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Feb 05 2026

SC Court of Appeals

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT  
STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Case No.: 2025-CP-42-04002

Mcintyre, Sylecia t, Agent on behalf of Principal Sylecia McIntyre,  
Movant,

v.

Westwood Townhomes, CAHEC Management, and Affiliates,  
Respondents.

**MOTION TO SUPPRESS BOND**

(And Demand for Verified Ledger with 3-Day Show Cause Order)

NOW COMES the undersigned, appearing specially as Agent for the Principal, and respectfully moves this Honorable Court to issue the following relief:

1. Suppress any court-imposed bond requirement; and
2. Suppress any utility payment order or condition of occupancy,

on the following grounds:

**FACTUAL BASIS & GROUNDS FOR RELIEF**

1. Respondents have failed to produce a verified ledger, trust account identifiers, or itemized rent and utility statements as required under S.C. Code Ann. § 27-40-410 through § 27-40-420.
2. Movant has issued multiple formal notices since June 2025, including but not limited to:
  - Tender of payment with instruction for setoff,
  - Revocation of Assumed Power of Attorney,
  - Appointment of Fiduciary (IRS Form 56), and
  - Affidavit of Claim to Security Interest<sup>1</sup>
3. Said tender explicitly instructed Respondents to apply the payment toward any claimed or assumed obligation on the account. As of this filing, no lawful rejection, no acknowledgment of receipt, and no valid denial has been received from Respondents.

<sup>1</sup> Under Generally Accepted Accounting Principles (GAAP), tenant security deposits held by landlords or property managers in financial institutions are often reclassified on internal ledgers as security collateral. This transformation grants the holder a temporary beneficial interest in the funds, which—absent explicit consent or disclosure—can create a fiduciary breach if the funds are not segregated or are pledged without authority. See, e.g., FASB ASC 840-20-25 and 12 U.S.C. § 1757(17).  
Movant’s affidavit addresses the secured nature of this collateral under UCC Article 9.

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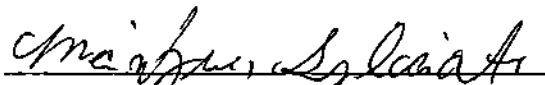
4. No deposit receipts, itemized ledgers, or account statements have been produced to show how payments were applied or why they were ignored. Respondents' silence constitutes acquiescence under South Carolina law and common fiduciary principles.
5. South Carolina does not prohibit the use of negotiable instruments as lawful means of tender, discharge, or settlement. Respondents failed to produce any legal or lawful basis to reject or dishonor the submitted instrument.
6. Movant signed all notices, tenders, and instruments in her capacity as agent, under ongoing fiduciary assignment and express authority on behalf of the Principal.
7. Instead, Respondents continued to pursue possession through ejectment procedures nearly five weeks after receiving fiduciary notices and being appointed to fiduciary roles with express duties to perform—indicating bad faith conduct and retaliatory intent.
8. To impose a bond under these conditions would unjustly reward nondisclosure, encourage accounting violations, and prejudice the Principal's legal position without any verified evidence from the opposing party.

#### RELIEF REQUESTED

Movant respectfully prays that this Court:

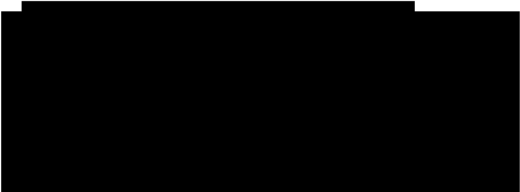
- Suppress any bond requirement or utility payment order until Respondents comply fully with their statutory obligations under the South Carolina Residential Landlord-Tenant Act;
- Issue an Order to Show Cause within three (3) calendar days requiring Respondents to produce:
  - A verified ledger from lease inception;
  - Bank identifiers for all trust accounts allegedly holding tenant funds;
  - Utility and rent breakdowns, including USDA and subsidy offset documentation; and
  - Proof of separation and handling of funds pursuant to S.C. Code § 27-40-410(A)-(C);
- And if Respondents fail to comply within three (3) days, that the Court:
  - Enter a default judgment in favor of the Movant;
  - Order the return of unearned income and all escrowed or improperly retained funds; and
  - Grant any further equitable relief just and proper under law.

