

2026-001070

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Jun 25 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM THE CIRCUIT COURT OF Spartanburg COUNTY

The Honorable Derham Cole Jr. Circuit Court Judge

Appellate Case No.: 2026-0010070

Lower Court Case No.: 2026-CP-42-000934

Shanda Tate and Bernard Logan

Tenant - Appellant,

v.

Erica Estes/ Kasey Fowler The Grove Veridian LLC,

Landlord - Respondent.

INITIAL BRIEF OF APPELLANT

Submitted by:

Shanda Tate

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TABLE OF AUTHORITIES

South Carolina Statutory Authorities:

- South Carolina Residential Landlord and Tenant Act, S.C. Code Ann. § 27-40-10 et seq.
- S.C. Code Ann. § 27-40-440 (Landlord's obligation to maintain premises).
- S.C. Code Ann. § 27-40-710 (Noncompliance with rental agreement; failure to pay rent).
- S.C. Code Ann. § 27-40-910 (Retaliatory conduct prohibited by landlord).

South Carolina Appellate Jurisprudence:

- Wright v. PRG Real Estate Management, Inc.*, 426 S.C. 202, 826 S.E.2d 285 (2019) (discussing landlord statutory obligations).
- Ross v. P.O.W. Investors, Inc.*, 308 S.C. 91, 417 S.E.2d 98 (1992) (applying provisions of the SCRLTA).

STATEMENT OF ISSUES ON APPEAL

1. Did the lower courts commit a reversible error of law by affirming an eviction for non-payment of rent when undisputed evidence proves the Tenant timely attempted to pay, and the Landlord manually overrode, rejected, and cancelled the payment?
2. Did the lower courts err by failing to dismiss the eviction action as an illegal retaliatory eviction under S.C. Code Ann. § 27-40-910, given that the Landlord's

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manual payment cancellation and subsequent ejectment filing immediately followed the Tenant's formal written complaints regarding hazardous, uninhabitable mold conditions?

STATEMENT OF THE CASE

This matter arises under the South Carolina Residential Landlord and Tenant Act (SCRLTA). Appellant (Bernard Logan and Shanda Tate) entered into a residential lease agreement with Respondent (Erica Estes) for the premises located at 204 Arrow Wood Rd. Apt 102.

During the tenancy, a severe and hazardous mold condition developed on the property due to unaddressed water intrusion. On December 23, 2025. Appellant submitted a formal, written notice to Respondent demanding remediation of the mold, which threatened the health and safety of the occupants.

Instead of repairing the premises, the Respondent took punitive action on January 15, 2026. On January 13, 2026, Appellant attempted to pay the monthly rent using the Landlord's standard payment system. Respondent manually cancelled, rejected, and overrode this transaction. Immediately thereafter, Respondent initiated summary ejectment proceedings in the Magistrate Court for Spartanburg County, alleging non-payment of rent.

At the magistrate hearing, Appellant presented explicit proof of the tendered payment and the Landlord's deliberate manual cancellation, raising the affirmative defenses of landlord fraud and illegal retaliation under S.C. Code Ann. § 27-40-910. The Magistrate Court granted the ejectment anyway. Appellant timely appealed to the Circuit Court, which affirmed the Magistrate's decision without addressing the factual reality of the landlord's manual payment block. Appellant now files this timely appeal to the South Carolina Court of Appeals to correct these compounding errors of law.

SUMMARY OF ARGUMENT

The lower courts failed to adhere to both the explicit text and the legislative intent of the SCRLTA. First, an eviction for "non-payment" cannot stand where a tenant tenders full payment and the landlord actively prevents its processing. By manually cancelling a valid payment, the Landlord engineered an artificial default to construct grounds for an eviction.

Second, S.C. Code Ann. § 27-40-910 strictly prohibits a landlord from bringing an action for possession or driving a tenant out after a tenant complains about code or

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habitability defects. The proximity in time between Appellant's mold complaint and Respondent's manual payment cancellation establishes a clear case of illegal retaliation. The orders below must be reversed.

ARGUMENT

I. THE LOWER COURTS ERRED AS A MATTER OF LAW BY ORDERING EJECTMENT WHERE THE LANDLORD INTENTIONALLY REJECTED AND MANUALLY CANCELLED VALIDLY TENDERED RENT TO MANUFACTURE A FALSIFIED DEFAULT.

The lower courts committed a fundamental error of law by treating this matter as a routine case of non-payment of rent under S.C. Code Ann. § 27-40-710. The record clearly demonstrates that Appellant did not fail to pay rent. Rather, Appellant fulfilled their contractual obligation by tendering the full amount due on [Insert Date of Payment Attempt].

