

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

TORQUES MINGO,  
Appellant,

vs.

FLATS AT HAYWOOD,  
Respondent.

IN THE COURT OF COMMON PLEAS  
THE THIRTEENTH JUDICIAL CIRCUIT

APPELLATE CASE NO.: 2025-002298

**RETURN TO MOTION**

**RECEIVED**

**Feb 24 2026**

**SC Court of Appeals**

On February 9, 2026, Appellant Torques Mingo (“Appellant”) filed Appellant’s Motion for Permission to File Initial Brief and Designation of Matter Out of Time and Appellant’s Initial Brief (“Appellant’s Motion”) on February 9, 2026, for late filing of Appellant’s Brief.

Attorney for Flats at Haywood (“Respondent”) requests leave to file the Return to Motion beyond the ten day deadline, and shows the Court that:

1. The undersigned first entered an appearance on February 4, 2026.
2. While Appellant’s Brief was entered on February 9, 2026, it was not received until February 13<sup>th</sup>.
3. The Record on Appeal appears to be incomplete, missing the majority of the Magistrate Court file, which had to be requested from the West Greenville Summary Court, and they were not received until February 18, 2026.

In return to Appellant’s Motion, Respondent submits the following response.

**BACKGROUND**

Appellant is a tenant of The Flats at Haywood, residing at 75 Mall Connector Road, Unit 203, Greenville, SC 29607.

Respondent is an apartment complex located at 75 Mall Connector Road, Greenville, SC 29607, with its office located at 245 West Main Avenue, Gastonia, NC 28052.

On September 18, 2025, Respondent commenced an eviction action against Appellant in the West Greenville Summary Court for failure to pay rent when due or demanded. The alleged arrears amount was \$2,857.25 at the time of filing. After two unsuccessful personal service attempts, the Rule to Vacate or Show Cause was posted at Appellant's residence and a copy was mailed. Appellant requested a hearing, which was held on October 10<sup>th</sup>, the Hon. Darrell S. Fisher presiding. Judge Fisher ordered Appellant to vacate or pay the balance in full by October 15<sup>th</sup> or a Writ of Ejectment would be issued. (Ex. A)

Appellant appealed the court's decision to the Circuit Court (Ex. B), and a Bond Hearing was held on October 27, 2025, before Magistrate Judge, The Hon. Jonathan A. Horne. Judge Horne ordered Appellant to pay the current rental arrears of \$4,243.50 by 5pm on November 3<sup>rd</sup> and November's rent amount of \$1,125.00 by November 6<sup>th</sup>. (Ex. C)

Appellant failed to make his bond payment and The Hon. Perry H. Gravely, issued an Order/Form 4 dismissing Appellant's appeal to the Circuit Court on November 13, 2025. (Ex. D).

Appellant appealed this Order to the Court of Appeals on November 13, 2025. (Ex. E)

On January 8, 2026, Deputy Clerk Jasmine Smith issued a letter to Appellant noting that he was in violation of Rules 208 and 209, SCACR for failure to file his initial brief and designation of matter and giving Appellant an additional 30 days in which to do so along with a motion requesting permission to serve and file out of time, pursuant to Rules 208, 209, and Rule 240, SCACR, or face dismissal of his appeal. (Ex. F)

Appellant filed Appellant's Motion for Permission to File Initial Brief and Designation of Matter Out of Time and Appellant's Initial Brief ("Appellant's Motion") on February 9, 2026.

(Ex. G & Ex. H) The undersigned did not receive a copy of this matter until February 13, 2026.

### **STATEMENT OF LAW**

Rule 207 SCACR dictates that in appeals from the court of common pleas . . . the transcript must be ordered within ten (10) days after the date of service of the notice of appeal.

Rule 208 SCACR dictates that the brief of appellant is due within thirty (30) days after serving the notice of appeal in claims where no transcript was ordered.

Rule 209 SCACR states that, at the same time a party serves his initial brief, he shall also serve on all parties to the appeal a Designation of Matter to be Included in the Record on Appeal which shall set forth with specificity those parts of the transcript, pleadings, orders, exhibits, or other materials which he proposes to include in the record on appeal.

