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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM SPARTANBURG COUNTY
The Honorable J. Derham Cole, Jr., Circuit Court Judge

Sylecia McIntyre,
Appellant,
v.

Westwood Townhomes,
Respondent.

Appellate Case No. 2025-002087

INITIAL BRIEF OF APPELLANT

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INTRODUCTION

This appeal concerns two related procedural failures. First, the circuit-court docket confirms that Appellant had filed multiple motions before the October 9, 2025 hearing, including motions to reduce bond, obtain an immediate hearing, order the transcript, and obtain declaratory and injunctive relief. On September 30, 2025, Appellant filed an amended motion for declaratory relief, amended and supplemental grounds for appeal, a supplemental affidavit supporting the amended motion for injunctive relief, and a brief supporting that motion. At the October 9 hearing, the clerk announced that four motions were before the court. The court nevertheless reduced the proceeding to a single question—whether Appellant had delivered the magistrate's disputed lump-sum bond directly to the magistrate—and dismissed the residential appeal. The October 10 order then treated the remaining motions as moot. Oct. 9 Tr. p. 12, lines 9–23; R. pp. 215 – 215.

Second, after the Court of Appeals stayed the ejectment and remanded under S.C. Code Ann. § 27-40-800(f)(1), the circuit court was directed to conduct an expedited hearing on the motion to stay and determine any appellate undertaking, including the amount of rent, if any, that would become periodically due. The remand did not direct the court merely to reconsider or repeat the magistrate's earlier bond. It placed the determination in the circuit judge's hands. Respondent's electronically filed November 14 memorandum itself described the remand as covering both the motion to stay and "the determination of any appeal bond," then urged the court to adopt $631 from the lease and to treat Appellant's bond payment as an acknowledgment of that amount. R. pp. 227 – 228.

Appellant filed a written Objection to Co-Counsel's Responsive Filing and Improper Lease Submission on November 17, 2025, expressly challenging the lease, the absence of a verified ledger, the inconsistent party identities, and the lack of competent evidence establishing

the balance. The filing bears a November 17, 2025 file stamp. R. pp. 229 – 231. Yet the certified transcripts state that no testimony was taken and no exhibits were marked at either hearing. The November transcript further shows that an undertaking had been prepared before Appellant's objections were resolved; when Appellant asked what supported the amount, the court answered that it relied on the lease figure. The resulting order was not the independent determination required by the remand and § 27-40-800(f)(1).

The same narrowing also prevented adjudication of the motion to stay and Appellant's pending requests for temporary and permanent injunctive relief against retaliation, harassment, unreasonable access, and continuing landlord noncompliance. Those matters were not legally irrelevant. The South Carolina Residential Landlord and Tenant Act expressly permits injunctive relief without bond for landlord noncompliance and abuse of access, permits retaliation as a defense to possession, and permits defenses and counterclaims that may reduce or eliminate the amount allegedly due. The orders should be reversed or vacated, and the matter remanded for a genuine evidentiary determination and rulings on the preserved stay and injunction requests.

STATEMENT OF ISSUES ON APPEAL

1. Whether the circuit court erred by dismissing Appellant's residential magistrate appeal under the general bond-and-dismissal theory advanced under S.C. Code Ann. § 27-37-130, rather than applying the specific residential undertaking procedure in S.C. Code Ann. § 27-40-800 and deciding the motions properly before it.

2. Whether the circuit court failed to comply with the Court of Appeals' limited remand and § 27-40-800(f)(1) when it adopted the disputed $631 lease figure instead of independently determining the amount of rent, if any, periodically payable after considering competent evidence.

hearing, and later amended filings seeking declaratory and injunctive relief. On September 30, 2025, Appellant filed an amended motion for declaratory relief, amended and supplemental grounds for appeal, a supplemental affidavit to the amended motion for injunctive relief, and a brief in support of amended injunctive relief. R. pp. 128 – 147.

The circuit court held a hearing on October 9, 2025. The clerk announced, "for this case, there are four motions." Oct. 9 Tr. p. 3, lines 3–5. The court identified an appeal request for an immediate hearing, a motion and order concerning the transcript, and a motion to reduce bond. Id. Appellant also expressly requested consideration of her corrected amended injunction for relief. Oct. 9 Tr. p. 4, lines 15–17.

The court declined to receive evidence and redirected the hearing to Respondent's contention that the appeal should be dismissed for failure to post the magistrate's bond. Oct. 9 Tr. p. 13 - 14, lines 25–5. Respondent argued § 27-37-130 required dismissal and that all associated motions would become moot. Id. The court then asked only whether Appellant had paid the bond directly to the magistrate. After Appellant stated she had not paid it in that specific manner, the court ended the hearing. The October 10 order dismissed the appeal and treated the remaining motions as moot. Oct. 9 Tr. p. 12, lines 19–24; R. p. 245.

Appellant appealed the dismissal. By order filed on or about October 13, 2025, the Court of Appeals granted temporary relief and remanded for an expedited hearing on the motion to stay and determination of any appellate undertaking under § 27-40-800(f)(1). R. pp. 185 – 186.

Respondent electronically filed a Memorandum on Motion to Stay and to Determine Amount of Bond on November 14, 2025, at 2:28 p.m. Respondent relied on the lease, argued that the undertaking should be $631, asserted that Appellant's affidavit of bond payment amounted to

an acknowledgment of that figure, and requested release of magistrate-held funds. R. pp. 227–228.

On November 17, 2025, Appellant filed an Objection to Co-Counsel's Responsive Filing and Improper Lease Submission, challenging the lease as disputed and late-submitted and objecting that Respondent had supplied no verified ledger, sworn account, or competent evidence establishing the actual balance. The objection was file-stamped November 17, 2025, at 2:23 p.m. R. pp. 229–231.

The circuit court held the remand hearing on November 17, 2025. The clerk announced that two motions were before the court. Nov. 17 Tr. p. 3, lines 3–5. The circuit court acknowledged that the Court of Appeals had remanded the case for an expedited hearing and determination under § 27-40-800(f)(1). Nov. 17 Tr. p. 4, lines 4–10.

No testimony was taken and no exhibits were marked. Nov. 17 Tr. p. 2. Appellant disputed the $631 figure and requested consideration of the Rural Development income calculation, the $150 utility allowance, the missing subsidy and accounting records, payments and tenders, statutory defenses, retaliation, harassment, maintenance failures, and the pending request for injunctive relief. The circuit court overruled or declined those matters and fixed the undertaking at $631 based on the lease figure. Nov. 17 Tr. p. 24, lines 3-7. Appellant repeatedly objected and expressly reserved her right to contest the amount. Id.

The circuit court entered an order implementing the $631 undertaking. R. p. 241. Appellant preserved the challenged issues through the pre-hearing motions reflected on the docket, the November 7 motion and memorandum seeking suppression of bond, the November 17 written objection to Respondent's lease submission, the Notice of Reversal and Motion to

Correct Record, and her repeated oral objections at the November 17 hearing. R. pp. 19 – 32; Nov. 17 Tr. p. 25, Lines 1-4.

STATEMENT OF FACTS RELEVANT TO THE ISSUES

Appellant entered into a residential lease on June 8, 2025, and obtained possession on June 10, 2025. Shortly after signing, she invoked the lease grievance procedure and requested correction and clarification of material matters, including a security-deposit discrepancy, the amount of her tenant contribution, the handling of the utility allowance and rental assistance, the manner in which payments would be credited, and Respondent's recordkeeping. R. pp. 136 – 142.

Appellant maintained that the Rural Development income calculation reflected an income-based tenant contribution of approximately $63, calculated from thirty percent of adjusted monthly income. She further maintained that the applicable utility allowance was $150 and that, if rental assistance and the utility allowance were correctly applied, the calculation produced no rent payable by her and a negative utility amount of approximately $86. R. pp. 33 – 34; Nov. 17 Tr. p. 22, lines 1–13.

Appellant did not admit that $631 was her legally operative net tenant payment. She acknowledged that the number appeared in Paragraph 4 of the disputed lease but repeatedly distinguished the printed lease figure from the amount payable after the income, rental-assistance, and utility-allowance calculations. Nov. 17 Tr. pp. 20–22.

Appellant requested records showing whether rental assistance was approved, denied, assigned, unavailable, or placed in a priority process. She requested the tenant-certification, rental-assistance, waiting-list or priority, utility-allowance, and complete ledger records. R. pp. 5 – 7. According to Appellant, Respondent did not provide a written approval or denial,

did not provide an adverse-action notice explaining the disposition, and did not produce records establishing Appellant's treatment under the mandatory rental-assistance priorities. R. pp. 169–184.

Appellant also asserted that she tendered performance directly to Respondent and later paid funds into the magistrate court. At the November hearing, Respondent's counsel acknowledged that funds had been paid into the magistrate court and asked that at least some of those funds be released to Respondent. Nov. 17 Tr. p. 9, lines 12–24. Appellant objected that Respondent had not provided a complete ledger or receipts accounting for the payments and tenders. Id.

Appellant's pending injunctive motions alleged continuing entries or inspection demands, inadequate notice, maintenance failures, sanitation conditions, a running toilet, a broken refrigerator, and adverse conduct occurring after she invoked her grievance rights and appealed. Oct. 9 Tr. p.5-6; pp 20–14; R. pp. 169 – 184. The circuit court stated that such matters were separate and not before it, despite the pending motions and the remedies expressly provided by the Residential Landlord and Tenant Act. Nov. 17 Tr. p. 11, lines 12-22.

STANDARD OF REVIEW

Statutory interpretation and the scope of a remand order present questions of law reviewed de novo. Town of Summerville v. City of North Charleston, 378 S.C. 107, 110, 662 S.E.2d 40, 41 (2008). When statutory language is plain, the court may not impose a different meaning. Hodges v. Rainey, 341 S.C. 79, 85, 533 S.E.2d 578, 581 (2000).

A trial court has no authority to exceed or disregard an appellate mandate and has a duty to follow the appellate court's directions. Prince v. Beaufort Memorial Hospital, 390 S.C. 489, 497–98, 702 S.E.2d 785, 789–90 (Ct. App. 2010); South Carolina Department of Social Services

v. Basnight, 346 S.C. 241, 250–51, 551 S.E.2d 274, 279 (Ct. App. 2001); Ackerman v. McMillan, 324 S.C. 440, 443, 477 S.E.2d 267, 268 (Ct. App. 1996).

A discretionary ruling is reversible when controlled by an error of law or unsupported by the evidence. Fairchild v. South Carolina Department of Transportation, 385 S.C. 344, 350, 683 S.E.2d 818, 821 (Ct. App. 2009). Refusing to exercise discretion because of an erroneous legal view is itself an abuse of discretion. State v. Smith, 276 S.C. 494, 498, 280 S.E.2d 200, 202 (1981).

Issues are generally preserved when raised to and ruled upon by the lower court. Wilder Corp. v. Wilke, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). Here, Appellant raised the disputed bond, lease, ledger, subsidy, payments, retaliation, access, and injunctive-relief issues in written motions and objections and again during the hearings. The circuit court ruled adversely by dismissing the appeal and treating the remaining October motions as moot, overruling Appellant's objections to the undertaking, and expressly stating that the payment, habitability, retaliation, and related matters were not before the court. Oct. 9 Tr. p.10p.13–24; Nov. 17 Tr. p.12; pp 12-22.

ARGUMENT

I. THE CIRCUIT COURT USED THE WRONG STATUTORY PROCEDURE AND DISMISSED THE RESIDENTIAL APPEAL WITHOUT ADJUDICATING THE PENDING MOTIONS.

At the October 9 hearing, Respondent argued the matter was controlled by S.C. Code Ann. § 27-37-130 and that Appellant's appeal had to be dismissed because the magistrate's lump-sum bond was not paid. Oct. 9 Tr. p. 13-14, lines 20–5. The circuit court accepted that narrowing and repeatedly asked only whether Appellant had posted the magistrate's bond directly with the magistrate. Id.

The more specific residential statute supplied a different procedure. Section 27-40-800 governs an undertaking and stay in an appeal from a residential ejectment judgment. Subsection (a) requires the circuit-court appeal to be heard as soon as feasible. Subsections (b) through (d) provide the residential undertaking and modification procedure for a magistrate appeal, and subsection (f)(1) separately provides the undertaking governing a further appeal to the Supreme Court or Court of Appeals. S.C. Code Ann. § 27-40-800.

Section 27-40-920 expressly provides that Chapter 37 is inapplicable to residential leases insofar as it is inconsistent with Chapter 40, including the parties' rights and remedies. Accordingly, Respondent could not use the general Chapter 37 dismissal theory to eliminate the specific residential undertaking procedure and the rights preserved under Chapter 40.

The prejudice was immediate. The clerk announced four motions, and the docket confirms that Appellant had pending motions addressing bond, declaratory relief, and injunctive relief. Yet the court did not determine the challenged amount or receive evidence. It instead accepted Respondent's premise that the entire case turned on a yes-or-no answer concerning payment of the magistrate's bond, dismissed the appeal, and treated the remaining motions as moot. Because the dismissal was legally erroneous, the derivative mootness disposition cannot stand.

> "The only thing really before the Court today is is the bond been paid, yes or no, and, if no, then the statute's clear that the appeal should be dismissed." Oct. 9 Tr. p. 13, lines 20–25.

The Court of Appeals' later remand under § 27-40-800(f)(1) confirms the importance of the residential undertaking procedure. The October dismissal should be reversed and the circuit-court appeal reinstated so the preserved issues can be adjudicated under the governing statute.

II. THE CIRCUIT COURT FAILED TO COMPLY WITH THE COURT OF APPEALS' REMAND AND SECTION 27-40-800(f)(1).

The Court of Appeals did not remand merely so the circuit court could reconsider or repeat the magistrate's earlier bond. The remand directed an expedited hearing on the stay and a determination of the appellate undertaking under § 27-40-800(f)(1). R. pp. 185–186. The circuit court acknowledged that limited assignment at the beginning of the November hearing. Nov. 17 Tr. p. 4, lines 4–10.

Subsection (f)(1) states that a tenant may stay execution by signing an undertaking to pay "the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered." S.C. Code Ann. § 27-40-800(f)(1). The word "determined" required the circuit judge to resolve the disputed periodic obligation. It did not authorize automatic adoption of the landlord's requested figure.

The distinction between subsection (d) and subsection (f)(1) is material. Subsection (d) concerns modification of an existing undertaking when a party disputes its amount or due date. The remand under subsection (f)(1), by contrast, placed the appellate determination in the circuit judge's hands. The November hearing was therefore not merely a reconsideration of an old amount; it was the determination ordered by the appellate court.

A trial court must follow the appellate mandate. Prince, 390 S.C. at 497–98, 702 S.E.2d at 789–90. Here, the circuit court did not conduct the analysis directed by the remand. It announced that an undertaking had already been prepared, asked what number appeared in the lease, and selected $631 after Appellant acknowledged only that the figure was pre-printed there. Nov. 17 Tr. p. 17, lines 1–23.

> THE COURT: "In Paragraph 4 of the ... lease says the ... monthly rent is $631.00. So, under the statute and the order of the Court of Appeals, that will be the amount of the undertaking." Nov. 17 Tr. p. 24, lines 3–7.

When Appellant asked what supported the decision, the court again stated that it relied on the monthly rent payment in the lease. Appellant immediately objected that the lease figure and underlying calculation were disputed. Nov. 17 Tr. p. 25, lines 1–9.

Respondent's November 14 memorandum identifies the source of the $631 figure. It urged the circuit court to use the rent "outlined in the rental agreement," asserted that the magistrate had treated the same number as fair-market value, and argued that Appellant's later bond payment constituted an acknowledgment of $631. R. pp. 226–228.

Appellant's November 17 written objection directly challenged that submission. She objected that the lease was disputed, that the filing used inconsistent party identities, and that Respondent had provided no verified ledger, affidavit of account, or competent evidence showing how rent was calculated or what balance was actually due. R. pp. 34–38. The court nevertheless selected the precise number urged in Respondent's challenged memorandum without admitting or reconciling the competing records.

The certified transcript states that no testimony was taken and no exhibits were marked. The court did not receive sworn evidence, compare the competing calculations, or make findings. Respondent's counsel's statement that the lease was the "best evidence" could not itself resolve the disputed federal-program calculation.

The error was not that the court considered the lease. The error was that it treated one challenged provision as conclusive without deciding what the figure represented, whether it was altered by the tenant certification and utility allowance, whether rental assistance applied, or whether prior payments and statutory credits affected the amount periodically due. That was adoption, not determination.

The $631 undertaking should be vacated and the matter remanded for the evidentiary determination required by § 27-40-800(f)(1).

III. THE CIRCUIT COURT IMPROPERLY DISPOSED OF THE NOTICED MOTIONS AS MOOT AND, ON REMAND, EXPRESSLY REFUSED TO ADJUDICATE THE SECOND ANNOUNCED MOTION.

At the beginning of the October 9 proceeding, the clerk announced that four motions were before the court. The docket confirms pending motions for reduction of bond, immediate hearing, transcript preparation, declaratory relief, and injunctive relief, including a September 30 supplemental affidavit and brief supporting the amended motion for injunctive relief. The court identified an immediate-hearing request, a motion and order concerning the transcript, and a motion to reduce bond, and Appellant expressly requested consideration of her corrected amended injunction for relief. Oct. 9 Tr. p. 4, lines 15–17; R. pp. 2 – 6.

