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**Feb 09 2026**

**SC Court of Appeals**

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

TORGUES MINGO,

Appellant,

v.

FLATS AT HAYWOOD,

Respondent.

**Appellate Case No. 2025-002298**

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**APPELLANT'S BRIEF**

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## STATEMENT OF ISSUES PRESENTED FOR REVIEW

### **Issue I:**

Did the trial court err in granting eviction without requiring Respondent to provide an accurate accounting of the rent allegedly owed, where Appellant presented evidence of disputed ledger entries and improperly applied payments?

### **Issue II:**

Did the trial court err in failing to address Appellant's evidence showing that Respondent improperly applied rental payments to fees and other charges before crediting them to rent, resulting in an inaccurate ledger?

### **Issue III:**

Did the trial court's judgment of eviction, based on disputed accounting, cause substantial and irreparable harm to Appellant's rental history, creditworthiness, and ability to secure future housing?

## **STATEMENT OF THE CASE**

This is an appeal from a judgment of eviction entered against Appellant Torgues Mingo by the trial court. Respondent Flats at Haywood filed an eviction complaint alleging that Appellant owed rent arrearages. Appellant contested the eviction, presenting evidence that Respondent's rental account ledger was inaccurate and that rental payments had been improperly applied to fees and charges rather than being credited directly to rent obligations.

Despite Appellant's evidence of payment and disputed accounting, the trial court granted the eviction on October 17, 2025. Appellant timely filed his Notice of Appeal on October 20, 2025.

Appellant seeks reversal of the eviction judgment and remand for proper consideration of the accounting disputes and payment application issues raised below.

## STATEMENT OF FACTS

Appellant Torgues Mingo entered into a residential lease agreement with Respondent Flats at Haywood on March 14, 2025 for a rental unit located at Flats At Haywood 75 Mall Connector Rd Unit 203 Greenville, South Carolina. The lease required monthly rent payments of \$1280.00 due on the first of each month.

Throughout the tenancy, Appellant made regular monthly rent payments through online portal, or money order. Appellant maintained records of all payments made, including receipts, bank statements, money order receipts, online payment confirmations.

In or around August 5, 2025, Appellant discovered significant discrepancies between his payment records and the rental account ledger maintained by Respondent. Specifically, Appellant's records showed that he had made the following payments that were not properly credited to his account:

Upon investigation, Appellant learned that Respondent had applied his rental payments first to various fees, late charges, and other miscellaneous charges before crediting any portion to the monthly rent obligation. This practice resulted in Appellant appearing to be in arrears on rent, when in fact sufficient payments had been made to cover the monthly rent charges.

Appellant attempted to resolve the accounting discrepancies with Respondent's management, providing proof of payment and requesting correction of the ledger. Respondent refused to correct the ledger or provide a detailed accounting showing how payments were applied.

On September 18, 2025, Respondent filed an eviction complaint alleging that Appellant owed one month in the amount of \$2857.00 in unpaid rent. Appellant appeared at the eviction hearing on and presented his evidence of payment and disputed accounting. The trial court entered judgment of eviction on October 17, 2025 finding in favor of Respondent despite the unresolved accounting disputes.

As a direct result of the eviction judgment, Appellant's rental history has been severely damaged. The eviction record has made it extremely difficult for Appellant to secure alternative housing, as prospective landlords deny applications upon discovering the eviction judgment, regardless of the disputed circumstances underlying it.

## **STANDARD OF REVIEW**

In reviewing a decision from a non-jury trial, an appellate court may find facts in accordance with its own view of the preponderance of the evidence. However, because the trial court had the opportunity to observe the witnesses, the appellate court should give great deference to the trial court's findings of fact. Questions of law are reviewed de novo.

The trial court's application of law to undisputed facts is also reviewed de novo. Where the facts are disputed, as in this case, the appellate court must determine whether the trial court's findings are supported by the evidence and whether the court correctly applied the law to those facts.

## **ARGUMENT**

### **I. THE TRIAL COURT ERRED IN GRANTING EVICTION WITHOUT REQUIRING RESPONDENT TO PROVIDE AN ACCURATE ACCOUNTING OF RENT OWED**

Under South Carolina law, a landlord bears the burden of proving that rent is actually owed before obtaining an eviction judgment. S.C. Code Ann. § 27-40-710 establishes the procedural requirements for eviction actions and places the burden squarely on the landlord to demonstrate nonpayment of rent.

When a tenant disputes the amount allegedly owed and presents evidence of payment, the landlord cannot satisfy this burden merely by producing an unverified ledger. The landlord must provide a complete and accurate accounting showing:

- (1) All payments received from the tenant;
- (2) How each payment was applied;
- (3) The dates and amounts of all charges assessed; and
- (4) The resulting balance after proper application of payments.

Here, Appellant presented substantial evidence that Respondent's ledger was inaccurate. Appellant provided proof of payments totaling \$1280.00 that were either not reflected on the ledger at all, or were improperly applied to fees and charges rather than to monthly rent obligations.