Rule 241 (b)(10) SCAR states that Ejectment orders as provided in S.C. Code Ann. § 27-37-130 and S.C. Code Ann. § 27-40-800 are an exception to the General Rule that service of a notice of appeal automatically stay(s) matters decided in the order.

S.C. Code Ann. § 27-37-130 states:

An appeal in an ejectment case will not stay ejectment unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned for the payment of all costs and damages which the landlord may sustain thereby. In the event the tenant shall fail to file the bond herein required within five days after service of the notice of appeal such appeal shall be dismissed by the trial magistrate.

### ANALYSIS

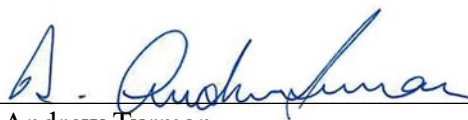
Appellant filed his Notice of Appeal on November 14, 2025. On December 22<sup>nd</sup>, Appellant filed *Appellant's Response To Deficiency Letter Regarding Transcript Order*, stating that there would be no transcript. In Appellant's Motion, Factual Background, Appellant states: "On or about December 22, 2025, Appellant timely notified this Court that no transcript would be ordered in this appeal." This is incorrect, as Ordering the Transcript should have been completed by December 4<sup>th</sup>.

Respondent also contests Appellant's statement that "Respondent will not be prejudiced by allowing Appellant to proceed with this appeal." Appellant's Appeal of Judge Horne's October 27, 2025, Order was dismissed because Appellant failed to post a bond of \$4,243.50, as required by S.C. Code Ann. § 27-37-130, or to pay November's rent of \$1,125.00. The Writ of Ejectment was signed by Judge Horne on November 12<sup>th</sup> but has not been executed. (Ex. I) Appellant continues to reside in Respondent's rental property without paying rent. (Respondent's Affidavit, Ex. J)

Despite hand written instructions from Shelby Spencer, Senior Appeals Specialist with the Court of Appeals, to the Summary Court, referring the court to Rule 241 (b) SCACR, and the fact that Appellant did not file for a stay a stay or request a writ of supersedeas, the Greenville Summary Court has refused Respondent's pro-se request to enforce the Writ of Ejectment while this matter remains under appeal. Thus, the longer the appeals process continues, the greater Respondent's losses. (*Respondent is, simultaneous with this Response, filing a Motion to Enforce the Writ of Ejectment with the magistrate court.*) (Ex. K)

Due to Appellant's violations of the Rules of Appellate Procedure and the continuing accrual of unpaid rent, Respondent respectfully prays that this Court dismiss Appellant's appeal with prejudice.

Respectfully Submitted, this, the 24<sup>th</sup> day of February 2026.



---

D. Andrew Turman  
SC State Bar No.: 68181  
MULLEN HOLLAND & COOPER, P.A.  
Attorneys for Respondent Flats at Haywood  
301 South York Street / P.O. Box 488  
Gastonia, NC 28053-0488  
Telephone: (704) 864-6751  
Telecopier: (704) 861-9384

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )  
 )

2025CV2310101556 ~~10/10 @ 2pm~~  
CIVIL CASE NUMBER  
MAGISTRATE'S COURT  
RULE TO VACATE OR SHOW CAUSE (EVICTION)

10/27 @ 10:15AM

Flats At Haywood

Brooke Worley

Phone: 864-568-3050

PLAINTIFF(S)

Vs  
Torques Mingo & All Occupants  
75 Mall Connector Road Unit 203  
Greenville, SC 29607

Phone: 864-371-0402

DEFENDANT(S)

TO Torques Mingo & All Occupants : Flats At Haywood is asking this Court to evict you from the property listed above because they claim that:

- You have failed to pay rent when due or demanded in the amount of \$2,857.25.
- The terms of your tenancy or occupancy have ended.
- You have violated the terms or conditions of your lease by:

You the defendant(s) or lessee(s) of the premises located at the address listed above, **and all others**, are ordered to vacate the premises immediately pursuant to S.C. Code Ann. §27-37-10 OR contact the:

West Greenville Summary Court  
301 University Ridge, S-T600  
Greenville, SC 29601  
(864) 467-4640

within ten (10) days of receiving this notice, for the purpose of scheduling a hearing to show why you should not be evicted from these premises.