The court refused to receive evidence, shifted to Respondent's dismissal request, and ended the hearing after Appellant answered that she had not paid the disputed bond directly to the magistrate. The October 10 order then dismissed the appeal and treated the other motions as moot. R. p. 245. That mootness disposition was entirely derivative of the dismissal. If the dismissal rested on the wrong statutory procedure, the blanket mootness ruling necessarily falls with it. Moreover, requests for prospective relief against ongoing entries, retaliation, and harassment were not factually extinguished merely because the court dismissed the magistrate appeal.

The problem continued on November 17. The clerk announced two motions, and Respondent's own memorandum was captioned "Memorandum on Motion to Stay and to Determine Amount of Bond." The Court of Appeals had remanded for an expedited hearing on the motion to stay and determination of any appeal bond. Yet the circuit court restricted the

proceeding to selection of the $631 amount. Appellant repeatedly invoked the stay, threshold issues, temporary restraining order, and injunction against retaliation, harassment, entries, and ongoing noncompliance. The court expressly stated that those were separate matters not before it. Nov. 17 Tr. p8. 1–25; R. pp. 23 – 26.

The remand itself required a hearing on the motion to stay as well as a determination of any undertaking. The court therefore had to decide the stay request under the governing residential statutes, not reduce the entire remand to the number printed in the lease. At minimum, it was required to distinguish the stay motion from the undertaking amount and expressly explain the disposition of the second motion announced by the clerk.

A refusal to exercise discretion based on an erroneous understanding of the court's authority is an abuse of discretion. State v. Smith, 276 S.C. at 498, 280 S.E.2d at 202. The express refusal also prejudiced appellate review because the circuit court made no findings under the statutory standards governing a stay, temporary relief, retaliation, harassment, or ongoing landlord noncompliance.

Appellant preserved this issue through the motions reflected on the circuit-court docket, including the August bond and transcript motions and the September 30 amended injunctive filings; the November 7 Motion to Suppress Bond and supporting memorandum; the November 17 Notice of Reversal and Motion to Correct Record; the November 17 Objection to Co-Counsel's Responsive Filing and Improper Lease Submission; and her repeated oral requests and objections. The October order treated the motions as moot, and the November court expressly declared the stay-related statutory matters outside the proceeding. R. pp. 1 – 34; Oct. 9 Tr. p. 10; 21–23; Nov. 17 Tr. p 11. 12–22.

IV. THE $631 UNDERTAKING WAS UNSUPPORTED BECAUSE THE COURT DID NOT DETERMINE APPELLANT'S ACTUAL SUBSIDIZED TENANT OBLIGATION.

The central dispute was not whether the characters "$631" appeared in the lease. The dispute was what amount, if any, Appellant was legally required to pay periodically after applying the Rural Development income calculation, rental-assistance rules, utility allowance, and accounting for payments and credits.

Under 7 C.F.R. § 3560.203(a), a tenant's contribution in an Agency-financed project is based on income as calculated on Agency tenant-certification forms and the availability of Agency or non-Agency rental subsidies. The contribution standards include thirty percent of adjusted monthly income, ten percent of gross monthly income, a qualifying shelter payment, or basic rent unless RHS rental assistance is provided. Rental subsidies exist to reduce what tenants pay and equal the difference between approved shelter costs and the tenant contribution. 7 C.F.R. §§ 3560.203(a), 3560.252(a).

Appellant's position, supported by the records she sought to present, was that thirty percent of her adjusted monthly income produced an income-based contribution of approximately $63. The applicable utility allowance was $150. If rental assistance was assigned as required by the applicable eligibility and priority rules, the utility allowance exceeded the tenant contribution and produced no rent payable to the landlord and a negative utility amount of approximately $86. R. pp. 36 – 37.

The federal regulations distinguish the net tenant contribution from basic rent, note rent, and approved shelter costs. A borrower's rental-assistance request is based on the difference between basic rent plus utility allowances and the net tenant contribution. 7 C.F.R. § 3560.256(b). When a tenant receiving rental assistance is directly billed for utilities and the

utility allowance exceeds the net tenant contribution, the borrower must pay the difference monthly to the tenant. 7 C.F.R. § 3560.256(d).

The court made no finding identifying what $631 represented. It did not determine whether $631 was the gross project amount, basic rent, note rent, shelter cost, or Appellant's net tenant contribution. It did not reconcile the $631 figure with the $63 income calculation or the $150 utility allowance. It did not determine whether rental assistance had been assigned, denied, unavailable, or improperly omitted.

Those missing records were material. Households are eligible for rental assistance when, among other requirements, they are low- or very-low-income and their net tenant contribution is below basic rent. 7 C.F.R. § 3560.254(c). Borrowers must assign available rental assistance according to mandatory priorities, beginning with eligible very-low-income existing tenants paying the highest percentage of adjusted income toward approved shelter costs. 7 C.F.R. § 3560.257(a), (c).

The regulations also require documentation relevant to selection and disposition. Occupancy applications must be recorded and their final disposition documented, and a complete applicant must be notified whether selected, waitlisted, or rejected. 7 C.F.R. § 3560.154(f). For servicing rental-assistance units, borrowers requesting assistance must have eligible tenants or applicants on a waiting list, and available assistance must be assigned according to the regulatory priorities. 7 C.F.R. §§ 3560.255(a)(3), 3560.257.

Appellant requested approval, denial, tenant-certification, priority, assignment, waiting-list, and ledger records. Respondent did not produce records resolving whether Appellant was approved, denied, placed in a priority process, or passed over for available assistance. Respondent also did not provide a written adverse-action disposition explaining a denial or

significant reduction of benefits and the right to respond and request a hearing, as contemplated by 7 C.F.R. § 3560.160(d)–(f).

The absence of those records did not make the landlord's higher number conclusive. It made the record insufficient to determine the amount. The circuit court's job under the remand was to resolve that insufficiency—not to presume the challenged lease figure correct.

Respondent's counsel offered no substantive answer to the subsidy issue. When the court requested a response, counsel answered, "Not really," characterized Appellant's position as a misreading, and returned to the lease. Nov. 17 Tr. p. 22, lines 11–16. That exchange confirms there was no evidentiary resolution of the federal-program dispute.

The appropriate remedy is to vacate the $631 undertaking and remand for consideration of the tenant-certification form, income verification, rental-assistance eligibility and assignment, utility allowance, program waiting-list and priority records, complete ledger, and the actual amount, if any, periodically payable by Appellant.

V. THE CIRCUIT COURT IMPROPERLY EXCLUDED STATUTORY DEFENSES, CREDITS, SETOFFS, AND REQUESTS FOR INJUNCTION AGAINST RETALIATION AND HARASSMENT.

The circuit court repeatedly stated that Appellant's habitability, retaliation, harassment, payment, and accounting matters were separate and not before it. Nov. 17 Tr. p 11; 12-22. That conclusion was too broad because the Residential Landlord and Tenant Act expressly makes several of those matters defenses and remedies in a possession action and permits injunctions without bond.

A. Noncompliance, credits, and counterclaims may affect the amount due.

Section 27-40-640(a) provides that, in an action for possession based on nonpayment or an action for rent while the tenant remains in possession, the tenant may rely on the rental

agreement and Chapter 40 to assert defenses and counterclaim for any amount recoverable under them. Thus, legally recoverable credits and counterclaims may reduce or eliminate the amount allegedly due.

Section 27-40-630 further permits a tenant, after the required notice and landlord inaction, to procure reasonable amounts of required essential services and deduct their actual and reasonable cost from rent. Appellant's brief does not claim an unlimited right to withhold rent for every repair. It asserts that the court could not exclude all statutory credits, counterclaims, and payments without determining whether they affected the amount periodically due.

Appellant also asserted direct tenders and funds deposited with the magistrate. Respondent's counsel acknowledged the magistrate-held funds and requested their release. Nov. 17 Tr. p. 15, lines 1–23. The court could not consider those funds for Respondent's benefit while refusing to consider whether they reduced the amount Appellant had already paid or would otherwise be required to pay.

B. The Act authorizes injunctive relief without bond for landlord noncompliance.

Section 27-40-610(b) authorizes a tenant to recover actual damages and obtain injunctive relief in magistrate or circuit court, without posting bond, for landlord noncompliance with the rental agreement or § 27-40-440. Appellant's pending motions alleged maintenance and sanitation failures and requested protection while the appeal remained pending. The court was required to adjudicate or expressly dispose of that request, not erase it merely because an appellate undertaking was also before the court.

C. The Act prohibits harassment through abuse of access and authorizes injunction without bond.

Section 27-40-530(c) provides that a landlord may not abuse the right of access or use it to harass the tenant and generally requires twenty-four hours' notice outside stated exceptions.

Section 27-40-780(b) allows a tenant to obtain injunctive relief without posting bond when a landlord knowingly makes an unlawful entry, repeatedly enters in an unreasonable manner, or makes repeated otherwise-lawful demands for entry that unreasonably harass the tenant.

Appellant's injunction allegations concerned entries and repeated inspections occurring after she challenged the rent and appealed. Oct. 9 Tr. p 8, 9. 22–2; R. pp. 3 – 4. Those allegations matched a remedy the legislature expressly authorized. At minimum, the circuit court was required to identify and apply the governing standard and issue a ruling.

D. Retaliation was a defense to possession, not an unrelated lawsuit.

Section 27-40-910 prohibits a landlord from bringing a possession action in retaliation after a tenant complains to the landlord of a violation of Chapter 40 or makes a qualifying code complaint. The statute permits retaliation to be asserted as a defense to possession. Appellant alleged that adverse inspections, access demands, and the possession action followed her complaints regarding the security deposit, rent and subsidy calculation, accounting, maintenance, sanitation, and grievance rights. R. pp. 17 – 33.

The court did not decide whether the defense was proven. It refused to consider it at all. That refusal mattered because the defense could affect the right to possession, the availability of injunctive relief, and the equities governing a stay. The dismissal prevented appellate review of the merits, while the remand hearing treated the defense as categorically irrelevant to the undertaking.

E. The requested relief was prospective and could not be fully repaired later.

The temporary restraining order and injunction were intended to prevent continuing retaliation, harassment, entries, and deterioration of conditions during the appeal. A later ruling

on the underlying possession dispute could not fully remedy ongoing conduct or the loss of housing before review. The circuit court's failure to rule therefore caused independent prejudice.

This Court should reverse the derivative mootness disposition, direct the circuit court to adjudicate the motion to stay and the preserved requests for temporary and injunctive relief, and require consideration of statutory defenses, credits, counterclaims, and injunction standards enacted by the General Assembly.

CONCLUSION

Appellant respectfully requests that this Court:

1. reverse the order dismissing Appellant's circuit-court appeal and reinstate the appeal from the magistrate court;
2. vacate the order setting the appellate undertaking at $631 per month;
3. hold that the circuit court was required to follow the residential procedure in S.C. Code Ann. § 27-40-800 and the Court of Appeals' remand under subsection (f)(1);
4. remand for an evidentiary determination of the amount of rent, if any, periodically payable by Appellant after consideration of the Rural Development tenant certification, income calculation, rental-assistance eligibility and priority, utility allowance, waiting-list or assignment records, complete ledger, tenders, payments, credits, counterclaims, and applicable statutory setoffs;
5. **reverse the disposition treating the October motions as moot and direct the circuit court to adjudicate the motion to stay and the preserved temporary and injunctive relief requests announced or pending at the November 17 remand hearing;**

6. direct consideration of Appellant's preserved defenses and requests for injunction against retaliation, harassment, unreasonable access, and landlord noncompliance under S.C. Code Ann. §§ 27-40-530, 27-40-610, 27-40-640, 27-40-780, and 27-40-910;

7. maintain or restore appropriate stay protection pending the required determination and final disposition of the reinstated appeal; and

8. grant such other relief as this Court considers just and proper.

Respectfully submitted,

Mcintyre, Sylecia T.

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CERTIFICATE OF SERVICE

I certify that on 7-28-2026, I served a true and correct copy of the foregoing Initial Brief of Appellant upon counsel for Respondent by mail at the following address: P.O Box 10529 Greenville, SC 29603

Ross B. Plyler, Esq.
Cassidy Coates Price, P.A.

Mcintyre, Sylecia T.

Sylecia McIntyre
Appellant, Pro Se

RECORD ON APPEAL
Appellate Case No. 2025-002087

Sylecia McIntyre, Appellant
v.
Westwood Townhomes, Respondent

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STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS NONJURY
COUNTY OF SPARTANBURG)

SYLECIA McINTYRE, AGENT ON BEHALF OF PRINCIPAL SYLECIA McINTYRE,

PLAINTIFF,

VS.

WESTWOOD TOWNHOMES,

DEFENDANT.

TRANSCRIPT

OF

RECORD

2025-CP-42-4002

October 9th, 2025

B E F O R E:

THE HONORABLE J. DERHAM COLE, JR., Judge.

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

SYLECIA McINTYRE
Pro Se

ROSS B. PLYLER
ESQ.
Attorney for the Defendant

Transcribed by Pamela E. Green,
Circuit Court Reporter, from WebEx

I N D E X

(WHEREUPON, there were no exhibits marked or testimony taken during this hearing.)

PROCEEDINGS

THE CLERK: Case 2025-CP-42-04002, Sylecia McIntyre versus Westwood Townhomes, and, Your Honor, for this case, there are four motions.

THE COURT: All right. Thank you.

If the parties would please state their appearances for the record.

MS. McINTYRE: Your Honor, I'm McIntyre. I'm here appearing specially as agent for the appelant, (phonetic), Sylecia McIntyre, to assert equitable rights and preserve procedural standing under the South Carolina Landlord Residential Tenant Act.

MR. PLYLER: May it please the Court, Your Honor?

THE COURT: Yes, sir.

MR. PLYLER: Ross Plyer here from Cassidy Coates Price. I'm here on behalf of defendant.

THE COURT: All right. And these are all -- it appears we have a, a motion on appeal or an appeal request for immediate, immediate hearing, motion and order of transcript, motion to reduce bond.

Ms. McIntyre, these all appear to be your motions. So, we'll hear from you.

MS. McINTYRE: Yes, sir.

Today, under -- I filed this under 27-40-800(d), the

motion to reconsider an appeal bond, and it was filed -- even after it was filed, I had submitted into the court how I was still being subjected to being summoned into the court, which is why I believe that this Court has jurisdiction over this matter due to the original eviction being issued under 27-37, which is under ejectment without a lease, a residential lease, which was incorrect.

That was a error of law that was applied as well as -- let's see. Yes, sir. Yeah, it was under the wrong statute.

I did appeal timely. On August the 4th, I appealed timely. On August 22nd, the bond hearing -- the bond appeal, which it does state in South Carolina Code that once you do have a timely appeal, er, there can be reasons to, you know, have nominal to no bond. But just going forward, I ask that you take a look at my corrected amended injunction for relief.

I had submitted an injunction for relief in lieu of any bond considering the equities that were preserved already on the record as of July 22nd in Magistrate Court where there were several documentation of Westwood Townhomes not having proper standing to sue or to evict.

I had did a death research on that and they never -- the judge never ordered them to produce any certificate of authority nor has Ms. Norris produced any license which

shows that she's either licensed to be a licensed landlord. And after looking up Westwood Townhomes under the labor, licensing regulations, Westwood Townhomes doesn't qualify to be under anyone. They're not bonded under anyone as well.

Also -- let's see. Oh, there it is.

Okay. So, Your Honor, I had -- I did -- we are here today because the landlord had initiated this basically saying that I had went against statulatory (phonetic) violations by not paying my rent, which was incorrect. I did con -- I did tender payment timely by performance since the initiation of June.

At the beginning of June -- the lease was signed on June 8th. There was late delivery, late possession, as to which Magistrate Court was notified as well as the landlord was notified of incurred hotel fees and hotel costs that was due to the late possession. The lease was signed on the 8th. The property wasn't gained until the 10th.

I had gave notice to Westwood Townhomes after reading the lease. I had issued some documentation on June 13th, which was in alignment with Line 29 of the original lease that she gave me.

The lease supports a grievance procedure to appeal any lease provisions that, that you may not want to have

in the lease and that appeal is to be initiated within 10 days of any signing, whether that's amendments that the landlord calls you in to amend or whether it was just the original lease. It still falls under the grievance procedure.

Those amendments that I did send to Ms. Westwood were almost -- were also annotated with the fact that the amendments were original questions. But I did also note in those amendments that, if they were not to respond within a timely fashion, that those amendments would stand in lieu as true to replace what I wanted to amend and what I wanted to amend was, of course, the way that I would tender payment, that I would tender my obligation each month.

I have respectfully asked them for transparency when it has came to ledgers. Up until August 1st when we had our first appearance in Magistrate Court then did Westwood Townhomes, their counsel at the time, Ms. Norris, she then brought to the Court a non HAP ledger, which was a Non-Housing Assistant Payment ledger, which defeated the purpose considering that Ms. Norris had stated, which I did put a affidavit on the record, Ms. Norris had stated that I would be receiving a utility subsidy. Yet, the utility would not come to me directly as well as I would never see the utility be applied to any actual utilities.

