFFIDAVIT OF KIMBERLY BAKER

Appellant, Sylecia McIntyre, respectfully submits this rebuttal to the Affidavit of Kimberly Baker dated December 29, 2025, and states as follows:

I. Procedural Objection and Timing

The Affidavit of Kimberly Baker was executed and submitted on December 29, 2025, the final permissible day for filing, without leave of Court and without prior disclosure. The affidavit was submitted in connection with Respondent's Return and was not part of the record below. As such, it constitutes an improper attempt to supplement the appellate record with new factual assertions.

Appellant objects to consideration of the affidavit on procedural grounds, including untimeliness, lack of leave, and prejudice caused by last-day submission.

II. Lack of Personal Knowledge and Improper Conclusions

Although Ms. Baker identifies herself as a regional manager for CAHEC, Inc., the affidavit contains legal conclusions and characterizations rather than admissible facts.

Statements asserting that Appellant "refused" to place utilities in her name (¶14) and that service disruptions were caused by Appellant's conduct are conclusory, disputed, and unsupported by documentary evidence.

The affidavit does not attach utility records, billing statements, account holder documentation, or correspondence from the utility provider establishing causation or responsibility for service interruption.

III. Mischaracterization of Utility Credits and Subsidy Treatment

The affidavit asserts that Appellant "receives a credit for utilities" while simultaneously stating that Respondent "does not receive funds for these utility costs."

This assertion fails to account for how the credit is calculated, applied, or administered, and does not establish that Respondent lacked control, responsibility, or authority over utility administration.

The affidavit further omits any explanation of how utilities remained in the landlord's name while Appellant was allegedly obligated to independently manage accounts, creating an internal inconsistency.

IV. Scope Exceeds Issues Properly Before the Court

The affidavit improperly attempts to adjudicate merits issues, including lease compliance and fault, which are not before the Court in connection with Appellant's motion for injunctive relief.

The purpose of the affidavit appears to be argumentative rather than evidentiary, and its inclusion improperly invites this Court to resolve disputed factual matters without an evidentiary hearing.

V. Improper Reliance on Extra-Record Affidavit

Respondent's submission of the Affidavit of Kimberly Baker improperly introduces factual assertions not adjudicated below and not properly before this Court on a motion for injunctive relief. The affidavit advances disputed factual narratives, characterizations of Appellant's conduct, and interpretations of lease obligations that are central to the merits of the appeal and remain unresolved. At this procedural posture, such factual assertions cannot be weighed, credited, or used to defeat injunctive relief, and should be disregarded to the extent they exceed the limited scope of review applicable to a motion for injunctive relief pending appeal.

VI. Preservation of Objections

Appellant expressly denies the factual assertions in paragraphs 4 through 8 of the affidavit to the extent they attribute fault, refusal, or causation to Appellant.

Appellant preserves all objections to admissibility, relevance, credibility, and procedural propriety of the affidavit.

CONCLUSION

For the foregoing reasons, Appellant respectfully requests that the Court disregard or strike the Affidavit of Kimberly Baker, decline to consider it in ruling on the pending matters, and limit its review to the properly constituted record and procedural issues before the Court.

Respectfully submitted,

/s/ Sylecia McIntyre

Sylecia McIntyre, Appellant

1855 E. Main Street, Suite 14-219

Spartanburg, SC 29307

Phone: 803-662-8281

Date: January 7, 2026

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I have this day served a true and correct copy of the following pleadings by depositing the same in the United States Mail, properly addressed with first-class postage prepaid, and directed to the attorneys of record as listed below:

Documents Served:

- Appellant's response and objection to respondent's return to motion for injunctive relief and supporting materials
- Affidavit
- Proof Of Service

Served Upon:

Cassidy Coates Price, P.A.
Attn: Ross Plyler & Tiffany H.
P.O. Box 10529
Greenville, South Carolina 29603

I certify that the above-referenced documents were placed in a sealed envelope and deposited with the United States Postal Service on this date.

/s/ Sylecia McIntyre

Sylecia McIntyre, Appellant
1855 E. Main Street, Suite 14-219
Spartanburg, SC 29307
Phone: 803-662-8281
Date: January 7, 2026

PROOF OF SERVICE

I, Sylecia McIntyre, hereby certify under penalty of perjury that I have served a true and correct copy of the following documents:

- Appellant's response and objection to respondent's return to motion for injunctive relief and supporting materials
- Affidavit
- Proof Of Service

Upon counsel of record by depositing the same in the U.S. Mail, first-class postage prepaid, addressed as follows:

Cassidy Coates Price, P.A.
Attn: Ross Plyler and Tiffany H.
P.O. Box 10529
Greenville, South Carolina 29603

I certify that the above-referenced documents were placed in a sealed envelope and deposited with the United States Postal Service on this date.

/s/ Sylecia McIntyre

McIntyre, Appellant

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