**FAILURE TO VACATE THE PREMISES OR RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.**

09/18/2025

Jamison A. Henry  
Judge, West Greenville Summary Court

Personally appeared before me, the undersigned deponent, being duly sworn, says s/he is a person over 18 years of age, not a party or attorney in this action and s/he to serve the Rule to Vacate or Show Cause on Torques Mingo & All Occupants on the following dates/times:

DATE	TIME	INITIALS	DATE OF SERVICE	TIME OF SERVICE
1. 9/19	1PM	JD	9-22	11:30
2. _____	_____	_____	SETTLED/DATE _____	VACANT/DATE _____
3. _____	_____	_____	PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT <u>Posted</u>	

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC OR JUDGE

SIGNATURE OF SERVER

ON \_\_\_\_\_ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

Issue writ Must vacate or pay  
on 10-16-25 if does not pay by 5:00 pm on or  
Plaintiff To Call before 10-15-25.  
kaylee Respondent's Exhibit A 07

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )  
 )  
Flats At Haywood )  
 )  
Plaintiffs/Respondents )  
 )  
v. )  
Torgues Mingo, )  
 )  
 )  
Defendants/Appellant. )

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IN THE COURT OF COMMON PLEAS  
FOR GREENVILLE COUNTY

**NOTICE OF APPEAL**

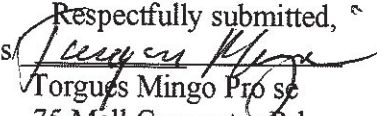
**FROM MAGISTRATE COURT  
C/A No. 2025CV2310101556**

Appeal No: 2025CP2306831

2025 OCT 17 PM 02:22  
GREENVILLE COUNTY  
CLERK OF COURT

NOW COMES Torgues Mingo pursuant to the provisions in the South Carolina Landlord Tenant Act, and pursuant to the South Carolina Rules of Civil Procedure, upon this Notice of Appeal to this Honorable Court seeking an appellate review of the procedures and decision of the Greenville County Magistrate Court.

For good cause shown, the Appellant prays that this Honorable Court accept this Notice of Appeal in all respect.

Respectfully submitted, <sup>e</sup>  
  
Torgues Mingo Pro se  
75 Mall Connector Rd  
Unit 203  
Greenville, SC 29607  
Appellant

October 17, 2025

STATE OF SOUTH CAROLINA, )  
COUNTY OF GREENVILLE )  
)  
)  
TORQUES MINGO )  
)  
vs. )  
)  
FLATS AT HAYWOOD )

IN THE SUMMARY COURT,  
THIRTEENTH JUDICIAL CIRCUIT

2025-CP-23-06831  
CASE: 2025CV2310101556

MAGISTRATE RETURN & DISMISSAL

---

On September 18, 2025 the Flats at Haywood commenced an eviction action against Mr. Mingo for failure to pay rent when due or demanded. The arears amount was \$2,857.25 at the time of filing. After two unsuccessful personal service attempts, the Rule to Vacate or Show Cause was posted at Mr. Mingo's residence and a copy was mailed. Mr. Mingo requested a hearing and on October 10 the Hon. Darrell S. Fisher presided and ordered Mr. Mingo to vacate or pay the balance in full by October 15 or the Writ of Ejectment would be issued.

Mr. Mingo appealed the Court's decision and a Bond Hearing was held on October 27. The Hon. Darrell S. Fisher ordered Mr. Mingo to pay the current rental arears of \$4,243.50 by 5pm on Monday, November 3 and November's rent amount of \$1,125.00 by November 6. To date Mr. Mingo hasn't paid the bond or rent as ordered by this Court and this Court respectfully asks for Mr. Mingo's appeal to be dismissed.

