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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Appellate Case No. 2026-000027
Case No. 2025-CP-18-02700

Shelia Gaddist,

Appellant,

v.

SS Lake City 168 LLC DBA
Summerville Station Apartments,

Respondent.

MOTION FOR DISMISSAL, OR, IN THE ALTERNATIVE, MOTION TO SET BOND TO
STAY HEARING PURSUANT TO S.C. CODE § 27-40-800(f)(1)

PLEASE TAKE NOTICE, Respondent SS Lake City 168 LLC DBA Summerville Station Apartments (hereinafter “Respondent”), by and through undersigned counsel, will move before this Court, to grant the Respondent’s Motion to dismiss the Appeal filed by Appellant Shelia Gaddist (hereinafter “Appellant”), or in the alternative, direct the Dorchester County Circuit Court to hold a bond to stay hearing as soon as feasible, pursuant to S.C. Code § 27-40-800(f)(1). In support of these Motions, Respondent presents to the Court as follows:

PROCEDURAL HISTORY

1. On or about November 21, 2025, the Summerville Magistrate Court issued a Writ of Ejectment against Appellant.

2. On or about November 26, 2025, Appellant filed a Notice of Appeal with the Dorchester County Circuit Court.
3. On or about December 11, 2025, a bond-to-stay hearing was scheduled in the Summerville Magistrate Court; however, Appellant failed to appear and no bond was set.
4. As a result, Appellant's appeal was dismissed on December 18, 2025, and the Writ was reissued on January 7, 2026.
5. On or about January 7, 2026, Appellant filed a Notice and Motion for Appeal of the Writ with the South Carolina Court of Appeals (hereinafter "SCCOA"). The grounds stated in the motion were simply, "I would like to halt the eviction and get more time to pay."
6. On January 7, 2026, this Court issued deficiency letters to Appellant regarding filing fees, proofs of service, and formatting issues with the motion and proofs of service.
7. On January 22, 2026, this Court issued an Order dismissing Appellant's appeal due to Appellant's failure to comply with the deficiencies identified in the Court's prior letters.
8. On January 30, 2026, this Court "construed" documents filed by Appellant as a Motion to Reinstate the Appeal and identified additional deficiencies that needed to be corrected within ten (10) days, including some of the same issues originally identified in the Court's January 7, 2026 deficiency letters.
9. On February 4, 2026, Appellant filed a new Motion for Appeal / Motion for Rehearing stating, "I would like for my motion to be reinstated because I was my timing was off and confused of everything and what supposed to be turn in [*sic*]. I would like to halt the eviction and get more time to pay." On the same date, Appellant also filed a deficient Proof of Service.

MOTION FOR DISMISSAL OF APPEAL

Upon review of the relevant provisions of the South Carolina Appellate Court Rules (hereinafter “SCACR”), it is apparent that Appellant’s appeal before the South Carolina Court of Appeals necessitates immediate dismissal.

Rule 260(a) of the South Carolina Appellate Court Rules, in relevant part states:

Whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk shall issue an order of dismissal, which shall have the same force and effect as an order of the appellate court. A case shall not be reinstated except by leave of court, upon good cause shown, after notice to all parties. The clerk shall remit the case to the lower court or administrative tribunal in accordance with Rule 221 unless a motion to reinstate the appeal has been actually received by the court within fifteen (15) days of filing of the order of dismissal (the day of filing being excluded). Rule 260(a), SCACR.

Rule 221(a), SCACR in relevant part states: “A petition for rehearing shall be in accordance with Rule 240, and shall state with particularity the points supposed to have been overlooked or misapprehended by the court.” Rule 221(a), SCACR.

First, it is apparent that this Court did not strictly adhere to Rule 221(a), which requires a party to file a Motion for Rehearing with particularity identifying the points that the SCCOA allegedly overlooked or misapprehended. Instead, the SCCOA construed Appellant’s deficient filings as a Motion for Rehearing, despite the filings not clearly seeking such relief or complying with the requirements of Rule 221(a).