Despite this evidence, the trial court accepted Respondent's ledger at face value without requiring Respondent to reconcile the discrepancies or provide documentation supporting the application of payments. This was error.

When a tenant presents credible evidence disputing a landlord's accounting, basic principles of fairness and due process require the landlord to provide a complete accounting before an eviction can be granted. The trial court's failure to require such an accounting deprived Appellant of his right to contest the claimed debt and resulted in an eviction based on unproven allegations.

The trial court erred in granting eviction without first requiring Respondent to provide an accurate, verified accounting of all payments received and all charges assessed. This error requires reversal and remand for proper consideration of the accounting issues.

## **II. THE TRIAL COURT ERRED IN FAILING TO ADDRESS APPELLANT'S EVIDENCE OF IMPROPER PAYMENT APPLICATION**

South Carolina's Residential Landlord and Tenant Act, S.C. Code Ann. § 27-40-730, governs the landlord-tenant relationship and implicitly requires landlords to apply tenant payments properly and maintain accurate records.

In this case, Appellant presented specific evidence showing that Respondent systematically misapplied his rental payments. Rather than crediting payments first to monthly rent obligations, Respondent applied payments first to various fees, late charges, and other charges that Appellant disputed. This practice had the effect of creating artificial rent arrearages even though Appellant had made timely payments sufficient to cover the monthly rent.

The trial court made no findings regarding these disputed payment applications. The court did not determine whether Respondent's method of applying payments was proper, whether the fees and charges to which payments were applied were legitimate, or whether Appellant's payments were sufficient to cover rent obligations when properly applied.

This failure to address the payment application issue constitutes reversible error. The issue was squarely before the court, supported by documentary evidence, and directly relevant to whether Appellant actually owed the rent alleged by Respondent.

The trial court should have required Respondent to demonstrate that its method of applying payments was proper and that the resulting alleged arrearages were accurate. Without such a determination, the eviction judgment rests on an unproven foundation and must be reversed.

### **III. THE TRIAL COURT'S JUDGMENT CAUSED SUBSTANTIAL HARM TO APPELLANT'S RENTAL HISTORY AND HOUSING OPPORTUNITIES**

The entry of an eviction judgment has severe and long-lasting consequences for a tenant. Even where the eviction is based on disputed or erroneous grounds, the mere existence of an eviction record creates a presumption of unreliability that prospective landlords use to deny housing applications.

In Appellant's case, the harm has been substantial and immediate. Since the eviction judgment was entered, Appellant has applied for rental housing at multiple properties and been denied based solely on the existence of the eviction record. Prospective landlords do not inquire into the circumstances underlying the eviction or consider whether it was based on disputed accounting; they simply see an eviction judgment and deny the application.

This harm was preventable. Had the trial court properly required Respondent to prove its accounting and address Appellant's evidence of payment, the disputed issues could have been resolved before any eviction was entered. Instead, by accepting Respondent's unverified ledger and entering judgment without resolving the accounting disputes, the trial court has caused Appellant to suffer a permanent mark on his rental history for rent that may never have been owed.

The South Carolina Residential Landlord and Tenant Act exists in part to protect tenants from improper eviction actions. S.C. Code Ann. § 27-40-740. When a landlord's accounting is disputed and the tenant presents credible evidence of payment, the law requires careful scrutiny before depriving the tenant of housing and permanently damaging the tenant's ability to secure future housing.

The trial court failed to provide that scrutiny here. The resulting judgment has caused, and continues to cause, substantial harm to Appellant. This harm could and should have been avoided by proper adjudication of the accounting disputes before entering any eviction judgment.

For these reasons, the judgment must be reversed and the matter remanded for proper consideration of the disputed accounting and payment application issues.

## CONCLUSION

For the foregoing reasons, Appellant respectfully requests that this Court:

1. Reverse the trial court's judgment of eviction;
2. Remand this matter to the trial court with instructions to require Respondent to provide a complete and accurate accounting of all payments received and all charges assessed, and to address Appellant's evidence of improper payment application; and
3. Grant such other and further relief as the Court deems just and proper.

Respectfully submitted,

s/Torques Mingo  
Torques Mingo, Pro Se  
75 Mall Connector Road Unit 203  
Greenville, South Carolina 29607

Dated: February 6, 2026

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**Feb 09 2026**

**SC Court of Appeals**

**CERTIFICATE OF SERVICE**

I hereby certify that on 9<sup>th</sup> day of February, 2026, I served a copy of the foregoing Motion For Extension of Time, DESIGNATION OF MATTER, and APPELLANT'S BRIEF upon Respondent by mailing the same via United States Mail, First Class, postage prepaid, in an envelope addressed as follows:

Flats at Haywood  
75 Mall Connector Rd  
Greenville, South Carolina 29607

And by filing the original with:

Clerk of the Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211

s/ Torgues Mingo  
Torgues Mingo, Pro Se  
75 Mall Connector Rd Unit 203  
Greenville, South Carolina 29607