Respectfully submitted,

*Jonathan A. Horne*

---

The Hon. Jonathan A. Horne,  
West Greenville Summary Court

This 7<sup>th</sup> day of November, 2025

Torques Mingo  
PLAINTIFF(S)

Flats At Haywood  
DEFENDANT(S)

**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRCP;  Rule 41(a), SCRCP (Vol. Nonsuit);  Rule 43(k), SCRCP (Settled);  
 Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRCP;  Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  
 Other Appellant failed to satisfy bond

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court:

Appellant failed to satisfy the terms of the appeal bond. At the request of the Magistrate's Court, this appeal is hereby dismissed.

**ORDER INFORMATION**

This order  ends  does not end the case.  See Page 2 for additional information.

**For Clerk of Court Office Use Only**

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 11/09/2025 .

Flats At Haywood for Flats At Haywood  
West Greenville Summary Court  
Torques Mingo for Torques Mingo  
Flats At Haywood for Flats At Haywood  
Torques Mingo for Torques Mingo

RECEIVED

Nov 13 2025

SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

**Court Reporter:**

**E-Filing Note:** The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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RECEIVED

Nov 13 2025

SC Court of Appeals

STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

GREENVILLE COUNTY  
Court of Common Pleas

Honorable Perry H. Gravely  
Greenville County Circuit Judge

Magistrate Case No: 2025-cv-23-1010-1556  
Common Pleas Case No. 2025-CP-23-6831

FILED: 25NOV14AM11:51  
COC JAY GRESHAM GUL SC

Flats At Haywood

Respondent,

v.

Torgues Mingo

Appellant.

NOTICE OF APPEAL

I, Torgues Mingo, hereby appeals the order of the Honorable Perry H. Gravely, the Greenville County Circuit Judge, Appellant received written notice of this Order on November 12, 2025

November 13, 2025

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

*Brooke*

*SB 8- 3050*

*(3047)*

*Court of appeals: 2025-002298*

**Respondent's Exhibit E**



# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

CATHERINE S. HARRISON  
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1220 SENATE STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1839  
[www.sccourts.org](http://www.sccourts.org)

January 8, 2026

Torgues Mingo  
75 Mall Connector Road Unit 203  
Greenville SC 29607

Re: Torgues Mingo v. Flats at Haywood  
Appellate Case No. 2025-002298

Dear Mr. Mingo:

We received your correspondence dated December 22, 2025 notifying this Court of no transcript to be ordered.

Pursuant to Rules 208 and 209 of the South Carolina Appellate Court Rules (SCACR), our records reflect that the time for serving and filing the appellant's initial brief and designation of matter has expired. Within thirty (30) days of the date of this letter, you must serve and file the appellant's initial brief and designation of matter, along with a motion requesting permission to serve and file out of time, pursuant to Rules 208, 209, and Rule 240, SCACR, or this appeal will be dismissed.

Very truly yours,

*Jasmine D. Smith, Deputy*

CLERK

cc: Flats At Haywood

**Respondent's Exhibit F**

STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

RECEIVED

Feb 09 2026

SC Court of Appeals

TORGUES MINGO,

Appellant,

v.

FLATS AT HAYWOOD,

Respondent.

Appellate Case No. 2025-002298

---

**APPELLANT'S MOTION FOR PERMISSION TO FILE  
INITIAL BRIEF AND DESIGNATION OF MATTER OUT OF TIME**

---

Appellant Torgues Mingo, proceeding pro se, respectfully moves this Honorable Court pursuant to Rules 208, 209, and 240 of the South Carolina Appellate Court Rules (SCACR) for permission to serve and file his Initial Brief and Designation of Matter out of time. In support of this Motion, Appellant states as follows:

**FACTUAL BACKGROUND**

1. On or about December 22, 2025, Appellant timely notified this Court that no transcript would be ordered in this appeal.
2. Appellant is proceeding pro se and is unfamiliar with the technical requirements and strict deadlines governing appellate practice in South Carolina.
3. On January 8, 2026, Appellant received correspondence from the Clerk of the Court of Appeals notifying him that the deadline for filing his Initial Brief and Designation of Matter had expired.
4. The Clerk's letter granted Appellant thirty (30) days from January 8, 2026 to file his Initial Brief, Designation of Matter, and this Motion requesting permission to file out of time.
5. Appellant hereby files, concurrently with this Motion, his complete Appellant's Brief and Designation of Matter in compliance with Rules 208 and 209, SCACR.

## **GROUNDNS FOR EXTENSION**

6. Good cause exists for granting this Motion. Appellant is proceeding pro se and required additional time to understand the complex technical requirements of appellate practice, including the proper format for briefs, designation of the record, and applicable procedural rules.
7. Appellant is filing this Motion and accompanying documents within the thirty-day period granted by the Clerk's January 8, 2026 letter, demonstrating diligence and good faith compliance with the Court's directive.
8. Respondent will not be prejudiced by allowing Appellant to proceed with this appeal. Appellant is filing his brief within the time allowed by the Clerk's letter, and Respondent will have full opportunity to respond according to the normal appellate schedule.
9. This appeal presents substantial questions regarding the trial court's handling of disputed rental account ledgers, improper application of tenant payments, and wrongful eviction proceedings that have significantly damaged Appellant's rental history and housing opportunities.
10. The interests of justice favor allowing this appeal to proceed on the merits rather than dismissing it for a technical procedural violation, particularly where Appellant is pro se and is filing within the extended deadline provided by the Court.

## **CONCLUSION**

For the foregoing reasons, Appellant respectfully requests that this Court grant this Motion and accept the Initial Brief and Designation of Matter being filed concurrently herewith.

Respectfully submitted,

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

Dated: February 6, 2026

**RECEIVED**

**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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**Respondent's Exhibit H**

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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

**RECEIVED**

**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

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF GREENVILLE )  
)  
)  
)  
)

2025CV2310101556  
CIVIL CASE NUMBER  
  
IN THE MAGISTRATE'S COURT  
  
WRIT OF EJECTMENT

Flats At Haywood

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PLAINTIFF(S)

Vs  
Torques Mingo & All Occupants  
75 Mall Connector Road Unit 203  
Greenville, SC 29607

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DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

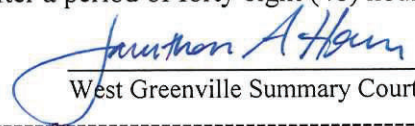
Upon Judgment of this Court, rendered on the 10th day of October, 2025, you are hereby Ordered to proceed to the premises located at **75 Mall Connector Road Unit 203 Greenville, SC 29607.**

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

**If after 24 hours** following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

November 12, 2025

  
\_\_\_\_\_  
West Greenville Summary Court

\_\_\_\_\_, being duly sworn state that:

- I personally served a copy of this Writ on \_\_\_\_\_, an occupant of the rental unit
- On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_ the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.
- On \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.
- Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.
- The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.
- Informed by Plaintiff that case is settled.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Sheriff/Deputy Sheriff/Constable

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
THE THIRTEENTH JUDICIAL CIRCUIT

APPELLATE CASE NO.: 2025-002298

TORQUES MINGO,

Appellant,

vs.


**AFFIDAVIT OF BROOKE WORLEY**


FLATS AT HAYWOOD,

Respondent.

