

Sylecia McIntyre
Agent for Principal
1855 E. Main Street
Spartanburg, SC 29307
(864) 788-3274
February 10, 2026

RECEIVED
Feb 10 2026
SC Court of Appeals

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

RE: Supplemental Filing – Case No. 2025-002087

In the Matter of: Sylecia McIntyre, Appellant

Dear Clerk of Court:

Please accept this correspondence as a formal transmittal of the attached materials in Supplemental Support of the on-file Motion to Suppress Bond pursuant to Rule 240, South Carolina Appellate Court Rules. Said attachments are transcripts of Circuit Court prior current Appeal

Please reference the attached files as the Suppression Record and Supplemental Transcripts, As they pertain to supplementing the record in this matter.

The enclosed documents include affidavits, certificates of service, proofs of mailing, default notices, and supporting transcripts, arranged in clear order. Civil cover sheets are removed for the Court's discretion.

This does not conclude every transcript but does include my portion for the record.

Thank you for your attention to this matter.

Respectfully submitted,

Sylecia McIntyre
Agent for Principal

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I have this day served a true and correct copy of the following pleading 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:

- Suppression Record and Supplemental Circuit Court Transcripts
- 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

Spartanburg, SC 29307

Date: February, 10 2026

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

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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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:

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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**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 Interest¹
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.

¹ 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.

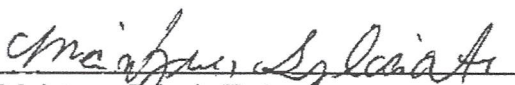
4. No deposit receipts, itemized ledgers, or account statements have been produced to show how payments were applied or why they were ignored. Respondents' silence constitutes acquiescence under South Carolina law and common fiduciary principles.
5. South Carolina does not prohibit the use of negotiable 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



AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
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**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT**

CASE NO: 2025-CP-42-04002

McIntyre, Sylecia , Agent,

Plaintiff,

v.

Westwood Townhomes

Defendant.

MOTION TO COMPEL VERIFIED AFFIDAVIT AND SWORN RESPONSE

[THREE-DAY RESPONSE DEADLINE]

NOW COMES the Plaintiff, by and through her agent, and respectfully moves this Honorable Court to compel the Defendant to provide a Verified Affidavit under oath in response to the Plaintiff's prior lawful notices and instruments, and further shows:

1. That on or about June 13, 2025, Plaintiff submitted initial written instructions, redress notice, and a Tender of Payment covering a 12-month lease period, invoking rights under the South Carolina Residential Landlord-Tenant Act and associated grievance procedures.
2. That Plaintiff subsequently issued lawful documents and notices to the Defendant, including:

Affidavit of Performance

Affidavit of Tender of Payment (for June, July, August, September, and October)

Affidavit of Revocation of Assumed Power of Attorney

Appointment of Fiduciary (IRS Form 56)

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CLERK OF COURT
SPARTANBURG COUNTY
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Affidavit of Acquiescence

Affidavit of Non-Response / Dishonor

Supporting photos and grievance-based redress communications

3. That Defendant accepted said notices and documentation via certified mailing, but failed to issue any sworn, verified response disputing the facts or claims made.

4. That under S.C. Code Ann. § 27-40-410, and general principles of equity, agency, and performance, Plaintiff requests this Court compel Defendant to issue a sworn affidavit verifying:

Receipt of all documents and tenders referenced above;

Agreement or disagreement with the instructions enclosed therein;

Disclosure of any escrow or security deposit accounts held;

Whether the Defendant contests or concedes the payment terms and amendments set forth by Plaintiff.

5. That failure to respond by sworn affidavit within three (3) calendar days of service shall be deemed:

Agreement to the facts and tenders presented;

Waiver of rebuttal;

A fiduciary default through silence and acquiescence.

