

IN THE SUMMARY COURT

CASE NO. 2026 CU 4310100278

STATE OF SOUTH CAROLINA  
COUNTY OF SUMTER

190 EAST CANAL STREET  
SUMTER, SOUTH CAROLINA 29150

Carter Property Management

Tyreek Wallace

VS

PLAINTIFF

DEFENDANT

**RECEIVED**

APR 27 2026

SC Court of Appeals

**JUDGMENT**

PLAINTIFF  DID / DID NOT APPEAR IN COURT.

( )

DEFENDANT  DID / DID NOT APPEAR IN COURT.

( )

THE ISSUES IN THIS ACTION WERE TRIED IN THE SUMMARY COURT

BEFORE JUDGE R. Richardson ON 2/19 20 26 ;

AT WHICH TIME, A VERDICT FOR THE PLAINTIFF / DEFENDANT WAS RENDERED AS

STATED BELOW:

( ) \$ \_\_\_\_\_ IN ADDITION TO COURT COST OF \$ \_\_\_\_\_.

( ) \$ \_\_\_\_\_ TO INCLUDE COURT COSTS.

OTHER RELIEF AS STATED BELOW:

This is a bond hearing and the court hereby set  
the bond \$1500 that must be paid five day and \$850 must  
paid by March 1st. IF fail to pay shall be a default.

AND IT IS SO ORDERED!

2/19/26  
DATE

R. Richard  
SUMMARY COURT JUDGE

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SOUTH CAROLINA  
JUDICIAL BRANCH

STATE OF SOUTH CAROLINA  
COUNTY OF \_\_\_\_\_

IN THE MAGISTRATES COURT

202004310100078

CASE NUMBER: \_\_\_\_\_

Carter Property Management  
Plaintiff(s),

APPLICATION FOR EJECTMENT  
(EVICTION)

v.

Tyrreek Wallace  
Defendant(s).

I, Aloria Carter Plaintiff in this action, am the landlord-lessor of the property located at 150 Frostwood CT, Sumter SC 29154, which is in the jurisdiction of this Magistrates Court.

A landlord-tenant relationship exists between myself and the Defendant, Tyrreek Wallace, the tenant-lessee, as evidenced by the attached documentation:  lease OR  other written proof.

The grounds for this ejectment action are as follows: (select all that apply)

- Tenant has failed or refuses to pay rent when due or upon demand, in the amount of \$ 900;
- The term of tenancy or occupancy has expired;
- The terms or conditions of the lease have been violated as follows: \_\_\_\_\_.

Aloria Carter  
 PLAINTIFF (or Plaintiff's Attorney/Agent)  
4475 Cotton Acres Rd  
 Address  
Sumter SC 29153  
 City/State/Zip  
803-968-0558  
 Phone Number

Sworn and Subscribed before me this 13 day of Jan, 2026

Arlin J. [Signature]  
Magistrate or Notary Public for South Carolina

My Commission expires: 21812031

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2026CV4310100278

Carter Property Management VS Tyreek Wallace

**INSTRUCTIONS FOR EVICTION HEARINGS**

1. Both plaintiff and defendant have the right to come to court and give his/her side of the case.
2. If either party desires a jury trial, s/he must request one in writing at least 5 business days before the date originally scheduled for the hearing.
3. Parties may come to court and speak for themselves, or they may have a lawyer represent them. If you want a lawyer, you should get one right away.
4. Parties may call the South Carolina Lawyer Referral Service at (800) 868-2284 and ask them to refer you to a lawyer if you do not have one.
5. If the defendant cannot afford a lawyer, you may call South Carolina Legal Services at (888) 346-5592 to see if you qualify for free legal assistance.
6. It is the parties' responsibility to bring any witnesses or other evidence they want the Court to consider because the Court does not accept written witness statements, even notarized ones.
7. The Court will not telephone a witness to take testimony.
8. The Court cannot reschedule a case because a witness is not present *unless* the witness is under subpoena.
9. The Court will issue subpoenas to any witnesses if you advise the Court at least 10 days before trial of the name, address, and phone number of the witness. If you wish to subpoena a witness in your county, you will have to mail or deliver a fee of \$8.00 to the magistrate's court for preparing and serving a subpoena. The party requesting the subpoena is required to pay to the subpoenaed witness a fee of \$25.00 plus mileage for each day's attendance. (See Rule 45(b)(1) of the South Carolina Rules of Civil Procedure.)
10. If an emergency arises (not a mere inconvenience or a conflict) and you cannot be in Court at your scheduled time, you must notify the Court immediately.
11. If you are an active member of the Armed Services of the United States, please advise the Court immediately upon receipt of this notice.
12. If you are a business and are going to be represented by someone who is not an attorney, a Non-Lawyer Authorization Form *must* be on file at the Magistrate's Office before trial. (See Rule 21 of the South Carolina Civil Rules of Magistrate Court, Business Representation.)

