

The South Carolina Court of Appeals

Robert Jones and Jessica Jones, Respondents,

v.

Aaron Quinzy and Charles Smith, Defendants,

of whom Aaron Quinzy is the Appellant.

Appellate Case No. 2025-002454

ORDER

On December 11, 2025, Appellant filed a notice of appeal from an order issued by the master-in-equity on November 24, 2025. On January 5, 2026, this court denied Appellant's motion to proceed *in forma pauperis* and ordered him to pay the notice of appeal filing fee within ten days. When Appellant failed to pay the notice of appeal filing fee, this court dismissed the appeal on January 23, 2026. On that day, Appellant filed a motion to reinstate and paid the notice of appeal filing fee. Respondents did not file a return to the motion to reinstate. After careful consideration of the motion to reinstate, we grant the motion. *See* Rule 260(a), SCACR ("A case shall not be reinstated except by leave of the court, upon good cause shown, after notice to all parties.").¹

According to the order on appeal, Appellant entered into a lease-to-own contract with Respondents for real property, and although Appellant made some payments, he failed to make all required payments. The master found Appellant had an equity of redemption and ordered he could exercise his equity of redemption by

¹ On January 29, 2026, Appellant filed an "emergency motion to stay enforcement pending decision on motion to reinstate appeal." In light of this court's decision to reinstate the appeal, Appellant's motion is moot. *See Byrd v. Irmo High Sch.*, 321 S.C. 426, 431, 468 S.E.2d 861, 864 (1996) ("This Court will not pass on moot and academic questions or make an adjudication where there remains no actual controversy.").

paying the balance due on Respondents' mortgage or taking over Respondents' mortgage within thirty days. In addition, the master ordered Appellant to pay \$12,000 for fifteen months of back rent within thirty days. The master stated that if Appellant could not purchase the property either by paying the balance due on the mortgage or taking over the mortgage, then the master would sign an order cancelling the lease-to-own contract. Further, the master ordered that if Appellant was "unable to comply with the conditions and time periods set forth" in the order, then Appellant must vacate the premises.

On December 11, 2025, Appellant filed a motion to stay the master's order pending the outcome of the appeal. On January 5, 2026, this court granted a temporary stay of the master's order and requested a return. On January 14, 2026, Respondents filed a return to the motion to stay, arguing Appellant failed to satisfy the stringent standard necessary to obtain a stay. Further, Respondents argued section 18-9-170 of the South Carolina Code (2014) applies and Appellant failed to execute a written undertaking with two sureties in order to obtain a stay of execution of the order on appeal. Finally, Respondents noted Appellant does not reside on the property, and as a result, he will not suffer homelessness by enforcement of the order. On January 20, 2026, Appellant filed a reply, arguing enforcement of the order would render the appeal moot because "[f]orced transfer of possession and cancellation of the contract would irreparably harm Appellant by destroying his equitable interest, improvements, and long-standing possessory rights."

After careful consideration, we grant a temporary stay and remand to the master for consideration of Appellant's motion to stay. *See* Rule 241(b)(4), SCACR (providing that a judgment directing the sale or delivery of possession of real property is not automatically stayed by the service of the notice of appeal); § 18-9-170 ("If the judgment appealed from direct[s] the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking."); Rule 241(b)(1), SCACR (stating money judgments as provided in section 18-9-130 of the South Carolina Code (2014) are not stayed pending an appeal); § 18-9-130(A)(1) ("A notice of appeal from a judgment directing the payment of money does not stay the execution of the judgment unless the presiding judge

before whom the judgment was obtained grants a stay of execution. If the presiding judge grants a stay of execution and requires a bond or other surety to guarantee the payment of the judgment pending the appeal, the amount of the bond or other surety may not exceed the amount of the judgment"); *State v. Cooper*, 342 S.C. 389, 399, 536 S.E.2d 870, 876 (2000) ("The term 'judgment' used in the statute and rule connotes a final decision of the court that addresses the merits of the cause of action and disposes of the cause as to all."); *Pelzer Mfg. Co. v. Cely*, 40 S.C. 430, 433, 18 S.E. 790, 791 (1894) (analyzing the predecessor statute to section 18-9-130 and determining the statute applies to a judgment "requir[ing] the payment of the amount of money adjudged to be due by the one party to the other").²

Appellant shall provide this court with status updates in writing every thirty days until the master issues a written order on his motion to stay. Further, Appellant shall provide this court with a copy of the master's written order regarding his motion to stay within ten days of receiving notice of the ruling. Appellant's failure to provide this court with status updates every thirty days or to notify this court of the master's ruling within ten days of receiving written notice of the ruling will result in the dismissal of this appeal.

This appeal will not be held in abeyance pending the master's ruling on Appellant's motion.

Kim Curtis J.
FOR THE COURT

Columbia, South Carolina

² Based on the limited information provided by the parties to this court, it does not appear the South Carolina Residential Landlord and Tenant Act (SCRLTA) applies. *See* S.C. Code Ann. § 27-40-110 (2007) (stating the SCRLTA "applies to, regulates, and determines rights, obligations, and remedies under a rental agreement, wherever made, for a dwelling unit"); S.C. Code Ann. 27-50-100 (2007) (stating the rights of landlords and tenants pursuant to the SCRLTA remain in effect until transfer of ownership of the property to the purchaser when there is a lease with an option to purchase contract during the term of the lease). However, should the master, who is in a better position to determine the relationship between the parties, determine the SCRLTA does apply, the master should analyze those statutory provisions when determining whether to grant Appellant's motion to stay.

cc:

Aaron Quinzy

Stephanie Nichole Weissenstein, Esquire

The Honorable Michael M. Jordan

The Honorable James C. Campbell

FILED
Apr 01 2026