WHEREFORE, Plaintiff prays this Court:

GRANT this Motion to Compel;

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
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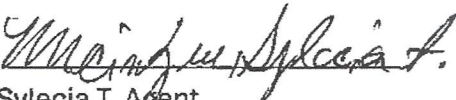
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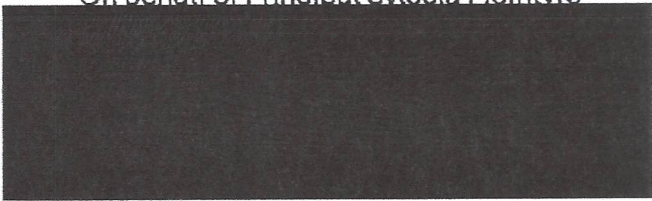
ORDER Defendant to issue a sworn, notarized affidavit within three (3) calendar days of service;

RECOGNIZE that failure to do so shall constitute admission by default and acceptance of the record;

GRANT any such further relief the Court deems just and equitable.

Respectfully submitted,
Executed this 7th day of November, 2025.

Signature: 
McIntyre, Sylecia T, Agent
On behalf of Principal Sylecia McIntyre



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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-42-04002**

AFFIDAVIT OF PERFORMANCE

Executed this 7th day of November, 2025

I, Sylecia McIntyre, affiant, declare under penalty of perjury that the following facts are true and correct to the best of my knowledge and belief:

1. Immediately following possession of the leasehold premises in June 2025, I issued written redress pursuant to the grievance procedure outlined in the lease and in accordance with S.C. Code Ann. § 27-40-130, which governs the right to seek action as it pertains to setoff within the realm of agency and principal. My correspondence on or about June 13, 2025 instructed how future payments would be lawfully tendered and included claims of interest, notice of adjustment to the utility obligations, and instructions for handling the security deposit in accordance with statutory trust requirements.
2. The landlord failed to rebut these instructions, accepted the instruments, and retained possession of funds, thereby acquiescing to the terms by performance. Under S.C. Code § 27-40-410, a landlord must maintain and account for a separate trust or escrow ledger for any prepaid amounts, including deposits or rent equivalents, which the Respondents failed to do.
3. A twelve-month tender of payment was submitted to cover the lease term in full and was never rebutted. In the absence of a timely objection or itemized accounting, monthly tenders were then issued for the months of June, July, August, September, and October 2025, with each accompanied by supporting documentation.
4. These tenders were not merely symbolic or gratuitous, but part of a full-faith tender of performance, backed by instructions consistent with governing law, including presentment rules and interest-based accounting principles under the South Carolina Residential Landlord and Tenant Act.

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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5. In addition to the monthly submissions, the following unrebutted notices and instruments were sent by certified mail and included in the evidentiary record:

Affidavit of Claim to Interest and Performance

Revocation of Assumed Power of Attorney

Fiduciary Appointment and Form 56 (IRS)

Affidavit of Acquiescence

Affidavit of Default for Failure to Respond

Notice of Claim, Setoff, and Escrow Correction

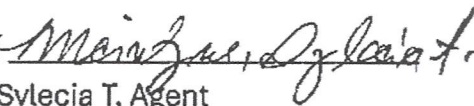
Photographs evidencing lack of habitability and property damage

Proof of service and certified mail receipts from June through October

6. The full ledger requested under S.C. Code § 27-40-410(B) was never produced, despite repeated demand. Said ledger should reflect any amounts held in trust at First Citizens Bank, Columbia, which was designated as the institution on the face of the lease for security deposit handling. As no separate accounting was provided and no denial of the tenders occurred, the record supports a presumption of acceptance and consent by acquiescence.

7. I affirm that all actions taken were in the capacity of agent for the principal, and that performance under this leasehold agreement included timely notice, proper documentation, lawful presentment, and fulfillment of all obligations through setoff and prepayment under color of law.

Executed under penalty of perjury and the laws of South Carolina this 7th day of November, 2025.

