

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS

COUNTY OF BERKELEY )

Civil Action No. 2026-CP-08-00297

Josetta Singleton, Jayla Singleton and  
Tinarris Williams,

Appellants

vs.

Ah4R Management-SC, LLC, as agent for  
AMH Development, LLC,

Appellees,

**RECEIVED****Apr 23 2026****SC Court of Appeals****ORDER DENYING APPEAL**

This matter came before the Court on the Appeal from the judgment of the Magistrate Court of Berkeley County granting a writ of eviction filed by Appellants Josetta Singleton, Jayla Singleton, and Tinarris Williams, *pro se*, (collectively "Appellants"). A hearing was conducted virtually via WebEx on March 3, 2026. Present at the hearing were the Appellants, *pro se*. The Court, having reviewed the Appeal, the Magistrate's Return, and the arguments of Appellants, hereby **AFFIRMS** the judgment of the Magistrate Court for the following reasons:

### FINDINGS OF FACT

On or about December 31, 2025, Appellees, through counsel, filed an Application for Ejectment against Josetta Singleton, Jayla Singleton, and Tinarris Williams in the Magistrate Court of Berkeley County, case number 2025CV0810606094, for failing to pay rent when due under the terms of the written lease agreement for the property located at 129 Anthurium Drive, Summerville, SC 29486. Appellants were timely served with the Application for Ejectment and Rule to Vacate or Show Cause signed by the Honorable William D. Wilson, Jr.

Appellants timely requested a Show Cause Hearing. The Show Cause Hearing was held on January 26, 2026, before the Honorable William D. Wilson, Jr. Josetta Singleton and Tinarris Williams appeared at the Show Cause Hearing, *pro se*. Appellees appeared at the Show Cause Hearing represented by counsel, Mark B. Goddard. At the time of the Show Cause Hearing Appellants were in arrears in the amount of \$5,807.56 along with \$500 in attorney's fees, with a monthly rent of \$2,437.00. The written lease agreement contained statutory language regarding notice for late payment of rent. Appellees provided Appellants with written notice of the delinquency on or about December 8, 2025.

At the Show Cause Hearing, the Magistrate ruled that tenants failed to show cause why they should not be ejected pursuant to the Rule to Vacate or Show Cause. The Magistrate determined that Appellants were in breach of their written lease agreement and were not timely in the payment of their rent as required. Therefore, the Magistrate Court issued a Warrant of

Ejectment that was properly served on and signed by the Appellants. The Warrant of Ejectment required the Appellants to peacefully and voluntarily vacate the premises located at 129 Anthurium Drive, Summerville, Berkeley County, South Carolina 29486, on or before January 31, 2026. Appellants filed the instant appeal on January 28, 2026.

### CONCLUSIONS OF LAW

Pursuant to S.C. Code Ann. § 18-7-170, a Magistrate Court's judgment may be reversed where the Court finds an error of law or fact.

Pursuant to S.C. Code Ann. § 27-40-710(B):

[i]f rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section 27-40-540, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of nonpayment and his intention to terminate the rental agreement if the rent is not paid within that period. The landlord's obligation to provide notice under this section is satisfied for any lease term after the landlord has given one such notice to the tenant or if the notice is contained in conspicuous language in a written rental agreement. The written notice requirement upon the landlord under this subsection shall be considered to have been complied with if the rental agreement contains the following or a substantially equivalent provision:

#### IF YOU DO NOT PAY YOUR RENT ON TIME

This is your notice. If you do not pay your rent within five days of the due date, then landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit.

The presence of this provision in the rental agreement fully satisfies the "written notice" requirement under this subsection and applies to a month-to-month tenancy following the specified lease term in the original rental agreement. If the rental agreement contains the provision set forth in this subsection, the landlord is not required to furnish any separate or additional written notice to the tenant in order to commence eviction proceedings for nonpayment of rent even after the original term of the rental agreement has expired.

Appellants' Notice of Appeal filed on or about January 28, 2026, stated that "[i]n December 2025, my rent payment was late due to the significant expenses incurred during the move-in process. I acknowledged the late payment and agreed to pay the late fee." The Magistrate's Return indicated that it found that the Appellants were delinquent in rental payments totaling Five Thousand Eight

Hundred Seven and 56/100 (\$5,807.56) Dollars, and Five Hundred and No/100 (\$500.00) Dollars. The Appellants' Notice of Appeal conceded they were delinquent in the payment of rent.

The record reflects that the written lease agreement between the parties contained the statutory language about late payment of rent. Further, the record reflects that Appellants were provided additional notice about the delinquency and the Appellees decision to terminate the lease.

Therefore, the Magistrate Court properly issued the Warrant of Ejectment in accordance with South Carolina law. The Court finds no error in fact or law in the Magistrate Court proceedings.

### ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED that:

1. The appeal of Appellants is DENIED;
2. The judgment of the Magistrate Court is AFFIRMED in all respects;
3. Any Stay of Execution, if any exists, is hereby DISSOLVED.
4. Appellees may proceed with the execution of the Warrant of Ejectment in accordance with applicable law.

AND IT IS SO ORDERED.

\_\_\_\_\_  
Honorable Maite Murphy  
Circuit Court Judge At-Large, Seat 15

Date: \_\_\_\_\_



Berkeley Common Pleas

**Case Caption:** Josetta Singleton, Etal , plaintiff, et al VS AMH Development,  
LLC/Ah4R Management SC, LLC  
**Case Number:** 2026CP0800297  
**Type:** Order/Other

So Ordered

s/ Maite Murphy 2166