Ms. Norris also stated that she would be in control of that utility subsidy allowance and that she would apply it to my rent rather than applying it to where it was designated to be applied. That was also in consideration when I sent the grievance redress for the lease.

The -- what prompted the grievance redress immediately was the fact that she recorded the wrong security deposit on the lease. I tendered to Ms. Norris a $250.00 security deposit as to which on the lease she only had put on the lease $200.00. And each time that I questioned her about it, she seemed to be very passive about it as if it was no big deal.

Also, she -- there was a verbal modification where she had told me at signing that -- she asked me -- she, she looked at me and she asked me, she said are you okay with knowing that we can come into your apartment at any time. She said, just to give you a heads-up, she said at any time we could come into your apartment, which I did document inside of that injunction because under 27-40-330 it says, under the South Carolina Landlords Tenant Act, that this is prohibited and they must give tenants a 24-hour notice.

And although that act is in place to protect tenants, that did not stop Ms. Norris or her agents from coming into my home unannounced, which was beginning at -- of

July. Around the 1st of July I had reported to Ms. Norris that there was a flood in toilet. This was also notated inside Magistrate Court's at circle (phonetic) July 22nd.

After that flood in toilet, there were a few days that passed as to which I was never notified. Someone just walked into my home. At the time it was daylight. They did at least knock. But they still proceeded into my home.

No 24-hour notice. No other type of notice, which I think is also contributed to Ms. Norris not being properly licensed considering she did make statements saying she did not have a proper system to have any type of maintenance done and I guess that is to which they came into my home unannounced.

Also, around certain court dates and court hearings, just like this week, since the first court hearing on August 1st in Magistrate Court, Ms. Norris, after I put her notice on August 5th, I posted on her door that there was an appeal in place to let her know that there was an appeal to give her notice.

After that notice, on August 8th, which was on a Friday, she issued a inspection notice that was backdated to August the 6th saying that she needed to do inspections in a week on August the 15th, which was brought up to

magistrate when I first applied for the injunctive release motion to stay.

She received all of my conditional acceptances in a timely fashion, which was actually three days prior to inspection by USPS mail, which I can produce into the record, as well as she provided notice before the inspection on August 15th.

The day of August 15th she came into my home. She didn't answer any of my conditional acceptances, which I had wrote her letters considering the fact she just evicted me, sued me in court. So, I sent her conditional acceptances wanting to understand the intent behind her inspection. I wanted to get a clear visual that it wasn't to make false evidence or misconstrue anything of that nature to use it against me as to which she never responded.

On August 18th, her counsel, who was represented as Talley, it said it was someone apart of Westwood de heck (phonetic). Her counsel reached out to me on August 18th and told me to stop contacting the landlord because it would be considered harassment. She said to stop contacting the landlord although I was contacting her because she was contacting me.

The landlord, when I -- she had sent out another -- when she did do the inspection, she put on a green card,

she said contact the office immediately. Once I contacted the office immediately, I was responded to by counsel with a defense telling me not to contact her at all.

But it makes matters worse because, ever since June, I have been reporting a running toilet upstairs, which I did tell you they did attempt to come and fix, but it has still yet been cured and the -- when I've tried to speak to Ms. Norris, when I've tried to submit these things to them, I just submitted the email to them about maybe two weeks ago after she just tried to initiate another inspection not even less than 30 days after the last inspection.

She wanted to do another inspection as to which she put another notice on my door asking me, if there's anything that needs to be repaired, tell it to me. I've been reporting the same things since June and I do have proof of my broken refrigerator and I've also reported the roof falling from the debris. But I have pictures if you would like to see them, if you would like to see them cause I didn't have a chance to put them into the record.

THE COURT: Well, no, ma'am. We're -- we won't -- we don't receive any evidence in the record. This is an appeal --

MS. McINTYRE: Oh, okay.

THE COURT: -- and the -- and Westwood's -- Westwood

is, is saying that your appeal should be dismissed because you haven't posted the appeal bond.

Is that correct?

MS. McINTYRE: Well, the appeal, the appeal bond -- I had motion to reconsider here in this court. Under 27-40-800(d), it said if I don't -- if I don't want to take the amount that is offered for the appeal bond that I could reconsider it. It's reconsidered because I've already objected to their ledger.

THE COURT: All right. Mr. Plyer.

MR. PLYLER: Yeah.

May it, may it please the Court, Your Honor?

I did file a short memo yesterday and I'll pass that to Ms. McIntyre.

Your Honor, this is a -- this is really a, a fairly simple matter that -- of a -- of a -- an ejectment matter that was filed by the landlord in July of this year.

On August 1st the magistrate found for the -- found for the landlord and issued a writ of ejectment and then, three days later, as Ms. McIntyre said, she did file a notice of appeal with this Court. August 22nd, the magistrate set the bond for the appeal at $1,081.00 and that was never paid.

As Ms. McIntyre said, there was motions to reconsider in the Magistrate's Court that was denied and a motion to

recuse -- for the judge -- magistrate judge to recuse himself or transfer the case. That was also denied.

She was given extra time to pay the bond. A bond still has not been -- has -- still has not been paid and, on August 29th, the magistrate judge issued an order that essentially just throws up his hands and says well, I -- let's just let the Circuit Court decide this case or decide what the is -- what the issues are.

So -- but, Your Honor, yeah, the, the landlord's position here is that this situation is clearly controlled by the statute, 27-37-130, that an appeal of an ejectment proceeding does not stay the ejectment unless the tenant pays a bond. All -- the statute also requires that the Magistrate's Court set that bond, which the magistrate's judge did do, and the statute, thirdly, is clear that if the -- if the tenant fails to pay the bond within five days of the notice of appeal, then the appeal should be dismissed.

So, we're asking that the -- that because the appeal bond was not paid by Ms. McIntyre, that this Court dismiss the appeal and these associated motions are -- all kind of fall along with the appeal. So, I believe those will be mooted if the appeal's dismissed. Uphold the writ of ejectment and let the landlord, let the landlord proceed.

But there -- there's a lot going on in this case and

a lot, a lot of, of, of, of things -- allegations Ms. McIntyre has made. I think the Magistrate's Court dealt with that. The only thing really before the Court today is is the bond been paid, yes or no, and, if no, then the statute's clear that the appeal should be dismissed.

THE COURT: All right. Thank you, sir.

I will -- I'll take everything under ad -- advisement and issue an order accordingly.

Thank you.

MS. McINTYRE: Can I say something?

THE COURT: Yes, ma'am.

MS. McINTYRE: Okay. Your Honor, I object to the fact that I haven't paid. I have paid. I've already performed the equivalent of bond through loss of tender each and every month very timely directed to the landlord as per the lease.

This is not under 27-37. This is under 27-40 where landlord residential tenant disagreements are only -- they are only settled by an agreement. These tenders---

THE COURT: Ma'am, the question is whether you have filed -- did you post your appeal bond or not?

The magistrate set an appeal bond.

MS. McINTYRE: Yes, sir, but I'm just still paying. I've been still paying the landlord directly.

THE COURT: My question is whether you have posted

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the appeal bond that the magistrate ordered you to post in order to stay your ejectment pending appeal.

MS. McINTYRE: I didn't pay it directly to the magistrate, no, sir.

THE COURT: Okay. Thank -- all right. Thank you.

* * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Spartanburg County, South Carolina, on the 9th day of October, 2025.

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

June 1st, 2026

PAMELA E. GREEN, Court Reporter

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STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS NONJURY
COUNTY OF SPARTANBURG)

SYLECIA McINTYRE, AGENT ON BEHALF OF PRINCIPAL SYLECIA McINTYRE,

PLAINTIFF,

VS.

WESTWOOD TOWNHOMES,

DEFENDANT.

TRANSCRIPT

OF

RECORD

2025-CP-42-4002

November 17th, 2025

B E F O R E:

THE HONORABLE J. DERHAM COLE, JR., Judge.

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

SYLECIA McINTYRE
Pro Se

ROSS B. PLYLER
ESQ.
Attorney for the Defendant

Transcribed by Pamela E. Green,
Circuit Court Reporter, from WebEx

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I N D E X

(WHEREUPON, there were no exhibits marked or testimony taken during this hearing.)

P R O C E E D I N G S

THE CLERK: 2025-CP-42-04002, Sylecia McIntyre versus Westwood Townhomes.

Your Honor, we have two motions for this case.

THE COURT: All right. Let me -- the, the parties would please state their names and appearances for the record please.

MS. McINTYRE: McIntyre appearing specially as agent for the principal today.

MR. PLYLER: May it please the Court, Your Honor.

Ross Plyler here from Cassidy Coates and Price here on behalf of defendant, Westwood Townhome.

THE COURT: All right. So, Ms. McIntyre, you're appearing as agent for yourself?

You're agent for your principal, Sylecia McIntyre?

MS. McINTYRE: Yes, sir.

THE COURT: All right. So one in the same person?

MS. McINTYRE: Well, I -- I'm under a power of attorney, yes.

THE COURT: All right. All right. So, this -- we are here -- we are here pursuant to the order of the Court of Appeals dated October 14th or filed October 13th, 2025. The underlying matter is a -- is an action for ejectment and eviction for which the Court -- this Court

heard an appeal and entered an order of dismissal on appeal for failure to pay the ordered appeal bond from the magistrate -- on appeal from the Magistrate's Court.

The Court -- the Court of Appeals granted a temporary motion to stay eviction and remanded this case to this Court for an expedited hearing on the motion to stay and determination of any appeal upon pursuant to S -- SC Code 27-40-800(f)(1). So that is the matter which we are hearing today and we'll hear, hear from the parties on that front.

Ms. McIntyre, we'll hear from you on the amount of the appeal bond.

MS. MCINTYRE: Yes, Your Honor.

Before anything proceeds today, I like to respectfully raise a threshold issue considering that the Court of Appeals remanded the order under the proper statute, which was 27-40. The motion for the TRO or the bond can not be reached until the threshold issue is properly adjudicated.

Considering the original July 22nd answer that was filed in response to the claim, I've sent several documentation to the parties as well as respectfully requesting a proper itemized ledger that was compliant with statulatory (phonetic) obligations as far as lodging the security deposit in a trust account that's compliant

with 27-44-10. There is an objection to a past ledger.

But I believe that this entire case -- I entered a notice of reversal and a motion to correct the record to properly establish jurisdiction as I requested in the original July 22nd filing for them to properly show proper authority to do business as to which they did not.

Since it was initiated and adjudicated under South Carolina Code 27-37, which governs commercial ejectment and not residential landlord tenant relations, I ask that error for the inception of the statute be corrected in that jurisdiction be first established. I did send to the other parties, as of recently, a notice to request that they provide an affidavit of the ledger and standing and they did not respond. They just reentered a, a lease on the record, which was irrelevant to the, to the defects for why we're here.

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

Mr. Plyler.

MR. PLYLER: Yes, Your Honor.

We're here for a very, very limited purpose I think for, for -- pursuant to the Court of Appeals order in order to, to rule on the motion to stay and also to determine the amount of a -- of, of a bond.

So, you know, if -- Ms. McIntyre has appealed Your Honor's order from a, a few weeks ago. In order -- and,

and, and in order to stay any further eviction, the statute is clear that she has to sign an undertaking, which is a document -- my, my understanding is it's a document where she promises to pay the landlord, Westwood Townhomes, every month on the month the amount of, of the rent in order to continue her appeal.

So, no undertaking has been filed. That's -- if, if Your Honor's going to stay the case, then that needs to be done and the amount of the bond -- our contention is that the amount of the, the -- or the amount of the rent is, is also to be determined by the Court and Westwood's contention here is that the amount of the -- the amount of the rent in the undertaking is the same as the amount of the rent in the lease and we have filed a, last week, filed a, a, a short memo with the lease attached. The lease sets the rent amount at $631.00 per month.

And so we would request that the Court -- if the Court does order the undertaking, which I think it has -- the Court has to if it's gonna stay the eviction, that the under -- the undertaking should set the amount of 630 -- $631.00 per month and that -- and, and stipulate that if that's not paid, you know, within the deadline or five days after, the, the stay can dissolve and that eviction can continue.

So, it -- this, this is -- we're in a strange

position here, Your Honor. This, this was -- this eviction was done because Ms. McIntyre failed to pay rent. She's appealed multiple times through multiple levels of Court, and if she wants to continue this appeal, she's gonna have to pay rent.

So, well, we're kind of -- I don't know why we're doing this but here we are under orders from the Court of Appeals to, to set this amount and order this undertaking and let her proceed if -- which I -- I assume is her right and we'll, we'll hear from the Court of Appeals on that.

But our position is that the writ -- the, the undertaking should reflect the current rent and not be lessened or, or changed in any way.

MS. McINTYRE: Your Honor, respectfully, I object to hearing any merits for any type of bond consideration considering the whole entire claim of which why we're in court is not verified. There is no verified ledger.

The only thing they could produce is a lease with interchangeable entity names of to which they have not produced any certificate of authority to do business. There are no consistent names.

We're in court under Westwood Townhomes. The lease was signed under Westwood Townhouses. The tax roll says New Westwood Apartments was it -- which is dissolved, and the adjudication of jurisdiction was not properly

established considering that the magistrate judge was interpreting South Carolina 27-37 rules, which doesn't properly establish adjudication for jurisdiction. And since the Court of Appeals has remanded this under the correct jurisdiction, I ask that no -- we don't enter any merits for the bond and that we still establish threshold procedure.

THE COURT: Well, the Court of -- the, the, the Court of Appeals has remanded this for limited jurisdiction to determine the amount of the bond you should -- the undertaking you shall pay in order to stay your ejectment and eviction under -- on a -- on appeal. So that is what we're here to, to do today to---

MS. McINTYRE: Your Honor, respectfully, I object because the claims that they're making were never verified.

THE COURT: Okay. Well, your objection's overruled.

So, we're gonna, we're gonna hear the -- we're gonna -- if you would -- we have prepared an undertaking for you to sign that complies with the Court of Appeals order.

Mr., Mr. Beach, if you would allow Mr. Plyer to review that and then Ms., Ms. McIntyre can, can sign it.

MS. McINTYRE: But would the bond be based off of unverified evidence from the merits?

THE COURT: It's gonna be based on the amount of rent you -- that you pay monthly.

MS. McINTYRE: But the rent was never verified. There's only a lease. I've already tendered multiple performance.

THE COURT: And what is the amount of your rent under the lease?

MS. McINTYRE: It was -- on the lease, it stated that it was suppose to been 631.

THE COURT: Okay. Well, that's the amount of the undertaking.

MR. PLYLER: Your -- Your Honor, while Ms. McIntyre's reviewing that, another int -- interesting aspect of this case is that, according to a -- an affidavit filed with the Court of Appeals, Ms. McIntyre, after Your Honor dismissed her appeal last -- at our last hearing, paid the bond to the magistrate -- paid that bond to the magistrate. At least that's what her -- the -- her affidavit says.

So, we'd ask that the Court allow the magistrate to pay the amount of, of some of the -- at least some of the amount of that bond to Westwood Townhomes because the statute requires the, the undertaking to, to include rent since the judgment.

So, according to her affidavit, she's paid into the

Magistrate's Court rent for I think July, August, September, October. So, according to the statute, that money really should be paid to Westwood if she's gonna continue at the Court of Appeals level.

MS. MCINTYRE: Your Honor, respectfully, I object.

There is no verify holding for the money. The company never submitted any verified ledger. They never separated -- by statulatory (phonetic) authority, they never separated the rents from the deposits. They never separated the deposit from their company books. They shouldn't be allowed to have any of that bond money because they haven't even verified standing to sue.

THE COURT: All right. Have you signed the undertaking?

MS. MCINTYRE: Your Honor, respectfully, the adjudication of the undertaking was to take into plight the evidence. To enter the bond undertaking to resemble the same evidence for why we're here under dispute and the evidence is never verified.

I don't understand how a, a bond could already be generated before the case was even heard because tenders have already been performed, not only to the landlord directly, but to the magistrate itself.

We were supposed to be here to adjudicate the matter to decide how much bond was meant to be paid. But bond

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can not even be considered without the threshold being met. There hasn't been any verified claim. There's not even a verified party and the magistrate didn't adjudicate it because it was all under the wrong statute.

THE COURT: Yes, ma'am, and that's the -- that is, that is the -- that is the order that you have now appealed to the Court of Appeals that they will, they will dispense with in some form or fashion. But this -- the -- this, this undertaking secures the appeal bond and secures your, your payment of rent to the landlord pending the -- pending the order of the Court of Appeals.

MS. McINTYRE: I object to the amount that -- that's being considered considering that my, my side for defense hasn't been heard and considering that there is still habitat ability, upkeep situations as far as a broken refrigerator, things in the apartment that basically were retaliatory due to me expressing my rights.

THE COURT: And -- well, those, those would -- those are separate matters that are not before this Court today. The Court has limited jurisdiction to decide the appeal bond for the matter you have appealed to the Court of Appeals.

MS. McINTYRE: Yes, sir, I understand that.

But my docket, it also supports habitat ability failures, sanitation failures, which are supposed to be

adjudicated when we go to court for a bond hearing under this statute. It's not suppose to be adjudicated under appeals for merits.