Signature: 
McIntyre, Sylecia T, Agent



AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
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**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
CASE NO.: 2025-CP-42-04002**

AFFIDAVIT OF IN-CAMERA REVIEW

(In Support of Tender of Payment, Fiduciary Notices, and Evidentiary Review)

I, McIntyre, Sylecia T in the capacity of Agent on behalf of Principal Sylecia McIntyre, being duly sworn (without notary) and affirming under penalty of perjury, do hereby state the following:

1. I am the Movant in the above-captioned matter and submit this affidavit to support a request for in-camera review of documentation material to the pending Motion to Suppress Bond, the Motion to Return Unearned Income, and to preserve statutory rights of possession under South Carolina Code §§ 27-40-410 and 27-40-340.
2. Between June 2025 and October 2025, I submitted a lawful tender of payment for each respective month. These tenders were supported by mailed notices, exhibits, and instruments which together reflect a 12-month continuity of lawful effort, including offsets and application of interests pursuant to South Carolina leasehold statutes.
3. The records available for in-camera review include, but are not limited to:

12-month tender record, including instruments and supporting payment documents from June through October 2025;

Affidavit of Claim to Interest, asserting proprietary rights based on prior tender, secured interest, and application instructions;

Affidavit of Tender and Affidavit of Performance, demonstrating active compliance, equitable performance, and timely delivery of instruments;

Affidavit of Acquiescence, submitted after failure of Respondents to rebut, correct, or object to terms, notice, or fiduciary appointment;

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SPARTANBURG COUNTY
CLERK OF COURT
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Affidavit of Default and Refusal to Respond, documenting prolonged silence and failure to cure after formal fiduciary notice, revocation of assumed agency, and demand for segregated ledgers;

Revocation of Assumed Power of Attorney, dated June 24, 2025;

Appointment of Fiduciary, accompanied by IRS Form 56, establishing fiduciary oversight and placing CAHEC Management and its agents on notice;

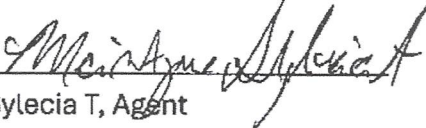
Full-color photo documentation of damages to the leased premises, including unsanitary food loss due to refrigerator failure and other unresolved issues;

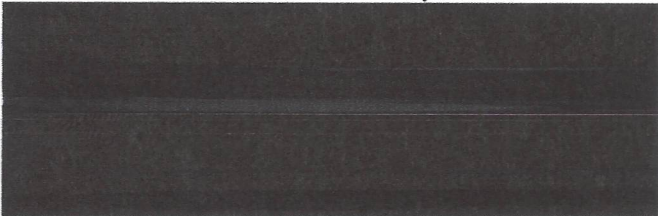
Return mail receipts, certified green cards, and all supporting exhibits previously mailed or prepared for service.

4. These materials were prepared in real-time and served with proper captioning and formatting, constituting lawful notice and presentment. Respondents' failure to respond, correct, or rebut the contents of said affidavits affirms their standing in default.
5. I respectfully request the Court to conduct an in-camera review of the above materials to confirm the legitimacy of claims, adequacy of tender, and statutory basis for suppression of bond and return of unearned income.

FURTHER AFFIANT SAYETH NAUGHT.

Executed this 7th day of November, 2025.

Signature: 
McIntyre, Sylecia T, Agent



AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
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CERTIFICATE OF SERVICE

(For Brief, Motions, and Affidavits)

I, the undersigned, do hereby certify that on this 7th 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



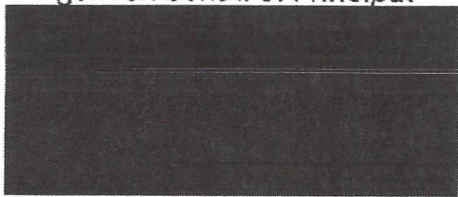
I hereby affirm under penalty of perjury that the foregoing is true and correct, and that this Certificate of Service shall constitute proof of service for the documents listed above, pending any additional proof of mailing.

Executed this 7th 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
AMY W. COX

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

Case No.: 2025-CP-42-04002

McIntyre, Sylecia, Agent

Movant,

v.

Westwood Townhomes,

Respondent.

PROOF OF SERVICE

I, Sylecia McIntyre, Agent for the Movant in the above-captioned matter, hereby certify that on November 10, 2025, the following filings were duly served upon Cassidy Coates, counsel for Westwood Townhomes, via UPS Ground with tracking number 1Z3V380X0380659272, which was delivered and received on November 11, 2025 at 1:22 P.M. by D. Huff at the office of the Respondent's legal counsel in Greenville, SC.

