

STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
CASE NO: 2025-CP-42-04002

RECEIVED
Jul 28 2026
SC Court of Appeals

NOTICE OF DEFICIENT SUMMONS FILED FOR APPELLATE RECORD

Comes now McIntyre, Sylecia, agent on behalf of principal Sylecia McIntyre, and places this Notice into the appellate record. On September 4, 2025, a summons was served by Magistrate Court despite this matter being under appellate jurisdiction.

STATEMENT OF FACTS

1. On August 29, 2025, Magistrate Court issued an Order Vacating All Prior Orders and Writs, staying ejectment pending appellate review. This order formally closed the Magistrate's jurisdiction in this matter. (See Exhibit B).
2. On September 4, 2025, despite the above, a new Summons was posted on the Respondent's door, attempting to compel appearance for a duplicate bond hearing. No motion, affidavit, or emergency filing preceded this summons. (See Exhibit A).
3. On September 1, 2025, upon inquiry to the Court of Common Pleas, the undersigned was advised and confirmed that a Bond Reconsideration Hearing is already scheduled for October 9, 2025, at 10:00 AM in this Court, under the above case number. (See Exhibit C).
4. The summons served by Magistrate Court therefore creates conflict and appellate confusion, as the matter of bond is already pending in the higher tribunal with exclusive jurisdiction.

OBJECTION AND DEMAND

This Notice objects to the assumed authority of Magistrate Court and is filed into the appellate record. The September 4, 2025 summons was issued without any motion or affidavit, contrary to the requirements of Rule 60(b), SCRCP, and is therefore deficient and void ab initio. This filing preserves all rights without submitting to improper jurisdiction.

FILED

107

The only lawful proceeding regarding bond in this case is the hearing already scheduled for October 9, 2025 at 10:00 AM in the Court of Common Pleas.

RELIEF REQUESTED

That the Court of Common Pleas accept this filing into the appellate record, acknowledge the Magistrate's lack of jurisdiction to issue further summonses, and preserve the integrity of the appellate process.

EXHIBIT LIST

Exhibit A – Magistrate Summons posted September 4, 2025.

Exhibit B – Magistrate Order of August 29, 2025, vacating all prior orders and writs.

Exhibit C – Affidavit of Sworn Statement confirming Court of Common Pleas bond hearing set for October 9, 2025 at 10:00 AM.

Respectfully submitted,



McIntyre, Sylecia

Agent on behalf of Principal, Sylecia McIntyre

1855 E Main St, Ste 14-219

Spartanburg, SC 29307

864-788-3274

Dated: September 5, 2025

FILED
2025 SEP -5 PM 4:45
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

108

**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 required to appear personally in the

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

on September 8, 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

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

September 4, 2025

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

2025 SEP -5 PM 4:45

FILED

MV42

109

Exhibit B

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

SPARTANBURG MAGISTRATE

Westwood Townhouses,)

PLAINTIFF)

v.)

Sylecia McIntyre,)
DEFENDANT)

ORDER

(2025-CV-42-103-01403)

On August 29, 2025 defendant appeared at the Spartanburg Magistrate Court Region 2 at 12:00. Defendant presented information not previously known to the court of a Motion made to the Court of Common please seeking modification of the undertaking of the bond to stay the ejectment.

It is ORDERED that the ejectment is stayed pending the motion hearing to be set and heard by the Court of Common Pleas.

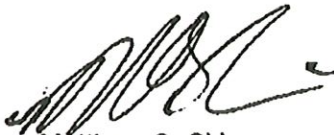
It is further ORDERED that all motion rulings by the Magistrate since the time of filing the motion of bond modification in the Court of Common pleas be reversed.

It is further ORDERED that all orders, excluding the current, issued by the Magistrate since the time of filing the motion of bond modification in the Court of Common please be reversed.

IT IS SO ORDERED

Spartanburg, S.C.

August 29, 2025


Matthew C. Skinner
Magistrate Judge

2025 SEP -5 PM 4:45
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

110

Exhibit C

**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG**

AFFIDAVIT OF SWORN STATEMENT

(Re: Confirmation of Court Date at the Court of Common Pleas)

I, McIntyre, Sylecia, being duly sworn, hereby state and affirm under penalty of perjury:

1. That I am the Respondent/Appellant in the matter styled Westwood Townhomes v. Sylecia McIntyre, Case No. 2025CV4210301403 (Magistrate Court).
2. That I am also the Appellant in the related appeal pending in the Court of Common Pleas, Spartanburg County, Case No. 2025-CP-42-04002.
3. That on September 1, 2025, I personally contacted the Clerk of Court for the Court of Common Pleas by telephone to confirm the status of my appeal and bond reconsideration request.
4. That during this telephone call, the Clerk of Court, after reviewing the docket under my appeal case number, advised me that a Bond Reconsideration Hearing has been set for October 9, 2025, at 10:00 a.m. before the Court of Common Pleas.
5. That this confirmation was received days prior to the issuance of a September 4, 2025 Magistrate summons, which attempted to compel my appearance at another bond hearing already under reconsideration at the higher court.
6. That this sworn statement is made to preserve the record and to demonstrate that the appellate court had already scheduled the bond reconsideration hearing before the Magistrate Court attempted to act further in the matter.

Executed this 5th day of September, 2025.

Signature: 
McIntyre, Sylecia
Agent for Principal Sylecia McIntyre

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
2025 SEP -5 PM 4:45

FILED

111

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

Seventh Judicial Circuit – Spartanburg County

Case No.: 2025-CP-42-04002

SUPPLEMENTAL NOTICE IN SUPPORT OF OBJECTION TO SUMMONS

I, McIntyre, Sylecia, Agent on behalf of Principal Sylecia McIntyre, respectfully submit this supplemental notice to ensure the appellate record reflects filings made in Magistrate Court and their connection to the present matter before this Court.

1. On September 5, 2025, I filed a Notice of Special Appearance and Notice of Deficient Summons in Magistrate Court, objecting to the September 4 summons which issued without any accompanying motion, affidavit, or authority.
2. Attached to this Supplemental Notice is my Affidavit dated September 6, 2025, clarifying that on September 2 and September 4, I confirmed with the Clerk of Court, Court of Common Pleas, that a bond reconsideration hearing is scheduled for October 9, 2025 at 9:30 AM, and that there are no other motions or remand orders pending in this matter.
3. This filing is made to preserve the record and confirm that jurisdiction remains vested in the Court of Common Pleas under S.C. Code Ann. § 27-40-800(D).

Respectfully submitted,

FILED
2025 SEP -8 AM 10:21
CLERK OF COURT
SPARTANBURG COUNTY
JAY W. COX

Dated: September 6, 2025

McIntyre, Sylecia / Agent
McIntyre, Sylecia

Agent on behalf of Principal Sylecia McIntyre
1855 E Main St, Ste 14-219
Spartanburg, SC 29307

FILED
2025 SEP -8 AM 10:41
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

AFFIDAVIT OF CORRECTION AND CONFIRMATION

I, McIntyre, Sylecia, Agent on behalf of Principal Sylecia McIntyre, being duly sworn, do hereby affirm and state as follows:

1. On prior affidavits I mistakenly referenced September 1, 2025 (Labor Day) as the date I confirmed with the Court of Common Pleas regarding my pending hearing.
2. This was a clerical error. The correct date should reflect September 2, 2025, the day following Labor Day, when I spoke directly with the Court of Common Pleas.
3. On September 2, 2025, I confirmed with the Court of Common Pleas that there was a pending bond reconsideration hearing, properly docketed and scheduled, connected to the appeal filed August 22, 2025. This hearing is scheduled OCTOBER 9, 2025 AT 9:30 AM.
4. On September 4, 2025, I again confirmed with the Court of Common Pleas that this bond reconsideration hearing remains pending, and that jurisdiction lies with that court.
5. On September 4, 2025, I specifically asked the Clerk of Court whether there were any other motions, orders, or affidavits on the case, including any remand orders from the appellate court. The Clerk confirmed there were none.

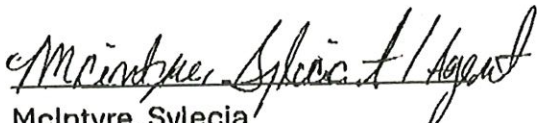
2025 SEP -8 AM 10:21
CLERK OF COURT
SPRINGFIELD COUNTY
JANUARY

FILED

6. This affidavit is executed to correct the record and to affirm that the pending appeal and bond reconsideration hearing are matters of record in the Court of Common Pleas, with no active remand orders, no additional motions, and no other orders docketed in the case.

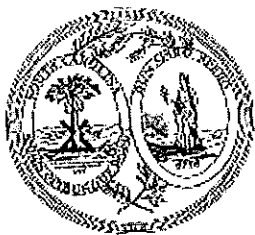
I swear and affirm under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed this 6th day of September, 2025.


McIntyre, Sylecia
Agent on behalf of Principal

FILED
2025 SEP -8 AM 10:21
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

STATE OF
SOUTH CAROLINA



NOTICE OF MOTION SCHEDULING

September 16, 2025

Motion "MOTAPP - Motion/Appeal" for Case: 2025CP4204002 - Sylecia McIntyre VS Westwood Town Homes has been added to the following Motions Roster:

1357 - NON-JURY MOTIONS/JUDGE COLE, JR

This hearing of this motion has been scheduled for 10/9/2025 at 9:30 AM.

The non-jury motions for Thursday October 9, 2025, have posted on the judicial website. The hearings will be held in-person before the Honorable J. Derham Cole Jr., in courtroom 6B, on the sixth floor of the Spartanburg County Judicial Center located at 180 Magnolia Street Spartanburg SC 29306. All morning hearings will be held at 9:30am and all afternoon hearings will be held at 2:30pm. If you have any questions, please contact Toryia Massey, by email at tmassey@spartanburgcounty.org or by phone at 864-562-4425.

Mail Notice To:

Sylecia McIntyre
1855 E Main Street
Spartanburg, SC 29307

Court Info:

Common Pleas
Spartanburg County
P O Box 3483
Spartanburg, SC 29304-9304

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(864)596-2591

Respectfully,

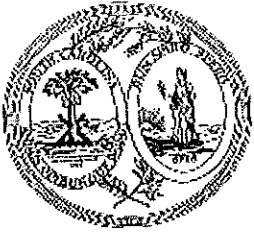
Amy Cox
Clerk of Court

110

STATE OF
SOUTH CAROLINA

NOTICE OF MOTION SCHEDULING

September 16, 2025



**Motion "MOFREE - Motion/Emergency Motion to Reduce Bond" for
Case: 2025CP4204002 - Sylecia McIntyre VS Westwood Town Homes
has been added to the following Motions Roster:**

1357 - NON-JURY MOTIONS/JUDGE COLE, JR

This hearing of this motion has been scheduled for 10/9/2025 at 9:30 AM.

The non-jury motions for Thursday October 9, 2025, have posted on the judicial website. The hearings will be held in-person before the Honorable J. Derham Cole Jr., in courtroom 6B, on the sixth floor of the Spartanburg County Judicial Center located at 180 Magnolia Street Spartanburg SC 29306. All morning hearings will be held at 9:30am and all afternoon hearings will be held at 2:30pm. If you have any questions, please contact Toryia Massey, by email at tmassey@spartanburgcounty.org or by phone at 864-562-4425.