# Carter Property Management, LLC LEASE AGREEMENT

1. **THE PARTIES.** This Residential Lease Agreement ("Agreement") is made on the undersigned date by and between:

Landlord

Landlord's Name: Delmar and Gloria Carter  
Mailing Address: 4475 Cotton Acres Rd, Sumter SC 29153  
Phone Number: 803-968-0558, 803-983-1730

Tenant

Tenant's Name: Tyreek Wallace  
Phone Number: 803-598-8424  
Email: wallacety15@gmail.com  
Additional Occupants: 1

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2. **PROPERTY.**

- Property Address: 150 Frost Wood Ct, Sumter SC 29154
- Residence Type:  Apartment  House  Condo  Other:
- Bedroom(s): 2 Bathroom(s): 1

3. **TERM.**

- Start Date: February 1, 2025
- Month to Month Tenancy
- 

4. **RENT.**

- **Monthly Rent: \$850**
- **Due Date: 1<sup>st</sup> day of each month.**

5. **SECURITY DEPOSIT.** (check one)

- **Security Deposit.**
  - Amount: \$850
  - Returning to Tenant: 10 days after lease termination.

6. **LATE FEE.** (check one)

- **Late Fee:** (check one)
  - **Fixed Amount. \$50 late fee will apply after the 5<sup>th</sup> of the month.**

7. **EARLY MOVE-IN.** (check one)

- **Early Move-in.**
  - Date: [MOVE-IN DATE]

**AMOUNT DUE AT SIGNING**

First (1<sup>st</sup>) Month's Rent: \$850

Security Deposit: \$850, paid on 1/23/2025

**Total Amount Paid: \$1700**

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Landlord's Signature: Gloria Carter Date: 2/1/25

Print Name: Gloria Carter

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: Delmar Carter

Tenant's Signature: Tyreek Wallace Date: 2/1/25

Print Name: Tyreek Wallace



- Prorated Rent. \$[AMOUNT]

8. **ACCEPTABLE PAYMENT METHODS.** The Landlord accepts any of the following payment methods from the Tenant: (check all that apply)

- ACH – First Citizens Bank, acct# 009162706971
- Zelle - 803-968-0558
- Cash App - \$englishcarter

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9. **PETS.** (check one)

- **No Pets Allowed.**

- **Pets are Allowed.**

Number of Pets:

Types: small house pet

Maximum Weight (per pet):

Deposit (for all pets):  refundable  non-refundable

10. **SMOKING POLICY.** (check one)

- **No Smoking Allowed.**

11. **PARKING.** (check one)

- **Parking is Provided.** parking spaces are provided with: (check one)

- No Fee.

- Fee (describe). [DESCRIBE PARKING FEE]

12. **FURNITURE.** (check one)

- **Property is Not Furnished.**

- **Property is Furnished:** (check all that apply)

- Bathroom(s)

- Bedroom(s)

- Dining Room

- Kitchen

- Living Room

- Other: [DESCRIBE FURNISHINGS]

13. **APPLIANCES.** (check one)

- **Property Has No Appliances.**

- **Property Has Appliances:** (check all that apply)

- Ceiling Fans

- Dishwasher
- Dryer (for laundry)
- Garbage Disposal
- Microwave
- Refrigerator
- Stove / Oven
- Washing Machine
- Water Heater
- Other. [DESCRIBE APPLIANCES]

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**14. UTILITIES & SERVICES.** The Landlord is responsible for: (check one)

- **No Utilities & Services.**

- **Utilities & Services:** (check all that apply)

- Cable (TV)
- Gas / Oil / Propane
- Electricity
- Internet
- Lawncare
- Water / Sewer
- Trash Removal
- Other: [DESCRIBE UTILITIES & SERVICES]

**15. RENTERS INSURANCE.** (check one)

- **No Renters Insurance Requirement.**

- **Renters Insurance is Required.** \$[AMOUNT] is the minimum limit for property damage/loss and liability coverage per occurrence.

