

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THIRD JUDICIAL CIRCUIT
COUNTY OF SUMTER	)	
		2025-CP-43-01193
Robert Jones and Jessica Jones,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER ON DEFENDANT'S MOTION
	)	FOR STAY PENDING APPEAL
Aaron Quinzy,	)	RECEIVED
	)	Jul 20 2026
Defendant.	)	SC Court of Appeals
	)	
	)	

This matter came before me on May 19, 2026, on defendant's Motion to Stay the judgment in this matter pending appeal. Plaintiffs filed a written return to the motion and were represented by Stephanie Weissenstein, Esq. Defendant did not appear in person or through counsel.

The court provided the scheduled date and time for this hearing via email to defendant and to plaintiffs' counsel. Written notice of hearing on defendant's motion, other than the email notice was not served by either party upon the other. Due to his absence at the hearing, defendant was contacted by phone by the court's assistant and defendant inquired if the court had ruled. There was no indication of health issue or request for rescheduling due to circumstances. I find that I can rule on the issues presented based upon the information presented and that defendant's absence does not serve to prejudice his position.

A review of the file indicates that this court entered its order and judgment on November 24, 2025, requiring defendant to pay and satisfy plaintiffs' mortgage loan on the property, and to pay plaintiffs \$12,000.00 in back rent. This amount was contemplated to be approximately \$29,000.00. Defendant was to complete payments within 30 days, or forfeit the real property back to plaintiffs. Payment in full by defendant of such amounts would exercise defendant's equity of redemption in the lease to own contract executed between the parties.

Defendant filed his appeal with the Court of Appeals December 12, 2025 per the public index. Two orders have since issued from the Court of Appeals: January 23, 2026 and April 6,

2026. Defendant filed the subject Motion to Stay, April 10, 2026 and plaintiffs filed a return on (date).

Defendant requests that this court's order be stayed pending his appeal. The Court of Appeals order from April 6, 2026 remands this matter to this court for consideration of defendant's Motion to Stay. The order also references consideration by this court of the Residential Landlord Tenant Act.

S.C. Code Section 18-9-170 provides for posting of a bond by appellant in event of an appeal in circumstances such as this case presents, specifically an order and judgment for delivery of real property.

Amount of bond is largely in the discretion of the court, however the above statute refers to factors for consideration including: waste committed or suffered by appellant; and reasonable rental value for use and occupation.

The judgment entered, while not specific as to a dollar amount, contemplated approximately \$29,000.00 in payment for the equity of redemption from defendant to plaintiffs. Staying the enforcement of the order during appeal serves to harm plaintiffs in that respect in at least the amount of interest on \$29,000.00. Plaintiffs' return raises multiple grounds for harm suffered should the stay be granted to defendant.

The property (improvements) has already been mostly destroyed by fire and no equity is contemplated by either party. It is no longer habitable and the Residential Landlord Tenant Act contemplates such circumstance following a fire. While the appeal is pending, plaintiffs are receiving no rental payments and responsibility for taxes and insurance continue to accrue as the property is titled to them. The property is not habitable and defendant does not reside thereon. The rental payments were in the amount of \$750.00 per month (\$850.00 with grass cutting).

Potential for waste committed or suffered by appellant appears slight as the improvements have been destroyed by fire. There is no evidence in the record of reasonable rental value for the property in its current condition. The parties' agreement was for \$750.00 per month.

Given these considerations, I set the bond at 2 years of interest on the judgment at 10.75% (\$6,235.00), plus and 2 years of rental payments at \$250.00 (\$6,000.00) for a total bond of

\$12,235.00. This amount serves to balance the interest between the parties during the appeal.

Based on the facts of this case, I find and conclude that S.C. Code Section 18-9-170 applies to defendant's appeal, and requires defendant to post a bond to stay the delivery of possession of real property pending appeal. I further find that granting a stay without the posting of bond would be inappropriate under the facts of this case.

I find and conclude that the appropriate bond in this matter is \$12,235.00. Bond shall be posted with the clerk of this court no later than July 22nd, 2026 at 5:00 p.m. Delivery of possession of the real property shall be postponed until such date to give defendant an opportunity to post the bond required herein.

Therefore, defendant's motion to stay the delivery of possession in this action is denied, unless defendant shall post the bond specified above, in which case delivery will be stayed pending a decision on defendant's appeal.

I have considered the Residential Landlord Tenant Act in the context of the facts presented by this case. I find that it does not apply as the property is no longer habitable following the second fire.

AND IT IS SO ORDERED THIS ____ day of July, 2026.

Michael M. Jordan
Master-in-Equity for Sumter County



Sumter Common Pleas

Case Caption: Robert Jones , plaintiff, et al VS Aaron Quinzy , defendant, et al

Case Number: 2025CP4301193

Type: Master/Order/Other

And It Is So Ordered

S/ Michael M. Jordan - 3085