Mail Notice To:
Sylecia McIntyre 1855 E Main Street Spartanburg, SC 29307

Court Info:
Common Pleas Spartanburg County P O Box 3483 Spartanburg, SC 29304-9304

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(864)596-2591

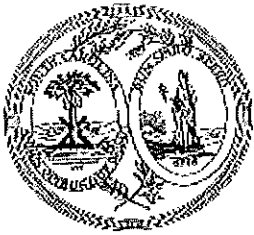
Respectfully,
Amy Cox
Clerk of Court

1/17

NOTICE OF MOTION SCHEDULING

STATE OF
SOUTH CAROLINA

September 16, 2025



Motion "MHEARI - Motion/Request for Immediate Hearing" for Case: 2025CP4204002 - Sylecia McIntyre VS Westwood Town Homes has been added to the following Motions Roster:

1357 - NON-JURY MOTIONS/JUDGE COLE, JR

This hearing of this motion has been scheduled for 10/9/2025 at 9:30 AM.

The non-jury motions for Thursday October 9, 2025, have posted on the judicial website. The hearings will be held in-person before the Honorable J. Derham Cole Jr., in courtroom 6B, on the sixth floor of the Spartanburg County Judicial Center located at 180 Magnolia Street Spartanburg SC 29306. All morning hearings will be held at 9:30am and all afternoon hearings will be held at 2:30pm. If you have any questions, please contact Toryia Massey, by email at tmassey@spartanburgcounty.org or by phone at 864-562-4425.

Mail Notice To:

Sylecia McIntyre
1855 E Main Street
Spartanburg, SC 29307

Court Info:

Common Pleas
Spartanburg County
P O Box 3483
Spartanburg, SC 29304-9304

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(864)596-2591

Respectfully,
Amy Cox
Clerk of Court

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NOTICE OF MOTION SCHEDULING

September 16, 2025



Motion "MOFREE - Motion to Order Transcript of Proceedings Aug 1 and 22, 2025" for Case: 2025CP4204002 - Sylecia McIntyre VS Westwood Town Homes has been added to the following Motions Roster:

1357 - NON-JURY MOTIONS/JUDGE COLE, JR

This hearing of this motion has been scheduled for 10/9/2025 at 9:30 AM.

The non-jury motions for Thursday October 9, 2025, have posted on the judicial website. The hearings will be held in-person before the Honorable J. Derham Cole Jr., in courtroom 6B, on the sixth floor of the Spartanburg County Judicial Center located at 180 Magnolia Street Spartanburg SC 29306. All morning hearings will be held at 9:30am and all afternoon hearings will be held at 2:30pm. If you have any questions, please contact Toryia Massey, by email at tmassey@spartanburgcounty.org or by phone at 864-562-4425.

Mail Notice To:

Sylecia McIntyre
1855 E Main Street

Spartanburg, SC 29307

Court Info:

Common Pleas
Spartanburg County
P O Box 3483
Spartanburg, SC 29304-9304

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(864)596-2591

Respectfully,

Amy Cox
Clerk of Court

119

**STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT**

Case No. 2025-CP-42-04002

McIntyre, Sylecia, Appellant

v.

Westwood Townhomes, Appellee

**NOTICE OF OMISSION AND OBJECTION TO DEFECTIVE LEASE AND
LEDGER**

Appellant respectfully files this Notice to preserve the record and object to defective evidence relied upon in Magistrate's Court.

1. Defective Ledger

The ledger submitted by Appellee is defective on its face.

The South Carolina Residential Landlord-Tenant Act requires ledgers and deposit records to identify the trust institution where funds are held.

The ledger provided contains inconsistent charges (\$395, \$450, additional fees), fails to reconcile payments tendered, and is therefore unreliable.

Appellant objects to reliance on this ledger and moves that it be omitted from the record.

2. Lease Discrepancies

The lease relied upon in Magistrate's Court was not disclosed to Appellant.

Appellant's copy contains unchecked boxes in the rental calculation section and a calculation page signed only by the landlord.

These defects raise serious credibility and authenticity concerns, as such a page is subject to unilateral changes without tenant consent.

2025 SEP 16 PM 4:48
CLERK OF COURT
SOUTH CAROLINA
SPARTANBURG COUNTY
JANET W. COOPER

FILED

120

Appellant objects to reliance upon any purported "complete" lease not fully disclosed, and moves that such documents be omitted unless and until properly produced.

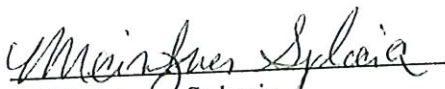
3. Reservation of Rights

Appellant reserves the right to introduce her original copy at hearing for comparison and cross-examination.

Nothing herein shall waive Appellant's objection to the authenticity, completeness, or admissibility of Appellee's documents. For clarity, Appellant does not attach the defective documents here, but instead preserves the right to produce copies of said lease and ledger upon order of the Court or at hearing, for the limited purpose of demonstrating the omissions and inconsistencies identified.

WHEREFORE, Appellant respectfully requests that this Court strike the defective ledger, omit any incomplete or undisclosed lease from the record, and grant such further relief as may be just and proper.

Respectfully submitted this 16th day of September, 2025.


/s/ McIntyre, Sylecia

Appellant, pro se
1855 E Main St, Ste 14-219
Spartanburg, SC 29307
(864) 788-3274

FILED
2025 SEP 16 PM 4:48
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

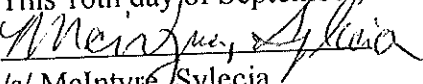
121

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the foregoing Notice of Omission and Objection to Defective Lease and Ledger upon the Appellee or counsel of record by depositing the same in the United States Mail, first-class postage prepaid, addressed as follows:

Westwood Townhouses
925 Wesley Court Office #1
Boiling Springs, SC 29316

This 16th day of September, 2025.


/s/ McIntyre, Sylecia
Appellant, pro se

CLERK OF COURT
SPARTANBURG COUNTY
ALBANY, GA

2025 SEP 16 PM 4:48

FILED

122

NOTICE OF CORRECTION

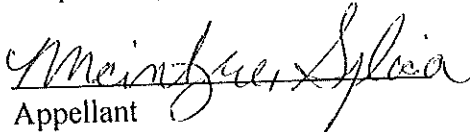
Re: Statement of Grounds for Appeal

Case No.: 2025-CP-42-04002

Appellant, McIntyre, Sylecia, Agent on behalf of Principal Sylecia McIntyre, respectfully submits this Notice of Correction to the previously filed Statement of Grounds for Appeal in the matter of McIntyre, Sylecia v. Westwood Town Homes.

1. Ground number 8, stating "Defendant was denied the right to a proper jury trial", is hereby stricken.
2. All other grounds remain in full force and effect.
3. Appellant expressly reserves the right to amend or expand the Statement of Grounds for Appeal, including the addition of further legal arguments, rights, and supporting authorities as permitted under the South Carolina Rules of Civil Procedure.

Respectfully submitted this 16th day of September, 2025.


Appellant

McIntyre, Sylecia, Agent

On behalf of Principal Sylecia McIntyre

1855 E Main St, Ste 14-219

Spartanburg, SC 29307

Appellee:

Westwood Town Homes

CLERK OF COURT
SPARTANBURG COUNTY
ADVISORY COUNCIL

2025 SEP 16 PM 4:48

FILED

123

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

Westwood Townhomes
Plaintiff,

vs.

McIntyre, Sylecia
Defendant.

IN THE COURT OF COMMON PLEAS
7th JUDICIAL CIRCUIT

CASE NO.: 2025-CP-112-04002

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney:
McIntyre, Sylecia, Bar No. Pro Se
Address:

Phone: _____ Fax _____
E-mail: _____ Other: _____

Defendant's Attorney:
McIntyre, Sylecia, Bar No. Pro Se
Address:
1855 E main St STE 14-219
Phone: 864 788 3274 Fax _____
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: Service of process on Plaintiff By Sheriff
Estimated Time Needed: NONE 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
Signature of Attorney for ☐ Plaintiff / ☒ Defendant
Date submitted: September 29, 2025

☐ 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, SC) ☐ 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: Service of process By Sheriff

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: \$ _____

SCCA 233 (11/2003)

FILED
2025 SEP 29 PM 4:38
CLERK OF COURT
SPARTANBURG COUNTY
AMY M. COX

12

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

Appellant: McIntyre, Sylecia

Appellee: Westwood Townhomes

MOTION FOR SERVICE BY SHERIFF OR U.S. MARSHAL

COMES NOW, Appellant, McIntyre, Sylecia, respectfully moving this Court to order service of all documents related to this case upon Appellee, Westwood Townhomes, by the Spartanburg County Sheriff's Office or the United States Marshal.

Appellant has been granted leave to proceed in forma pauperis by prior Order of this Court, and therefore requests that service be carried out by the Sheriff or U.S. Marshal at no cost pursuant to Rule 4c(3), SCRCP, and 28 U.S.C. § 1915.

Appellant has exercised due diligence in attempting service by certified mail. However, multiple official parcels were returned unclaimed, including parcels returned on September 15, 2025, and September 22, 2025. Accordingly, Appellant requests this Court issue an order authorizing official service to ensure the Appellee is properly placed on notice.

Submitted September 26, 2025

McIntyre, Sylecia, agent, pro se
McIntyre, Sylecia on behalf of

Principal Sylecia McIntyre
1855 E Main St Ste 14-219
Spartanburg, SC 29307
864-788-3274

2025 SEP 29 PM 4:38
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

129

AFFIDAVIT OF ATTEMPTED SERVICE

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

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

1. That I attempted to serve Westwood Townhomes, Office Management, Keisha Norris, located at 925 Wesley Court #1, Boiling Springs, SC 29316, by certified mail.
2. That official parcels of court-related documents were returned unclaimed to me on September 15, 2025, and September 22, 2025.
3. That these documents were related to the appeal in the above-captioned matter, and due diligence has been exercised in attempting proper service.

FURTHER AFFIANT SAYETH NOT.
September 26, 2025

McIntyre, Sylecia, Pro Se
McIntyre, Sylecia
Appellant
1855 E Main St Ste 14-219
Spartanburg, SC 29307

2025 SEP 29 PM 4:38
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

126

AFFIDAVIT OF DELAY IN FILING
STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

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

1. That on September 26, 2025, I was involved in a motor vehicle collision in which I was not at fault.
2. That as a result of said collision, I and my minor dependent were transported to a hospital where I remained for treatment and observation.
3. That due to the accident and hospitalization, I was unable to timely file certain documents on September 26, 2025, as originally intended.
4. That due diligence has been made to complete filing as soon as practicable thereafter and to request proper service upon the Appellee.

FURTHER AFFIANT SAYETH NOT.

September 27, 2025

McIntyre, Sylecia, pro se
McIntyre, Sylecia
Appellant

SERVICE ADDRESSES

Westwood Townhomes
Office, Management: Keisha Norris
925 Wesley Court #1
Boiling Springs, SC 29316

2025 SEP 29 PM 4:38
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

127

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

McIntyre, Sylecia (Appellant)

v.

Westwood Townhomes; Keisha Norris,
Respondents

Case No.: 2025-CP-42-04002

**BRIEF IN SUPPORT OF AMENDED MOTION FOR INJUNCTIVE RELIEF AND STAY
PENDING APPEAL**

Appellant respectfully submits this brief in support of the Amended Motion for Injunctive Relief and Stay Pending Appeal.

