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Jun 08 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Derham Cole

APPELLATE CASE NO. 2025-002087

Sylecia McIntyreAppellant,

v.

Westwood Town Homes.....Respondent.

RENEWED MOTION TO DISMISS

Ross B. Plyler
(S.C. Bar No. 71688)
CASSIDY COATES PRICE, P.A.
P.O. Box 10529
Greenville, South Carolina 29603
864-349-2600
rplyler@cassidycoates.com
Attorneys for Respondent

COMES NOW, Westwood Town Homes (“Respondent”) and renews its Motion to dissolve the stay, dismiss Sylecia McIntyre’s (“Appellant”) appeal, and order execution of the order of eviction pursuant to S.C. Code Ann. §27-40-800(f) because Appellant has failed to pay rent as promised in her undertaking and as ordered by the Court of Common Pleas.

Factual and Procedural Background

On October 13, 2025, McIntyre filed a notice of appeal and a motion to stay an eviction with the South Carolina Court of Appeals. In an Order of the same date, the Court of Appeals “temporarily” granted Appellant’s motion to stay and remanded the matter to the Court of Common Pleas for an expedited hearing on the motion to stay and the determination of any appeal bond.

After a hearing on November 17, 2025, the Court of Common Pleas issued an Order (“Order to Stay”) that stayed Appellant’s ejection so long as Appellant is compliant with the terms of the Undertaking and the Order to Stay. The Order to Stay said “Appellant shall pay directly to Respondent monthly rent of Six Hundred Thirty-One and no/100 Dollars (\$631.00) on the first day of each month during the pendency of Appellant’s appeal in the Court of Appeals.” (Ex. A, Order.) The Order to Stay also noted that Appellant signed an undertaking on November 17, 2025, agreeing to pay this amount. (Ex. A, Order.) Further, the Order to Stay clarified that “Appellant shall pay directly to Respondent on or **before December 1, 2025** the amount of rent for November 2025, which has not yet been paid as of the date of this Order” and that “[t]his shall be cumulative to the amount of rent Appellant has agreed to pay in December pursuant to her undertaking.” (Ex. A, Order) (emphasis added). Appellant signed an undertaking where she “undertakes to pay the periodic rent hereinafter due” in order to stay execution of judgment for ejection during appeal. (Ex. B, Undertaking.)

Appellant Failed to Pay Amount Ordered by Court and Promised in Undertaking

Appellant has not paid any amount to Respondent. Specifically, as of the date of filing the first Motion to Dismiss (December 16, 2025), Appellant had not paid the \$631.00 rent for November 2025 as required by the Order or the \$631.00 rent for December 2025 as Appellant promised in the Undertaking. (See Ex. C, Application and Affidavit of Kesha Norris to dissolve Stay and to dismiss Appeal and issue Order to Evict and Remove.)

Since that time, Appellant has represented to the Court that all requested monthly payments were “timely fulfilled,” and that “tender has been remitted on January 15, 2026 for November 2025, December 2025, and January 2026” rent payments. (Appellant’s Motion for Judicial Notice of Tender, January 15, 2026.) First, even if this was true, the payments were untimely according to the deadline established in the Order to Stay. Second, Appellant never made any actual rent payments to Respondent. Appellant sent only “tender of payment” documents, attached hereto as Exhibit D.

“[T]he tenant’s failure to comply with the terms of the undertaking entitles the landlord to execution of the judgment for possession in accordance with the provisions of subsection (e) of this section.” S.C. Code Ann. § 27-40-800(f)(2). Section (e) says, “if the tenant fails to make a payment within five days of the due date according to the undertaking and order staying execution, the clerk, upon application of the landlord, shall issue a warrant of ejectment to be executed pursuant to § 27-37-40 of the 1976 Code.” S.C. Code Ann. § 27-40-800(e).

Therefore, due to Appellant’s blatant non-compliance with the Order of Stay and the Undertaking, Respondent requests the Court of Appeals dissolve the stay, dismiss Appellant’s appeal, and direct the Clerk of the Court of Common Pleas to execute the order of eviction and issue a warrant of ejectment.