How can a bond be considered if none of the evidence is verified?

I've already filed multiple documents stating habitat ability issues, retaliation issues, which South Carolina Residential Landlord Tenant Act supports that there should be no bond if I can prove harassment and retaliation, which has already been documented into the record, July 22nd notices and documents filed August 22nd with this Court.

THE COURT: The undertaking secures your performance under the, under the lease pending the, pending the dis -- disposition of the appeal to the Court of Appeals and that's the amount of monthly rent that's -- since judgment.

MS. MCINTYRE: Well, I object to the -- I -- respectfully, I object to the amount of undertaking because the undertaker should of been generated after my case and my defense was heard, not before.

To enter an undertaking that supports evidence that was not even verified, I, I don't -- I don't see why I would sign it because how is it generated before my, my case is even heard?

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The bond hearing was suppose to establish the equity and it was suppose to establish allens (phonetic) for why a bond would be paid.

THE COURT: Well, the, the applicable statute says the, the tenant will sign an undertaking, that she will pay to the landlord the amount of rent as determined by order of the judge of the Circuit Court as it becomes due periodically after judgment was entered.

That is a -- $631.00 a month according to the -- according to the, the landlord.

MS. McINTYRE: Okay. All right. Is there any consideration on the prior defaults because I've sent them multiple documentations?

I've tendered multiple tenders to them and they have a pattern of denying rent payments and I've even supported that with Exhibit A that I filed into the court today for the supplement for default judgment.

She hasn't been taking any of my payments. She doesn't have any receipts to show that she deposited any of the payments. So, I don't understand.

Why would I continue to double pay her?

That is unjust enrichment and not only did I---

THE COURT: Just---

MS. McINTYRE: ---give money to the magistrate and give performance to her, but you're sitting here asking

for performance. That's unjust enrichment. That's not equality. That's not equal.

THE COURT: Well, they've acknowledged that you've paid, paid in rent for the past four months.

MR. PLYLER: Yeah, I, I think she's paid the first months rent and that was it.

MS. McINTYRE: After that---

MR. PLYLER: And then, since that, she's paid money that -- on October 13th or 14th, she paid some back rent into the magistrate according to her affidavit that she's filed with the Court of Appeals. But what -- but Westwood -- but the landlord hasn't received any money from her since.

MS. McINTYRE: Your Honor, I object because they didn't receive money because they refused to deposit it into the proper account. I've asked them several times to show proof that they separated the deposits from the actual ledger for Westwood Townhomes.

South Carolina Statute 27-44-10 says deposits are supposed to be held separate, which they have refused to do. I've sent them multiple documentation for payment for setoff through agency for principal which they have refused to give to the bank and I don't understand why would that be my problem if I'm tendering performance in full faith?

They were holding my documentation hostage in their office instead of giving it to the bank. They never deposited it. They never gave me a receipt. So, they're saying that I didn't pay. But they're refusing to account for the payments that I made.

THE COURT: All right. Well, that, that issue is not before the Court today.

The issue for the Court is the amount of, of, of rent you must pay as an undertaking to preserve your rights to have your appeal, appeal pending before the Court of Appeals, which was your decision to appeal.

MS. McINTYRE: I would like for you to take judicial notice that I've already made several payments. Those payments have been documented in the transcripts for the July 22nd filing that was posted here as well as the August 22nd filing.

I've made multiple payments to them. I've also made payments to the Magistrate Court and I just don't -- it, it, it wouldn't make any sense to continue to keep paying them especially with the procedural -- they haven't showed any standing. They haven't showed any verified claims. No affidavits. None of the ledgers have names on them. None of them have bank names on them.

THE COURT: And, Ms. McIntyre, those were, those were matters before -- that were to be taken up before the

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Magistrate's Court. This, this, this matter came to this Court --.

MS. McINTYRE: I was saying this was for a bond hearing and the bond hearing issue reflect that I've already made payments that they've refused. South Carolina has a band negotiable interest---

THE COURT: Well, you have to continue to pay rent to live in the, the apartment and that -- and you continue paying the rent while your appeal's pending. That is the undertaking that is being before -- put before the Court.

The remainder of your issues were, were to be taken before the magistrate and you appealed that to the Circuit Court and that -- the, the -- this Court deny -- dismissed your appeal for failure to post the appeal bond, which -- the decision of which you've appealed to the Court of Appeals, which is we're here for the limited purpose of determining the undertaking, which is that you will continue to pay rent in the amount of $631.00 a month while your appeal is pending and the Court of Appeals has already -- has given you some further, further directives regarding how to maintain the viability of your appeal.

So, if you, if you don't want to sign the undertaking, that is -- that's up to you. The order of the Court, the order of the Court will reflect that and then the Court of Appeal (sic) would make a decision about

the status of your appeal accordingly.

MS. McINTYRE: Your Honor, respectfully, you said we were here to make a determination for a bond. These documents were already printed off---

THE COURT: I've determined what the bond is. It's $631.00 a month to be paid---

MS. McINTYRE: Did you---

THE COURT: ---in accordance with that undertaking.

MS. McINTYRE: ---do it ex parte outside of Court?

THE COURT: I, I just decided it right -- I've decided it right now.

MS. McINTYRE: And what was it based on?

What did you decide it on?

Obviously---

THE COURT: Based on the amount of rent that -- based on your monthly rent payment pursuant to your lease that you acknowledged.

MS. McINTYRE: But what about my receipts that I submitted into the record?

They don't have any receipts to show that they deposit any of my money and there's already another victim where they got evicted because they refused to accept his money.

THE COURT: Well, that is -- that's a matter for -- that's a matter for you to take up with the Court of

Appeals on appeal. This preserves your right to appeal and it -- your -- the undertaking that it -- the Court has put before you is that you will continue to pay $631.00 a month in rent when it is due in order to maintain your appeal.

MS. McINTYRE: Well, I object to the amount because there wasn't a determination made. You used evidence that wasn't verified to make---

THE COURT: You acknowledged that your monthly rent payment is $631.00 a month.

MS. McINTYRE: The evidence that you're saying, that's unverified.

THE COURT: Tenant covenants to pay landlord rent of $631.00 per month.

Is that not accurate?

MS. McINTYRE: No, Your Honor.

THE COURT: The monthly rent is not $631.00?

MS. McINTYRE: Your Honor, the lease that is not verified states that the rent is $631.00.

THE COURT: Well, what -- what amount do you -- what amount of rent do you pay a month?

MS. McINTYRE: Well, Your Honor, the rent has -- the rent has already been caught up. There shouldn't be anything for me to pay considering that South Carolina---

THE COURT: Going, going forward, what is your

monthly ob -- rent obligation?

MS. MCINTYRE: The assume rent obligation from a non-verified lease that has already been rebutted and I've submitted multiple documentations for verified documents considering mishandling of subsidies and misapplication of funds, misapplication of the handling on the base of the lease that hasn't been adjudicated, the unverified lease that is being used as evidence is stating that it's $631.00 without adjudicating the misapplication of the other funds---

THE COURT: Well, what -- what amount -- what I'm -- what, what is the amount of the check you've written them each month for your rent?

MS. MCINTYRE: I've asked them to properly set off the account.

THE COURT: That's not my question.

What is the amount of rent you've paid them per month?

MS. MCINTYRE: Unfortunately, Your Honor, I couldn't give you a correct amount because they never gave me a correct ledger. That's what I've been saying. I've been giving these -- I have been giving them---

THE COURT: When you entered into this lease, what did you, what did you think your rent was gon' be per month?

MS. McINTYRE: What did I think it would be?

(WHEREUPON, there was no audible response.)

MS. McINTYRE: I thought it would be what was on the face of the document.

THE COURT: $631.00?

MS. McINTYRE: Allegedly.

THE COURT: No, not allegedly.

Is it -- is that it or not?

MS. McINTYRE: The company set it by money order of force, which is a negotiable instrument which is not banned in South Carolina. I properly exercised access---

THE COURT: I'm just asking what is, what is your monthly rent?

MS. McINTYRE: On the -- a lease, allegedly, it's $631.00.

THE COURT: Well, if it's alleged, why do you -- why, why do you pay it?

MS. McINTYRE: Your Honor, because I brought up -- I brought up very serious points in Magistrate Court that were never properly adjudicated considering, when I went to the landlord and asked her before ever leasing the property, she stated that the rent was suppose to be $631.00.

She responded that she applied for a subsidy on my behalf as to which she would use to put across the rent

except, after receiving the $150.00, the rent was still $631.00. Before I ever gave her any of my personal identifying information, she stated that the rent on the face would be 631 except she's mishandling a utility subsidy. She receives certain money under my account and it still reset to what she said it was at the beginning, which looks like she never applied any rent.

On the lease itself, it says the rent is supposed to be $781.00. But she calculated it to where, even after she applied for the subsidy, she still told me I was still responsible for the full amount of the rent.

The rent technically, if applied correctly, it should of been $350.00, and if the subsidy misapplication was properly adjudicated, honestly, with my, with my situation and with me being low income, I brought up pivotal facts that the landlord, under the USDA and other -- what I looked up for their calculation sheets, she was suppose to owe me a monthly cash payment of $86.00 because I was under the poverty line.

But when I looked behind her and started seeking clarity for the application, I found fraud in the application and I found misapplication of funds. She's technic -- I'm technically not suppose to be paying any rent any month, and even though I qualified for a USDA subsidy, she's refused to show me the denial.

She's refused to show me the approval. She refused to show me any transparent ledgers after I requested it.

She's still attempting to charge me $631.00 even after I've spoken to USDA specialists after doing my calculations and seeing that my yearly income is only $2,500, which they use to process the application, no one could understand how I was below poverty level and she was still charging me $631.00, which I brought up in Magistrate's Court because she wasn't suppose to charge me any rent.

If she's followed the proper USDA rules, my rent would be zero dollars and she would be providing me $85.00 a month toward utilities.

THE COURT: All right. Mr. Plyler, is there any, any response to any of that on this subsidy issue?

MR. PLYLER: Not really, Your Honor.

I mean I, I think the -- I think it's a misread of the, of the lease. We've submitted the -- we've submitted the lease as an exhibit.

I don't know if she's contesting that it's her signature on the lease. But the rent's clearly laid out at $631.00.

These other issues, I, I be -- understand were dealt with by the magistrate. It's really not before the Court. You know, she's -- I guess the only other number that she

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has outlined today is either zero or, or $350.00 and I'm still not exactly sure where that, where that amount comes from.

The, the statute that we're dealing with is -- talks about that the Court needs to set the amount of the rent at the undertaking. It doesn't take into account, you know, the subsidies or what she thinks she's -- what she thinks she ought to pay. It's the amount of the rent.

The best evidence for that is the lease itself. The best evidence of that is what the magistrate has always -- already found that the fair market value of this, of this rent is $631.00. She's acknowledged that this $631.00 is in -- is, is, is the right amount because---

MS. MCINTYRE: Objection.

MR. PLYLER: ---that---

MS. MCINTYRE: I did not. It's alleged.

MR. PLYLER: That's what the amount that she's paid into the Magistrate's Court in attempts to pay her bond that was late.

So, I, I think that's our number. That's what the Court -- that -- there's some basis for that, for the Court to set that as the rent amount in the undertaking and, you know, we'd argue that that's, that's the amount -- that's what she has to promise to pay is the $631.00 if she wants to continue her appeal.

THE COURT: All right.

MS. McINTYRE: Your Honor?

THE COURT: In Paragraph 4 of the rent -- of the lease says the rent is six -- monthly rent is $631.00.

So, under the, under the statute and the order of the Court of Appeals, that will be the amount of the, the, the undertaking.

So, Ms. McIntyre, if you will sign that undertaking, the Court will enter an order of -- implementing the stay as contemplated by the Court of Appeals as well as the undertaking that was outlined in that order.

MS. McINTYRE: And what is -- well, I object to me spending $631.00 because, like I said, I still have habitat of duty issues and those a -- should, under South Carolina Code 740, those are suppose to be adjudicated before bond. Not only that I have habitat issues, but I've also double paid them and you're asking me to keep double paying them.

THE COURT: That is the amount of rent, rent reflected in the lease and that's the decision of the Court.

MS. McINTYRE: I object. I reserve my right to contest this bond amount.

THE COURT: Are you going to sign the undertaking as presented?

MS. McINTYRE: I would like to contest the -- I would like to observe contesting this amount because it wasn't based off anything. There wasn't a determination made on---

THE COURT: I---

MS. McINTYRE: ---any of the facts.

THE COURT: I made a determination based on the rent -- the, the lease presented to the Court that has a monthly rental payment of $631.00.

(Pause.)

THE COURT: All right. The undertaking -- Mr. Plyler, would you like to re -- would you like to review the undertaking?

MR. PLYLER: Yes, Your Honor.

May I approach?

THE COURT: Yes, sir.

MR. PLYLER: Your Honor, I, I don't think she -- I mean if that's not -- is she -- I guess she would have to take that up to the Court of Appeals if she's gonna dispute the amount. You know, whether she does that or not, I don't know. But I, I -- you know, I, I don't know whether she can sign it under protest or, you know, add commentary to the undertaking.

It is what it is, you know, and if she fails to abide by it, then our position is that the appeal -- that the,

that the, the stay on her ejectment expires.

So, you know, that's -- and, and I don't know when the Court of Appeals is -- I mean that rent is really -- November's already passed due. So, if she's gonna continue to contest the amount -- the next rent payment is December 1st.

So, I, I just don't know -- you know, I don't want to run into problems later on when we -- if, if she fails to pay in December, really in November now, but especially in December, that, that she brings up the argument that well, I've already, I've already, you know, asked the Court of Appeals to review that amount, you know, and we're gonna be back to square one.

So, I, I think -- I think it needs to be -- I would take the position that it needs to be clearly set, and if she wants to -- if she wants to argue later on but, to the Court of Appeals, that the, that the amount of the undertaking was incorrect, you know, she can do that. But that does not impact her immediate obligation to begin paying.

MS. McINTYRE: Your Honor, respectfully, I like to preserve on the record that the future appeal is not entirely based on bond. It's entirely based on statulatory (phonetic) procedure. I mean no type of -- the South Carolina Statute 27-40 is very made clear that,

in the midst of retaliation, in the midst of habitat ability, sanitation issues, you're suppose to be relieved with injunctive relief and relieved with nominal to no bond as to which today you decided not to discuss any of my habitat ability failures, any of my sanitation failures, any of my fiduciary failures, and you even failed to discuss procedure, which was a threshold element to even go into bond.

This is bigger than just denouncing the amount that you're contesting because we're contesting a, a bond amount that hasn't even been verified. There's been multiple defaults in private administration between me and Westwood Townhomes that somehow still is not being adjudicated.

Habitat ability repairs are supposed to be adjudicated in the midst of a bond hearing considering it's suppose to relieve me with injunctive relief for them to stop retaliating, for them to do their job, perform their statulatory (phonetic) duty. It's not about the bond because the bond is about the merits, which is unverified evidence, and you're relying on unverified evidence in order to enforce something where the determination was already unilateral because none of my documentation for any of my complaints has even been discussed or properly brought up to even be adjudicated.

THE COURT: All right. The Court will enter, enter an order regarding the, the, the terms of the stay based on the undertaking Ms. McIntyre's -- has signed and then this matter will be -- and then this matter will be stayed, or not stayed, but the matter will be heard by the Court of Appeals pursuant to its schedule and according to the terms of the October 13th order that was, that was entered and for -- pursuant to which we are here this afternoon.

So that will conclude this matter. The Court will enter, enter an order regarding this -- the stay and the undertaking.

Thank you.

MS. McINTYRE: Thank you.

* * *END OF REQUESTED TRANSCRIPT OF RECORD* * *

C E R T I F I C A T E

I, Pamela E. Green, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas Nonjury for Spartanburg County, South Carolina, on the 17th day of December, 2025.

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

June 6th, 2026

PAMELA E. GREEN, Court Reporter

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2025-CP-42-04002

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

COMMON PLEAS CASE NUMBER

2025cv4210301403

MAGISTRATE CIVIL CASE NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

EMERGENCY FILING

Mcintyre, Sylecia, t agent for Principal Sylecia Mcintyre
1855 e main st. ste14-219
Spartanburg, south carolina (29307)
803-662-8281
APPELLANT(S)

VS.

Westwood Town homes
925 wesley court
boiling springs, sc 29316
864-578-8672
RESPONDENT(S)

The plaintiff/defendant (circle one), mcintyre, Sylecia, t hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of Spartanburg.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 1 day of August, 2025.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

Appellant hereby files this Notice of Appeal to the Spartanburg County Court of Common Pleas from the judgment issued by the Magistrate Court on August 1, 2025. This appeal is based on errors in both fact and law. The Magistrate Court improperly treated the lease as immutable, disregarded contract performance and equity, and failed to consider billing discrepancies, HUD and USDA-subsidy misuse, and retaliatory motive, as openly admitted during trial. Appellant further reserves the right to supplement this appeal with amended grounds and exhibits.