This Amended Motion does not raise new claims or theories beyond what has already been preserved and presented in the Magistrate's Court proceedings. Rather, it consolidates, clarifies, and places in proper chronological order the filings, answers, and requests that were already made below and reiterated to this Court.

Due to disorganization of the record—including instances where pages were mis-sequenced (e.g., page 12 preceding page 9)—Appellant has re-submitted the motion in amended form so that the Court may have a complete and accurate presentation of the issues. The Amended Motion incorporates:

1. All requests, objections, and defenses made in Magistrate's Court;
2. All filings already transmitted to the Court of Common Pleas; and
3. Supporting facts that occurred after the August 1 and August 22 appeals were noticed, including evidence of ongoing retaliation.

The retaliation facts are not "new claims," but rather continuing proof of the same underlying issues preserved for appeal: Respondents' unlawful lease provisions, failure to maintain habitability, abuse of access, refusal to produce ledgers, and retaliatory conduct. The Amended Motion is therefore not an expansion of the appeal but a faithful restatement of the record with additional chronological clarity.

For these reasons, Appellant respectfully requests that the Court consider the Amended Motion as a complete and organized presentation of the already-preserved claims and grant the relief sought therein.

Respectfully submitted,

McIntyre, Sylecia
McIntyre, Sylecia, Agent

2025 SEP 29 PM 4:38
CLERK OF COURT
SPARTANBURG COUNTY
AMANDA COX

FILED

128

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

McIntyre, Sylecia (Appellant)

v.

Westwood Townhomes; Keisha Norris,

Case No.: 2025-CP-42-04002

AMENDED MOTION FOR INJUNCTIVE RELIEF AND STAY PENDING APPEAL

(With Nominal or No Bond under S.C. Code §§ 27-40-330 and 27-40-780)

INTRODUCTION & JURISDICTION

1. This Court has jurisdiction to issue injunctive relief and to stay enforcement pending appeal because the Magistrate Court proceeded under S.C. Code § 27-37 (ejectment) even though this matter arises from a residential lease governed by § 27-40 (Residential Landlord-Tenant Act). Proceeding under the wrong statute infected subsequent rulings (including any writ of ejectment) and denied Appellant access to remedies guaranteed under § 27-40.
2. Appellant seeks: (a) a stay of any writ; (b) an injunction barring further unauthorized entries/retaliatory inspections and compelling lawful repair process; and (c) nominal or no bond given statutory tenant protection and the equities.

ERROR OF LAW – WRONG STATUTE

3. The Magistrate docketed and adjudicated under § 27-37, a statute used where no lease exists. Appellant's occupancy was pursuant to a written

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lease; therefore § 27-40 controls. Using § 27-37 stripped Appellant of § 27-40 protections (habitability, notice/access rules, anti-retaliation remedies, damages).

4. Because § 27-40 applies, disputes are to be resolved within that Act's framework, not ejectment. The misapplication taints the writ purportedly issued around Aug. 26 (back-dated Aug. 1).

PRESERVED APPEAL / BOND HISTORY

5. On Aug. 4st and Aug. 22, Appellant timely noticed appeal and moved to reconsider bond. Under South Carolina practice, execution on ejectment is not proper while the appeal/bond reconsideration is pending.
6. Despite this, the Magistrate moved forward, relying on material never introduced at the August 22, 2025 bond hearing and disregarded Appellant's filings on August 21, 2025 and August 22, 2025 (Motion to stay; injunctive relief/bond reconsideration/ appeal).

UNLAWFUL LEASE PROVISIONS (§ 27-40-330)

7. Under § 27-40-330(b), a landlord who deliberately inserts prohibited provisions into a lease and attempts to enforce them is liable for actual damages, attorney's fees, and statutory penalties up to three months' rent.
8. Respondents drafted and enforced a lease agreement that included a clause permitting the landlord to enter the dwelling unit "at any time without notice." This clause is void and unenforceable under S.C. Code § 27-40-330, which prohibits any lease provision that waives or diminishes the tenant's statutory rights and remedies.

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9. Ms. Norris, acting as Respondents' agent, attempted to enforce this unlawful clause. She assured Appellant that she had "eight years of experience" in property management and insisted it was "normal" not to notify tenants before entering their homes. This admission confirms a deliberate and knowing violation of South Carolina law.

UNLAWFUL ENTRY AND HARASSMENT – S.C. CODE § 27-40-530

10. Under § 27-40-530c, a landlord "shall not abuse the right of access or use it to harass the tenant" and must give at least 24-hours' notice except for emergencies. Respondents repeatedly entered Appellant's dwelling without notice or consent, including (a) in July following toilet flooding, (b) the week prior to the August 1 hearing when roof work was performed, and (c) September 8 while Appellant was in court. These entries, combined with Respondents' statements that it was "normal" not to notify tenants, confirm a pattern of abuse of access. Such conduct is expressly forbidden by § 27-40-530 and constitutes retaliatory harassment.

FAILURE TO DELIVER TIMELY POSSESSION – S.C. CODE §§ 27-40-430 AND 27-40-620

11. South Carolina law requires landlords to deliver possession of the premises to the tenant at the commencement of the lease term. S.C. Code § 27-40-430. If the landlord fails to do so, rent abates until possession is actually delivered. S.C. Code § 27-40-620(a).
12. Pursuant to § 27-40-620(b), a landlord's willful failure to deliver possession subjects the landlord to liability for actual damages, attorney's fees, and statutory penalties up to three months' rent or twice the actual damages sustained, whichever is greater. Appellant asserts this claim as an independent ground for injunctive relief and damages.

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FAILURE TO RESPOND TO LEDGER REQUESTS – S.C. CODE §§ 27-40-410 & 27-40-340

13. Appellant repeatedly sought transparency and accountability in the lease accounting. Each grievance or notice of redress delivered to Ms. Norris was accompanied by a formal request for an itemized ledger reflecting: (a) application of federal or state allowances and subsidies, (b) corrections to the handling of the security deposit and prepaid rent, and (c) disclosure of any collateralized accounts or security credits connected to Appellant's tenancy.
14. Requests for such an itemized ledger were delivered on June 13, June 25, and July 1, 2025, and were reiterated with August and September rent payments. Each notice placed Respondents on clear notice of Appellant's demand for compliance. Despite these repeated and timely requests, Respondents failed to furnish the required ledger or any accounting response.
15. South Carolina law obligates landlords to maintain separate accounting for rent, deposits, and allowances, and to return or account for prepaid rent and deposits with specificity. S.C. Code § 27-40-340 requires separation of rents from other obligations, and § 27-40-410 requires an itemized accounting of deposits. Respondents' continuing refusal to produce such records obstructs transparency, conceals the application of subsidies, and frustrates Appellant's ability to verify charges.
16. This ongoing refusal constitutes material noncompliance with statutory obligations and supports injunctive relief compelling Respondents to produce the full accounting ledger, as well as damages for failure to provide the same.

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LANDLORD FAILURE TO MAINTAIN HABITABLE CONDITIONS-SC CODE 27-40-440

17. **Habitability & safety:** Appellant has repeatedly notified Respondent of serious habitability concerns since June 13, including:

- An upstairs toilet running and overflowing, causing water damage and suspected mold on the downstairs ceiling;
- broken interior restroom doors restricting privacy;
- falling roof debris;
- a leaking refrigerator that spoiled stored food;
- an open hole in the wall; and
- a broken kitchen sink sprayer beside the stove, creating a fire-safety hazard by disabling the only immediate water source for stovetop emergencies.

18. Despite notice, these conditions remain unrepaired and continue to endanger health, safety, and the quiet enjoyment of the premises.

19. After giving timely repeated notices of repairs, Respondents began leaving notices at my door stating they could not get in contact with me, and sending me text messages to call the office. All of which were done after confirming I needed in home repairs. Although given these notices and calls, it was never to direct me to a date of service repair always to discuss other matters.

20. After July 1, 2025, when I notified Ms. Norris of an upstairs bathroom flood, she responded that it would be fixed but gave no timeline. Within the second week of July, a plumbing contractor accompanied by a maintenance man Mr. Clarence entered my home without prior scheduling or proper notice and proceeded upstairs to assess the toilet.

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21. This visit coincided with the beginning of retaliatory inspections and marked the point where Respondents began to decline all professionalism and abandon meaningful repairs, despite prior assurances—including written promises to address broken doors—that remain unfulfilled to this day.
22. During that same visit, no advance notice was provided of any actual repair attempt. My daughters and I, dressed in our pajamas, were sitting in the living room when Westwood Townhomes' maintenance man stood on my steps profusely staring at us for nearly four minutes, making us feel unsafe and uncomfortable. When I asked him to either return to the work area or step outside, he insisted he "needed to be there" yet failed to remove himself.
23. This incident illustrates the shift away from professional management into intimidation and retaliation, as subsequent inspections and communications yielded no repairs and no cures.

UNAUTHORIZED ENTRIES & ABUSE OF ACCESS (S.C. Code §§ 27-40-530, 27-40-780)

24. Respondents repeatedly entered Appellant's dwelling without 24-hour notice, without consent, and outside any emergency, and used entry/inspection demands as a tool of harassment. South Carolina law requires a landlord to give at least 24-hours' notice and enter only at reasonable times and forbids abuse of access (§ 27-40-530©). None of the narrow exceptions in § 27-40-530(b) applied. These unlawful entries and repeated inspection demands constitute abuse of access under § 27-40-780, entitling Appellant to injunctive relief without bond and damages (and attorney's fees for willful violations).

Specific incidents :

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- Early July (week 1–2): Entry to “address toilet flooding” without prior 24-hour notice and no emergency documented.
- Late July (week before Aug. 1 hearing): Entry to patch/paint ceiling without notice.
- Sept. 8 (while Appellant was in court): Entry for painting/roof work without notice; fumes temporarily rendered the unit uninhabitable, forcing Appellant and child to remain out for hours.

25. **Relief requested:** Enjoin Respondents from any entry absent compliance with § 27-40-530; require written 24-hour notice stating purpose and time window; bar retaliatory or repetitive inspection notices; and award damages and fees under § 27-40-780.

LANDLORD FAILURE TO PROPER SANITATION) S.C. Code § 27-40-440(a)(2), (4), (5)

26. The unit’s designated washer/dryer area—adjacent to the kitchen—was left uninstalled and unsealed, with open water faucets/lines and a large wall opening. This condition allows pest intrusion and creates an unsanitary food-prep environment.

27. Under S.C. Code § 27-40-440(a)(1) & (5), the landlord must (1) do whatever is necessary to put and keep the premises in a fit and habitable condition, and (5) maintain in reasonably good and safe working order and condition all plumbing and sanitary facilities supplied or required to be supplied. Leaving open plumbing connections and an unsealed wall opening fails both duties.

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28. Remedy is authorized by § 27-40-610(b), which permits the tenant to obtain injunctive relief for landlord noncompliance.