NOW COMES Brooke Worley and, being first duly sworn, hereby affirms as follows:

1. My name is Brooke Worley ("Affiant"). I am over eighteen (18) years of age, competent to testify, and make this Affidavit on personal knowledge.
2. I am employed by Flats at Haywood as the Property Manager and as such am familiar with this matter.
3. Torques Mingo is a tenant of the Flats at Haywood Apartments and currently resides at 75 Mall Connector Road, Unit 203, Greenville, SC 29607 ("the Property").
4. On September 18, 2025 the Flats at Haywood commenced an eviction action against Torques Mingo for failure to pay rent when due or demanded.
5. On October 10, 2025, the Honorable Darrell S. Fisher ordered Torques Mingo to vacate or pay the arrears in full no later than October 15, 2025.
6. Torques Mingo appealed the Court's decision and a Bond Hearing was held on October 27, 2025.
7. At the October 27, 2025 Bond Hearing, the Honorable Darrell S. Fisher ordered Torques Mingo to pay the current rental arrears of \$4,243.50 by 5 pm on Monday, November 3, 2025 and November's rent amount of \$1,125.00 by November 6, 2025.
8. To date, Torques Mingo has not vacated the Property or paid the bond nor made any rent payments.

  
Brooke Worley (← sock # 102743780)  
2/17/26  
Chester  
By Notary

  
2/17/2026

N.K.GOR  
Notary Public  
State of South Carolina  
My Commission Expires 12/13/2033

**Respondent's Exhibit J**

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

FLATS AT HAYWOOD,  
Plaintiff-Respondent,

vs.

Torques Mingo,  
Defendant-Appellant.

IN THE MAGISTRATE'S COURT

CIVIL CASE NO.: 2025cv2310101556  
APPELLATE CASE NO.: 2025-002298

**MOTION TO ENFORCE WRIT OF  
EJECTMENT**

**TO: TORQUES MINGO**

PLEASE TAKE NOTICE that the undersigned attorneys for Plaintiff Flats at Haywood move this Court enforce the Writ of Ejectment issued on November 12, 2005.

**BACKGROUND**

Defendant is a tenant of Respondent, residing at 75 Mall Connector Road, Unit 203, Greenville, SC 29607.

Plaintiff, The Flats at Haywood, is an apartment complex located at 75 Mall Connector Road, Greenville, SC 29607, with its office located at 245 West Main Avenue, Gastonia, NC 28052.

On September 18, 2025, Plaintiff commenced an eviction action against Defendant for failure to pay rent when due or demanded. The arrears amount alleged was \$2,857.25 at the time of filing. After two unsuccessful personal service attempts, the Rule to Vacate or Show Cause was posted at Defendant's residence and a copy was mailed. Defendant requested a hearing which was held on October 10<sup>th</sup>, the Hon. Darrell S. Fisher presiding. Judge Fisher ordered

**Respondent's Exhibit K**

Defendant to vacate or pay the balance in full by October 15<sup>th</sup> or a Writ of Ejectment would be issued. (Ex. A)

Defendant appealed the Court's decision to the Circuit Court, and a Bond Hearing was held on October 27, 2025, before Magistrate Judge, The Hon. Jonathan A. Horne. Judge Horne ordered Defendant to pay the current rental arrears of \$4,243.50 by 5 pm on November 3<sup>rd</sup> and November's rent amount of \$1,125.00 by November 6<sup>th</sup> or a Writ of Ejectment would be issued. (Ex. B)

Magistrate Judge, The Hon. Jonathan A. Horne, signed a Writ of Ejectment on November 12, 2025. (Ex. C)

Defendant failed to make his bond payment and The Hon. Perry H. Gravely issued an Order/Form 4 dismissing Defendant's appeal to the Circuit Court on November 13, 2025. (Ex. D)

Defendant appealed Judge Gravely's Order to the Court of Appeals on November 13, 2025. (Ex. E)

Defendant has continued to occupy Unit 203 of Respondent's complex and continues to not pay rent. (Ex. F, Respondent's affidavit)

### **STATEMENT OF LAW**

Rule 241 (b)(10) SCACR holds that ejectment orders as provided in S.C. Code Ann. § 27-37-130 and S.C. Code Ann. § 27-40-800, are an exception to the general rule that service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision.