Respectfully submitted,



McIntyre, Sylecia T, Agent

On behalf of Principal Sylecia McIntyre



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**Case No.: 2025-CP-42-04002**

McIntyre, Sylecia T., Agent  
On behalf of Principal Sylecia McIntyre,  
Movant,

v.

Westwood Townhomes

**MEMORANDUM IN SUPPORT OF MOTION TO SUPPRESS BOND  
(And to Return Unearned Income and Preserve Statutory Right of Possession)**

**INTRODUCTION**

This Memorandum is submitted in support of the Movant's Motion to Suppress Bond and to return unearned income and prepaid interest under S.C. Code § 27-40-410 and 27-40-340. Movant seeks to preserve the statutory right to possession and correct the record regarding full and faithful performance under the leasehold estate.

Movant acts in the capacity of Agent for Principal Sylecia McIntyre. All notices, instructions, and lawful tenders were submitted in good faith, with escrow directions and revocation of assumed authority properly served. This dispute arises from Respondents' failure to perform duties under the South Carolina Residential Landlord-Tenant Act, including refusal to produce ledgers, mishandling of third-party subsidies, and suppression of escrow accounting tied to the leasehold interest.

**PROCEDURAL HISTORY**

This matter originated in June 2025. Movant issued repeated notices and submitted affidavits regarding accounting discrepancies, utility offsets, and treatment of prepaid balances under Section 29 of the lease. A Durable Power of Attorney and fiduciary appointment were served. Respondents failed to rebut or correct the record.

Despite formal grievance procedures and lawful tender from July through October, Respondents refused to produce itemized ledgers or acknowledge third-party subsidies.

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Movant also reported refrigerator failure and spoiled food in August; no repair or lease offset was made.

In September, Respondents entered the leasehold estate during active litigation without notice, in violation of S.C. Code § 27-40-530. Movant's filings remain unrebutted. Silence constitutes breach of statutory duty and grounds for suppression of bond and return of unearned income.

### STATEMENT OF ISSUES

1. Whether a bond is proper under S.C. Code § 27-40-410 when no verified ledger was produced after multiple written requests from June through October 2025
2. Whether the landlord's failure to produce ledgers, receipts, or account records after each monthly tender constitutes breach of fiduciary duty and violation of the South Carolina Residential Landlord-Tenant Act.
3. Whether retention of negotiable instruments without deposit, acknowledgment, or forwarding to First Citizens Bank (as named in the lease) constitutes constructive fraud and unjust enrichment.
4. Whether the landlord's verbal admission of applying a utility subsidy—while refusing to apply the subsidy to utilities and instead stating it would be applied to rent—constitutes federal subsidy misrepresentation.
5. Whether the landlord's refusal to maintain habitability—including failure to repair a refrigerator after receiving notice of its condition and notice of spoiled food resulting from it—while continuing to demand rent, constitutes bad faith under the South Carolina Residential Landlord-Tenant Act (S.C. Code § 27-40-440).
6. Whether Movant's right to possession remains intact under S.C. Code § 27-40-410(B), which prohibits landlords from withholding property when an accounting ledger is not furnished within 30 days of possession, termination or at demand.

### STATEMENT OF FACTS

Movant tendered full and faithful performance from the outset, including lawful payment instruments and fiduciary instructions in accordance with the lease and the South Carolina Residential Landlord-Tenant Act. These tenders qualify as performance under § 27-40-410 and were supported by clear escrow instructions.

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At lease signing, the landlord verbally confirmed a \$150 monthly utility subsidy was applied on Movant's behalf. However, this subsidy was never reflected in any ledger. Instead, the landlord applied it toward rent and refused to furnish a verified escrow ledger, despite multiple written demands.

Movant submitted over a dozen notices between June and October 2025, including a notice of a broken refrigerator and spoiled food. The refrigerator was never repaired, and no rent offset or remedy was provided. Nonetheless, performance was still tendered in full faith.

Respondents retained negotiable instruments without deposit, failed to issue receipts, and refused to segregate trust property as required under the South Carolina Residential Landlord-Tenant Act's statutory obligations and fiduciary duty. At hearing, Respondents submitted a falsified ledger that omitted escrow account identity, violating trust accounting norms.

To date, no rebuttal or verified accounting has been provided. Silence constitutes acquiescence and breach of statutory and fiduciary obligations under S.C. Code § 27-40-410. Movant reserves all rights to pursue treble damages for failure to perform trust duties and refusal to return prepaid sums.