Injunction sought:

29. Order Respondents, within 7 days, to (i) cap/terminate the open supply/drain lines or properly install the washer/dryer hookups to code, (ii) seal and pest-proof the wall opening with appropriate escutcheons/cover plates, and (iii) coordinate access by email notice with a 2-hour window and 24-hours' lead time (non-emergency), consistent with the Act. Bond should be waived consistent with § 27-40-610(b)

RETALIATION AGAINST PROTECTED ACTIVITY
CITE § 27-40-910(F)-(H)

30. As of June 13, 2025, Appellant initiated protected activity under both the lease agreement and South Carolina law. Specifically, Appellant invoked Section 29 (Grievance Procedures) of the lease and exercised statutory rights to redress under the South Carolina Residential Landlord-Tenant Act.
31. Appellant formally initiated grievance procedures and submitted redress notices within ten (10) days of signing the lease, as provided under the lease and statute. Appellant preserved statutory rights available to both agent and principal by filing grievance and amendment notices, which lawfully defaulted in Appellant's favor absent timely response.
32. Respondent was obligated to create a hearing to address the issues and engage in good-faith resolution of the issues presented. Instead, Respondent ignored Appellant's protected actions and openly declared that "any interest gained on deposits or rents belongs to the company" — a statement directly contrary to S.C. Code §§ 27-40-340 and 27-40-410,

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which require all rents and deposits (and any interest accrued thereon) to be held in trust, separate from landlord books.

33. Respondent's refusal to acknowledge Appellant's protected grievance and statutory amendments, and the subsequent filing of an eviction action outside of the grievance procedure, constitute retaliation under S.C. Code § 27-40-910. Respondent failed to respond in writing as directed, failed to engage in grievance resolution, and instead escalated to eviction proceedings in direct response to Appellant's protected activity.
34. On August 4, 2025, Appellant timely filed an appeal of the Magistrate's Court ruling.
35. On August 5 and August 7, 2025, Appellant provided Respondent with formal written notice of the appeal. These notices were delivered directly to Respondent, placing her on official notice that the matter was now under appellate review.
36. Only after receiving these appeal notices did Respondent, on August 8, 2025, initiate inspection notices. This timing demonstrates that the inspections were not routine but were triggered in direct response to Appellant's protected appeal activity, constituting retaliatory conduct under S.C. Code § 27-40-910.
37. On August 8, 2025, Respondent or an authorized agent distributed inspection documentation to Appellant's door. The documentation, although delivered on August 8, was back-dated to August 6 and demanded entry for an inspection on August 6.
38. On August 9, 2025, Appellant mailed Respondent a conditional acceptance of the inspection notice by certified USPS mail, requiring that all communications be conducted in writing and that entry be subject to

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statutory compliance. USPS records confirm Respondent received this letter on August 13, 2025.

39. On August 15, 2025, Appellant followed up by email, again conditionally accepting the proposed inspection and reiterating the requirement for written communication and evidence of compliance before entry.
40. Despite this conditional acceptance, on August 15, 2025, Respondent failed to respond in writing and instead proceeded inside Appellant's dwelling without proper notice or consent, leaving only a green "Contact the Office" card behind. This entry violated Appellant's lawful conditional acceptance and statutory protections.
41. Despite this conditional acceptance, on August 15, 2025, Respondent failed to respond in writing and instead proceeded inside Appellant's dwelling without proper notice or consent, leaving only a green "Contact the Office" card behind. This entry violated Appellant's lawful conditional acceptance and statutory protections.
42. When Appellant later followed up on the "Contact the Office" card to request clarification, Respondent did not answer directly. Instead, on August 18, 2025, counsel for CAHEC Management, Emily Macheski-Preston, issued a directive instructing Appellant not to contact Ms. Norris and to route all communications solely through counsel.
43. The sequence of events—ignoring written conditional acceptance, entering without consent, leaving vague directives, and escalating to legal counsel instead of addressing the inspection request—constitutes retaliation and intimidation under S.C. Code § 27-40-910 for Appellant's exercise of protected rights.

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44. When Appellant later followed up on the "Contact the Office" card to request clarification, Respondent did not answer directly. Instead, on August 18, 2025, counsel for CAHEC Management, Emily Macheski-Preston, issued a directive instructing Appellant not to contact Ms. Norris and to route all communications solely through counsel.

RETALIATION THROUGH INSPECTION NOTICES, REPAIR REQUESTS, AND SURVEILLANCE

45. The inspection notice distributed by Respondent on September 8, 2025, stated that residents could provide a list of needed repairs by calling or emailing Respondent prior to inspection. Although Appellant conditionally accepted the inspection subject to proof of Respondent's authority and statutory compliance, Appellant nonetheless complied with Respondent's request by emailing a list of outstanding repairs dating back to June 2025.
46. In this email, Appellant noted, among other items, that the upstairs blinds—unused by Appellant until recently—collapsed when first operated and were being held together by tape. Despite Appellant's good-faith effort to comply with Respondent's request for repairs, Respondent did not respond to the repair list. Instead, within 48 hours, Respondent issued a "grounds violation" notice against Appellant, alleging broken blinds and other purported violations. Respondent attempted to convert Appellant's good-faith repair notice into a lease violation, thereby retaliating against Appellant for asserting maintenance rights.
47. Appellant formally returned the grounds violation notice with conditional acceptance, again maintaining compliance with lease and statutory requirements. Respondent did not enter Appellant's office for the scheduled September 15, 2025 inspection but remained on the office outside posted business hours.

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48. Although the September 8, 2025 notice posted by Respondent stated that Ms. Norris would be in the office only on Mondays, Wednesdays, and Fridays, Appellant personally observed Ms. Norris at the office every day following the September court hearing. This discrepancy, coupled with Respondent's failure to conduct the September 15 inspection, demonstrates ongoing retaliatory behavior.
49. On September 24 and 25, 2025, Appellant observed Ms. Norris driving past Appellant's residence multiple times in a vehicle with black tinted windows, moving slowly and without greeting or other legitimate purpose. Ms. Norris also met with an unidentified man in a white truck who later drove past Appellant's residence and stared at Appellant
50. These repeated drive-bys and surveillance-type behaviors occurred on days Ms. Norris had publicly posted as "out of office" and further illustrate a continuing pattern of intimidation and retaliation tied to Appellant's protected activity and pending October 9, 2025 bond hearing.
51. The sequence of events—ignoring written conditional acceptance, entering without consent, leaving vague directives, and escalating to legal counsel instead of addressing the inspection request—constitutes retaliation and intimidation under S.C. Code § 27-40-910 for Appellant's exercise of protected rights.

CONCLUSION & PRAYER FOR RELIEF

52. Appellant has shown a consistent pattern of Respondents' unlawful conduct: (a) enforcement of prohibited lease provisions; (b) repeated unauthorized entries and abuse of access; (c) failure to maintain the premises in a fit and habitable condition; (d) refusal to provide direct ledgers or accountings; and (e) retaliation and intimidation for Appellant's exercise of protected rights, including filing grievances and appeals.

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53. These violations are expressly addressed and prohibited under the South Carolina Residential Landlord–Tenant Act, S.C. Code §§ 27-40-330, 27-40-340, 27-40-410, 27-40-430, 27-40-440, 27-40-530, 27-40-610, 27-40-780, and 27-40-910. Each statute provides remedies of injunctive relief, damages, attorney’s fees, and/or penalties.

54. Appellant has timely preserved appeal rights, moved to reconsider bond, and continues to comply with statutory procedures. Respondents, by contrast, have engaged in ongoing retaliatory conduct—including unauthorized entry, back-dated notices, misuse of inspections, refusal of repairs, and surveillance—that undermine Appellant’s security and quiet enjoyment.

WHEREFORE, Appellant respectfully prays that this Court:

a. Issue an injunction enjoining Respondents from further unauthorized entries, retaliatory inspections, or harassment, and compelling Respondents to maintain habitable conditions and comply with statutory notice requirements;

b. Stay enforcement of any writ of ejectment during the pendency of appeal;

c. Compel Respondents to produce the full itemized ledger of rent deposits, subsidies, and allowances as required by law;

d. Order Respondents to promptly repair and remedy unsanitary and unsafe conditions, including capping open plumbing connections and sealing the washer/dryer area;

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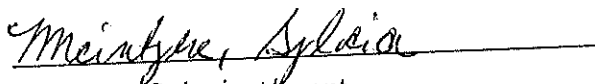
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e. Award damages, statutory penalties, and attorney's fees as authorized under the South Carolina Residential Landlord-Tenant Act; and

f. Waive bond or set nominal bond consistent with S.C. Code §§ 27-40-330, 27-40-610, and 27-40-780, given the equities and Respondents' statutory violations.

Respectfully submitted,



McIntyre, Sylecia, t/agent

On behalf of Principal Sylecia McIntyre

1855 E. Main St., Suite 14-219

Spartanburg, SC 29307

September 26, 2025

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STATE OF SOUTH CAROLINA
COURT OF COMMON PLEAS
COUNTY OF SPARTANBURG

McIntyre, Sylecia, Appellant
v.
Westwood townhomes; Appellee

Case No.: 2025-CP-42-04002

**SUPPLEMENTAL AFFIDAVIT TO AMENDED MOTION FOR INJUNCTIVE
RELIEF**

This Supplemental Page is submitted to accompany and be incorporated into the Appellant's Amended Motion for Injunctive Relief and Stay Pending Appeal, already filed in this matter.

Attached hereto is the Affidavit of Tenant Grievance, which shall be considered part of and in support of the Amended Motion. This filing is intended to ensure the Affidavit appears in the record with proper indexation.

Respectfully submitted,

McIntyre, Sylecia, Agent
/s/ McIntyre, Sylecia
McIntyre, Sylecia, Agent for Principal
Dated: September, 26, 2025

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**STATE OF SOUTH CAROLINA
IN THE MAGISTRATE COURT
OF SPARTANBURG COUNTY**

WESTWOOD TOWNHOMES, Plaintiff,

v.

MCINTYRE, SYLECIA, Defendant.

Case No.: 2025CV4210301403

AMENDED NOTICE OF APPEAL

PLEASE TAKE NOTICE that 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, South Carolina Rules of Magistrate Court, and S.C. Code § 18-7-10, on the following grounds (errors of law and fact):

1. Standing: Plaintiff failed to prove standing; "Westwood Townhomes" is not shown to be a legally registered entity in South Carolina.
2. Service of Process: Defendant was not lawfully served in compliance with the South Carolina Rules of Civil Procedure.
3. Wrong Statute Applied: The court proceeded under S.C. Code § 27-37 (ejectment) even though the tenancy is governed by the Residential Landlord and Tenant Act, § 27-40. Proceeding under § 27-37 denied Defendant RLTA protections and procedures (including habitability, notice/access, accounting, retaliation remedies, possession/abatement rules, and bond standards).
4. Subsidy/HUD-USDA Protections: The ruling disregards statutory protections and program rules applicable to HUD/USDA-subsidized rental agreements and income-based adjustments.
5. Misrepresentation & Rent Calculation: Plaintiff misrepresented material facts concerning rent, credits, and offsets.
6. Ignored Documentary Evidence: The court failed to consider substantial documentary evidence filed prior to trial.

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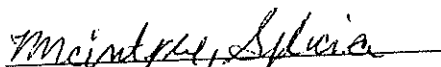
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7. Accounting/ Ledger Violations: Plaintiff failed to provide an itemized ledger and proper accounting for deposits, prepaid rent, subsidies, and utility allowances as required by §§ 27-40-340 and 27-40-410.
8. Failure to Timely Deliver Possession: Lease was executed June 8, 2025; possession was not delivered until on or about June 10, 2025. The court failed to apply §§ 27-40-430 and 27-40-620 (rent abatement/credits for late delivery).
9. Unlawful Entry / Abuse of Access: Plaintiff/agents made entries without 24-hour notice or consent and used "inspections" as harassment, contrary to § 27-40-530 and § 27-40-780.
10. Habitability & Sanitation: Material unrepaired conditions (water intrusion/ceiling damage, roof debris, open plumbing/washer hookups, refrigerator leak, broken doors/blinds, etc.) violate § 27-40-440; the court failed to address these issues.
11. Retaliation: After protected complaints/grievances and appeal filings, Plaintiff escalated inspections/entries and issued notices in retaliation, contrary to § 27-40-910. In court, Plaintiff stated "we want her gone," evidencing retaliatory motive unrelated to rent.
12. Damages/Prepaid Funds Not Determined: No lawful determination of damages or proper accounting for prepaid consideration.
13. Agency/Power of Attorney: The court failed to consider Defendant's agency status and Power of Attorney filing on record.
14. Hardship: The ruling imposes irreparable hardship on minor dependents without due consideration of circumstances.