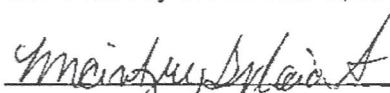
The following documents were enclosed in the delivery:

1. Affidavit of Performance
2. Affidavit of In-Camera View
3. Certificate of Service
4. Memorandum in Support of Motion to Suppress Bond
5. Motion to Suppress Bond
6. Motion to Compel Verified Affidavit and Sworn Response

This service is hereby certified as completed and timely, and a true and accurate proof of delivery slip is attached hereto as Exhibit A.

Respectfully submitted,

this 14th day of November, 2025.



McIntyre, Sylecia Agent for Movant



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SPARTANBURG COUNTY
AMY W. COX

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**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
Case No.: 2025-CP-42-04002**

Mcintyre, Sylecia, Agent,
Movant,
v.
Westwood Townhomes,
Respondent.

NOTICE OF DEFAULT AND REQUEST FOR JUDGMENT

(Pursuant to Rule 55, South Carolina Rules of Civil Procedure)

Movant respectfully submits this Notice of Default and requests judgment be entered against the Respondent for failure to respond to duly served motions and filings previously submitted to this Honorable Court.

1. On or before November 11, 2025, Movant filed and served the following pleadings on Respondent and co-counsel Cassidy Coates:

- Motion to Suppress Bond
- Memorandum in Support of Motion to Suppress Bond
- Motion to Compel Affidavit of Performance
- Affidavit of Performance
- Affidavit to Compel
- Affidavit of In Camera Review

2. These documents were served via UPS, and delivery was confirmed to Cassidy Coates as co-counsel for Respondent on November 11, 2025. (See Exhibit A: UPS Proof of Delivery.)

3. As of the date of this filing, Respondent has failed to file any written answer, reply, objection, or responsive pleading in defense or opposition to the above motions.

4. This failure constitutes default under Rule 55(a), South Carolina Rules of Civil Procedure, as the opposing party has:

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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SPARTANBURG COUNTY
AMY W. COX

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Failed to respond within the required time frame;
Failed to move for an extension;
Failed to otherwise defend against claims raised.

5. Movant now respectfully requests that this Honorable Court enter judgment in default as follows:

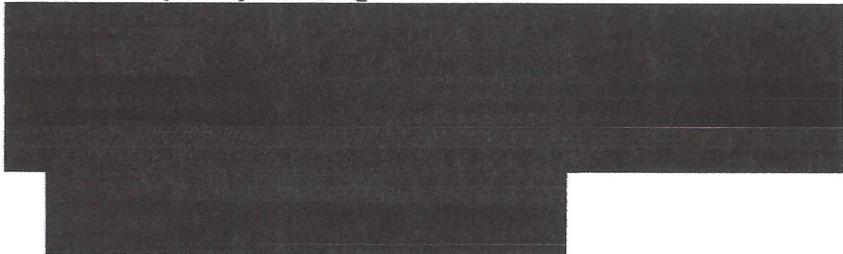
- Suppression of Bond Requirements
- Recognition of Affidavit of Performance as Prima Facie Evidence
- Return of Unearned Income, if applicable
- Recognition of Constructive Possession and Claim to Possession

Any further relief as this Court deems just and proper.

WHEREFORE, Movant requests the Court to acknowledge default, issue ruling in favor of Movant on the unopposed motions served, and enter judgment accordingly.