Mcintyre, Sylecia T Agent
Appellant

Dated: August 1, 2025

CLERK OF COURT
SPARTANBURG COUNTY
ANN V. COX

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SCCA/720 (Amended 8/1/2011)

45

Clerk of Court
Court of Common Pleas
Spartanburg County Courthouse
180 Magnolia Street
Spartanburg, SC 29306

RE: Emergency Filing — Motion for Temporary Restraining Order and Preliminary Injunction

CASE NO.: _____

THIS IS AN EMERGENCY HEARING

To the Honorable Clerk:

Please accept the enclosed Motion for Temporary Restraining Order and Preliminary Injunction for immediate review and routing to the assigned judge. This matter concerns imminent and irreparable harm to person and property interests if not addressed without delay.

The applicant respectfully requests this matter be treated with urgency and brought before the court as an emergency proceeding pursuant to Rule 65 of the South Carolina Rules of Civil Procedure.

Enclosed you will find the following documents for filing:
1. Motion for Temporary Restraining Order
2. Motion for Preliminary Injunction
3. Declaration in Support
4. Certificate of Service

Please file stamp one copy and return if possible. If there are any deficiencies or further requirements, I may be reached by phone at the number above.

Respectfully submitted,

S McIntyre, Sylecia T/Agent

McIntyre, Sylecia t
t/agent on behalf of principal Sylecia McIntyre

1855 E Main St, Ste 14-219

Spartanburg South Carolina

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4/6

IN THE MAGISTRATE COURT OF SPARTANBURG COUNTY

STATE OF SOUTH CAROLINA

Case No: _____

WESTWOOD TOWNHOMES,

Plaintiff,

v.

MCINTYRE, SYLECIA

Defendant.

NOTICE OF APPEAL

PLEASE TAKE NOTICE that the Defendant, McIntyre, Sylecia, hereby appeals to the Court of Common Pleas for Spartanburg County from the final judgment entered by the Magistrate Court in the above-captioned matter.

This appeal is taken pursuant to Rule 18 of the South Carolina Rules of Magistrate Court and S.C. Code § 18-7-10, on the grounds that:

1. The Plaintiff failed to prove standing, as "Westwood Townhomes" is not a legally registered entity in South Carolina.

2. Defendant was not lawfully served with process according to the South Carolina Rules of Civil Procedure.

3. The ruling violates statutory protections concerning HUD-financed and USDA-

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SPARTANBURG COUNTY
CLERK OF COURT
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subsidized rental agreements.

4. The Plaintiff misrepresented material facts related to the lease and rent calculation.

5. The Court ignored substantial documentary evidence filed prior to trial.

6. The Plaintiff openly admitted in court that "it is not about rent" and that the intent was to remove Defendant without valid cause.

7. There was no lawful determination of damages or accounting for prepaid consideration.

8. Defendant was denied the right to a proper jury trial.

9. The Court failed to consider the Defendant's agency status and Power of Attorney filing on record.

10. The ruling imposes irreparable hardship on minor dependents without due consideration of circumstances.

This appeal is based on both errors in fact and law. During the hearing, the Respondent stated:

"It's not about rent no more. She didn't pay it, now we just want her gone."

This statement demonstrates retaliatory motive and a departure from any lawful claim of nonpayment. Appellant further asserts that billing discrepancies, denial of equitable offset, and improper lease handling were not adequately considered during proceedings.

Appellant reserves the right to submit amended grounds and supplemental materials in

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CLERK OF COURT
SPARTANBURG COUNTY
2025 AUG -4 AM 8:49
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accordance with court rules.

Respectfully submitted this 1st day of August, 2025.

McIntyre Sylecia, T, Agent

Sylecia McIntyre, Agent on behalf of Principal Sylecia McIntyre

1855 E Main Street, Ste 14-219

Spartanburg, South Carolina 29307

Phone: (864) 788-3274

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

49

IN THE MAGISTRATE COURT OF SPARTANBURG COUNTY
STATE OF SOUTH CAROLINA

McIntyre, Sylecia, Agent on behalf of Principal Sylecia McIntyre,
Plaintiff,

vs.

Westwood Townhomes,
Defendant.

NOTICE OF APPEAL

This appeal is taken pursuant to Rule 18 of the South Carolina Rules of Magistrate Court.

McIntyre, Sylecia, agent on behalf of principal Sylecia McIntyre, hereby gives notice that she appeals the judgment entered against her in the Magistrate Court under Case No. 2025CV4210301403.

Grounds for appeal include, but are not limited to:

1. Plaintiff admitted on record that the case was not about unpaid rent, but simply an attempt to remove Defendant from the property.
2. Improper service of process under South Carolina law.
3. Failure to acknowledge or process tender of payment, security interest, and equity instructions served upon Plaintiff prior to the court date.
4. Erroneous interpretation and application of contract law regarding lease amendments and payment application.

Filed this 1st day of August, 2025.

Respectfully submitted,

McIntyre, Sylecia, I Agent

McIntyre, Sylecia (agent), on behalf of principal Sylecia McIntyre
1855 E Main St, Ste 14-219
Spartanburg, SC 29307
Phone: 864-788-3274

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SPARTANBURG COUNTY
AMY V. COX

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IN THE COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Case No. _____

STATEMENT OF GROUNDS FOR APPEAL

Filed Pursuant to Rule 18, South Carolina Rules of Magistrate Court

McIntyre, Sylecia t/agent on behalf of Principal Sylecia McIntyre,

Appellant,

v.

Westwood Townhomes,

Respondent.

Appellant respectfully submits this Statement of Grounds for Appeal pursuant to Rule 18 of the South Carolina Rules of Magistrate Court. Appellant contends that the judgment rendered by the Magistrate Court should be reversed based on the following grounds:

1. The lower court erred in failing to recognize Appellant's lawful Tender of Payment and Performance, which included documented instruments, affidavits, and timely notices, establishing that Appellant did not default and was not in breach of any lease obligation.

2. The court overlooked the principles of contract performance under UCC Article 3 and failed to recognize the Appellant's lawful invocation of her secured interest and fiduciary designation.

3. The lower court did not properly consider or apply protections afforded to Appellant under 42 U.S.C. § 1981, which guarantees equal rights to make and enforce contracts,

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SPARTANBURG COUNTY, SC
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including the tender and fulfillment of financial obligations without discrimination or impairment.

4. Appellant's affidavits and exhibits presented lawful evidence that the amounts charged were inconsistent with the face of the lease and that improper fees were applied. The original lease listed $631/month, yet inconsistent ledgers were posted outside the lease agreement with unverified charges ($395, $450), including a $45 filing fee and $5 ejectment fee, raising due process concerns.

5. Appellant's written notices were confirmed as received (see green card and mailing record), and no responsive cure was issued within the stated period. Appellant thereby met the burden of good faith tender and cure, while Respondent failed to rebut, resulting in estoppel by acquiescence.

WHEREFORE, Appellant respectfully requests that the Court of Common Pleas reverse the judgment and recognize the performance, offset rights, and equity held under law.

Respectfully submitted,

Dated: August 1, 2025

McIntyre, Sylecia, T Agent

McIntyre, Sylecia t/agent on behalf of Principal Sylecia McIntyre
1855 E Main St Ste 14-219
Spartanburg, SC 29307
(864) 788-3274

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SPARTANBURG COUNTY
AMY W. COX

52

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

Case No.: _____

WESTWOOD TOWNHOMES,
Plaintiff,

v.

MCINTYRE, SYLECIA, t
Defendant/Appellant.

MOTION FOR DECLARATORY RELIEF

(Pursuant to S.C. Code Ann. § 15-53-10 et seq.)

NOW COMES Defendant, McIntyre, Sylecia, t appearing specially and not generally, as agent for principal Sylecia McIntyre, and respectfully moves this Honorable Court for Declaratory Relief pursuant to the South Carolina Declaratory Judgments Act, S.C. Code Ann. § 15-53-10 et seq., in order to affirm the legal effect of documented actions between the parties, clarify rights and obligations, and prevent further harm while appellate matters are pending. In support of this motion, Defendant shows as follows:

1. On or about August 8, 2025, Defendant tendered full rent payment for the subject unit prior to taking physical possession of the premises.

2. Possession was obtained on or about August 10, 2025, indicating that payment preceded occupancy.

3. On or about August 13, 2025, Defendant submitted certified correspondence to Plaintiff including lease amendments, fiduciary appointment, revocation of assumed agency, and performance terms. Certified green card return confirms delivery and receipt.

4. Plaintiff did not issue any written objection, rebuttal, or counteroffer to the certified documents, nor did Plaintiff reject or return the payment tendered by Defendant.

5. Plaintiff continued to collect rent and enforce contract terms without interruption, despite having been formally noticed of amended terms. Such conduct constitutes waiver of objection and acceptance by acquiescence.

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SPARTANBURG COUNTY

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6. A bona fide dispute exists over the validity and enforceability of the amended lease terms, and the lawful handling and application of public housing funds and tenant consideration. This includes unresolved questions regarding the Plaintiff's duty to properly apply utility offsets, housing subsidies, and income-based adjustments, and whether the Defendant's early tender and submitted documents created a performance-based agreement that was accepted but not lawfully administered.

7. Defendant further contends that the handling of the lease agreement, funds, and tenant documentation created a fiduciary obligation on the part of the Plaintiff to administer all credits, offsets, and underlying consideration in good faith. The Defendant's submitted instruments were treated as valid performance, yet no accounting or adjustment was offered in return. This raises serious questions regarding the Plaintiff's stewardship of funds and obligations arising from Defendant's tendered value.

WHEREFORE, Defendant respectfully prays that this Court issue a declaratory judgment as follows:

1. Declared that the June 13, 2025, lease amendment and notices submitted by the Defendant constitute valid contractual terms accepted by the Plaintiff.

2. Declared that the Plaintiff is obligated to apply proper public housing subsidy offsets, including utility allowance, credits, and income-based caps.

3. Declared that the Plaintiff waived any objection by accepting continued payments and performance after receiving the amended terms for the month of June.

4. Declared that the Plaintiff is enjoined from taking any adverse action, including eviction or utility disruption, based on the terms previously amended and tendered.

5. Grant any further equitable relief this Court deems just and proper.

Respectfully submitted this 1st day of August, 2025.

/ Mcintyre, Sylecia, t / Agent

McIntyre, sylecia, t / Agent on behalf

Of principal Sylecia Mcintyre

1855 East Main St ste14-219

Spartanburg, South Carolina

864-788-3274

Case transfer: 2025cv4210301403

FILED
2025 AUG -4 AM 8:49
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

5h

IN THE COURT OF COMMON PLEAS

SPARTANBURG COUNTY, SOUTH CAROLINA

McIntyre, Sylecia, t/agent for Sylecia McIntyre,

Appellant,

v.

Westwood Townhomes,

Respondent.

Case No.: _____

MOTION TO STAY EXECUTION OF MAGISTRATE COURT JUDGMENT

NOW COMES Appellant, McIntyre, Sylecia, t appearing specially as agent for principal Sylecia McIntyre, and respectfully moves this Honorable Court for an Order staying the execution of the judgment entered in Spartanburg County Magistrate Court Case No. 2025CV4210301403, pursuant to Rule 62, SCRCP, and related authority.

1. The underlying Magistrate Court action was a residential eviction matter in which judgment was entered against Appellant on August 1, 2025.

2. Appellant has timely filed a Notice of Appeal and submits this Motion in good faith, seeking to preserve the status quo while higher court review is pending.

SPARTANBURG COUNTY
CLERK OF COURT
2025 AUG -4 AM 8:49
FILED

3. Appellant has grounds to challenge the validity of the judgment, including improper notice, contractual irregularities, and potential misapplication of public funds and tenant credits.

4. Without a stay, Appellant faces immediate and irreparable harm, including loss of housing and the displacement of school-aged dependents just before the academic year begins, causing long-term educational and emotional disruption.

WHEREFORE, Appellant respectfully requests this Court grant a Stay of Execution on the Magistrate Court judgment pending final resolution of the appeal.

Respectfully submitted,

this 1st day of August, 2025.

/s/ McIntyre, Sylecia

McIntyre, Sylecia, Agent for Principal

1855 E Main St, Suite 14-219

Spartanburg, SC 29307

(864) 788-3274

FILED
2025 AUG -4 AM 8:49
CLERK OF COURT
SPARTANBURG COUNTY
ANDY W. COX

50

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

McIntyre, Sylecia, t/agent for Sylecia
McIntyre,
Appellant,

v.

Westwood Townhomes
Respondent.

Case No.: _____

MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

NOW COMES the Appellant, McIntyre, Sylecia, appearing as agent for principal Sylecia McIntyre, and respectfully moves this Honorable Court to issue a Temporary Restraining Order (TRO) and Preliminary Injunction against the Respondent, Westwood Townhomes.

1. Appellant has timely filed an appeal of the Magistrate Court judgment and is actively seeking Declaratory Relief regarding disputed lease terms, contract performance, and public subsidy misappropriation.

2. On June 8, 2025, Appellant tendered full payment of rent under amended terms. On June 13, 2025, Respondent accepted amended lease conditions without objection and continued accepting rent under the modified agreement.

3. Respondent did not contest Appellant's contractual notices until July 2025, and has since taken retaliatory measures, including an eviction filing and threats of utility cutoff.

4. Appellant has minor dependents whose educational placement and stability are rooted in this community. School enrollment and financial investment have already been made for the 2025–2026 academic year. A displacement at this juncture would cause irreparable harm to the children's mental and academic wellbeing.

5. Respondent's conduct constitutes unjust enrichment and misappropriation of public funds, particularly where Rural Development housing subsidies and utility allowances are concerned.

SPARTANBURG COUNTY, SC
2025 JUN -4 AM 8:49
FILED

57

6. The requested TRO would prevent any further eviction actions or utility disconnections for a minimum of ten (10) days or until a hearing can be held on the merits. Appellant further requests that the TRO be renewable upon hearing if the underlying issues remain unresolved.

WHEREFORE, Appellant respectfully requests that the Court grant a Temporary Restraining Order and Preliminary Injunction to:

a. Enjoin Respondent from enforcing eviction or lockout actions pending resolution of the appeal.

b. Enjoin Respondent from disconnecting utilities or taking retaliatory steps; and

c. Set a hearing date within the statutory timeframe to determine whether further injunctive relief is warranted.

Appellant further indicates a willingness to engage in mediation or other alternative dispute resolution methods, should the Court deem it appropriate prior to a full hearing.

Respectfully submitted,
/s/ Sylecia McIntyre, Agent

McIntyre, Sylecia
t/agent for Sylecia McIntyre
1855 E Main Street Ste 14-219
Spartanburg, SC 29307
(864) 788-3274
Date: August 4, 2025

FILED
2025 AUG -4 AM 8:49
CLERK OF COURT
SPARTANBURG COUNTY
AMY V. COX

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

2025CV4210301403
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

DISPOSITION NOTICE

W.T

Westwood Townhomes ✓ Keisha Norris

PLAINTIFF(S) Plaintiff(s) Attorney

COPY

Vs ✓

Sylecia McIntyre & All Others Tenant
925 Wesley Ct
#028
Boiling Springs, SC 29316

8/1 @ 10:00

DEFENDANT(S) Defendant(s) Attorney

Date Filed: July 16, 2025
Civil Action Type: Rule to Vacate $45
Counterclaim Date:
Suit Amount:

Date Served: By:
Answered Date:
Counterclaim Served Date:
Counterclaim Amount:

✓ Find for Plaintiff
___ Case Settled
___ Action Dismissed
___ Order Of Dismissal
___ Voluntary non-suit with Prejudice
___ Voluntary non-suit w/o Prejudice
___ Other

___ Find for Defendant
___ Ended in Bankruptcy
___ Transfer to Other Court
___ Stipulation of Dismissal
___ Default Judgment
___ Summary Judgment for Plaintiff (Defendant failed to appear)
___ Summary Judgment for Defendant (Plaintiff failed to appear)

It is so ordered and adjudged: ___ See Attached Order ___ Statement of judgment by the court

Amount: $
Cost: $
Atty. Fees: $

Interest:
Other:
Total:

Dated at Spartanburg Magistrate Region #2, SC, this 1st day of August 2025.

Summary Court Judge

This judgment was entered on the ___ day of ___, ___ and a copy mailed first class this ___ day of ___ (Clerks Initials) ___

To attorneys or recorded parties when appearing pro se.

Remarks: Find for plaintiff Failure to pay rent. Writ of ejectment

CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX
2025 AUG -4 AM 8:14

Spartanburg Magistrate
Court Region #2
4224 Hwy 9
Boiling Springs, SC 29316

CERTIFIED COPY
DATE: 8/1/25

MV197

5C

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

Westwood Townhouses
PLAINTIFF(S)

VS.