Defendant preserves and incorporates the issues raised in her Answer and pre-trial filings and reserves the right to amend/supplement these grounds and to file supporting materials and briefs in accordance with court rules.

Respectfully submitted this 26th day of September, 2025.


Sylecia McIntyre, Agent
On behalf of Principal Sylecia McIntyre

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

McIntyre, Sylecia, t/agent on
behalf of Principal Sylecia McIntyre,
Appellant,
v.

Westwood Townhomes; Appellee.

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Case No.: 2025-CP-42-04002

**AMENDED / SUPPLEMENTAL STATEMENT OF GROUNDS FOR
APPEAL**

(Filed pursuant to Rule 18, South Carolina Rules of Magistrate Court)

Appellant respectfully submits this Amended/Supplemental Statement of Grounds to clarify and preserve issues already raised below and in the original Statement filed August 1, 2025. This filing does not add new claims; it restates the same controversy with additional precision and cites to controlling statutes that govern this residential lease dispute.

A. Error of Law: Wrong Statutory Framework

1. The Magistrate Court proceeded under S.C. Code §27-37 (ejectment) even though Appellant occupied the premises under a written residential lease. The Residential Landlord–Tenant Act (§27-40) governs, supplying exclusive rules for notice, access, habitability, accounting, remedies, and anti-retaliation. Proceeding under §27-37 deprived Appellant of §27-40 protections and tainted all subsequent rulings, including any writ.

B. Grievance Procedure & Protected Activity Ignored

2. Within ten days of lease execution, Appellant invoked the lease’s grievance procedure (Section 29) and served written statutory notices (June 8–13). The landlord had a duty to confer in good faith and address the issues before escalating. Instead, Respondents ignored the grievance, refused to respond in writing, and initiated eviction/inspection tactics only after receiving Appellant’s grievance and appeal notices. This constitutes retaliation under §27-40-910(F)–(H) and was not meaningfully addressed below.

C. Abuse of Access / Unlawful Entries

3. The court failed to credit evidence that Respondents entered without 24-hour notice and without emergency, and used inspections as harassment, contrary to §27-40-530 (abuse of

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access). This included entries in July, late July before the Aug. 1 hearing, and Sept. 8 while Appellant was in court.

D. Unlawful Lease Provision

4. Respondents drafted and attempted to enforce a clause allowing entry "at any time without notice," which is void under §27-40-330 (no waiver of tenant rights). The Magistrate Court overlooked this statutory invalidity.

E. Habitability & Sanitation Failures

5. The court did not address repeated habitability violations under §27-40-440 (overflowing toilet/water damage and suspected mold; broken doors; roof debris; leaking refrigerator; open wall; unsafe sink sprayer; unsealed/unsanitary washer area), despite timely notice and continued non-repair, supporting injunctive relief under §27-40-610(b).

F. Accounting / Ledger & Trust-Handling Failures

6. Despite multiple written requests (June 13, June 25, July 1 and with Aug./Sept. payments), Respondents failed to produce itemized ledgers reflecting rent, deposit, subsidies/allowances, and trust handling as required by §§27-40-340 and 27-40-410. This frustrates verification and violates the Act's separate-accounting and trust requirements.

G. Fees, Amounts, and Due Process

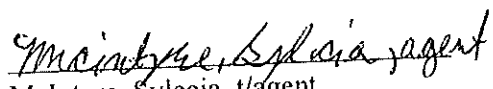
7. Inconsistent ledgers and improper add-on fees (e.g., \$45 "filing" and \$5 "ejectment" charges outside the lease) contradict the lease rate and raise due-process concerns. The magistrate also relied on material not introduced at the bond hearing and moved forward despite timely appeal/bond reconsideration, compounding prejudice.

H. Tender, Performance, and Estoppel

8. Appellant tendered performance and served notices curing any alleged default; Respondents did not rebut within the stated time, resulting in estoppel by acquiescence. These issues were presented below and remain preserved.

WHEREFORE, Appellant asks the Court of Common Pleas to reverse the Magistrate Court judgment, hold that §27-40 controls, recognize Appellant's preserved statutory defenses (grievance/anti-retaliation, access, habitability, accounting), and remand with instructions consistent with the Residential Landlord-Tenant Act (including appropriate injunctive relief and correction of fees/ledgers).

Respectfully submitted this 26th day of September, 2025.


McIntyre, Sylecia, /agent
On behalf of Principal Sylecia McIntyre
1855 E. Main St., Suite 14-219
Spartanburg, SC

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

McIntyre, Sylecia; Appellant

v.

Westwood Townhomes; Appellee

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AMENDED MOTION FOR DECLARATORY RELIEF
(Pursuant to S.C. Code Ann. § 15-53-10 et seq.)

NOW COMES Defendant, McIntyre, Sylecia, 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.

Correction of Dates

Defendant notes that the original Motion for Declaratory Relief, filed August 1, 2025, contained incorrect dates referencing "August 8, 2025" and "August 10, 2025" as the relevant possession and payment dates. The correct dates are as follows:

1. On or about June 8, 2025, Defendant executed the lease agreement and tendered full rent payment for the subject unit prior to taking physical possession of the premises.
2. Possession of the premises was not delivered until on or about June 10, 2025, indicating that payment preceded actual occupancy and constituted late possession under S.C. Code Ann. § 27-40-620.
3. On or about June 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.

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

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 in June 2025.
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.

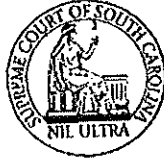
Respectfully submitted this 26th day of September 2025.

McIntyre, Sylecia
/s/ McIntyre, Sylecia, Agent
1855 e main st ste14-219
Spartanburg, south carolina
864-788-3274

2025 SEP 29 PM 4:39
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

140



South Carolina Court Administration
South Carolina Supreme Court
Columbia, South Carolina

1220 SENATE STREET, SUITE 200
COLUMBIA, SOUTH CAROLINA 29201

September 23, 2025

The Honorable Amy Cox
Spartanburg County Courthouse
PO Box 3483
Spartanburg, S.C. 29304

RE: Sylecia McIntyre

Dear Clerk Cox,

Enclosed is a copy of a letter and exhibits this office received from Sylecia McIntyre. We would appreciate your reviewing this matter and providing any appropriate assistance.

Sincerely,
Court Services Section

cc: Sylecia McIntyre
1855 E. Main Street
Ste 14-219
Spartanburg, South Carolina 29307

15

Case Nos.:

Court of Common Pleas: 2025-CP-42-04002

Magistrate Court: 2025CV4210301403

September 5, 2025

South Carolina Court Administration
Supreme Court Building
1231 Gervais Street
Columbia, SC 29201

**Re: Emergency Notice – Conflicting Summons While Appeal
Pending**

To Whom It May Concern,

I, McIntyre, Sylecia, Agent on behalf of Principal Sylecia McIntyre, respectfully submit this Emergency Notice concerning procedural conflicts between Magistrate Court (Case No. 2025CV4210301403) and Court of Common Pleas (Case No. 2025-CP-42-04002).

On August 29, 2025, Magistrate Judge Matthew Skinner issued an order vacating all prior writs and orders in the Magistrate case. Despite this, on September 4, 2025, a new summons was posted at my residence by the Magistrate Court.

When I inquired with the Magistrate Clerk, I was told explicitly:

“There are no motions on this case.”

“There are no motions attached to this summons.”

This confirms that the summons was issued sua sponte, without a motion from the opposing party or any affidavit under Rule 60(b). Such conduct is procedurally improper and creates jurisdictional conflict.

Meanwhile, the Court of Common Pleas has already scheduled a bond reconsideration hearing for October 9, 2025 at 10:00 a.m. (Case No. 2025-CP-42-04002). Two dates ago

2025 SEP 30 PM 3:02

FILED

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proceedings concerning the same bond would create appellate confusion and risk tampering with the appellate record.

Relief Requested

I respectfully request that Court Administration:

1. **Acknowledge** this emergency notice in writing and add it to the appellate record.
2. **Intervene** to prevent any further summons or bond proceedings in Magistrate Court while the Court of Common Pleas hearing is pending.
3. **Clarify** to the Sheriff's Office and Magistrate Court that no further writs, summons, or orders should issue in this matter absent a proper motion.

Exhibits in Support

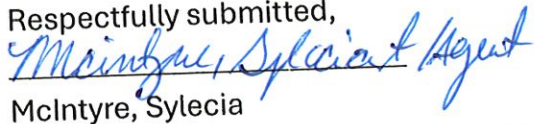
Exhibit A – September 4, 2025 summons (posted at residence)

Exhibit B – Magistrate Order dated August 29, 2025 vacating all prior writs/orders

Exhibit C – Affidavit of sworn statement confirming October 9, 2025 hearing set in Court of Common Pleas

Exhibit D- Affidavit of sworn statement confirming Clerk Of Courts statement, " no motion was issued on that summons."

Respectfully submitted,



McIntyre, Sylecia

Agent on behalf of Principal Sylecia McIntyre

1855 E Main St, Ste 14-219

Spartanburg, SC 29307

September 5, 2025

Exhibit Index

Case Nos.:

Court of Common Pleas: 2025-CP-42-04002

Magistrate Court: 2025CV4210301403

These exhibits are submitted in support of the Emergency Notice of Deficient Summons and Demand for Authority. Each document shows that the summons issued by the Magistrate Court on September 4, 2025, conflicts with the appellate proceedings already pending before the Court of Common Pleas.

Exhibit A – Summons issued September 4, 2025 (for hearing on September 8, 2025), served after Magistrate Court had already vacated prior orders.

Exhibit B – Magistrate Order dated August 29, 2025, vacating all writs and prior orders, effectively ending proceedings in Magistrate Court.

Exhibit C – Affidavit of sworn statement confirming that a bond reconsideration hearing is already scheduled in the Court of Common Pleas on October 9, 2025, at 10:00 a.m.

Exhibit D – Affidavit of Clerk admission, confirming that no motions were pending and no motions were attached to the September 4 summons.

**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 required to appear personally in the

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

on September 8, 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

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

September 4, 2025

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

SPARTANBURG MAGISTRATE

Westwood Townhouses,)

PLAINTIFF)

v.)

Sylecia McIntyre,)
DEFENDANT)

ORDER

(2025-CV-42-103-01403)

On August 29, 2025 defendant appeared at the Spartanburg Magistrate Court Region 2 at 12:00. Defendant presented information not previously known to the court of a Motion made to the Court of Common please seeking modification of the undertaking of the bond to stay the ejectment.

It is ORDERED that the ejectment is stayed pending the motion hearing to be set and heard by the Court of Common Pleas.

It is further ORDERED that all motion rulings by the Magistrate since the time of filing the motion of bond modification in the Court of Common pleas be reversed.