Respectfully submitted,

McIntyre, Sylecia
McIntyre, Sylecia, Agent



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SPARTANBURG COUNTY
AMY W. COX

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SPARTANBURG COUNTY
AMY W. COX

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

CERTIFICATE OF SERVICE

I, the undersigned, do hereby certify that I have this day served the following document:

Notice of Default

By placing a true and correct copy thereof in a properly addressed envelope with sufficient postage affixed thereto, and deposited it in the united States mail, addressed as follows:

Cassidy Coates Price PA
Attn: Ross Plyler & Tiffany H
1052 N Church St
Greenville, SC 29601-1639

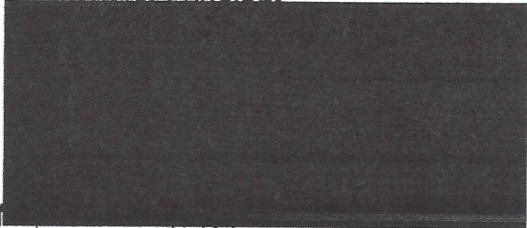
I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 11 day of November 2025.

Respectfully submitted,

Sylecia McIntyre
McIntyre, Sylecia

Agent for Principal



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2025 NOV 14 PM

CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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RECEIVED IN ERROR
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

**SOUTH CAROLINA
COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
SPARTANBURG COUNTY
CASE NO.: 2025-CP-42-04002**

PLAINTIFF-APPELLANT:
McIntyre, Sylecia Agent for Principal
DEFENDANT(S):
Westwood Townhomes

**SUPPLEMENT TO NOTICE OF DEFAULT
(Procedural Defect – Inception Error – Lack of Standing – Unverified Claim)**

COMES NOW the Movant, appearing specially and not generally, and submits this Supplement to the previously filed Notice of Default, and respectfully shows the Court the following:

1. INCEPTION ERROR – WRONG STATUTE, WRONG PROCEDURE

The underlying action was initiated and adjudicated under S.C. Code § 27-37, a statute governing commercial ejection rather than residential landlord-tenant relations governed exclusively by S.C. Code § 27-40.

Because § 27-37 does not apply to residential leases, the case proceeded under an incorrect statutory scheme, creating a fatal procedural defect at inception. No bond requirement, writ, or enforcement action can be supported under an improper statute.

This is a jurisdictional and procedural error, not a merits issue.

2. NO VERIFIED CLAIM – NO LEDGER – NO COMPETENT EVIDENCE

Movant requested, repeatedly and in writing, a verified claim, ledger, and identity of the account holder responsible for receiving funds.

None was ever produced.

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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Thus, the responding party is in default, because the core claim of “nonpayment” remains unverified, unsupported, and unproven, despite months of requests and certified notices.

3. FAILURE TO REBUT PRIOR NOTICES – DEFAULT STANDS

Movant previously issued:

Multiple Ledger Requests (27-40-410; *within 30 days of possession*)

Fiduciary appointment notices

Revocation of assumed authority

Claim of right to statutory protections (*Deposit collateral Ledger, setoff, agent-principal*)

Multiple Tenders of Payment in Full Faith of SCLRTA

Instructions for Tender

Affidavit of Opportunity to Cure

Affidavit of Notice of Default by Agency

Certified mail lease grievance redress packets

All delivered and un rebutted.

Under South Carolina law and general rules of default, an un rebutted presentment stands as true when not answered.

· Opposing party never rebutted, never cured, and never provided competent proof of claim.

The default therefore remains in full force.

4. LATE LEASE SUBMISSION DOES NOT CURE DEFAULT

Opposing counsel submitted a lease after the Movant’s filings and after default conditions had already attached.

A late lease:

Does not establish standing,

Does not verify any claim,

Does not cure procedural defects,

Does not retroactively fix an inception error.

It is post-hoc, untimely, and legally insufficient.

5. STANDING STILL NOT PROVEN

The following remain unresolved:

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
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"Westwood Townhomes" (eviction filing)

"Westwood Apartments" (lease)

"CAHEC Management" (notices)

"New Westwood Apartments" (tax roll)

No party has established who the actual landlord is under Rule 17(a).

No certificate of authority.

No business registration.

No sworn affidavit of authority.

No identification of the real party in interest.

Standing is not optional — and cannot be assumed.

6. PATTERN OF NON-ACCEPTANCE – EXHIBIT (JAMES MORGAN CASE)

Movant attaches as Exhibit A the publicly available filing of James Morgan, who reported that the same agent, Keisha Norris, similarly refused tender, resulting in wrongful proceedings.