Syteda McIntyre
DEFENDANT(S)

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

APPLICATION FOR EJECTMENT
(Eviction)

I, Keisha Norris DBA Westwood, plaintiff in this action, state that I am the landlord-lessor of premises within the jurisdiction of Spartanburg Magistrate which is described as: (address and description of premises -- apartment, house, etc.)
925 Wesley Ct. B.Springs, SC 29316

I further state that, with regard to the above-described premises, a landlord-tenant relationship exists between myself and the defendant, Syteda McIntyre, the tenant-lessee, as evidenced by the following: (Attach lease papers or other written proof.)
925 Wesley Ct. #D28 B.Springs, SC 29316

Grounds for this ejectment are one or more of the following:

[X] The tenant fails or refuses to pay the rent when due or when demanded in the amount of $ 450.00 ; or

[ ] The term of tenancy or occupancy has ended; or

[ ] The terms or conditions of the lease have been violated as follows:

Sworn to before me
this 16 day of July, 2025

Deloris Washington
Magistrate or Notary Public for South Carolina

My Commission expires March 28, 2033

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

Keisha Norris
PLAINTIFF (or his attorney/agent)

925 Wesley Ct.
Address

B.Springs, SC 29316
City/State/Zip

(864) 578-8872
Phone Number

SCCA/732 (Amended 11/2019)

60

STATE OF SOUTH CAROLINA,)
COUNTY OF SPARTANBURG)
Westwood Townhomes)
Plaintiff)
vs.)
Mcintyre, Sylecia,t agent for Sylecia Mcintyre)
Appellant / Defendant.)

IN THE COURT OF COMMON PLEAS

Seventh JUDICIAL CIRCUIT

MOTION AND AFFIDAVIT TO PROCEED IN FORMA PAUPERIS

FILE NO. 2025CP4204002

I, Mcintyre, Sylecia,t being duly sworn, state that I am the ~~Plaintiff~~ Appellant and that I do not have the funds available to pay the costs of filing and service in the present matter. I hereby request that the complaint be filed and service made without costs.

Sworn to and Subscribed before me this 1 day of August, 2025

Notary Public for South Carolina

My Commission expires 1-3-2034

Mcintyre, Sylecia,t agent
Signature of ~~Plaintiff~~ or Person Filing Complaint on Behalf of ~~Plaintiff~~ Appellant

ORDER

☑ Leave is *granted* to proceed in forma pauperis without payment of the filing fee.

☑ Leave is granted to proceed in forma pauperis without payment of the service cost.

☐ Leave is *denied* to proceed in forma pauperis.

FILED
2025 AUG 12 PM 4:47
CLERK OF COURT
SPARTANBURG COUNTY

Dated: August 11, 2025

JUDGE/CLERK OF COURT

Spartanburg, South Carolina

NOTICE TO PLAINTIFF: The Court may assess costs against either party at hearing.

SCCA 405CP (10/10)

61

STATE OF SOUTH CAROLINA)
COUNTY OF Spartanburg)

Mcintyre, Sylecia T
Apellant
vs.
Westwood TownHomes
Apellee

IN THE COURT OF COMMON PLEAS
7th JUDICIAL CIRCUIT

CASE NO.: 2025 -CP- 42 - 04002

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
Pro Se, Bar No. Pro Se	, Bar No
Address: 1855 East Main Street ste14-219	Address:
Phone: 864-788-3274 Fax none	Phone: Fax
E-mail: None Other: None	E-mail: Other:

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☒ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to order transcript of Proceedings August 22, 2025
Estimated Time Needed: 15 minutes Court Reporter Needed: ☑ YES / ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☐ Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

Mcintyre, Sylecia T, Appellant/ Pros se — August 22, 2025
Signature of Attorney for ☒ Appellant / ☐ Appellee — Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $
☒ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☒ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE
Date: , 20

CLERK'S VERIFICATION

Collected by:
Date Filed: 20

☐ MOTION FEE COLLECTED: $
☐ CONTESTED – AMOUNT DUE: $

SPARTANBURG COUNTY
CLERK OF COURT
2025 AUG 22 AM 9:47
FILED

SCCA 233 (11/2003)

62

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

Mcintyre, Sylecia T
Appellant

V
Westwood townhomes
Appelee
CASE NO.: 2025-CP-42-04002
(Appeal from Magistrate Case No.: 2025CV4210301403)

MOTION TO ORDER TRANSCRIPT

NOW COMES the Appellant, McIntyre, Sylecia ("Appellant"), appearing pro se, and respectfully moves this Honorable Court for an Order requiring that the official transcripts of proceedings in the related Magistrate Court action be prepared and filed with this Court.

GROUNDS:

1. Appellant has timely perfected appeal from the Magistrate Court ruling pursuant to South Carolina law.
2. The transcript of proceedings from August 1, 2025 (initial ruling and writ of eviction) and from August 22, 2025 (continuance/bond hearing) are necessary for this Court's review.
3. Without these transcripts, Appellant would be materially prejudiced in presenting this appeal.

RELIEF REQUESTED:

WHEREFORE, Appellant respectfully prays this Court:

1. Order that the transcripts of proceedings dated August 1, 2025, and August 22, 2025, be prepared and filed with this Court;
2. Direct the Clerk or appropriate reporter to provide copies to Appellant upon request; and
3. Grant such other relief as this Court deems just and proper.

Respectfully submitted,
Date: August 22, 2025

FILED
2025 AUG 22 AM 9:47
CLERK OF COURT
SPARTANBURG COUNTY
M. W. COX

McIntyre, Sylecia
Appellant, Pro Se
1855 E Main St Ste 14-219
Spartanburg, SC 29307
Tel: (864) 788-3274

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2025 AUG 22 AM 9:47
CLERK OF COURT
SPARTANBURG COUNTY

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SUPPLEMENTAL TRANSCRIPTS & LOWER COURT RECORD MATERIALS

The official transcripts and supporting documents referenced herein were previously transmitted and filed with the Court of Appeals on February 3, 2026.

(See the official transmittal letter, cover sheet, and proof of service filed under Case No. 2025-002087 on the appellate docket).

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG

Mcintyre, Sylecia T
Appellant
V
Westwood townhomes
Appelee

CASE NO.: 2025-CP-42-04002
(Appeal from Magistrate Case No.: 2025CV4210301403

NOTICE OF OBJECTIONS RESERVED

NOW COMES the Appellant and respectfully places on record this Notice that:

1. All objections made during the proceedings in Magistrate Court are expressly reserved and carried forward to this Court.

2. Appellant further reserves objection to any rulings, omissions, or irregularities in the proceedings below that resulted in prejudice, whether or not specifically objected to in open court, in order to prevent waiver of rights.

3. Appellant further objects to any ruling or action that disregards Appellant's tenders of performance, which remain unrebutted.

This Notice is filed to preserve the full record of objections for review on appeal and to prevent waiver of any rights arising from the proceedings below.

Respectfully submitted,

Date: August 22, 2025

Mcintyre, Sylecia t
Appellant, Pro Se

FILED
2025 AUG 22 AM 9:47
CLERK OF COURT
SPARTANBURG COUNTY
ANDY W. COX

66

1855 E Main St Ste 14-219
Spartanburg, SC 29307
Tel: (864) 788-3274

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2025 AUG 22 AM 9:47
CLERK OF COURT
SPARTANBURG COUNTY
XXX W. COX

67

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG

Mcintyre, Sylecia T
Appellant

V

Westwood townhomes
Appelee
CASE NO.: 2025-CP-42-04002
(Appeal from Magistrate Case No.: 2025CV4210301403

AFFIDAVIT OF NON-RESPONSE & TACIT ACQUIESCENCE

I, the undersigned Appellant, being duly sworn, depose and state as follows:

1. On June 14, 2025; June 26, 2025; July 1, 2025; and August 16, 2025, Appellant tendered performance and filed notices, affidavits, and related documents with the opposing party and/or the Court.

2. Said filings and tenders remain unrebutted to this date.

3. Under law, the failure of the opposing party to timely rebut constitutes tacit acquiescence and acceptance of the matters stated therein.

4. Appellant submits this Affidavit to preserve the record of unrebutted tenders and to object to any disregard of such tenders in favor of a cash-only requirement.

I affirm under penalty of perjury that the foregoing is true and correct.
Respectfully submitted,

Date: August 22, 2025

Mcintyre, Sylecia t/agent
Mcintyre, Sylecia t
Appellant, Pro Se

FILED
2025 AUG 22 AM 9:47
CLERK OF COURT
SPARTANBURG COUNTY
M. V. COX

1855 E Main St Ste 14-219
Spartanburg, SC 29307
Tel: (864) 788-3274

FILED
2025 AUG 22 AM 9:47
CLERK OF CC JRT
SPARTANBURG COUNTY
J. W. COX

STATE OF SOUTH CAROLINA)
)
COUNTY OF Spartanburg)

IN THE COURT OF COMMON PLEAS
7th JUDICIAL CIRCUIT

CASE NO.: 2025 -CP- 42 - 04002

Mcintyre, Sylecia T
Apellant
vs.
Westwood TownHomes
Apellee

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
Pro Se, Bar No. Pro Se	, Bar No
Address: 1855 East Main Street ste14-219	Address:
Phone: 864-788-3274 Fax none	Phone: Fax
E-mail: None Other: None	E-mail: Other:

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Emergency Motion To Review and Overrule Magistrate's Cash Bond C
Estimated Time Needed: 15 to 20 minutes Court Reporter Needed: ☒ YES/ ☐ NO

SECTION II: Motion/Order Type

☑ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Mcintyre, Sylecia T., Appellant/ Pros se — August 22, 2025
Signature of Attorney for ☒ Appellant/ ☐ Appellee — Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $
☒ EXEMPT: (check reason)
- ☐ Rule to Show Cause in Child or Spousal Support
- ☐ Domestic Abuse or Abuse and Neglect
- ☒ Indigent Status ☐ State Agency v. Indigent Party
- ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
- ☐ Motion for Stay in Bankruptcy
- ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
- ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
  Name of Court Reporter:
- ☐ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.
☐ Other:

JUDGE CODE
Date:

FILED
2025 AUG 22 PM 4:26
CLERK OF COURT
SPARTANBURG COUNTY
AMY V. COX

CLERK'S VERIFICATION

Collected by: Date Filed: 20

☐ MOTION FEE COLLECTED: $
☐ CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

70

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

Westwood Townhomes,

Appellee,

v.

McIntyre, Sylecia,

Appellant.

Case No.: 2025-CP-42-04002

EMERGENCY MOTION TO REDUCE BOND

COMES NOW the Appellant, appearing pro se and in forma pauperis, and respectfully moves this Court to review and reduce the bond set by the Magistrate Court on August 22, 2025, in the above-captioned matter.

GROUNDS

1. Indigent Status (In Forma Pauperis).

Appellant has been granted in forma pauperis status. The imposition of a cash-only bond in the amount of $1,081.00, payable within five (5) days, creates an insurmountable barrier that effectively denies Appellant meaningful access to appellate review.

FILED
2025 AUG 22 PM 4:26
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. BOYD

2. Prior Tenders of Performance.

Appellant has timely submitted multiple tenders of performance, filed and preserved on the record, which remain unrebutted. These tenders demonstrate ongoing compliance efforts and good faith intent to perform obligations under the lease.

3. Prejudice to Right of Appeal.

The requirement of a cash-only bond within such a limited timeframe renders the statutory right of appeal meaningless and inequitable, particularly where Appellant has no present ability to post cash security.

4. Equitable Relief Warranted.

South Carolina law recognizes that bonds should serve to secure the appellee's interest, not to deprive indigent appellants of appellate access. The equities of this case favor reduction or acceptance of alternative performance in order to preserve Appellant's rights while preventing undue prejudice to either party.

RELIEF REQUESTED

WHEREFORE, Appellant respectfully prays that this Court:

a. Review and set aside the Magistrate Court's cash-only bond order entered August 22, 2025;

b. Reduce the appeal bond to an amount consistent with Appellant's indigent status, or in the alternative, accept Appellant's documented tenders of performance as sufficient security;

c. Preserve Appellant's right to appellate review without forfeiture for inability to post cash bond;

d. Grant such other and further relief as this Court deems just and proper.

Respectfully submitted this 22nd day of August, 2025.

Mcintyre, Sylecia A. Agent

McIntyre, Sylecia
Appellant, pro se

FILED
2025 AUG 22 PM 4:26
CLERK OF COURT
SPARTANBURG COUNTY
ALLY W. COX

72

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

Westwood Townhomes,
Plaintiff / Appellee,

v.

McIntyre, Sylecia,
Defendant / Appellant.

Case No.: 2025-CP-42-04002

AFFIDAVIT OF INDIGENCY AND TENDER OF PERFORMANCE

I, McIntyre, Sylecia, being duly sworn, state as follows:

1. **Indigent Status.**

I am proceeding in forma pauperis as recognized by this Court. I have no ability to post a cash bond of $1,081.00 within five (5) days, as ordered by the Magistrate Court on August 22, 2025. My income and resources are limited to essential support for myself and my minor dependents.

2. **Tenders of Performance.**

Since June 2025, I have timely submitted multiple Tenders of Performance in good faith to the Plaintiff/Landlord, including but not limited to:

- June 13, 2025 Tender of Performance and Proof of Mailing;
- June 26, 2025 Tender of Performance and Proof of Mailing;
- July 1, 2025 Tender of Performance and Proof of Mailing;
- August 16, 2025 Tender of Performance and Proof of Mailing.

All of the above remain unrebutted and are preserved on the record. These documents demonstrate my ongoing effort to satisfy obligations under the lease through lawful performance.

3. **Prejudice if Bond Not Reduced.**

The Magistrate Court's cash-only bond order effectively deprives me of meaningful appellate review. Without reduction or recognition of my tenders, my statutory right to appeal will be lost solely because of indigency, not because of lack of performance.

AFFIRMATION

I affirm under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 22nd day of August, 2025.

Spartanburg, South Carolina

McIntyre, Sylecia

McIntyre, Sylecia
Appellant, pro se

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2025 AUG 22 PM 4:26
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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

Westwood Townhomes,
Appellee,

v.

McIntyre, Sylecia,
Appellant.

Case No.: 2025-CP-42-04002

EMERGENCY MOTION FOR STAY PENDING BOND REDUCTION

Appellant, appearing pro se, respectfully moves this Court for an **emergency** stay of the Magistrate Court's bond order dated August 22, 2025, requiring the posting of a $1,500 cash bond within five (5) days.

1. Appellant has filed an Emergency Motion to Reduce Bond with supporting Affidavit of Indigency and Tender of Performance, which remains pending before this Court.

2. Absent immediate relief, Appellant faces loss of appellate rights and risk of dispossession solely due to inability to pay cash, despite having lawfully tendered performance under the South Carolina Residential Landlord–Tenant Act (S.C. Code Ann. § 27-40-210 et seq.), which governs obligations, notice, and equitable performance between landlords and tenants.

3. Appellant's documented Tenders of Performance — filed on June 13, June 26, July 1, and August 16, 2025 — remain unrebutted on the record. These actions constitute lawful performance under state law and preserve Appellant's standing by offsetting alleged obligations.

4. Granting a stay will preserve the status quo and ensure Appellant's statutory and equitable rights are not extinguished solely by inability to post a cash bond, pending this Court's ruling on the Emergency Motion to Reduce Bond.

WHEREFORE, Appellant respectfully requests that this Court issue an Order:

Staying enforcement of the Magistrate Court's August 22, 2025 bond order; and

Directing that no writ of possession or further action be taken pending this Court's determination of Appellant's Emergency Motion to Reduce Bond.

Respectfully submitted this 22nd day of August, 2025.

McIntyre, Sylecia

McIntyre, Sylecia
Appellant, pro se

FILED
2025 AUG 22 PM 4:26
CLERK OF COURT
SPARTANBURG COUNTY
AMY S. COX

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

Westwood Townhomes,
Appellee,

v.

Case No.: 2025-CP-42-04002

McIntyre, Sylecia,
Appellant.

REQUEST FOR JUDICIAL NOTICE

COMES NOW the Appellant, appearing pro se, and pursuant to Rule 201, SCRE, respectfully requests that this Court take judicial notice of the following matters already part of the record and proceedings:

1. **Tenders of Performance** – Appellant has placed on the record written tenders of performance and accompanying affidavits as lawful consideration under the South Carolina Residential Landlord–Tenant Act, Title 27, which remain unrebutted.

2. **Affidavit of Indigency** – Appellant has filed a sworn affidavit demonstrating inability to pay cash-only bond, thereby invoking rights under indigent status and seeking protection from being deprived of appeal rights solely due to financial hardship.

3. **Objections Preserved on the Record** – On August 22, 2025, at the Magistrate bond hearing, Appellant timely objected to the imposition of a cash-only bond requirement, which was overruled. This objection is now preserved in the appeal record.

4. **Filed Exhibits** – The Clerk of Court has logged and time-stamped Appellant's exhibit packets (including Magistrate filings from July 22, 2025, and subsequent filings) as part of the appellate record.

Appellant requests that this Court take judicial notice of the above matters in adjudicating the pending emergency motion(s) and any relief requested concerning the appeal bond and underlying proceedings.

Respectfully submitted,
Dated: August 22, 2025

Mcintyre Sylecia T Agent

McIntyre, Sylecia T
Appellant, Pro Se
1855 East Main Street, Ste. 14-219
Spartanburg, South Carolina
(29307)

FILED
2025 AUG 22 PM 4:26
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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

Westwood Townhomes,

Appellee,

v.

McIntyre, Sylecia,

Appellant.

Case No.: 2025-CP-42-04002

NOTICE OF OBJECTION AND RESERVATION OF RIGHTS

Appellant, appearing pro se, hereby gives notice and explicitly reserves all rights as follows:

1. Appellant objects to any enforcement of a cash-only bond requirement that ignores or disregards Appellant's documented tenders of performance, which remain unrebutted on the record.