**16. MOVE-IN INSPECTION.** (check one)

- **No Move-In Inspection.**

- **Move-In Inspection is Required.**

**17. SUBLETTING.** (check one)

- **No Subletting Allowed.**

**18. NOTICES.** If notice is sent by either Party, it shall be sent to:

**Landlord.** (check one)

- The address mentioned in Section 1.
- [LANDLORD'S NOTICE ADDRESS]

**Tenant.** (check one)

- The address of the Property.

- [TENANT'S NOTICE ADDRESS]

**19. ADDITIONAL TERMS & CONDITIONS.** [ADDITIONAL TERMS & CONDITIONS]

**20. DEFINITIONS.** The terms mentioned in this Agreement are defined below:

- a.) Abandonment. If the Tenant vacates or abandons the Property for a period of up to seven days without informing the Landlord, the Tenant will be considered in default of this Agreement. If the Landlord believes the Tenant has vacated and abandoned the Property, the Landlord is entitled to inspect the Property by providing 24 hours' notice or the timeframe required under Governing Law, whichever is greater.
- b.) Access. Upon the start of the Early Move-In or the Term, whichever is applicable, the Landlord agrees to provide entry to the Tenant in the form of keys, fobs, cards, or any type of keyless access to the Property. Access to the Property shall be given after successful payment and receipt of the amounts required at the execution of this Agreement (see attached 'Amount Due at Signing').
- c.) Additional Occupants. Also referred to simply as "Occupants," these are individuals who have a legal right to reside on the Property with the Tenant. The Tenant agrees to bear all responsibility and liability for the actions made by the Occupants.
- d.) Disclosures. The Disclosures mentioned under Section 22, whether they are attached to this Agreement or distributed to the Tenant separately, are accepted, acknowledged, and understood by the Tenant upon their execution of this Agreement.
- e.) Early Move-In. If the Tenant is permitted an Early Move-In, and any pro-rated rent is required to be paid, such payment must be made by the Tenant at the execution of this Agreement. If applicable and selected in Section 8, this Early Move-In period shall be protected under the same rights as the Term of this Agreement.
- f.) Furnishings and Appliances. The Tenant understands that the Furnishings and Appliances mentioned herein are under the Landlord's ownership and must be returned in the same condition as at the start of the Term, normal wear and tear excepted.
- g.) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the Property is located.
- h.) Guests. Refers to individuals who are not a Tenant or an Occupant but are invited onto the Property on behalf of the Tenant. Guests are permitted to stay on the Property for a period of no more than 48 hours.
- i.) Late Fee. Refers to a penalty accrued by the Tenant in connection to any Rent payment due to the Landlord. The Late Fee shall accumulate in accordance with the terms mentioned herein and Governing Law, abiding by any statutory grace periods that may exist.

- j.) Move-In Inspection. A Move-In Inspection, if required under this Agreement or Governing Law, shall be to protect the liability of the Tenant and the Security Deposit. Both Parties must acknowledge the Property's condition at the start and the end of the Term.
- k.) Notices. The official address used for legal communication between the Landlord and Tenant as mentioned in Section 20.
- l.) Parking. Any Parking provided by the Landlord shall be at the Tenant's discretion. The Landlord is not responsible for any damage, property loss, or liability that may occur to the Tenant's vehicle while parked in the described area.
- m.) Pets. If any property repairs, odor removal, or other maintenance is required due to the Tenant's Pets, the costs shall be deducted from the Pet Fee or Security Deposit with an itemized list disclosed to the Tenant.
  - i. Pet Restrictions. Any pet restriction mentioned in this Agreement shall be limited to Federal and State regulations regarding Tenants with special protections and privileges.
  - ii. Protected Animals. Notwithstanding any other provisions of this Agreement, the Tenant may keep a pet that qualifies as a service animal under the Americans with Disabilities Act (ADA) or an emotional support animal under applicable State and Federal laws. Tenants must provide documentation verifying the animal's status as a service animal or emotional support animal upon request.
  - iii. Procedure for Approval. A Tenant seeking to keep a service animal or emotional support animal must notify the Landlord in writing and provide the necessary documentation. The Landlord shall not unreasonably withhold consent for a service animal or emotional support animal based on legitimate documentation.
  - iv. Indemnification. The Tenant agrees to indemnify and hold harmless the Landlord from any claims, damages, liabilities, or expenses arising out of the actions of any Pet allowed on the Property by the Tenant.
- n.) Party or Parties. The Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."
- o.) Property. The Property is the residential space permitted to be occupied by the Tenant and Occupants as outlined in Section 2.
- p.) **Rent. The first payment of Rent shall be due and payable at the execution of this Agreement. All subsequent Rent payments shall be paid on the due date in accordance with the payment instructions set forth under Section 4. If rent is not paid by the 10<sup>th</sup> of the month, Landlord may start the eviction process.**
- q.) Renters Insurance. It is strongly recommended that the Tenant secures a Renters Insurance policy to cover personal property, which also includes personal liability for their actions. Unless there is a prohibition imposed by the affordability covenants or other restrictions applicable under Governing Law, if Renters Insurance is required it must be issued by an insurance company that provides the amount mentioned in Section 17.

- i. Proof of Insurance. The Tenant shall provide the Landlord with a copy of the Renters Insurance policy declaration page or a certificate of insurance prior to the commencement of the Term and upon any renewal or change of the policy. The Tenant must also provide proof of insurance within 10 days of any written request by the Landlord as a requirement under this Agreement.
  - ii. Interested Party. In any Renters Insurance policy, the Landlord must be named as an additional interested party.
  - iii. Policy Maintenance. The Tenant agrees to maintain the Renters Insurance policy in full force and effect for the duration of the Term and any renewals thereof. Failure to maintain the required insurance constitutes a breach of this Agreement and may result in termination of tenancy and eviction under local housing laws.
  - iv. Landlord's Insurance. Tenant acknowledges that the Landlord's insurance does not cover the Tenant's personal property or liability.
  - v. Subrogation Waiver. The Renters Insurance policy shall include a waiver of subrogation clause in favor of the Landlord, meaning the insurance company of the Renters Insurance cannot seek recovery from the Landlord for any claims paid under the Renters Insurance.
  - vi. Failure to Maintain. If the Tenant fails to obtain and maintain Renters Insurance as required under this Agreement, it shall be considered a violation and result in default of this Agreement.
- r.) Security Deposit. If required, a Security Deposit is paid by the Tenant to the Landlord at the execution of this Agreement under the following terms:
- i. Payment. Payment of the Security Deposit must be made at the execution of this Agreement.
  - ii. Returning to Tenant. The Security Deposit is returned to the Tenant in accordance with the timeframe mentioned or Governing Law, whichever is greater. The timeframe shall start upon the Tenant's delivery and possession of the Property to the Landlord.
  - iii. Receipt. If required under Governing Law or at the Landlord's sole discretion, the Landlord shall provide a receipt for the payment of a Security Deposit.
- s.) Smoking Policy. Smoking, under this Agreement, is referred to using a 3rd party device to inhale plant-based or non-plant-based substances. This includes vaping or inhaling of any vapor-like products.
- t.) Term. The Term shall be the period of time the Tenant and any Occupants are permitted to reside on the Property as mentioned in Section 3. Due to this Agreement being a month-to-month lease in accordance with Governing Law, either Party may terminate by using the Termination Period mentioned or the minimum timeframe required under Governing Law, whichever is greater.
- u.) Utilities & Services. The Tenant is responsible for any Utilities & Services not mentioned in Section 16 as the Landlord's responsibility.
- v.) Violation of this Agreement. If the Tenant violates this Agreement, and more than one individual is named as a Tenant, they shall jointly be liable for all

obligations under this Agreement including but not limited to Rent damage to the Property, outstanding utility bills, and any other non-compliance.

## 21. MISCELLANEOUS TERMS.

- a.) Active Military.
- i. Right to Terminate. Under the Servicemembers Civil Relief Act, the Tenant has the right to terminate this Agreement under the following conditions:
    - 1) Permanent Change of Station. If the Tenant's station is moved by 50 miles or more from the Property; or
    - 2) Deployment. If the Tenant is deployed with a military unit for a period of not less than 90 days.
  - ii. Notice. For the Tenant to exercise termination under this section, written notice of termination and a copy of the official orders or a verification signed by the Tenant's commanding officer shall suffice.
  - iii. Termination Effective Date. Under such termination, it shall be made effective 30 days after the first date on which the next rental payment is due after the notice of termination is delivered to the Landlord. No penalties or fees for early termination shall be charged to the Tenant. However, the Tenant is responsible for all Rent payments prior to the termination date.
  - iv. Security Deposit. Upon such termination, the Landlord shall return the amount paid by the Tenant as a Security Deposit in accordance with this Agreement.
- b.) Alterations. The Tenant is not allowed to alter, modify, or change the Property in any manner without the prior written consent of the Landlord.
- c.) Compliance with Local Laws. The Tenant agrees, during the Term, to adhere to all local, State, and Federal laws regarding any ordinances, orders, rules, and regulations.
- d.) Delivery and Possession. To the best of their knowledge, the Landlord declares to deliver possession of the Property in a habitable condition with all utilities and services in working order. This includes being free of any bedbugs, pests, mold, leaks, or repairs needed that could affect the Tenant's living standards.
- i. Returning to Landlord. Upon the termination of this Agreement, the Tenant is obligated to return the Property in the same or similar condition upon moving out, wear and tear excepted. Any damages will be documented during final inspection and deducted from security deposit.
- e.) Dispute Resolution. Should a dispute arise from this Agreement, the Parties agree to attempt an amicable resolution. If unresolved, disputes shall be settled by binding arbitration within the Governing Law, following the rules of a mutually agreed-upon arbitration association. The prevailing Party may recover reasonable attorneys' fees. This Agreement is governed by the Governing Law with the jurisdiction for any court process to be of the Landlord's preference in such area.

- f.) Indemnification. The Tenant agrees to indemnify and hold the Landlord harmless against all losses, damages, liabilities, claims, and expenses (including attorneys' fees) incurred by the Landlord arising out of or related to the Tenant's use or occupancy of the Property, except to the extent caused by the gross negligence or willful misconduct of the Landlord. This indemnification shall survive the termination of this Agreement.
- g.) Maintenance. Any maintenance required to maintain the Property's condition of habitability shall be the Landlord's responsibility, provided that it is not the result of the Tenant's negligence.
- h.) Occupancy. Within 48 hours of the Tenant's occupancy of the Property, they accept that the Property is in working order and in a habitable condition.
- i.) Right of Entry. The Landlord shall have the right to enter the Property, in accordance with Governing law or by providing 24 hours' notice, whichever is greater, for the following reasons:
  - i. Maintenance and repairs;
  - ii. Inspections.
  - iii. Property showings.
  - iv. Lease violations.
  - v. Emergencies.
  - vi. Per local, State, or Federal laws.
- j.) Right of Quiet Enjoyment. Both Parties shall have the right to quiet enjoyment of the Property, which shall not be infringed upon.
  - i. Tenant's Right. The Tenant has the right to enjoy the Property without disruptive interference from the Landlord or other tenants. Any other disturbance outside the Landlord's power to mitigate shall be the responsibility of the Tenant to report to the appropriate authorities and cooperate with the Landlord in any reasonable measures to resolve the issue.
  - ii. Landlord's Right. The Landlord and any other surrounding tenants have the right to enjoy the Property without disruptive interference by the Tenant. A violation of this section by the Tenant shall be considered a breach of this Agreement.
- k.) Sale of Property. Upon the sale of the Property, the Landlord shall forward the new owner's contact information, and this Agreement shall be assigned to the Landlord accordingly. This Agreement shall continue in the event of a sale.
- l.) Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- m.) Subletting. If subletting is allowed, the Tenant acknowledges that any subtenants must follow the rules, responsibilities, and obligations under this Agreement and cannot occupy the Property longer than the Term. The Tenant accepts that any damage to the Property or any efforts to remove a subtenant shall be their sole responsibility. Furthermore, if a subtenant refuses to vacate

the Property at the end of the Term, the Tenant shall be responsible for removing the subtenant and any loss of Rent of the Landlord.