This demonstrates:

A pattern of rejecting lawful payment,

A pattern of fiduciary non-performance,

A pattern of initiating defective claims,

And supports Movant's position that refusal occurred again here.

The default is therefore structural and ongoing, not isolated.

7. REQUEST FOR RELIEF

Movant respectfully requests that this Court:

1. Enter judgment in favor of Movant based on unrebutted default;
2. Strike or disregard the late-filed lease as post-hoc and non-curative;
3. Acknowledge the inception error under wrong statute (§ 27-37 instead of § 27-40);
4. Treat the underlying claim as unverified and unsupported;
5. Grant suppression of bond, as no verified claim exists to support one.

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CLERK OF COURT
SPANISH BROWNS COUNTY
AMY W. COOK

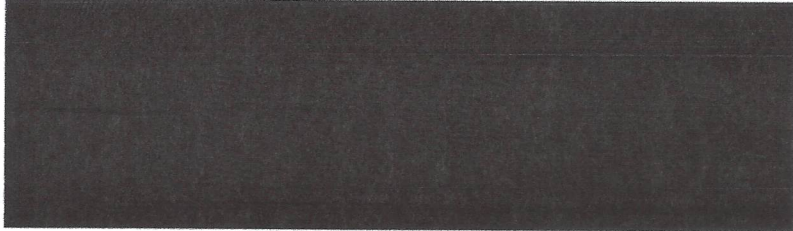
Movant preserves all remaining claims and rights for future action.

Respectfully submitted this 15th day of November, 2025.

McIntyre, Sylecia A. Agent

McIntyre, Sylecia

Agent for Principal



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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

Exhibit A

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

The ~~plaintiff~~ defendant (circle one), Morgan James hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Spartanburg.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 28 day of March, 2025.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

I wasn't given proper recertification notice. I got a 30 day notice to ~~re-cert~~ re-cert, I complied in a timely manner. Westward stalled and prolonged information that was already provided. I came to pay my rent even tho I didn't have a job and normally my rent decreases instead it spiked \$5000 out on my account I given every document. Yasha refused my rent on 3-10-2025 after asking me to bring it 2 hours prior. This isn't right now I only have 6 days to move!

Morgan James
CLERK
AMY W. COX
2025 NOV 17

**SOUTH CAROLINA
COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
SPARTANBURG COUNTY**

CASE NO.: 2025-CP-42-04002

PLAINTIFF-APPELLANT: McIntyre, Sylecia, Agent for Principal
DEFENDANT(S): Westwood Townhomes et al.

**OBJECTION TO CO-COUNSEL'S RESPONSIVE FILING
AND IMPROPER LEASE SUBMISSION**

COMES NOW the Movant, appearing specially and not generally, and hereby objects to the responsive filing submitted by opposing counsel, including the late-filed lease, on the following procedural grounds:

1. Filing Is Unverified and Lacks Proper Party Identity

The filing does not establish any legally registered Plaintiff.

The names "Westwood Townhomes," "Westwood Apartments," "Westwood Townhouses," and "CAHEC Management" appear interchangeably and none have been verified with:

No certificate of authority,

No business registration,

No sworn affidavit of capacity,

No proof of who the landlord actually is.

An unverified claimant cannot request bond enforcement.

2. Late Submission Cannot Cure Inception Errors

The lease was submitted after:

The Notice of Default,

Multiple unrebutted tenders,

Multiple notices of fiduciary appointment and revocation,

And after procedural misapplication was already raised.

The action was initiated under the wrong statute (§ 27-37 instead of § 27-40).

A late lease cannot cure jurisdictional defects created at inception.

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
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3. Failure to Cure Prior Defaults

Movant issued documented notices on:

June 13,
June 25,
July 2,
August 5,
September 1,
October 1,

And each contained tender, instruction, and redress.

All were received, none were answered, none were cured.

The opposing party remains in continuing default, and the filing submitted now does not cure that.

4. No Ledger, No Affidavit, No Competent Evidence

No verified ledger was provided.

No affidavit establishing:

Who the landlord is,
Who maintains the account,
Where payments were to be made,
How rent was calculated,
Or what the actual balance was.

