

2026-001070

STATE OF SOUTH CAROLINA

DOCKET NUMBER
2026-CP-42-00934

COMMON PLEAS

COUNTY OF SPARTANBURG

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Jul 14 2026

SC Court of Appeals

SHANDA TATE,

Appellant

vs.

THE GROVE APARTMENTS,

Respondent

APRIL 24, 2026

APPEAL OF EVICTION ACTION

B E F O R E:

The Honorable Derham J. Cole, Jr., Presiding Judge.

C O U R T:

South Carolina Circuit Court 7

T R A N S C R I B E D B Y:

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A P P E A R A N C E S:

SHANDA TATE, In Propria Persona

Pro se Appellant

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P R O C E E D I N G S

(Whereupon, the following proceedings started at 0:43:03)

THE COURT: All right. If the parties appearing for this matter, Shanda Tate versus the Grove Apartments would state their appearances for the record.

MS. TATE: Yes. I'm Shanda Tate, the Appellant.

MS. FOWLER: Kasey Fowler, Your Honor, with Loeb sack & Brownlee, here on behalf of the Grove.

MS. ESTES: Erica Estes.

THE COURT: All right.

Good morning, everyone.

Ms. Tate, this is your appeal, so we will hear from you.

MS. TATE: Yes. I appealed this case because I was being evicted.

But it's like, our rent, it fluctuates. My base rate is \$1,174. And every month, it change. So you never know, you know, what your rent going to be. So you know, you cannot plan like that.

And so whenever I ask for a copy of my rent ledger, I seen where things on this rent ledger that I had repaired in the apartment and paid someone to fix it. And they still charged me for it, like they did it. At the time, they didn't have no maintenance man.

And then I see these additional fees with the rent -- I mean, the water, the trash, and (indiscernible). And you

(4)

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1 know, it just, you know, with the (indiscernible) fee and all
2 that. I didn't -- that's not -- that was not all -- you know,
3 my rent's supposed to be \$1,174.

4 And it came about that in December, I -- she used to work
5 with me on my -- you know, because you know, it fluctuates.
6 You never know how much it's going to be. So whenever I
7 complained about mold in my apartment -- in December -- that's
8 when things took a turn.

9 And in January, I paid the rent through 5th -- to, I
10 think, (indiscernible). And it went through. But she sent it
11 back to the bank. And then she charged the eviction fee on
12 the 13th of January. And ever since then, it just went, you
13 know, left, you know, ever since I complained about the mold.

14 And so whenever I did the appeal, and you know, I've been
15 paying my rent to the courts, she still been charging \$75 on
16 late fees and everything on here. And she blocked my phone
17 calls from calling the office, you know, having things
18 repaired.

19 And you know, I tried to take -- well, I took her the
20 mold results from the Biotech labs and stuff. And so when I
21 tried to take her the results from the doctor regarding us
22 staying there, she wouldn't take them. She talking about
23 ceased and desist and all kind of other stuff, because it had
24 got so bad to where News Channel 7 was going to take our
25 story. And I have it right here. Everything.

(5)

1 THE COURT: Okay.

2 MS. TATE: And I want to be reimbursed for all the fees
3 that she got on here, and be reimbursed for the 575 for the
4 mold test.

5 THE COURT: All right. Thank you, ma'am.

6 Let me hear from the respondent, Ms. Fowler.

7 MS. FOWLER: Excuse me. Thank you, Your Honor.

8 This is an appeal of an eviction action for non-payment
9 of rent when due or demanded. The tenant had failed to pay
10 the rent as required under the lease agreement for the
11 month -- I'm so sorry -- for the month of January and February
12 of 2026.

13 It is our position that -- I'm so sorry.

14 THE COURT: There's some water there, if you need it.

15 (Pause.)

16 MS. FOWLER: Thank you, Your Honor.

17 It is our position that rent was due and was unpaid for
18 January and February, and no proper legal steps were taken by
19 the tenant to withhold the rent at that time.

20 Pursuant to the written lease agreement between the
21 parties, the tenant does pay a monthly base rent of \$1174.

22 This lease term that began August 8th of 2025, and is now
23 set to expire September 7th of 2026. I would also direct the
24 Court to Page 1 of the lease agreement, Section 6, which
25 states in part, "We may, at our option, require at any time

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1 that you pay all rent and other sums in certified or cashier's
2 check, money order, or one monthly check."

3 So it's our position, Your Honor, that once the rent is
4 late, as it was in January, the online portal was then turned
5 off and certified funds was required at that time.