Respondents have issued no response, rebuttal, or acknowledgment of any notices or tenders submitted since June, July, August, September, and October of 2025.

### **LEGAL BASIS**

S.C. Code § 27-40-410: Requires landlords to return prepaid rent and itemized deposits within 30 days or face triple damages. Respondents failed to comply.

S.C. Code § 27-40-340: Forbids the separation of rent from obligations to maintain the property. Rent received must align with performance.

S.C. Code § 27-40-330: Prohibits landlords from requiring tenants to waive rights or remedies.

S.C. Code § 27-40-420: Requires the maintenance of trust accounts for funds held on behalf of tenants.

Movant submitted lawful tenders, appointed fiduciaries, and acted under valid agency authority. No response, objection, or accounting was received, satisfying performance and nullifying any ongoing obligation to furnish bond or utility payments.

### **RELIEF REQUESTED**

Movant respectfully requests this Court:

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SPARTANBURG COUNTY  
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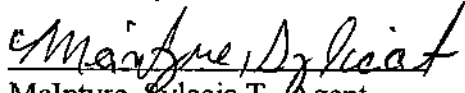
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1. Suppress any bond requirement or utility payment order until Respondents meet their obligations under S.C. Code Title 27.
2. Order production within three (3) days of:
  - A verified ledger from lease inception;
  - Bank account identifiers for tenant trust funds;
  - Utility billing breakdowns and USDA/subsidy documentation;
  - Proof of handling, separation, or return of funds pursuant to § 27-40-410(A)-(C).
3. If Respondents fail to comply, then:
  - Enter a default judgment in favor of Movant;
  - Order return of unearned income, escrowed, or improperly retained funds;
  - Grant equitable relief preserving Movant's statutory right to possession.

**CONCLUSION**

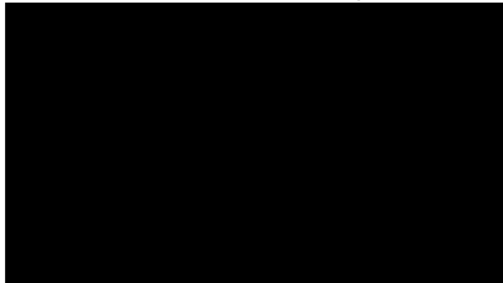
All filings have been made in good faith under fiduciary duty. The record reflects a lawful discharge of obligation, unrefuted by the opposing party. Under South Carolina law, bond suppression is appropriate, and possession must be preserved pending full accounting.

Respectfully submitted,



McIntyre, Sylecia T., Agent

On behalf of Principal Sylecia McIntyre



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**CERTIFICATE OF SERVICE**

(For Brief, Motions, and Affidavits)

I, the undersigned, do hereby certify that on this 7<sup>th</sup> day of November, 2025, I served a true and correct copy of the following documents in the above-captioned matter:

Motion to Suppress Bond

Memorandum in Support of Motion to Suppress Bond

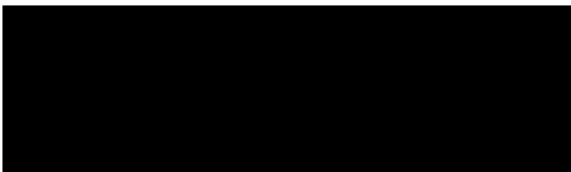
Motion to Compel Verified Affidavit and Sworn Response

Affidavit of In-Camera Review

Affidavit of Performance

Said documents were placed in the U.S. Mail, first-class postage prepaid, addressed as follows:

Rothby Plyler, Esquire



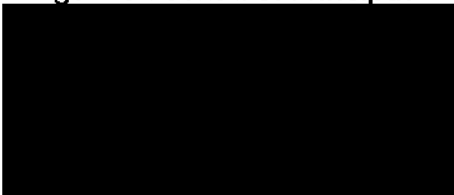
I hereby affirm under penalty of perjury that the foregoing is true and correct, and that this Certificate of Service shall constitute proof of service for the documents listed above, pending any additional proof of mailing.

Executed this 7<sup>th</sup> day of November, 2025.

Respectfully submitted,

*McIntyre, Sylecia J.*  
McIntyre, Sylecia J.

Agent on behalf of Principal



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CLERK OF COURT  
SPARTANBURG COUNTY  
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