It is further ORDERED that all orders, excluding the current, issued by the Magistrate since the time of filing the motion of bond modification in the Court of Common please be reversed.

IT IS SO ORDERED

Spartanburg, S.C.
August 29, 2025



Matthew C. Skinner
Magistrate Judge

**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG**

AFFIDAVIT OF SWORN STATEMENT

(Re: Confirmation of Court Date at the Court of Common Pleas)

I, McIntyre, Sylecia, being duly sworn, hereby state and affirm under penalty of perjury:

1. That I am the Respondent/Appellant in the matter styled Westwood Townhomes v. Sylecia McIntyre, Case No. 2025CV4210301403 (Magistrate Court).
2. That I am also the Appellant in the related appeal pending in the Court of Common Pleas, Spartanburg County, Case No. 2025-CP-42-04002.
3. That on September 1, 2025, I personally contacted the Clerk of Court for the Court of Common Pleas by telephone to confirm the status of my appeal and bond reconsideration request.
4. That during this telephone call, the Clerk of Court, after reviewing the docket under my appeal case number, advised me that a Bond Reconsideration Hearing has been set for October 9, 2025, at 10:00 a.m. before the Court of Common Pleas.
5. That this confirmation was received days prior to the issuance of a September 4, 2025 Magistrate summons, which attempted to compel my appearance at another bond hearing already under reconsideration at the higher court.
6. That this sworn statement is made to preserve the record and to demonstrate that the appellate court had already scheduled the bond reconsideration hearing before the Magistrate Court attempted to act further in the matter.

Executed this 5th day of September, 2025.

Signature: McIntyre, Sylecia F. Agent
McIntyre, Sylecia
Agent for Principal Sylecia McIntyre

Exhibit D

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
MAGISTRATE COURT - REGION 2
Case No.: 2025CV4210301403

AFFIDAVIT OF CLERK ADMISSION REGARDING LACK OF MOTION

I, McIntyre, Sylecia, appearing as agent on behalf of principal Sylecia McIntyre, under penalty of perjury, hereby swear and affirm the following:

1. On September 5, 2025, I appeared in person at the Magistrate Court, Region 2, Clerk's office located at 4224 Hwy 9, Boiling Springs, South Carolina.

2. During that visit, I inquired directly of the Clerk of Court whether any motions were filed in connection with the September 4, 2025 summons that was posted on my door.

3. The Clerk expressly stated:

"There are no more motions on this case."

"No, there are no motions attached to the summons."

4. These admissions confirm that the September 4, 2025 summons was issued and served without any motion by an opposing party and without any affidavit attached.

5. A summons issued without supporting motion or affidavit is procedurally defective, void ab initio, and exceeds the lawful authority of the Magistrate Court, particularly where jurisdiction has already been transferred to the Court of Common Pleas.

FURTHER AFFIANT SAYETH NAUGHT.

Respectfully submitted,

McIntyre, Sylecia Agent
McIntyre, Sylecia

Agent on behalf of Principal, Sylecia McIntyre

Date: September 5, 2025

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

2025 SEP 30 PM 3:03

FILED

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STATE OF SOUTH CAROLINA)

COUNTY OF SPARTANBURG)

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

Plaintiff,)

vs.)

Westwood Townhomes,)

Defendants.)

IN THE COURT OF COMMON PLEAS

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

**MEMORANDUM IN OPPOSITION TO
PLAINTIFF'S MOTION FOR APPEAL,
MOTION TO REDUCE BOND, MOTION
FOR IMMEDIATE HEARING, and
MOTION FOR TRANSCRIPT**

COMES NOW, Westwood Town Homes ("Westwood") and replies in opposition to Plaintiff Sylecia McIntyre's ("McIntyre") motion for appeal, emergency motion to reduce bond, motion for immediate hearing, and motion to order transcript of proceedings. McIntyre is not compliant with the requirements to post bond and has failed to perfect her appeal pursuant to S.C. Code Ann. 27-37-130. Therefore, her appeal (and any associated motions) should be dismissed.

Factual and Procedural Background

This matter arises out of a Writ of Ejectment dated August 1, 2025 in Spartanburg County Magistrates Court Case Number 2025CV4210301403. (Ex. A.) The Magistrate Court found for Westwood Townhomes and ruled the tenant failed to pay rent and that a writ of ejectment should be issued. (Ex. B.) On August 4, 2025, McIntyre filed the notice of civil appeal with this Court.

The Magistrate Court then held a hearing on August 22, 2025 to set bond for the rent payments during the pendency of the appeal. By Order of August 22, 2025, the Magistrate Court set the bond at \$1,081.00, due to be posted by August 27, 2025. (Ex. C.) McIntyre filed a motion to reconsider the bond requirement. By Order of August 25, 2025, the Magistrate Court denied the

motion to reconsider and reaffirmed that the bond to stay eviction would remain at \$1,081.00 and was to be posted by August 27, 2025. (Ex. D.)

On August 27, 2025, the Magistrate Court issued another order denying McIntyre's motion to "recuse, vacate, and transfer" as unfounded. However, the Magistrate Court did postpone the deadline to post bond if McIntyre could provide medical records proving a medical procedure she had scheduled for August 27, 2025. On August 29, 2025, in response to McIntyre appearing at the Spartanburg Magistrate Court, the Magistrate Court issued another Order that stayed the ejectment pending review by the Court of Common Pleas and reversing all prior orders. (Ex. E.)

Appeal Should Be Dismissed

By frivolous and voluminous filings in both this action and the underlying Magistrates Court case, McIntyre has attempted to circumvent a routine ejectment matter. McIntyre has no grounds to oppose the Writ of Ejectment or the amount of the bond set by the Magistrate Judge, and because she has failed to post the bond, her appeal should be dismissed and the Writ of Ejectment upheld.

According to S.C. Code Ann. § 27-37-130, "[a]n appeal in an ejectment case will not stay ejectment unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned for the payment of all costs and damages which the landlord may sustain thereby." First, this statute mandates that a tenant's appeal in an ejectment case cannot stay ejectment unless the tenant posts a bond. Second, the statute mandates that the magistrate court set the bond. McIntyre seeks to make an end run around the statute and cause unnecessary delay by appealing the Magistrate Court decision and then contesting the Magistrate Court's jurisdiction to set the bond. The statute clearly vests jurisdiction

to set the bond with the Magistrate Court, and the Magistrate Court does not lose ability to set the bond just because McIntyre files a notice of appeal.

Last, the statute continues, "In the event the tenant shall fail to file the bond herein required within five days after service of the notice of appeal such appeal shall be dismissed by the trial magistrate." S.C. Code Ann. § 27-37-130. In this case, Plaintiff did not post the bond within five (5) days after service of the notice of appeal as required by statute, and Plaintiff has never posted the bond. Therefore, the statute requires dismissal of the appeal. Upon dismissal of the appeal, the Plaintiff's other motions would be moot and should also be dismissed. Without a valid appeal, the Magistrate Court Writ of Ejectment should no longer be stayed and should be executed promptly.

Respectfully submitted,

CASSIDY COATES PRICE, PA

s/Ross B. Plyler

Ross B. Plyler (SC Bar #71688)

rplyler@cassidycoates.com

1052 North Church Street (29601)

Post Office Box 10529

Greenville, SC 29603

Tel: 864-349-2600

Fax: 864-349-0303

ATTORNEYS FOR DEFENDANT

WWT EXHIBIT A

Exhibit Z

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

Bolling Springs, SC 29316

DEFENDANT(S)

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

Bolling 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. Foster, being duly sworn state that:

I personally served a copy of this Writ on Sylecia McIntyre, an occupant of the rental unit

On 8-4-2025 at 12:50 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

LECTRONICALLY FILED - 2025 Oct 08 3:40 PM - SPARTANBURG - COMMON PLEAS - CASE#2025CP4204002

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

WWT EXHIBIT B

STATE OF SOUTH CAROLINA

2025CV4210301403
CIVIL CASE NUMBER

COUNTY OF SPARTANBURG

IN THE MAGISTRATE'S COURT

DISPOSITION NOTICE

Westwood Townhomes

Kerisha Norris

PLAINTIFF(S)

Plaintiff(s) Attorney

Vs

Sylecia McIntyre & All Others

Tenant

925 Wesley Ct
#028

Bolling Springs, SC 29316

DEFENDANT(S)

Defendant(s) Attorney

Date Filed: July 16, 2025

Date Served:

By:

Civil Action Type: Rule to Vacate \$45

Answered Date:

Counterclaim Date:

Counterclaim Served Date:

Suit Amount:

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: \$

Interest:

Cost: \$

Other:

Atty. Fees: \$

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 To attorneys or recorded parties when appearing pro se.

(Clerks Initials)

Remarks:

Find for Plaintiff Failure to pay rent. Writ of ejection

SPARTANBURG COUNTY
CLERK OF COURT
AMY W. COX

Spartanburg Magistrate 64:8 WA 4-9 AUG 2025
Court Region #2
4224 Hwy 9
Bolling Springs, SC 29316

CERTIFIED COPY

FILED

DATE: 8/11/25

MV197

WWT EXHIBIT C

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

SPARTANBURG MAGISTRATE

Westwood Townhouses,)

PLAINTIFF)

ORDER

v.)

(2025-CV-42-103-01403)

Sylecia McIntyre,)
DEFENDANT)

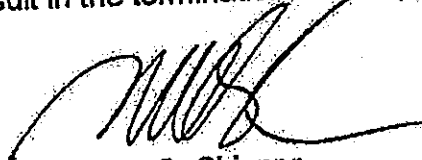
Persuant to the hearing held August 22, 2025, Setting Bond to Stay the ejectement dated August 1, 2025, bond was set at \$1081.00 payable to the Region 2 Magistrate Court. Bond is to be posted by 5:00 PM August 27, 2025.

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

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

FILED

Exhibit 3c

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

Westwood Townhouses,)

PLAINTIFF)

v.)

Sylecia McIntyre,)
DEFENDANT)

SPARTANBURG MAGISTRATE

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 26, 2025



Matthew C. Skinner
Magistrate Judge

CLERK OF COURT
SPARTANBURG COUNTY
JULY 14, 2025

2025 AUG 26 PM 1:30

FILED

162

WWT EXHIBIT E

Exhibit B

STATE OF SOUTH CAROLINA)
COUNTY OF SPARTANBURG)

SPARTANBURG MAGISTRATE

Westwood Townhouses,)

PLAINTIFF

v.

Sylecia McIntyre,
DEFENDANT

ORDER

(2025-CV-42-103-01403)

On August 29, 2025 defendant appeared at the Spartanburg Magistrate Court Region 2 at 12:00. Defendant presented information not previously known to the court of a Motion made to the Court of Common please seeking modification of the undertaking of the bond to stay the ejectment.

It is ORDERED that the ejectment is stayed pending the motion hearing to be set and heard by the Court of Common Pleas.

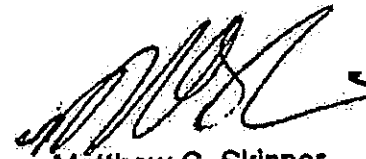
It is further ORDERED that all motion rulings by the Magistrate since the time of filing the motion of bond modification in the Court of Common pleas be reversed.

It is further ORDERED that all orders, excluding the current, issued by the Magistrate since the time of filing the motion of bond modification in the Court of Common please be reversed.

IT IS SO ORDERED

Spartanburg, S.C.