S.C. Code Ann. § 27-37-130 dictates:

An appeal in an ejectment case will not stay ejectment unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned for the payment of all costs and damages which the landlord may sustain thereby. In the event the tenant shall fail to file the bond herein required within five days after service of the notice of appeal such appeal shall be dismissed by the trial magistrate. S.C. Code Ann. § 27-37-130 (2024)

S.C. Code Ann. § 27-40-800 dictates:

(b) It is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by the magistrate in accordance with Section 27-40-780, as it becomes due periodically after the judgment was entered. Any magistrate, clerk, or circuit court judge shall order a stay of execution upon the undertaking. S.C. Code Ann. § 27-40-800 (b) (2024)

### ANALYSIS

Because Defendant did not make his bond payment, under S.C. Code Ann. § 27-37-130, Defendant's notice of appeal should not have stayed the ejectment pursuant to Rule 241 (b)(10) SCACR. However, Plaintiff was informed by The Summary Court that they could not enforce the Writ of Ejectment while this matter remained under appeal.

At the bond hearing on October 27, 2025, Judge Fisher ordered Plaintiff to post the bond of \$4,243.50 by 5pm on November 3<sup>rd</sup> and to pay November's rent amount of \$1,125.00 by November 6<sup>th</sup>, or a Writ of Ejectment would be issued. Defendant never posted bond nor has he paid any rent since the commencement of this action.

In response to Defendant's appeal of his October 15, 2025, Order to the Circuit Court, Judge Fisher filed with the court a request for dismissal due to Defendant failing to post bond or pay rent pursuant to his October 27<sup>th</sup> Order.

On November 9, 2025, the Hon. Perry H. Gravely, Chief Administrative Judge, Civil, filed a Form 4, dismissing Defendant's appeal to the Circuit Court.

Though this matter is before this Court on Defendant's appeal from Judge Gravely's Form 4, Defendant has failed to comply with either S.C. Code Ann. § 27-37-130 or S.C. Code Ann. § 27-40-800. Defendant has not signed an agreement to pay rent, nor has he posted bond and he continues to occupy Respondent's property without paying rent.

Within the Magistrate Court file is a copy of Rule 241 SCRAR sent by Shelby Spencer from the Court of Appeals, instructing this court "refer to Section B, no motion to stay filed."

(Ex. G)

Based upon the foregoing, Plaintiff respectfully prays for an Order directing the Summary Court to issue and enforce the Writ of Ejectment against Defendant.

Respectfully Submitted, this, the 24<sup>th</sup> day of February 2026.



---

D. Andrew Turman  
SC State Bar No.: 68181  
MULLEN HOLLAND & COOPER, P.A.  
Attorneys for Respondent Flats at Haywood  
301 South York Street / P.O. Box 488  
Gastonia, NC 28053-0488  
Telephone: (704) 864-675  
Telecopier: (704) 861-9384

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 24th day of February 2026, served a copy of the foregoing Motion to Enforce Writ of Ejectment in the foregoing civil action by directing to the following individual(s) by electronically filing via the Court's electronic filing system and/or Electronic Mail and/or United States Mail, postage paid, in a properly addressed envelope addressed as follows:

Torques Mingo  
75 Mall Connector Road, Unit 203  
Greenville, SC 29607  
kmingo07@yahoo.com  
Pro Se Appellant



---

D. Andrew Turman  
SC State Bar No.: 68181  
MULLEN HOLLAND & COOPER, P.A.  
Attorneys for Respondent Flats at Haywood  
301 South York Street / P.O. Box 488  
Gastonia, NC 28053-0488  
Telephone: (704) 864-675  
Telecopier: (704) 861-9384

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 24th day of February 2026, served a copy of the foregoing Respondent's Return to Motion in the foregoing civil action by directing to the following individual(s) by electronically filing via the Court's electronic filing system and/or Electronic Mail and/or United States Mail, postage paid, in a properly addressed envelope addressed as follows:

Torques Mingo  
75 Mall Connector Road, Unit 203  
Greenville, SC 29607  
kmingo07@yahoo.com  
Pro Se Appellant

**RECEIVED**  
**Feb 24 2026**  
**SC Court of Appeals**



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SC State Bar No.: 68181  
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