Second, upon review of the Motion for Rehearing filed by Appellant on February 4, 2026, the filing provides no legitimate basis for overturning the SCCOA’s previous Order dismissing this case. The motion merely states that Appellant was “confused of everything,” which does not satisfy the Court’s standard under Rule 221(a). Furthermore, the Motion for Rehearing restates, verbatim, the grounds for the original Motion to Appeal the Writ filed with the SCCOA, namely, “I would like to halt the eviction and get more time to pay.” This does not raise any new grounds

appropriate for a Motion for Rehearing and fails to articulate a legally sufficient basis for appealing the Magistrate Court's order to the SCCOA. In addition, Appellant has not shown good cause as required by Rule 260(a) to justify reinstating the appeal, further demonstrating that the Motion for Rehearing provides no basis to alter the Court's prior dismissal.

Finally, pursuant to Rule 260(a), this Court is required to dismiss Appellant's appeal because the deficiencies identified in the Court's prior letters have not been corrected. Specifically, the Proof of Service continues to contain deficiencies, including the failure to list Respondent's proper address and the failure to properly serve Respondent with Appellant's Motion(s).

MOTION TO SET BOND TO STAY HEARING

Pursuant to S.C. Code § 27-40-800(f)(1), if the Court is so inclined to grant Appellant's Motion for Rehearing, a bond must be set before this case may proceed. The statute is intended to prevent precisely the type of ongoing prejudice that Respondent is currently experiencing. Each additional day that the appeal remains pending before this Court causes continuing harm to Respondent. During the pendency of this appeal, Appellant continues to enjoy the benefit of residential occupancy while Respondent bears the full financial burden associated with Appellant's continued possession. As a direct and proximate result, Respondent is deprived of rental income on a daily basis and is incurring losses of hundreds of dollars per week, losses that may never be fully recouped even if the appeal is ultimately dismissed.

The continued pendency of this appeal effectively operates as a *de facto* stay of the Writ of Ejectment, originally issued against Appellant by the Summerville Magistrate Court on November 21, 2025. This stay benefits Appellant despite their failure to prosecute their appeal and comply with the South Carolina Appellate Court Rules. The legislature enacted § 27-40-800 to ensure that communities could receive rental income while residents' appeals proceed, sometimes for months.

The ongoing delay in this matter undermines that statutory purpose and exacerbates Respondent's financial losses.

Accordingly, Respondent respectfully requests that if the Court considers granting Appellant's Motion for Rehearing, the Court require Appellant to post a bond sufficient to protect Respondent against ongoing financial losses, as authorized by S.C. Code § 27-40-800(f)(1), before any further proceedings continue.

CONCLUSION

For the foregoing reasons, Respondent respectfully requests that this Court dismiss Appellant's appeal in its entirety. Appellant has repeatedly failed to comply with the South Carolina Appellate Court Rules, has not demonstrated good cause for reinstatement, and has failed to articulate any legally cognizable basis for overturning the Magistrate Court's Writ of Ejectment. In the alternative, should the Court be inclined to reinstate Appellant's appeal, Respondent respectfully requests that the Court order the Dorchester County Circuit Court to conduct a bond-to-stay hearing at the earliest practicable date pursuant to S.C. Code § 27-40-800(f)(1), so that Respondent may be protected against the continuing and irreparable financial harm caused by Appellant's ongoing occupancy without payment.

Respectfully Submitted,

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March 26, 2026
North Charleston, SC

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Cheryl L. Graham, Clerk of Court

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Case No. 2025-CP-18-02700

Sheila Gaddist, Appellant,

v.

SS Lake City 168, LLC DBA Respondent.
Summerville Station
Apartments.

PROOF OF SERVICE

I certify that I have served the **Motion for Dismissal, Or, In the Alternative, Motion to Set Bond to Stay Hearing Pursuant to S.C. Code § 27-40-800(f)(1)** on Sheila Gaddist by depositing a copy of it in the United States Mail, Postage Prepaid, on **March 26, 2026**, addressed to her at 1660 Old Trolley Road, Apartment E7, Summerville, SC 29485.

s/ Eric G. Pettis
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