August 29, 2025


Matthew C. Skinner
Magistrate Judge

CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

2025 SEP -5 PM 4:45

FILED

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

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

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

CERTIFICATE OF SERVICE

Plaintiff,)

vs.)

Westwood Townhomes,)

Defendants.)

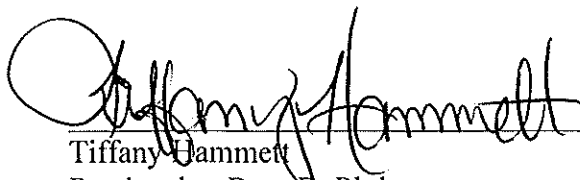
The undersigned employee of Cassidy Coates Price, PA hereby certifies that she has served the following named individual(s) with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, with sufficient postage affixed thereto and return address clearly marked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

PARTY SERVED:

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

PLEADING:

DEFENDANT'S MEMORANDUM IN OPPOSITION TO PLAINTIFF'S MOTION FOR APPEAL, MOTION TO REDUCE BOND, MOTION FOR IMMEDIATE HEARING, and MOTION FOR TRANSCRIPT



Tiffany Hammett
Paralegal to Ross B. Plyler

Greenville, South Carolina
October 8, 2025

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

Case No.: 2025-CP-42-04002

NOTICE AND AFFIDAVIT OF CORRECTION

(Filed in connection with Corrected Amended Motion for Injunctive Relief and Stay Pending Appeal)

I, McIntyre, Sylecia, t/agent on behalf of Principal Sylecia McIntyre, respectfully submit this Notice and Affidavit of Correction to clarify and update the record for all filings made in this matter as of September 30, 2025 and thereafter.

1. Correction of Headers and Party References

Certain prior drafts and filings submitted on or after September 30, 2025 may have inadvertently included the name "Keisha Norris" within the document headers or captions. This name should not appear in any formal caption or header identifying the parties in this case.

Please treat and construe all filings made on or after September 30, 2025 as corrected to remove any such inclusion and to reflect the correct caption:

> McIntyre, Sylecia (Appellant) v. Westwood Townhomes (Appellee)

2. Content Corrections Incorporated

This correction also affirms the following updates reflected in the Corrected Amended Motion for Injunctive Relief and Stay Pending Appeal filed September 26, 2025 and later:

Removal of informal or redundant language for uniformity with S.O. Code formatting.

Clarified jurisdictional paragraph to emphasize equitable authority and statutory basis.

FILED
CLERK OF COURT
SPARTANBURG COUNTY
SOUTH CAROLINA
2025 OCT -6 PM 4:06

FILED

Revised § 27-40-410 / § 27-40-340 section to highlight the legal consequence of the landlord's refusal to furnish an itemized ledger and how that affects bond calculation.

Strengthened habitability paragraphs (§ 27-40-440) to expressly list structural hazards, sanitation breaches, and safety violations.

Consolidated the sanitation subsection (§ 27-40-440(a)(1), (2), (4), (5)) for precision and added a clear injunction sought clause.

Re-ordered the retaliation narrative (§ 27-40-910(F)-(H)) to align chronologically with grievance activity and inspection incidents.

Updated prayer for relief to ensure explicit statutory references and harmonized formatting under S.C. Code §§ 27-40-330, 27-40-610, and 27-40-780.

Confirmed agent/principal signature block to reflect agency capacity only, not appearance as principal in personam.

3. Affidavit Declaration

I declare under penalty of perjury that the foregoing corrections are true and accurate to the best of my knowledge and that this notice is made solely to ensure clarity and accuracy in the public record.

All previously filed exhibits and proofs of service remain valid unless expressly superseded by future filings.

Respectfully submitted,

McIntyre, Sylecia, Agent
McIntyre, Sylecia, Agent
on behalf of Principal Sylecia McIntyre
1855 E. Main St., Suite 14-219
Spartanburg, SC 29307

FILED
2025 OCT -9 AM 9:04
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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

McIntyre, Sylecia (Appellant)

v.

Westwood Townhomes; Appellee

Case No.: 2025-CP-42-04002

**CORRECTED AMENDED MOTION FOR INJUNCTIVE RELIEF AND STAY
PENDING APPEAL**

(With Nominal or No Bond under S.C. Code §§ 27-40-330 and 27-40-780)

INTRODUCTION & JURISDICTION

1. This Court has jurisdiction to issue injunctive relief and to stay enforcement pending appeal because the Magistrate Court proceeded under S.C. Code § 27-37 (ejectment) even though this matter arises from a residential lease governed by § 27-40 (Residential Landlord-Tenant Act). Proceeding under the wrong statute infected subsequent rulings (including any writ of ejectment) and denied Appellant access to remedies guaranteed under § 27-40.
2. Appellant seeks: (a) a stay of any writ; (b) an injunction barring further unauthorized entries/retaliatory inspections and compelling lawful repair process; and (c) nominal or no bond given statutory tenant protections and the equities.

Appellant proceeds under equitable jurisdiction to prevent irreparable injury, preserve the subject premises pending appeal, and compel compliance with South Carolina's Residential Landlord-Tenant Act.

FILED
2025 OCT -9 AM 9:04
CLERK OF COURT
SPARTANBURG, SC

ERROR OF LAW – WRONG STATUTE

3. The Magistrate docketed and adjudicated under § 27-37, a statute used where no lease exists. Appellant's occupancy was pursuant to a written lease; therefore § 27-40 controls. Using § 27-37 stripped Appellant of § 27-40 protections (habitability, notice/access rules, anti-retaliation remedies, damages).
4. Because § 27-40 applies, disputes are to be resolved within that Act's framework, not ejectment. The misapplication taints the writ purportedly issued around Aug. 26 (back-dated Aug. 1).

PRESERVED APPEAL / BOND HISTORY

5. On Aug. 4th and Aug. 22, Appellant timely noticed appeal and moved to reconsider bond. Under South Carolina practice, execution on ejectment is not proper while the appeal/bond reconsideration is pending.
6. Despite this, the Magistrate moved forward, relying on material never introduced at the August 22, 2025 bond hearing and disregarded Appellant's filings on August 21, 2025 and August 22, 2025 (Motion to stay; injunctive relief/bond reconsideration/ appeal).

UNLAWFUL VERBAL MODIFICATION AND DECEPTIVE DISCLOSURE (§ 27-40-330)

7. Under § 27-40-330(b), a landlord who deliberately attempts to enforce prohibited lease provisions—whether written or verbal—violates the South Carolina Residential Landlord and Tenant Act and is liable for actual damages, attorney's fees, and statutory penalties up to three months rent.

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8. Respondents induced Appellant to execute the lease agreement through verbal modification and deceptive disclosure, asserting at signing that management could "enter at any time" and "did not need a 24-hour notice." No such provision exists in the written lease. This false representation operated as a constructive waiver of Appellant's statutory rights and constitutes an unlawful modification under S.C. Code § 27-40-330.
9. Ms. Norris, acting as Respondents' agent, affirmed this verbal modification at signing, citing her "eight years of experience" in property management and insisting it was "normal" not to notify tenants before entry. This verbal disclosure and subsequent enforcement effort confirm a deliberate and knowing violation of South Carolina law.

FAILURE TO DELIVER TIMELY POSSESSION – S.C. CODE §§ 27-40-430 AND 27-40-620

10. Appellant executed the written lease on June 8, 2025, after being told the keys would be provided that same day. Immediately following signature, however, the property manager stated she "wanted to do a walkthrough" but "did not have the keys." Appellant returned the next day as instructed, but the office was closed and phone calls went unanswered. On June 10, 2025, two full days later, possession was finally granted after Appellant again appeared in person and waited outside the leasing office for access.
11. During this delay, Appellant was forced to incur hotel expenses and storage-related costs to safeguard personal belongings and provide temporary shelter for herself and her minor dependents. These were direct

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and foreseeable damages caused by Respondents' failure to timely deliver possession after collecting the initial rent payment.

12. South Carolina law requires landlords to deliver possession of the premises to the tenant at the commencement of the lease term. S.C. Code § 27-40-430. When possession is delayed, rent is not owed until it is actually delivered. S.C. Code § 27-40-620(a). A willful delay—particularly after rent and deposits have been accepted—subjects the landlord to liability for actual damages, attorney's fees, and statutory penalties of up to three months' rent or twice the actual damages sustained, whichever is greater.
13. The delay from June 8 to June 10, 2025, and the related out-of-pocket lodging expenses, constitute a material breach and support independent grounds for injunctive relief, rent abatement, and damages under S.C. Code §§ 27-40-430 and 27-40-620.

FAILURE TO RESPOND TO LEDGER REQUESTS – S.C. CODE §§ 27-40-410 & 27-40-340

14. Appellant repeatedly sought transparency and accountability in the lease accounting. Each grievance or notice of redress delivered to Respondents was accompanied by a formal request for an itemized ledger reflecting: (a) the application of federal or state allowances and subsidies, (b) corrections to the handling of the security deposit and prepaid rent, and (c) disclosure of any collateralized accounts or security credits connected to Appellant's tenancy.
15. Between June 13, 2025, and September 2025, Appellant issued multiple written and mailed notices — including those dated June 13, June 25, July 1, August 2025, and September 2025 — each expressly requesting both a

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receipt for tendered payments and an updated ledger showing how rent, subsidies, and allowances were applied. Despite these repeated and timely requests, Respondents never furnished a receipt acknowledging proper application of rent nor produced any accounting or ledger response.

16. South Carolina law obligates landlords to maintain a separate accounting for rent, deposits, and allowances and to provide itemized statements upon demand. S.C. Code § 27-40-340 requires segregation of rent and deposits from other obligations, and § 27-40-410 mandates a detailed accounting upon request. Respondents' refusal to produce these records obstructs transparency, conceals the disposition of prepaid rent and subsidies, and frustrates Appellant's ability to verify the amount allegedly due.
17. This continuing failure constitutes material noncompliance with statutory duties under S.C. Code §§ 27-40-340 and 27-40-410, supporting injunctive relief to compel full disclosure of the lease accounting. At each rent tender, Appellant specifically requested both a receipt and an updated ledger to verify proper application of payments and subsidies, yet Respondents refused each time. Their ongoing refusal undermines transparency and the accuracy of any alleged arrears, justifying waiver or reduction of bond pending appeal, as no verified balance exists upon which to base it.

LANDLORD FAILURE TO MAINTAIN HABITABLE CONDITIONS-SC CODE 27-40-440

18. **Habitability & safety:** Appellant has repeatedly notified Respondent of serious habitability concerns since June 13, including

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- An upstairs toilet running and overflowing, causing water damage and suspected mold on the downstairs ceiling;
- broken interior restroom doors restricting privacy;
- falling roof debris;
- a leaking refrigerator that spoiled stored food;
- an open hole in the wall; and

a broken kitchen sink sprayer beside the stove, creating a fire-safety hazard by disabling the only immediate water source for stovetop emergencies.

19. After giving repeated written notices requesting repairs, Respondents began leaving notes at my door claiming they "could not reach me" and sending text messages instructing me to call the office. These communications were never to schedule actual repair dates but to discuss unrelated matters, despite Respondents having already confirmed that in-home repairs were required.
20. After July 1, 2025, when I reported an upstairs bathroom flood, Ms. Norris acknowledged the problem and said it would be fixed but gave no timeline. Within the second week of July, a plumbing contractor accompanied by maintenance worker Mr. Clarence entered my home without prior scheduling or the required 24-hour notice to assess the toilet.
21. During that same visit, my daughters and I—dressed in our pajamas—were sitting in the living room when Mr. Clarence stood on the interior steps, staring at us for several minutes and refusing to leave when asked. The lack of notice and his behavior made us feel unsafe and invaded.
22. That incident marked the moment Respondents abandoned professionalism and began a pattern of intimidation rather than repair. Written assurances—including promises to fix broken doors—were never

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honored, and subsequent "inspections" yielded no actual repairs or cures.