Without a verified claim, bond enforcement is procedurally improper.

5. Lease Filing Prejudices the Record

The lease filed confirms the very inconsistency the Movant raised:

Mismatching names,
Mismatching entities,
Mismatching authority,
Unclear roles,
And no lawful party identified.

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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A late exhibit that contradicts itself cannot be used to support a claim already unverified at inception.

The Court should give the filing no procedural weight.

REQUEST FOR RELIEF

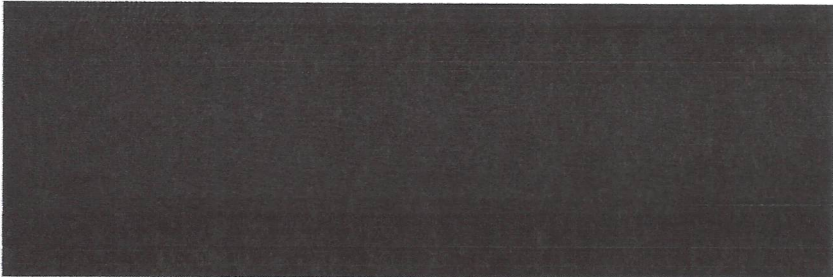
Movant respectfully requests that this Court:

1. Strike or disregard the unverified responsive filing;
2. Confirm the opposing party remains in default;
3. Limit today's hearing strictly to procedural defects and statutory misapplication;
4. Preserve the Movant's rights to seek restitution and file further claims in the proper posture.

Respectfully submitted this 15 day November, 2025.

Sylecia A. McIntyre, Agent

McIntyre, Sylecia
Agent for Principal



AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
2025 NOV 17 PM 2:23

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CERTIFICATE OF SERVICE

I, McIntyre, Sylecia, Agent for Principal, hereby certify that on this 15, day of November 2025, I served the following documents:

- Supplemental Notice of Default
- Objection to Co-Counsel's Responsive Filing
- Notice of Reversal and Motion to Correct the Record

By depositing a true and correct copy of each document in the United States Postal Service/UPS for regular delivery, properly addressed to:

Cassidy Coates Price, P.A.

Attn: Ross Plyler & Tiffany H.

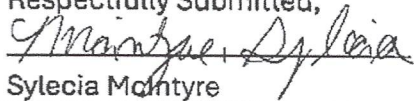
1052 N. Church St.

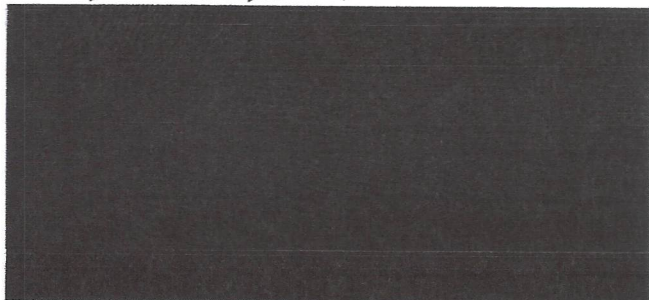
Greenville, SC 29601-1639

Service was completed in good faith pursuant to the South Carolina Rules of Civil Procedure.

I further certify that the above service constitutes full and proper notice to the opposing party.

Respectfully Submitted,


Sylecia McIntyre



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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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

PROOF OF SERVICE

I, the undersigned, do hereby certify that I have this day served the following document:

Notice of Default *Supplemental Notice of default, objection, Notice of reversal*

By placing a true and correct copy thereof in a properly addressed envelope with sufficient postage affixed thereto, and deposited it in the united States mail, addressed as follows:

Cassidy Coates Price PA
Attn: Ross Plyler & Tiffany H
1052 N Church St
Greenville, SC 29601-1639

I declare under penalty of perjury that the foregoing is true and correct.

Please see Exhibit B, Proof of tracking

Executed on this 15 day of November 2025.

Respectfully submitted,

McIntyre, Sylecia A

McIntyre, Sylecia

Agent for Principal



Tracking: USPS 9505 3134 3617 9321 02M476
Proof

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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