[Signature on following page]

Respectfully submitted,

CASSIDY COATES PRICE, P.A.

s/Ross B. Plyler

Ross B. Plyler, SC Bar No. 71688

rplyler@cassidycoates.com

P. O. Box 10529

Greenville, SC 29603

P: (864) 349-2600

F: (864) 349-0303

Attorneys for the Respondent

Dated: June 8, 2026

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Derham Cole

APPELLATE CASE NO. 2025-002087

Sylecia McIntyreAppellant,

v.

Westwood Town Homes.....Respondent.

Exhibit A to Respondents' Renewed Motion to Dismiss

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP4204002

Sylecia McIntyre
PLAINTIFF(S)

Westwood Town Homes
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCPP; Rule 41(a), SCRCPP (Vol. Nonsuit); Rule 43(k), SCRCPP (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCPP; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter came before the Court on November 17, 2025 pursuant to the October 13, 2025 order of the South Carolina Court of Appeals. In that order, the Court of Appeals temporarily stayed Appellant Sylecia McIntyre's eviction and remanded the matter to this Court for a hearing on the issue of whether Appellant's ejection should be stayed and the a determination of the appeal bond. This Court hereby determines that Appellant's ejection shall be STAYED on the grounds set forth below.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 11/17/2025 .

Sylecia McIntyre for Sylecia McIntyre
Sylecia McIntyre for Sylecia McIntyre

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

Following a hearing on the matter, the Court determined that, pursuant to S.C. Code Ann §27-40-800(f)(1) and the terms of Appellant's lease agreement with Respondent, Appellant shall pay directly to Respondent monthly rent of Six Hundred Thirty-One and No/100 Dollars (\$631.00) on the first day of each month during the pendency of Appellant's appeal in the Court of Appeals. Appellant signed an undertaking dated November 17, 2025 agreeing to pay this amount. The undertaking was filed on its date of execution.

In Respondent's November 14, 2025 Memorandum on Motion to Stay and to Determine Amount of Bond, Respondent states that Appellant paid into the Magistrate's Court a total of \$2,343.00 on October 13, 2025 as aggregate rent for July, August, September and October 2025. That sum shall remain in escrow with the Magistrate's Court for the benefit of Respondent until the appeal is resolved, at which point the Magistrate's Court will determine the method, manner and amount of disbursement.

Appellant shall pay directly to Respondent on or before December 1, 2025 the amount of rent for November 2025, which has not yet been paid as of the date of this Order. This shall be cumulative to the amount of rent Appellant has agreed to pay in December pursuant to her undertaking.

If Respondent is compliant with the terms of the undertaking and the terms of this Order, then the execution of the writ of ejection shall be, and hereby is, STAYED. See S.C. Code Ann §27-40-800(e),(f)(1)and(2).

All other motions Appellant has filed or purported to file with the Circuit Court during the pendency of her appeal to the Court of Appeals are DISMISSED for want of jurisdiction.



Spartanburg Common Pleas

Case Caption: Sylecia McIntyre VS Westwood Town Homes
Case Number: 2025CP4204002
Type: Order/Electronic Form 4

IT IS SO ORDERED!

s/ J. Derham Cole, Jr. 2789

Electronically signed on 2025-11-17 16:42:07 page 3 of 3

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Derham Cole

APPELLATE CASE NO. 2025-002087

Sylecia McIntyreAppellant,

v.

Westwood Town Homes.....Respondent.

Exhibit B to Respondents' Renewed Motion to Dismiss

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

) IN THE COURT OF COMMON PLEAS
) FOR THE SEVENTH JUDICIAL CIRCUIT
)

Sylecia McIntyre,
Appellant,
v.

) Case No.: 2025CP4204002
)

) **UNDERTAKING AND BOND TO**
) **STAY EXECUTION**
)

Westwood Town Homes,
Respondent.