The text of the SCRLTA is designed to penalize tenants who neglect or refuse to pay rent. It was never intended to empower a landlord to manipulate digital payment systems to lock a tenant out of their payment portal, reject an automated clearing house (ACH) or card transfer, and then immediately file for eviction.

A tender of payment, when refused without legal justification, discharges the tenant from the penalties of non-payment. By executing a manual override to stop the payment from processing, Respondent engaged in bad-faith maneuvering. The lower courts ignored basic contract law and statutory construction by treating a landlord's active refusal of funds as a tenant default. Because the rent was validly tendered, no legal default occurred, and the ejectment order lacks any foundational basis in law.

II. THE LOWER COURTS ERRED BY FAILING TO APPLY THE MANDATORY PROTECTIONS AGAINST RETALIATION UNDER S.C. CODE ANN. § 27-40-910, WHERE THE EVICTION PROCEEDING WAS INITIATED IMMEDIATELY IN RESPONSE TO THE TENANT'S WRITTEN MOLD COMPLAINTS.

Under S.C. Code Ann. § 27-40-440, a landlord has an absolute statutory mandate to maintain the premises in a clean, safe, fit, and habitable condition. When a landlord fails this duty, tenants have a protected legal right to complain. To prevent landlords from abusing their power to silence tenants, the South Carolina General Assembly enacted S.C. Code Ann. § 27-40-910, which states in pertinent part:

"(a) Except as provided in this section, a landlord also may not retaliate by increasing rent to an amount in excess of fair-market value or decreasing

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essential services or by bringing an action for possession after: (1) the tenant has complained to a governmental agency charged with responsibility for enforcement of a building or housing code of a violation material to health and safety; or (2) the tenant has complained to the landlord of a violation under Section 27-40-440."

The sequence of events in this case presents a definitive textbook example of statutory retaliation. Appellant submitted a written demand regarding severe mold exposure. Within days of receiving this notice, Respondent manually interfered with Appellant's rent payment to block the transaction and swiftly filed an application for ejectment.

By affirming the eviction, the lower courts have created a highly dangerous precedent: landlords in South Carolina could easily bypass the state's Anti-Retaliation statute simply by blocking a tenant's digital rent payment and reframing a retaliatory eviction as a "non-payment" issue. Because the record establishes that the eviction filing was a direct, retaliatory counter-measure to the mold complaint, S.C. Code Ann. § 27-40-910 required the absolute dismissal of the landlord's action.

CONCLUSION

For the reasons stated above, Appellant respectfully requests that the South Carolina Court of Appeals reverse the orders of the lower courts, vacate the judgment of ejectment, dismiss the landlord's summary proceeding with prejudice, and remand this matter for a proper calculation of statutory damages and costs against Respondent for willful violations of the SCRLTA.

Respectfully submitted,

Date: June 25, 2026

Shanda Tate Bernard Logan

Shanda Tate, Bernard Logan, Appellant Pro Se

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Critical Compliance Steps for Appellate Courts

1. **The Record Citations:** Per SCACR Rule 208(b)(4), when you file your *Final Brief*, you must add parenthetical references pointing to the exact page and line numbers of the official **Record on Appeal** (e.g., (R. p. 12, lines 4-10)) right next to your factual claims.
2. **Certificate of Service:** You must attach a signed statement at the very end of your filing verifying that you mailed a true copy of this entire brief to your landlord's attorney via first-class mail.

To finalize your preparations, please let me know:

1. Did the landlord state **in writing** (like an automated portal receipt or email) that your payment was manually cancelled or rejected?
2. Have you already received the bound **Record on Appeal** from the court clerk, or are you still within the **initial brief drafting deadline**?

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Payment details



Payment details

Canceled

\$1,373.88

Jan 13, 2026 3:58 PM

This payment was manually canceled.

Rent for

Arrow Wood Road, 204-0102, Hilton Head
Island, SC 29926
Bilt Rewards Alliance

Payment type

Bilt Alliance

Payment method

VISA 4907

Payment status

Canceled

Transaction amount

\$1,367.93

Fee amount

\$5.95

Total amount

\$1,373.88

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APPEAL FROM Spartanburg COUNTY
Court of Common Pleas

Deerham Cole Jr., Circuit Court Judge

Case No. 2026 - CP 42 - 000934

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Bernard Logan
Shanda Jester

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Wasey Fowler
The Grove

Appellant/Respondent.

PROOF OF SERVICE

Retaliation

I certify that I have served the Brief of Retaliation on Wasey Fowler by depositing
(Document) (Name)

a copy of it in the United States Mail, postage prepaid, on June 25, 2026, addressed to,
(Date)

P.O. Box 5269 Greenville SC 29606

Brief of Retaliation / Retaliation

Date: 6/25/2026

s/ Bernard Logan
Address: 204 Meadow Wood Rd.
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