2. Appellant reserves the right to assert all protections afforded under the South Carolina Residential Landlord–Tenant Act (S.C. Code Ann. § 27-40-210 et seq.), including the recognition of lawful performance and the right to set-off.

3. Appellant asserts the right to due process, including fair judicial consideration of filings and tenders already entered into the record. Appellant maintains that any attempt to disregard such filings violates both statutory protections and constitutional guarantees.

4. Appellant expressly reserves the right to challenge bias or prejudgment. At the prior proceeding on August 22, 2025, the presiding magistrate dismissed other tenants' cases within minutes and denied Appellant's motions without meaningful review or judicial notice, creating the appearance of partiality.

5. Appellant stands on the record as filed, and objects to any action that would deprive Appellant of the ability to remain in compliance with South Carolina law by way of lawful tender and performance.

Respectfully submitted this 22nd day of August, 2025.

McIntyre, Sylecia

Appellant, pro se

FILED
2025 AUG 22 PM 4:26
CLERK OF COURT
SPARTANBURG COUNTY
M.W. COX

76

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

Westwood Townhomes,
Appellee,

v.
McIntyre, Sylecia,
Appellant.
Case No.: 2025-CP-42-04002

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the following documents:

Emergency Motion for Stay Pending Bond Reduction

[Proposed] Order Granting Emergency Stay Pending Bond Reduction

Upon the Appellee by depositing a copy in the United States Mail, first-class postage prepaid, properly addressed as follows:

Westwood Townhomes
Office Manager
Boiling Springs, South Carolina 29316
Dated this 22nd day of August, 2025

Respectfully submitted,

McIntyre, Sylecia
1855 East Main Street
Spartanburg, South Carolina 29307
Appellant, pro se

FILED
2025 AUG 22 PM 4:26
CLERK OF COURT
SPARTANBURG COUNTY
ANN W. COX

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
Re: Case No. 2025-CP-42-04002

Westwood Townhomes, Appellee

v.

McIntyre, Sylecia, Appellant

COVER LETTER OF CORRECTION

To the Clerk of Court:

Please accept this filing as a correction to the Emergency Motion for Stay Pending Bond Reduction previously submitted in the above-captioned matter.

In the first paragraph of the motion, the language mistakenly referenced a "$1,500 cash bond." This reference was a clerical and administrative error. The correct wording should simply state "cash bond.

This correction is submitted to ensure the record accurately reflects the relief requested, without suggesting a set bond amount that was never intended by Appellant.

Respectfully submitted,

Dated: August 26, 2025

McIntyre, Sylecia

McIntyre, Sylecia
Appellant, pro se
1855 E Main St, Ste 14-219
Spartanburg, SC 29307

FILED
2025 AUG 25 PM 4:40
CLERK OF COURT
SPARTANBURG COUNTY
[illegible] W. COX

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

Westwood Townhomes,
Appellee,
v.
McIntyre, Sylecia,
Appellant.
Case No.: 2025-CP-42-04002

EMERGENCY MOTION FOR STAY PENDING BOND REDUCTION

Appellant, appearing pro se, respectfully moves this Court for an **emergency** stay of the Magistrate Court's bond order dated August 22, 2025, requiring the posting of a cash bond within five (5) days.

1. Appellant has filed an Emergency Motion to Reduce Bond with supporting Affidavit of Indigency and Tender of Performance, which remains pending before this Court.

2. Absent immediate relief, Appellant faces loss of appellate rights and risk of dispossession solely due to inability to pay cash, despite having lawfully tendered performance under the South Carolina Residential Landlord–Tenant Act (S.C. Code Ann. § 27-40-210 et seq.), which governs obligations, notice, and equitable performance between landlords and tenants.

3. Appellant's documented Tenders of Performance — filed on June 13, June 26, July 1, and August 16, 2025 — remain unrebutted on the record. These actions constitute lawful performance under state law and preserve Appellant's standing by offsetting alleged obligations.

4. Granting a stay will preserve the status quo and ensure Appellant's statutory and equitable rights are not extinguished solely by inability to post a cash bond, pending this Court's ruling on the Emergency Motion to Reduce Bond.

WHEREFORE, Appellant respectfully requests that this Court issue an Order:

Staying enforcement of the Magistrate Court's August 22, 2025 bond order; and

Directing that no writ of possession or further action be taken pending this Court's determination of Appellant's Emergency Motion to Reduce Bond.

Respectfully submitted this 22nd day of August, 2025.

McIntyre, Sylecia /s/ agent
McIntyre, Sylecia
Appellant, pro se

FILED
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CLERK OF COURT
SPARTANBURG COUNTY
TIFFANY W. COX

79

STATE OF SOUTH CAROLINA)
COUNTY OF Spartanburg)

Mcintyre, Sylecia T
Apellant)

vs.)

Westwood TownHomes
Apellee)

IN THE COURT OF COMMON PLEAS
7th JUDICIAL CIRCUIT

CASE NO.: 2025 -CP- 42 - 04002

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
Pro Se, Bar No. Pro Se	, Bar No
Address: 1855 East Main Street ste14-219	Address:
Phone: 864-788-3274 Fax none	Phone: Fax
E-mail: None Other: None	E-mail: Other:

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Emergency Hearing for Stay Pending Bond Reduction
Estimated Time Needed: 15 to 20 minutes Court Reporter Needed: ☒ YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
☐ Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

Mcintyre, Sylecia Lloyd Appellant/ Pros se August 25, 2025
Signature of Attorney for ☒ Appellant/ ☐ Appellee Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $
☒ EXEMPT: (check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☒ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
☐ Other:

FILED
CLERK OF COURT
SPARTANBURG COUNTY
2025 AUG 25 PM 4:40

JUDGE'S SECTION	JUDGE CODE
☐ Motion Fee to be paid upon filing of the attached order.	Date: , 20
☐ Other:	

CLERK'S VERIFICATION

Collected by: Date Filed: , 20

☐ MOTION FEE COLLECTED: $
☐ CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

80

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

Case No.: 2025-CP-42-04002

Westwood Townhomes, Appellee,

v.

McIntyre, Sylecia, Appellant.

REQUEST FOR IMMEDIATE HEARING

In Respect to previously filed Emergency Motions for Bond Reduction and Stay Pending Bond Reduction

Appellant, appearing pro se, respectfully moves this Court to set an emergency hearing on the following filings already submitted in the above-captioned matter:

1. Emergency Motion to Reduce Bond
2. Affidavit of Indigency and Tender of Performance
3. Emergency Motion for Stay Pending Bond Reduction
4. Emergency Motion to Stay Bond Order
5. Request for Judicial Notice

These filings were tendered in good faith and directly impact Appellant's ability to exercise appellate rights and avoid dispossession while appeal is pending. Without a hearing, the relief requested cannot be meaningfully adjudicated, and Appellant will be prejudiced by the passage of time.

Appellant therefore respectfully requests that this Court promptly schedule an emergency hearing at the earliest available date to address the pending motions and relief requested.

WHEREFORE, Appellant prays this Court issue an Order setting an emergency hearing on the pending motions for bond reduction and stay, and grant such further relief as may be just and proper.

Respectfully submitted,
Dated: August 26, 2025
Mcintyre, Sylecia/Agent
McIntyre, Sylecia,
Appellant, pro se
1855 E Main St, Ste 14-219
Spartanburg, SC 29307

FILED
2025 AUG 25 PM 4:40
CLERK OF COURT
SPARTANBURG COUNTY
[illegible] COX

81

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

Case No.: 2025-CP-42-04002

Sylecia McIntyre, Appellant
v.
Westwood Townhomes, Appellee

NOTICE OF PERFECTED APPEAL AND STAY

Appellant, Sylecia McIntyre, hereby gives notice that:

1. On August 4, 2025, a timely Notice of Appeal was filed with the Spartanburg County Magistrate Court from the judgment entered on August 1, 2025 (eviction hearing).

2. On August 25, 2025, a second timely Notice of Appeal was filed from the subsequent Magistrate Court ruling of August 22, 2025 (bond hearing).

Both appeals were duly filed within the statutory period under S.C. Code Ann. § 18-7-20 and related provisions, thereby invoking the jurisdiction of this Court.

As a result, jurisdiction over this matter now lies exclusively with the Court of Common Pleas, and all further proceedings in Magistrate Court are stayed pending appellate review.

This Notice is submitted to perfect the appellate record and preserve Appellant's rights under South Carolina law and constitutional due process guarantees.

Respectfully,

Mcintyre, Sylecia T, Agent

Mcintyre Sylecia T, Appellant
1855 E. Main Street, Ste. 14-219
Spartanburg, SC 29307
(864) 788-3274
Date: August 25, 2025

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CLERK OF COURT
SPARTANBURG COUNTY
[illegible]

Attached hereto as Exhibit I under I-a and I-b are true and correct copies of filings and public records demonstrating timely Notices of Appeal entered on August 4, 2025, and August 25, 2025.
Appellant notes that Jurisdiction over this matter is Now perFected In the Court of Common Pleas, and all filings remain part of the Record; any assertion that they are "null & void" absent Bond is Contrary to S.C Code ANN §18-7-20 & due Process.

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
Case No.: 2025-CP-42-04002

McIntyre, Sylecia, Appellant

v.

Westwood Townhomes, Appellee

EMERGENCY NOTICE TO STAY ENFORCEMENT PENDING BOND REVIEW

Appellant hereby gives notice that Magistrate's Court Case No. 2025-CV-4210301403 has been timely appealed to this Court.

Please see attached Notice of Appeal filed with the Magistrate Court regarding rulings issued on August 1, 2025 (eviction hearing) and August 22, 2025 (bond hearing). These rulings form the basis of the present appeal and are now before this Court for review.

Pursuant to S.C. Code Ann. § 18-7-30 and related provisions, the filing of a Notice of Appeal divests the Magistrate's Court of jurisdiction to enforce its judgment. This includes the issuance or execution of any writ of ejectment or sheriff's removal while appeal is pending.

Appellant further notes that the Magistrate's bond ruling of August 22, 2025, remains under dispute, with motions for reduction and stay now properly before this Court. Until those matters are resolved, enforcement would prejudice Appellant's statutory and constitutional rights to due process and meaningful appellate review.

Therefore, Appellant respectfully requests this Court recognize the appeal, stay all enforcement actions, and set the matter for hearing on the pending bond issues.

FILED
2025 AUG 25 PM 4:40
CLERK OF COURT
SPARTANBURG COUNTY
[illegible] W. COX

Respectfully submitted,
Mcintyre Sylecia
/s/ Sylecia McIntyre
Appellant, Pro Se
1855 E. Main St., Ste. 14-219
Spartanburg, SC 29307
(864) 788-3274
Date: August 25, 2025

83

EXHIBIT I

Appeal Filings and Judicial Record

This Exhibit set contains documentation proving that Appellant timely perfected appeals from both Magistrate Court rulings:

Exhibit I-A – Time-stamped Notice of Appeal filed August 25, 2025, from the August 22, 2025 bond order.

Exhibit I-B – Screenshot from the South Carolina Judicial Public Index showing the August 4, 2025 Notice of Appeal entered for the August 1, 2025 judgment.

Together, these materials demonstrate Appellant's timely pursuit of appellate review under South Carolina law and confirm that jurisdiction properly rests with the Court of Common Pleas.

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2025 AUG 25 PM 4:40
CLERK OF COURT
SPARTANBURG COUNTY
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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE MAGISTRATE COURT

Case No. 2025-CP-42-04002
2025-CV-42-103-01403
McIntyre, Sylecia, Appellant

v.

Westwood Townhomes, Appellee

NOTICE OF APPEAL AND REQUEST FOR STAY

Appellant, Sylecia McIntyre, respectfully files this Notice of Appeal pursuant to Rule 18 of the South Carolina Rules of Magistrate's Court and hereby gives notice of appeal to the Court of Common Pleas for Spartanburg County.

1. Appellant appeals from the Magistrate Court judgment entered on August 1, 2025 in favor of Appellee, Westwood Townhomes.

2. Appellant further appeals from the Magistrate Court's subsequent bond order entered on August 22, 2025, which set a cash-only bond amount over Appellant's objections and without consideration of Appellant's tenders of performance and evidence of subsidy misapplication.

3. Appellant respectfully requests a stay of execution of said judgment and bond order pending appellate review, including review of Appellant's pending motions for bond reduction and modification before the Court of Common Pleas.

4. This Notice is timely filed within five (5) days as required by South Carolina law.

FILED
2025 AUG 25 PM 4:40
CLERK OF COURT
SPARTANBURG COUNTY
[illegible]

Respectfully submitted,
Sylecia McIntyre, Appellant
1855 e main st ste14-219
Spartanburg, sc 29307
Date: August 25, 2025

Spartanburg Magistrate
Court Region #2
4224 Hwy 9
Boiling Springs, SC 29316

received
8/25/25

85

plicindex.sccourts.org

Spartanburg County
Seventh Judicial Circuit
Public Index

Switch View

Westwood Townhouses VS Sylecia McIntyre & All Others

Case Number:	2025CV4210301403	Court Agency:	Spartanburg Magistrate Region #2	Filed Date:	07/16/2025
Case Type:	Civil	Case Sub Type:	Rule to Vacate $45	File Type:	
Status:	Appeal	Assigned Judge:	Skinner, Matthew C.		
Disposition:	Find for Plaintiff	Disposition Date:	08/01/2025	Disposition Judge:	Skinner, Matthew C.
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties | Judgments | Tax Map Information | Associated Cases | Actions | Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Westwood Townhouses	Motion/Other	Motion		08/22/2025-14:15		
McIntyre & All Others, Sylecia	Civil Court	Event		08/22/2025-11:00		
Westwood Townhouses	Motion/Other	Motion		08/21/2025-14:48		
McIntyre & All Others, Sylecia	Archived Court Summons	Filing		08/14/2025-00:00		
McIntyre & All Others, Sylecia	Appeal/Notice of Appeal	Filing		08/04/2025-13:06		
Westwood Townhouses	Writ of Ejectment with Document	Filing		08/01/2025-10:22		
Westwood Townhouses	Civil Court	Event		08/01/2025-10:00	08/01/2025-17:00	
Westwood Townhouses	Writ Document Printed	Filing		08/01/2025-00:00		
Westwood Townhouses	Archived Court Summons	Filing		07/17/2025-00:00	08/01/2025-00:00	
Westwood Townhouses	Archived RTV	Filing		07/17/2025-00:00	08/01/2025-00:00	
Westwood Townhouses	RTV $45.00	Action		07/16/2025-17:30	08/01/2025-17:30	

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SPARTANBURG COUNTY
AMY W. COX

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Exhibit I-B

IN THE MAGISTRATE COURT OF SPARTANBURG COUNTY
STATE OF SOUTH CAROLINA

McIntyre, Sylecia, Agent on behalf of Principal Sylecia McIntyre,
Plaintiff,

vs.

Westwood Townhomes,
Defendant.

NOTICE OF APPEAL

This appeal is taken pursuant to Rule 18 of the South Carolina Rules of Magistrate Court.

McIntyre, Sylecia, agent on behalf of principal Sylecia McIntyre, hereby gives notice that she appeals the judgment entered against her in the Magistrate Court under Case No. 2025CV4210301403.

Grounds for appeal include, but are not limited to:

1. Plaintiff admitted on record that the case was not about unpaid rent, but simply an attempt to remove Defendant from the property.
2. Improper service of process under South Carolina law.
3. Failure to acknowledge or process tender of payment, security interest, and equity instructions served upon Plaintiff prior to the court date.
4. Erroneous interpretation and application of contract law regarding lease amendments and payment application.

Filed this 1st day of August, 2025.

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2025 AUG 25 PM 4:40
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

Respectfully submitted,

Mcintyre, Sylecia Agent

McIntyre, Sylecia (agent), on behalf of principal Sylecia McIntyre

1855 E Main St, Ste 14-219

Spartanburg, SC 29307

Phone: 864-788-3274

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Exhibit I-B

IN THE MAGISTRATE COURT OF SPARTANBURG COUNTY

STATE OF SOUTH CAROLINA

Case No: 2025CV4210301403

WESTWOOD TOWNHOMES,

Plaintiff,

v.

MCINTYRE, SYLECIA

Defendant.

NOTICE OF APPEAL

PLEASE TAKE NOTICE that the Defendant, McIntyre, Sylecia, hereby appeals to the Court of Common Pleas for Spartanburg County from the final judgment entered by the Magistrate Court in the above-captioned matter.

This appeal is taken pursuant to Rule 18 of the South Carolina Rules of Magistrate Court and S.C. Code § 18-7-10, on the grounds that:

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

1. The Plaintiff failed to prove standing, as "Westwood Townhomes" is not a legally registered entity in South Carolina.

2. Defendant was not lawfully served with process according to the South Carolina Rules of Civil Procedure.

3. The ruling violates statutory protections concerning HUD-financed and USDA-

Exhibit I-B

subsidized rental agreements.

4. The Plaintiff misrepresented material facts related to the lease and rent calculation.

5. The Court ignored substantial documentary evidence filed prior to trial.

6. The Plaintiff openly admitted in court that "it is not about rent" and that the intent was to remove Defendant without valid cause.