6 I would note for the Court that that NAA Lease Agreement
7 was signed by all parties. My client also maintains a written
8 ledger of payments by this tenant, which reflects that the
9 rent was unpaid for January and February, Your Honor.

10 And it also will show that the rent has consistently
11 remained the same since September of 2025. The only thing
12 that fluctuates, Your Honor, is the water and sewer charges.

13 I would also state for the Court that proper notice of
14 non-payment was sent out to the appellant on January 6th of
15 2026. And in addition to that notice, the statutory notice
16 was also in the signed NAA Lease agreement as well, on Page 1,
17 Section 6, which states, in part: "If you do not pay your
18 rent on time when required by this lease contract, this is
19 your notice. If you do not pay your rent within the five days
20 of the due date, we can start to have you evicted without
21 further notice."

22 And again, the rent was due on the 1st and late after the
23 5th.

24 And, Your Honor, I would also like to note for the Court
25 that my client did receive a work order on December 2nd of

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1 2025, describing a water mark over the bathtub in one of the
2 bathrooms. That issue was resolved and completed on December
3 8th of 2025.

4 Therefore, Your Honor, it's our position that the tenant
5 did not take the legal steps necessary in order to withhold
6 the rent. It remains our position that the magistrate court
7 did not make an error of law and that the appellant has not
8 provided a legal basis for this appeal today.

9 Therefore, we would respectfully request the appeal be
10 dismissed, the writ reissued, and applicable attorney fees, as
11 provided by South Carolina statute.

12 Thank you.

13 THE COURT: All right.

14 Ms. Tate, well, if you have any response, I'll hear from
15 you in a brief reply.

16 MS. TATE: Yes.

17 What she said about the water leak, she was denying
18 everything about the leaks and stuff. So I had to call
19 Spartanburg County Building Codes to make her -- you know, to
20 make her fix it. But then I decided to, you know, have Baltic
21 (phonetic) to come there, because, you know, my mama wanted to
22 come over for the holidays and she got cancer. So you know, I
23 wanted to, you know, make sure -- you know, get things -- you
24 know, as she can't be around it like that. So I decided to,
25 you know, get Baltic to come out there and do a test -- you

1 know, do the test.

2 And I did not withhold rent. Because when I filed for
3 the appeal, I paid \$1174 to the courts for February. And then
4 I turned around and paid 1174 for -- on March. So February
5 and March, you know, and the rest of them, but the only one
6 that she -- that they can say that I didn't pay -- which I
7 tried to pay right here and it was canceled.

8 And she -- like I said, that she have took payment from
9 me, you know, on November the 21st, and -- you know, and then
10 after the 5th. But when I, you know, complained about the
11 mold, that's when it became a problem, because I was
12 correcting her on things that she did not want to, you know,
13 take care of.

14 THE COURT: Okay.

15 All right. Thank you, ma'am.

16 I'll take into consideration everything that --
17 everything that you've told -- each party's told me in this
18 hearing. And I'll review the return and record from the
19 magistrate and issue an order, following this hearing. Okay.

20 MS. TATE: Wait. Can I let you see these? Like --

21 THE COURT: Ma'am, I'm just going to consider --

22 MS. TATE: Okay. Because I know --

23 THE COURT: -- the record (indiscernible) this Court.

24 MS. TATE: Because I know they haven't fixed the, you
25 know, the mold issue and stuff. And me and my son be sick.

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COURT TAKES MATTER UNDER CONSIDERATION

10

1 So my ear, nose, and throat doctor wrote a letter saying, you
2 know, our house is not habitable to be living in.

3 THE COURT: Okay. All right.

4 Well, I will note what you've -- what you said to the
5 Court about that. Thank you.

6 MS. TATE: Yeah.

7 THE COURT: Thank you.

8

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10

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(At 0:53:09, the hearing concluded.)

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14

END OF TRANSCRIPT.

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CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Spartanburg

I, BARBIE TEBOE, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings and evidence introduced in the trial of the captioned case, in the Court of Common Appeals for Spartanburg County, South Carolina, on the 24th day of April, 2026.

I further certify that I am neither of kin, counsel, nor interest to any party hereto.

June 25, 2026

Barbie K. Teboe

Barbie Teboe,
Transcriber



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Jul 14 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM Spartanburg COUNTY
Court of Common Pleas

Denham Cole Jr. Circuit Court Judge

Case No. 2026 - CP - 42 - 00934

Shanda Tate

Appellant Respondent,

v.

Masey Fowler

Appellant/Respondent.

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Date:

7-14-2026

s/

Shanda Tate

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