Now comes the Tenant in the above-entitled action and respectfully shows the Court that a judgment of ejectment was issued against the Tenant and for the Landlord on the 1st day of August 2025, by the magistrate. Tenant appealed the judgment to the Circuit Court where it was dismissed for failure to post the appeal bond. Pursuant to S.C. Code Ann. § 27-40-800(f)(1) and the Court of Appeals Order filed October 13, 2025, the Tenant is obligated to pay rent in the amount of Six Hundred and Thirty-One Dollars (\$631.00) due on the 1st day of each month.

Tenant hereby undertakes to pay the periodic rent hereinafter due and moves the Circuit Court to stay execution on the judgment for ejectment until this matter is heard on appeal and decided by the Circuit Court.

November 17, 2025

*All Rights Reserved
McIntyre, Sylecia A.*

Sylecia McIntyre
Tenant

*Rights Preserved
to Appeal the
Amount*

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Derham Cole

APPELLATE CASE NO. 2025-002087

Sylecia McIntyreAppellant,

v.

Westwood Town Homes.....Respondent.

Exhibit C to Respondents' Renewed Motion to Dismiss

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)
)
Sylecia McIntyre Agent on behalf of)
Principal Sylecia McIntyre,)
)
Plaintiff,)
)
vs.)
)
Westwood Townhomes,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2025-CP-42-04002

**APPLICATION AND AFFIDAVIT
BEFORE THE CIRCUIT COURT
TO DISSOLVE STAY AND DISMISS APPEAL
AND
ISSUE ORDER TO EVICT AND REMOVE
(Failure of Tenant/Appellant to Comply With
Stay to Timely Pay Rent Pending Appeal) S.C.
Code Section 27-40-800**

Personally appeared, Keisha Norris, who being duly sworn states:

I am the property manager for Westwood Town Homes in Spartanburg, South Carolina.

The magistrate court issued a judgment of eviction against Tenant Sylecia McIntyre on August 1, 2025.

I am familiar with the matter of *Sylecia McIntyre v. Westwood Town Homes*, Appellate Case No. 2025-002087 and the underlying matter in the Court of Common Pleas, Case Number 2025-CP-42-04002.

On November 17, 2025, Sylecia McIntyre signed an "Undertaking and Bond to Stay Execution" (attached as Exhibit A), promising to pay periodic rent so that the Court would stay execution on the judgment for ejection during her Appeal.

Further, in its Order of November 18, 2025 (attached as Exhibit B), the Circuit Court ordered Sylecia McIntyre to pay directly to Westwood Town Homes the amount of rent for November 2025 along with the rent for December 2025 on or before December 1, 2025.

The stay required Tenant to timely pay periodic rent due in the amount of \$631.00 on the 1st day of each month.

As of the date of this affidavit, McIntyre has not paid or attempted to pay any amount to Westwood Town Homes as required by the Court and promised in her undertaking.

[Signature on following page]

Sworn to and subscribed before me
this 12 day of December 2025

[Signature]
Notary Public for South Carolina

My Commission Expires: March 28, 2033

DEBORAH WASHINGTON
Notary Public
State of South Carolina
My Commission Expires March 28, 2033

Keisha M. Norris
Landlord/Property Manager/Agent

APPLICATION OF LANDLORD

Landlord/Respondent applies to the court for an order dissolving the stay, dismissing Tenant's appeal, and directing the sheriff to execute the order of eviction previously issued by the magistrate court as authorized by section 27-40-800 of the code.

Date: 12/12/25
B. Springs, South Carolina

Keisha M. Norris
Landlord/Property Manager/Agent

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

Sylecia McIntyre Agent on behalf of)
Principal Sylecia McIntyre,)
)
Plaintiff,)
)
vs.)
)
Westwood Townhomes,)
)
Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2025-CP-42-04002

CERTIFICATE OF SERVICE

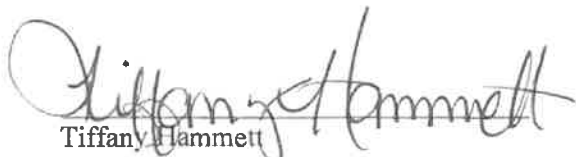
The undersigned employee of Cassidy Coates Price, PA hereby certifies that she has served the following named individual(s) with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

PARTY SERVED:

Sylecia T. McIntyre, *Pro Se*
1855 East Main Street, Suite 14-219
Spartanburg, SC 29307

PLEADING:

APPLICATION AND AFFIDAVIT BEFORE THE CIRCUIT COURT TO DISSOLVE STAY AND DISMISS APPEAL AND ISSUE ORDER TO EVICT AND REMOVE



Tiffany Hammitt
Paralegal to Ross B. Plyler

Greenville, South Carolina
December 15, 2025

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Derham Cole

APPELLATE CASE NO. 2025-002087

Sylecia McIntyreAppellant,

v.

Westwood Town Homes.....Respondent.

Exhibit D to Respondents' Renewed Motion to Dismiss

Cover Letter

To:
Keisha Norris
Property Manager
Westwood Town Homes

Greetings Ms. Norris,

Please find enclosed the following presentments, which are original instruments. Kindly handle with care and ensure these instruments are properly deposited with your institutional banking representative in relation to the referenced application.

As a reminder, a formal request for a rent and payment ledger was initially made in June. Since that time, multiple subsequent requests have been submitted for compliance purposes.

These enclosed payments are submitted in satisfaction of the undertaking issued by the Circuit Court. We respectfully request that you acknowledge and process them accordingly.

Additionally, this serves as a friendly reminder that landlords are required under South Carolina statute to provide a true and accurate ledger within 30 days of request. Please remit a full ledger in compliance with the lease and your institution's account at First Citizens Bank.

Thank you, and have a wonderful day.

Sincerely,

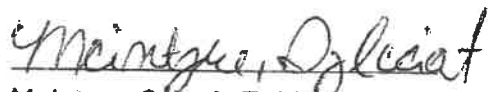
Sylecia McIntyre
Agent for Principal
1855 E. Main Street
Suite 14-219
Spartanburg, SC 29307

Tender of Payment

Notice of Claim, Tender of Payment, and Instructions

Date: January 1, 2026

I, McIntyre, Sylecia T., Agent on behalf of Sylecia McIntyre, Principal, hereby accept and claim all titles, all rights, all interest, and all guaranteed equity owed to the Principal. I hereby instruct Chief Financial Officer Erin Griffin, or bearer, to apply from the Principal's balance the amount of (\$631.00) Six Hundred Thirty-One Dollars to the Principal's account. Application Reference Number: [REDACTED] for each and every billing cycle, for the purpose of set-off.

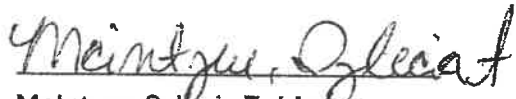

McIntyre, Sylecia T. / Agent

Tender of Payment

Notice of Claim, Tender of Payment, and Instructions

Date: December 1, 2025

I, McIntyre, Sylecia T., Agent on behalf of Sylecia McIntyre, Principal, hereby accept and claim all titles, all rights, all interest, and all guaranteed equity owed to the Principal. I hereby instruct Chief Financial Officer Erin Griffin, or bearer, to apply from the Principal's balance the amount of (\$631.00) Six Hundred Thirty-One Dollars to the Principal's account. Application Reference Number: [REDACTED] for each and every billing cycle, for the purpose of set-off.

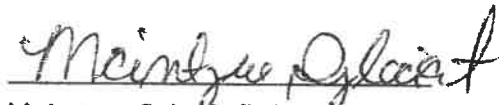

McIntyre, Sylecia T. / Agent

Tender of Payment

Notice of Claim, Tender of Payment, and Instructions

Date: November 1, 2025

I, McIntyre, Sylecia T., Agent on behalf of Sylecia McIntyre, Principal, hereby accept and claim all titles, all rights, all interest, and all guaranteed equity owed to the Principal. I hereby instruct Chief Financial Officer Erin Griffin, or bearer, to apply from the Principal's balance the amount of (\$631.00) Six Hundred Thirty-One Dollars to the Principal's account. Application Reference Number: [REDACTED] for each and every billing cycle, for the purpose of set-off.


McIntyre, Sylecia T. / Agent

Minty, Dwight
1835 Salt Mine Rd. Ste 14219
Spartanburg, South Carolina
[29307]

CERTIFIED MAIL

9589 0710 5270 3195 8805 76



Retail

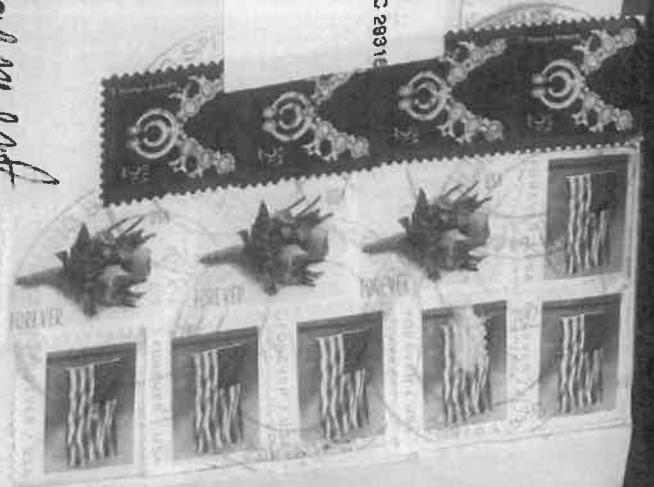
RDC 99

29316

U.S. POSTAGE PAID
FCM LG ENV
BOILING SPRINGS, SC 29316
JAN 15, 2028

\$0.10

S2324D502759-07



Wishla Nozick
OR Property Management
OFFICE 925 Wesley Court
Boiling Springs, SC
29316

Postmaster Note:
Please Deliver to OFFICE
No Signature Required

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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Jun 08 2026

SC Court of Appeals

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

The Honorable Derham Cole

APPELLATE CASE NO. 2025-002087

Sylecia McIntyreAppellant,

v.

Westwood Town Homes.....Respondent.

PROOF OF SERVICE

I hereby certify that I have served *Respondents' Renewed Motion to Dismiss submitted to the Court for electronic filing, on this* on this 9th day of June, 2026 and by mailing a copy to Appellant as follows:

Sylecia T. McIntyre, *Pro Se*
1855 East Main Street, Suite 14-219
Spartanburg, SC 29307

Tiffany T. Hammett, Paralegal to
Ross B. Plyler
Cassidy Coates Price, PA
1052 North Church Street (29601)
P.O. Box 10529
Greenville, South Carolina 29603
Phone: 864-349-2600
thammett@cassidycoates.com



Ross B. Plyler
(864) 404-3132
rplyler@cassidycoates.com

RECEIVED

Jun 08 2026

SC Court of Appeals

June 9, 2026

The South Carolina Court of Appeals
Clerk of Court
P.O. Box 11629
Columbia, SC 29211

RE: Sylecia McIntyre v. Westwood Town Homes
Appellate Case No. 2025-002087
CCP File No.: 4284.0001

Dear Madam Clerk,

Enclosed please find for filing Respondent's Renewed Motion to Dismiss and Proof of Service with regards to the above-referenced matter. A check for fees associated with this filing will be placed in today's outgoing mail.

Please let me know if you have any questions regarding the enclosed.

Sincerely,
CASSIDY COATES PRICE, P.A.

A handwritten signature in blue ink that reads 'Tiffany T. Hammett'.

Tiffany T. Hammett
Paralegal to Ross B. Plyler
Counsel for the Respondent

Enclosures

cc: Sylecia T. McIntyre