7. There was no lawful determination of damages or accounting for prepaid consideration.

8. Defendant was denied the right to a proper jury trial.

9. The Court failed to consider the Defendant's agency status and Power of Attorney filing on record.

10. The ruling imposes irreparable hardship on minor dependents without due consideration of circumstances.

This appeal is based on both errors in fact and law. During the hearing, the Respondent stated:

"It's not about rent no more. She didn't pay it, now we just want her gone."

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

This statement demonstrates retaliatory motive and a departure from any lawful claim of nonpayment. Appellant further asserts that billing discrepancies, denial of equitable offset, and improper lease handling were not adequately considered during proceedings.

Appellant reserves the right to submit amended grounds and supplemental materials in

Exhibit I-B

accordance with court rules.

Respectfully submitted this 1st day of August, 2025.

McIntyre, Sylecia / Agent

Sylecia McIntyre, Agent on behalf of Principal Sylecia McIntyre

1855 E Main Street, Ste 14-219

Spartanburg, South Carolina 29307

Phone: (864) 788-3274

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2025 AUG 25 PM 4:40

CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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

Case No.: 2025-CP-42-04002

NOTICE OF SHERIFF BEING PLACED ON NOTICE OF APPEAL

To the Honorable Court:

Please take notice that, contemporaneous with the perfected appeal already docketed in this matter, the Spartanburg County Sheriff's Office has been served with a formal Notice of Appeal and Reservation of Rights, advising that all writs, dispossessions, or enforcement actions relating to Magistrate's Court Case No. 2025-CV-4210301403 are stayed pending appellate review.

This filing is submitted solely to preserve the appellate record before this Court and to ensure there is no ambiguity: the enforcing authority has been placed on notice, and jurisdiction properly lies with the Court of Common Pleas.

Respectfully submitted,
McIntyre, Sylecia t/ Agent
McIntyre, Sylecia t/ Appellant
1855 East Main Street Ste14-219
Spartanburg, south carolina
864-788-3274
Dated: August 26, 2025

1:29

Date: August 26, 2025

To: Clerk of Court
Court of Common Pleas
Spartanburg County Courthouse
Spartanburg, SC 29306

Re: Case No. 2025-CP-42-04002
McIntyre, Sylecia v. Westwood Townhomes

Submission of Notice and Supplemental Materials

Dear Clerk:

Please find enclosed the following materials for filing and placement in the above-captioned matter:

1. Notice to Enforce Appellate Jurisdiction – advising the Court of ongoing ultra vires actions by Magistrate Court.

2. Supplemental Memorandum on Bond Jurisdiction – with attached Exhibits 1A–3C (Magistrate summons and orders).

3. Supporting exhibits labeled and indexed for ease of review.

These filings are submitted to preserve appellate rights, to clarify the jurisdiction of this Court over all bond-related matters, and to notify the Court of potential prejudice arising from continued Magistrate intervention.

Please time-stamp the enclosed copy for my records.

Respectfully submitted,
Mcintyre, Sylecia, Appellant Pro Se
1855 east main st ste14-219
Spartanburg, south carolina
8864-788-3274

SPARTANBURG COUNTY
CLERK OF COURT
2025 AUG 26 PM 1:30

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

Case No.: 2025-CP-42-04002
McIntyre, Sylecia, Appellant
v.
Westwood Townhomes, Appellee

NOTICE TO ENFORCE APPELLATE JURISDICTION

Comes now the Appellant, appearing pro se, and respectfully gives notice to this Honorable Court as follows:

1. On August 4, 2025, and again on August 25, 2025, timely Notices of Appeal were filed to this Court from rulings entered in Magistrate's Court in Case No. 2025-CV-4210301403.

2. Despite the perfected appeal, the Magistrate Court has continued to act outside its jurisdiction by issuing additional rulings after the appeal was docketed in this Court. Specifically, on August 25, 2025, the Magistrate denied a motion that was filed to protect and preserve Appellant's appellate rights, and further issued an order concerning bond.

3. Such actions constitute judicial overreach, as jurisdiction properly rests with the Court of Common Pleas upon filing of appeal. Any further enforcement or rulings by the Magistrate Court risk prejudice to Appellant's statutory and constitutional rights.

WHEREFORE, Appellant respectfully requests that this Court:

Recognize its exclusive jurisdiction over this matter;

Enforce the stay of enforcement pending appeal; and

Disregard or set aside any further orders issued by the Magistrate Court following perfection of appeal.

Respectfully submitted this 26th day of August, 2025.

/s/ McIntyre, Sylecia
Appellant, Pro Se
1855 E. Main St., Ste. 14-219
Spartanburg, SC 29307
(864) 788-3274

SPARTANBURG COUNTY CLERK OF COURT
2025 AUG 26 PM 1:30

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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
Case No.: 2025-CP-42-04002

Appellant: McIntyre Sylecia
v.
Appellee: Westwood Townhomes

SUPPLEMENTAL MEMORANDUM IN SUPPORT OF APPELLATE JURISDICTION & EMERGENCY STAY

Comes now Appellant, McIntyre, Sylecia, appearing pro se, and respectfully submits this Supplemental Memorandum in further support of her perfected appeal and request for emergency stay of enforcement.

1. On August 4, 2025, Appellant timely filed a Notice of Appeal from the Magistrate Court's judgment of August 1, 2025. On August 25, 2025, Appellant again filed a Notice of Appeal from the Magistrate Court's bond hearing ruling of August 22, 2025. Both appeals were properly perfected to this Honorable Court.

2. Once perfected, jurisdiction over this matter rests exclusively with the Court of Common Pleas. Magistrate Court is divested of authority to continue adjudication, set bonds, or issue orders. See S.C. Code Ann. § 18-7-30 (appeal divests lower court of jurisdiction).

3. Despite this divestiture, Magistrate Judge Matthew C. Skinner has continued to act outside jurisdiction. Specifically, the following actions were taken:

A Magistrate Summons dated August 14, 2025, ordering Appellant to appear at a "bond hearing to set rent payments."

An Order dated August 22, 2025, purporting to set bond at $1,081.00 during appeal.

An Order dated August 25, 2025, denying Appellant's motion to reconsider bond, expressly noting "prejudice to appeal rights."

4. These documents are defective on their face, issued without jurisdiction, and prejudice Appellant's appellate rights. They improperly attempt to enforce rent or bond conditions during a pending appeal, contrary to law.

5. Appellant attaches the above-referenced documents as Exhibit 1 (Summons), Exhibit 2 (Order of August 22, 2025), and Exhibit 3 (Order of August 25, 2025).

6. Appellant emphasizes that denial of motions explicitly referencing appellate rights (see Exhibit 3) further demonstrates judicial overreach, as such denial cannot be reconciled with divested jurisdiction.

WHEREFORE, Appellant respectfully requests that this Court:

a. Enforce its exclusive appellate jurisdiction, recognizing that Magistrate Court has no further authority in this matter;
b. Issue an emergency stay against all enforcement actions, bond demands, or dispossession attempts pending appeal; and
c. Set this matter for review of the pending bond issues properly before this Court.

Respectfully submitted,
McIntyre, Sylecia t
McIntyre, Sylecia t
Appellant, Pro Se
1855 E. Main St., Ste. 14-219
Spartanburg, SC 29307
(864) 788-3274

Date: August 26, 2025

95

Case No.: 2025-CP-42-04002

EXHIBIT INDEX

The following exhibits are attached in support of Appellant's Supplemental Memorandum in Support of Appellate Jurisdiction & Emergency Stay:

Exhibit 1A – Magistrate Summons dated August 14, 2025, ordering a "bond hearing to set rent payments during appeal."

Exhibit 2B – Magistrate Order dated August 22, 2025, purporting to set bond at $1,081.00 during appeal.

Exhibit 3C – Magistrate Order dated August 25, 2025, denying Appellant's Motion to Reconsider Bond and expressly noting "prejudice to appeal rights."

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Exhibit 1a

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Sylecia McIntyre & All Others
925 Wesley Ct
#028
Boiling Springs, SC 29316

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

Spartanburg Magistrate Region #2
4224 Hwy 9
Boiling Springs, SC

on **August 22, 2025** at **11:00 AM** to serve as a party in a Bond Hearing to set Rent Payments during Appeal in the case of:

RE: Westwood Townhouses **Vs** **Sylecia McIntyre & All Others**

PLAINTIFF(S) **DEFENDANT(S)**

Civil Case Number: **2025CV4210301403, Rule to Vacate $45.**

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN SUCH CASE MADE AND PROVIDED.

JUDGE

CLERK OF COURT
SPARTANBURG COUNTY
MARY W. COX

2025 AUG 26 PM 1:30

FILED

Spartanburg Magistrate Region #2
4224 Hwy 9
Boiling Springs, SC 29316
Phone: (864) 274-6269
Fax: (864) 274-6275

August 14, 2025

97

Exhibit 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

SPARTANBURG MAGISTRATE

Westwood Townhouses,)
)
PLAINTIFF)
v.)
)
)
)
Sylecia McIntyre,)
DEFENDANT)
)

ORDER

(2025-CV-42-103-01403)

Persuant to the hearing held August 22, 2025, Setting Bond to Stay the ejectement dated August 1, 2025, bond was set at $1081.00 payable to the Region 2 Magistrate Court. Bond is to be posted by 5:00 PM August 27,2025.

Fair market value of rent was set at $631.00. Rent is to be paid to the Region 2 Magistrate Court. Rent is due the 1st of every month and will be considered late and unpaid after the 5th day of the month.

Failure to comply with this order will result in the termination of the appeal.

IT IS SO ORDERED

Spartanburg, S.C.
August 22, 2025

Matthew C. Skinner
Magistrate Judge

FILED
2025 AUG 26 PM 1:30
CLERK OF COURT
SPARTANBURG COUNTY
JEAN M. COX

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Exhibit 3c

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

SPARTANBURG MAGISTRATE

Westwood Townhouses,)
)
PLAINTIFF)
v.)
)
)
)
Sylecia McIntyre,)
DEFENDANT)
)

ORDER

(2025-CV-42-103-01403)

The appellant filed a motion to reconsider bond requirement on August 22, 2025. On the grounds of:

1. Objection preserved on the record.
2. Prejudice to appeal rights.
3. Request for Judicial Notice.
4. Equitable Considerations.

This motion is DENIED. The bond to stay the eviction remains in place at $1081.00 and is due by 5:00 PM on August 27, 2025.

IT IS SO ORDERED

Spartanburg, S.C.
August 25, 2025

Matthew C. Skinner
Magistrate Judge

FILED
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX
2025 AUG 26 PM 1:30

McIntyre, Sylecia T., Agent
1855 East Main Street, Ste. 14-219
Spartanburg, SC 29307
Phone: (864) 788-3274

FILED
2025 AUG 29 AM 11:42
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

Date: September 1, 2025

To:
Clerk of Court
Spartanburg County Court of Common Pleas
180 Magnolia Street
Spartanburg, SC 29306

Re: Appeal Record – Filing of Magistrate Order (August 27, 2025) and Writ of Ejectment (August 26, 2025)
Case No.: 2025CP4204002
McIntyre, Sylecia v. Westwood Town Homes

Dear Clerk of Court,

Please accept for filing in the above-referenced appeal the enclosed Magistrate Order dated August 27, 2025, and Writ of Ejectment dated August 26, 2025. These documents are transmitted to be incorporated into the appellate record as they directly relate to the ongoing proceedings and bond determinations now vested within the Court of Common Pleas.

Additionally, I submit herewith an Affidavit of Neutral Custody of Medical Information, to ensure that any request for sensitive records is handled under the Court's custody, rather than through improper magistrate directives issued after jurisdiction transferred.

These filings are submitted for the preservation of the appellate record, for proper judicial review, and to confirm that all actions taken subsequent to the Notice of Appeal are recognized as outside the magistrate's jurisdiction.

Respectfully submitted,
McIntyre, Sylecia T. Agent 8/29/2025
McIntyre, Sylecia T., Agent
Appellant on Record

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Enclosures:

1. Magistrate Order (August 27, 2025)
2. Writ of Ejectment (August 26, 2025)
3. Affidavit of Neutral Custody of Medical Information

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SPARTANBURG COUNTY
AMY W. COX

Exhibit 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

SPARTANBURG MAGISTRATE

Westwood Townhouses,
PLAINTIFF
v.

ORDER

(2025-CV-42-103-01403)

Sylecia McIntyre,
DEFENDANT

On August 22, 2025 defendant filed a motion to Recuse, Vacate, and Transfer on the basis of:

- Tender of Performance under South Carolina Law
- Bias and Impartiality

In response to this motion, a hearing was for August 27, 2025. On August 26, 2025 defendant filed a motion to continue the hearing due to a medical procedure accompanied by a sworn affidavit. The motion hearing was heard in the Defendant's absence.

The motion to Recuse, Vacate, and Transfer is DENIED as it is unfounded.

The deadline to post the Bond to Stay is postponed pending the defendant provides medical records proving the procedure scheduled August 27, 2025.

It is ordered the defendant produce said medical records by 12:00 PM Friday August 29, 2025.

It is further ordered that the timeframe of which to submit motions regarding the Bond to Stay the Ejectment has ended.

IT IS SO ORDERED

Spartanburg, S.C.
August 27, 2025

Matthew C. Skinner
Magistrate Judge

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2025 AUG 29 AM 11:42
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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Exhibit 2

NOTICE OF RETURN AND REJECTION OF OFFER

To:
Magistrate Court of Spartanburg County – Courtroom 2
4224 sc-9 hwy
Boiling springs, SC 29316

Date: August 27, 2025

RE: RETURN TO SENDER – REJECTION OF UNLAWFUL WRIT

Please take Notice:

1. The document styled as a Writ of Ejectment dated August 1, 2025, served on me August 26, 2025, is hereby returned and rejected in full.

2. Said writ is VOID on its face, as my appeal was perfected to the Court of Common Pleas on August 4, 2025, pursuant to S.C. Code § 27-40-800(D). Any enforcement actions are stayed while reconsideration of bond is pending in the appellate court.

3. All such papers constitute an unauthorized offer to contract, and are rejected and returned.

4. Any further attempts to enforce this void writ will be considered misrepresentation of judicial authority and tampering with appellate process.

I certify that this Notice is made in good faith to preserve the record and prevent administrative error.
Respectfully,

McIntyre, Sylecia

McIntyre, Sylecia
Appellant / Aggrieved Party

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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EXHIBIT 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

2025CV4210301
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Westwood Townhomes

PLAINTIFF(S)
Vs
Sylecia McIntyre & All Others
925 Wesley Ct
#028
Boiling Springs, SC 29316
DEFENDANT(S)

FILED
2025 AUG 29 AM 11:42
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

Upon Judgment of this Court, rendered on the 1st day of August, 2025, you are hereby Ordered to proceed to the premises located at 925 Wesley Ct
#028
Boiling Springs, SC 29316.

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have twenty four (24) hours to voluntarily vacate the premises. If the premises appear unoccupied and no one responds to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, a deputy sheriff may enter the premises using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway. All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

August 1, 2025

Spartanburg Magistrate Region #2

Philip S. Eagle, being duly sworn state that:

☒ I personally served a copy of this Writ on Sylecia McIntyre, an occupant of the rental unit 8-26-25 @ 4:32

☐ On 8-4- 2025, at 12:59 the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.

☐ On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.

☐ Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.

☐ The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.

☐ Informed by Plaintiff that case is settled.

Date: _____, 20____

Sheriff/Deputy Sheriff/Constable

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(2015)

Exhibit 3

IN THE COURT OF COMMON PLEAS
Seventh Judicial Circuit
Spartanburg County, South Carolina

Case No.: 2025CP4204002

McIntyre, Sylecia, Appellant
v.
Westwood Town Homes, Appellee

FILED
2025 AUG 29 AM 11:42
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

AFFIDAVIT OF NEUTRAL CUSTODY OF MEDICAL INFORMATION

I, McIntyre, Sylecia T., Agent on behalf of Sylecia McIntyre, Principal, being duly sworn, state as follows:

1. On or about August 26–27, 2025, the Magistrate Court issued orders and directives purporting to require the undersigned to provide medical documentation in connection with the above-captioned matter.

2. At the time such directives were issued, jurisdiction over this matter had already transferred to the Court of Common Pleas by virtue of the timely filed Notice of Appeal on August 14, 2025.

3. Any demand by the Magistrate Court for medical documentation after the appeal was perfected is outside its jurisdiction and constitutes an improper request.

4. In the interest of neutrality, privacy, and preservation of rights, I respectfully request and affirm that any medical documentation, if required, shall be submitted only into the custody of the Clerk of Court and maintained by the Court of Common Pleas.

5. No medical documentation shall be tendered directly to the Magistrate Court, opposing party, or its agents, absent a lawful directive from this Court.

6. This Affidavit is made to ensure that the appellate record is preserved free of improper or retaliatory demands, and that sensitive personal information is handled only under the supervision and neutrality of this Court.

Affirmation

Exhibit 3

I affirm under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct to the best of my knowledge and belief.

Date: September 1, 2025
Spartanburg, South Carolina
McIntyre, Sylecia T. Agent
McIntyre, Sylécia T., Agent
On behalf of Principal Sylecia McIntyre

FILED
2025 AUG 29 AM 11:42
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX