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SC Court of Appeals

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Statement of Jurisdiction

The court of appeals has the jurisdiction to hear this case because it is the next level in the appellate court system. The appeals have all been filed in accordance with South Carolina law. The original hearing was in that of Dutch Fork magistrate. The judgment was issued in that court located in Richland County. The appeal to the judgment was filed in the court of common please located in Richland County.

Statement of the Issues

The issue at hand to be reviewed are the fees assessed to the ledger. The fees that have been added to the ledger are in violation of the SC landlord tenant act. The magistrate court advised the landlord that fees could not be added to the ledger for legal fees or utilities. Magistrate court instructed landlord to remove the fees but did not enforce the order that was given to her and followed through with allowing landlord to get a writ based on unpaid rent when it was actually the legal fees that had not been removed from the ledger to ensure accuracy.

Statement of the Case & Facts

October the 13th 2024 was the date the lease was initially signed. After lease was signed and move in was underway the Realty company had expressed a secondary deposit would need to be paid but it would be separated into 2 months to be paid November and December. Landlord did not notify SC Housing of this change but did notify tenant. Tenant was in agreement of the change. Also At the time of move in Tenant was advised that the utility companies were Columbia water and Dominion energy. Accounts were set up prior to move-in and accounts were placed in tenants name effective October 13th 2024. Landlord was adding utilities that owner had been billed to the ledger causing there to be late fees for rent as any monies applied to the account goes to the oldest debt. However the debts were on the ledger and were not allowable. There are communications in evidence where tenant asked about these adjustments on several occasions. In December the tenant had an unexpected emergency surgery. I was able to pay the rent but the deposit was unpaid for that month. In December is when I was advised that the property also had a sewer account attached to it. So I was informed that I needed to open account with Richland county utilities. I sent a request to them but due to it being the holidays some people were out of town and the receptionist was unfamiliar with how to transfer over accounts. So she sent an application. I sent the application back in but it was not active until January. I accepted paying late fees since the utility bills was actually my responsibility. Even though I did not agree it was fair I wanted to resolve the issue. During court the judge asked her to remove those fees and calculated the amount due for the sewer in previous months. And that was amount paid to the court via money order and every month since my rent has been being paid to the courts on time. The landlord went back to the judge in magistrate and asked for the writ based on unpaid rents when it was actually the fees from the ledger that were unpaid. The writ was issued inaccurately. I requested a hearing for stay of the writ and was granted that. When we went to the court and reviewed the documents the judge stated that it was too confusing for him so he was sending up for review of the higher courts and granted the eviction. And the judge issued the bond. I requested reconsideration and was denied. I filed the appeal with the court of common pleas and because the writ should never have been granted. We should have been sent to mediation in place of the writ being issued. That has been all I have requested is someone to review the documents and make a determination with us all together is the ledger is accurate. The court of common please upheld the lower courts decision. I have file the appeal with this court as the landlord never abided by the instructions of the magistrate to remove the fees from the ledger. If she had of removed those as she was instructed there would not be any past due the outside of the sewer that was not made known until December along with the second deposit which was paid when agreed upon between landlord and tenant

Argument

The magistrate court made an error by issuing the writ to Dream Investment without verifying that rents were unpaid. The writ was issued in error because the rents for the property were paid in timely manner per lease but the fees remained on the ledger despite magistrate instructing the Dream Investment to remove those fees and update the ledger to reflect adjustment. Per the landlord tenant act landlords can not charge late fees on any payments that are not rent payments or utilities when those utilities are in the landlord name. The utilities were not in the landlords name and the tenant was responsible for utilities under their own account from October 13, 2026. The utilities that were listed but not made known to the tenant until December were sewage. The landlord did not know the property had a separate sewerage account until December. At that point the account was placed in tenants name and the tenant paid all previously charged fees for the sewage. The writ should be reversed and the ledger should be updated to reflect rents only. The landlord continues to charge a 300\$ late fee monthly despite the rents being paid to the court on time via money order. Late fees are not applicable and should be removed. The tenant is requesting the court to reverse the writ and order the landlord to revise the ledger to reflect accurate payments or to allow the tenant to be free of the lease. Due to the tenant having a housing voucher she can not just leave the premises without being allowed to exit the lease. If the court should see if, please reverse the writ and allow tenant to exit the lease.

Conclusion and Relief Requested

Relief requested from the court is to reverse the writ and allow the tenant to be released from the obligation of the lease. The tenant is requesting the courts to ask the landlord to correct the ledger and resubmit proof of corrections. The tenant would like to be relieved of the lease and move out.