- i. Subletting Allowed with the Landlord's Consent. If this option is selected in Section 19, the Landlord must grant consent for each subtenant allowed on the Property. Therefore, if the Landlord's consent is granted for a specific subtenant, it does not automatically extend to additional subtenants.

## 22. DEFAULT.

- a.) Tenant's Default. A default by the Tenant shall occur if the Tenant fails to pay Rent or any other payment required by this Agreement the day after it is due, including any grace periods provided under Governing Law. Default shall also occur if the Tenant violates any other term or condition of this Agreement and fails to cure such violation within 5 days after receiving written notice of the violation from the Landlord, or the notice period as required under Governing Law, whichever is greater. Upon default, the Landlord may exercise any remedy available under this Agreement or Governing Law including but not limited to the termination of this Agreement, repossession of the Property, and initiation of legal proceedings to recover unpaid Rent and other claimed damages.
- b.) Landlord's Default. A default by the Landlord shall occur if the Landlord fails to perform any of its obligations under this Agreement, and such failure continues for 10 days after the Tenant gives the Landlord written notice of such failure. Upon default, the Tenant may exercise any remedy available under this Agreement or applicable law including but not limited to the right to terminate this Agreement, deduct the cost of repairs from future rent payments, and seek damages or specific performance through legal action.
- c.) Notice of Default. Any notice required under this section shall be given in writing and shall be deemed sufficiently given if delivered in person or sent by registered or certified mail, return receipt requested, to the other Party at the address set forth in this Agreement or to such other address as either Party may have provided by written notice.

## 23. PROHIBITED ACTIONS.

- a.) Assignment. The Tenant has no rights to assign this Agreement to any other party unless written approval has been granted by the Landlord. The Landlord is prohibited from assigning this Agreement unless there is a change of Property ownership.
- b.) Hazardous Materials. The Tenant agrees not to possess, store, or use any items or substances with flammable or explosive characteristics on the Property including, but not limited to, gasoline, compressed gases, kerosene, motor oil, fireworks, or any other substances deemed ignitable or hazardous.
- c.) Illegal Activity. The Tenant agrees to comply with all applicable laws, ordinances, and regulations. The Tenant, their Guests, and any other Occupant shall not engage in any illegal activities anywhere on the Property including, but not limited to, the leased Property, Parking, and surrounding

property. This prohibition extends to all illegal activities including, but not limited to, the manufacture, sale, distribution, use, or possession of illegal substances, theft, and violent behavior. Any violation of this clause constitutes a material breach of this Agreement and grounds for immediate termination of tenancy and eviction. Additionally, the Tenant shall be held liable for any damages resulting from such illegal activities including, but not limited to, repairs, legal fees, loss of rent, and any other expenses incurred by the Landlord due to the Tenant's illegal activities.

- d.) Residential Use Only. The Tenant agrees to use the Property for residential purposes only. The Landlord must grant written approval if the Tenant uses the Property for any other purpose.
- e.) Waterbeds. The Tenant is prohibited from using any type of bed, mattress, or sleeping aid containing any type of liquid that could cause excessive damage to the Property.

24. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties with regard to the subjects herein. It includes any attachments or addenda and supersedes all prior negotiations, understandings, and agreements among the Parties. Both Landlord and Tenant hereby acknowledge and agree to be bound by the terms and conditions set forth until the expiration or earlier termination of the Term.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. Each Party warrants that they have the legal authority to enter into this Agreement and have done so as their free act and deed.

Landlord's Signature: Gloria Carter Date: 2/1/25  
Print Name: Gloria Carter

Landlord's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: Delmar Carter

Tenant's Signature: Tyreek Wallace Date: 2/1/25  
Print Name: Tyreek Wallace