23. This encounter and the conduct that followed demonstrate the shift from lawful property management to retaliatory harassment, supporting injunctive relief under S.C. Code §§ 27-40-530 and 27-40-910.

LANDLORD FAILURE TO PROPER SANITATION) S.C. Code § 27-40-440(a)(2), (4), (5)

24. The unit's designated washer/dryer area—adjacent to the kitchen—was left uninstalled and unsealed, with open water faucets/lines and a large wall opening. This condition allows pest intrusion and creates an unsanitary food-prep environment.
25. Under S.C. Code § 27-40-440(a)(1) & (5), the landlord must (1) do whatever is necessary to put and keep the premises in a fit and habitable condition, and (5) maintain in reasonably good and safe working order and condition all plumbing and sanitary facilities supplied or required to be supplied. Leaving open plumbing connections and an unsealed wall opening fails both duties.
26. Remedy is authorized by § 27-40-610(b), which permits the tenant to obtain injunctive relief for landlord noncompliance.

Injunction sought:

- Order Respondents, within 7 days, to (i) cap/terminate the open supply/drain lines or properly install the washer/dryer hookups to code, (ii) seal and pest-proof the wall opening with appropriate escutcheons/cover plates, and (iii) coordinate access by email notice with a 2-hour window and 24-hours' lead time (non-emergency), consistent with the Act.

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- Bond should be waived consistent with § 27-40-610(b), as Respondents' statutory violations and the unsanitary conditions establish material noncompliance and equitable grounds for injunctive relief without bond.

RETALIATION AGAINST PROTECTED ACTIVITY

CITE § 27-40-910(F)–(H)

27. As of June 13, 2025, Appellant initiated protected activity under both the lease agreement and South Carolina law. Specifically, Appellant invoked Section 29 (Grievance Procedures) of the lease and exercised statutory rights to redress under the South Carolina Residential Landlord–Tenant Act.
28. Appellant formally initiated grievance procedures and submitted redress notices within ten (10) days of signing the lease, as provided under the lease and statute. Appellant preserved statutory rights available to both agent and principal by filing grievance and amendment notices, which lawfully defaulted in Appellant's favor absent timely response.
29. Respondent was obligated to create a hearing to address the grievance and engage in good-faith resolution of the missing ledger and issues presented. Instead, Respondent ignored Appellant's protected actions and openly declared in a meeting, that "any interest gained on deposits or rents belongs to the company"—a statement directly contrary to S.C. Code §§ 27-40-340 and 27-40-410, which require all rents and deposits (and any interest accrued thereon) to be held in trust, separate from landlord books.
30. Respondent's refusal to acknowledge Appellant's protected grievance and statutory amendments, and the subsequent filing of an eviction

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action outside of the grievance procedure, constitute retaliation under S.C. Code § 27-40-910. Respondent failed to respond in writing as directed, failed to engage in grievance resolution, and instead escalated to eviction proceedings in direct response to Appellant's protected activity.

31. On August 4, 2025, Appellant timely filed an appeal of the Magistrate's Court ruling.
32. On August 5 and August 7, 2025, Appellant provided Respondent with formal written notice of the appeal. These notices were delivered directly to Respondent, placing her on official notice that the matter was now under appellate review.
33. On August 8, 2025, Respondent or an authorized agent distributed inspection documentation to Appellant's door. The documentation, although delivered on August 8, was back-dated to August 6 and demanded entry for an inspection on August 15.
34. On August 9, 2025, Appellant mailed Respondent a conditional acceptance of the inspection notice by certified USPS mail, requiring that all communications be conducted in writing and that entry be subject to statutory compliance. USPS records confirm Respondent received this letter on August 13, 2025.
35. On August 15, 2025, Appellant followed up by email, again conditionally accepting the proposed inspection and reiterating the requirement for written communication and evidence of compliance before entry.
36. Despite this conditional acceptance, on August 15, 2025, Respondent failed to respond in writing and instead proceeded inside Appellant's dwelling without proper notice or consent, leaving only a green "Contact

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the Office” card behind. This entry violated Appellant’s lawful conditional acceptance and statutory protections.

37. When Appellant later followed up on the “Contact the Office” card to request clarification, Respondent did not answer directly. Instead, on August 18, 2025, counsel for CAHEC Management, Emily Macheski-Preston, issued a directive instructing Appellant not to contact Ms. Norris and to route all communications solely through counsel.
38. The sequence of events—ignoring written conditional acceptance, entering without consent, leaving vague directives, and escalating to legal counsel instead of addressing the inspection request—constitutes retaliation and intimidation under S.C. Code § 27-40-910 for Appellant’s exercise of protected rights. This timing demonstrates that the inspections were not routine but were triggered in direct response to Appellant’s protected appeal activity, constituting retaliatory conduct under S.C. Code § 27-40-910.

CONCLUSION & PRAYER FOR RELIEF

39. Appellant has demonstrated a continuing pattern of Respondents’ unlawful conduct, including:

- enforcement of prohibited and void lease provisions;
- repeated unauthorized entries and abuse of access;
- failure to maintain the premises in a fit and habitable condition;
- refusal to provide the required ledgers, receipts, or accounting of funds; and
- acts of retaliation and intimidation in direct response to Appellant’s exercise of protected rights under South Carolina law.

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40. These cumulative violations fall squarely within the prohibitions and remedies of the South Carolina Residential Landlord–Tenant Act, S.C. Code §§ 27-40-330, 27-40-340, 27-40-410, 27-40-430, 27-40-440, 27-40-530, 27-40-610, 27-40-780, and 27-40-910. Each of these provisions authorizes the Court to grant injunctive relief, damages, attorney’s fees, and equitable remedies to restore compliance and protect tenant rights.

41. Appellant has acted in good faith, preserved appellate rights, and fully complied with statutory procedure. Respondents, however, have persisted in retaliatory and non-compliant behavior—including unauthorized entry, issuance of back-dated notices, misuse of inspection processes, refusal of lawful repairs, and surveillance—all of which continue to endanger Appellant’s security, peace, and quiet enjoyment of the premises.

WHEREFORE, Appellant respectfully prays that this Court:

- a. Issue an injunction restraining Respondents from further unauthorized entries, retaliatory inspections, or harassment, and compelling Respondents to maintain the premises in a safe and habitable condition in compliance with statutory notice and repair obligations;
- b. Stay enforcement of any writ of ejectment or removal order during the pendency of this appeal;
- c. Compel production of the full and itemized ledger accounting for rent, deposits, subsidies, and allowances, as required by S.C. Code §§ 27-40-340 and 27-40-410;

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- d. Order immediate remediation of all unsanitary and unsafe conditions, including the open plumbing connections and unsealed washer/dryer area, within seven (7) days of the Court's order;
- e. Award damages, statutory penalties, and attorney's fees as authorized under the South Carolina Residential Landlord-Tenant Act; and
- f. Waive bond or set a nominal bond consistent with S.C. Code §§ 27-40-330, 27-40-610, and 27-40-780, given the equities of the case, Respondents' statutory violations, and Appellant's limited financial capacity.

Respectfully submitted,

McIntyre, Sylecia, agent
McIntyre, Sylecia, t/agent
On behalf of Principal Sylecia McIntyre
1855 E. Main St., Suite 14-219
Spartanburg, SC 29307
September 26, 2025

Verification: McIntyre, Sylecia, agent
I, the undersigned, affirm under penalty of perjury that the foregoing facts are true and correct to the best of my knowledge and belief.

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**AFFIDAVIT OF LATE POSSESSION /
LATE DELIVERY**

(Self-Executing Instrument)

Date of Execution: October 6, 2025

Affiant: McIntyre, Sylecia

I, McIntyre, Sylecia, being of lawful age and sound mind, do hereby declare, affirm, and attest the following as true, correct, and complete to the best of my knowledge, understanding, and belief:

1. On or about June 8, 2025, I executed a written lease agreement with Westwood Townhomes. Prior to signing, I was informed and led to believe that keys to the apartment would be provided that same day.
2. After signing, the property manager verbally stated that she "wanted to do a walkthrough" and instructed me to return on Monday, June 9, 2025 to receive the keys.
3. When I returned as instructed, the office was closed, and phone calls went unanswered. No representative appeared or provided access.
4. On June 10, 2025, two full days after execution, I was finally provided with keys and possession of the premises.
5. As a direct and proximate result of the delayed possession, I incurred hotel expenses for temporary lodging. The hotel receipt and proof of payment were previously submitted as part of filings in Spartanburg County Magistrate Court and referenced in my first Answer dated July 22, 2025, and subsequently in pleadings before the Court of Common Pleas.

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AMY W. COX

AFFIDAVIT OF SUBSIDY MISAPPLICATION AND LEDGER TRANSPARENCY REQUESTS

Date of Execution: October 6, 2025

Affiant: McIntyre, Sylecia

I, McIntyre, Sylecia, being of lawful age and sound mind, do hereby declare, affirm, and attest the following as true, correct, and complete to the best of my knowledge, understanding, and belief:

1. I have, on multiple occasions, submitted certified correspondence, formal answers, and returns requesting transparency and a full ledger accounting from the property management and associated parties. These requests were made to verify how rent, deposits, and any applied subsidies were being administered.
2. Ms. Keisha Norris, acting as property manager, stated to me that I qualified for a utility subsidy; however, she further stated that no subsidy would be visibly applied to utilities and that the subsidy amount "would instead be applied to rent."
3. This statement created confusion and prompted repeated written requests for a clear accounting of how subsidies and allowances were being allocated. To date, no complete or certified ledger has been produced in response to my notices or affidavits of request.
4. In a separate conversation, Ms. Norris stated that "any gains received from rents or deposits belong strictly to the company." This assertion contradicts South Carolina Code § 27-40-410, which mandates that all deposits and prepaid rents be held in a separate, properly maintained trust account, not comingled or used for corporate gain.
5. The absence of transparency and the misapplication of stated subsidies reflect a breach of fiduciary and statutory duties under South Carolina landlord-tenant law.

I declare under penalty of perjury and full commercial liability that the foregoing is true, correct, and self-executing, standing as lawful testimony in any court or administrative record without need for further verification.

Executed this 6th day of October, 2025.

Signature: *McIntyre, Sylecia*
McIntyre, Sylecia/ Agent

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6. The delay constituted a breach of landlord duties under S.C. Code §§ 27-40-430 and 27-40-620, which require timely delivery of possession and fair dealing in performance.

I declare under penalty of perjury and full commercial liability that the foregoing is true, correct, and self-executing, standing as lawful testimony in any court or administrative record without need for further verification.

Executed this 6th day of October, 2025.

Signature: McIntyre, Sylecia, Agent
McIntyre, Sylecia
Agent

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SPARTANBURG COUNTY
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Affidavit of Lease Execution and Entry Clause (Verbal Disclosure)

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

1. On or about June 8, 2025, during the lease signing at Westwood Townhomes, the leasing agent and/or landlord verbally stated that management "has the right to come in at any time" and that "no 24-hour notice was needed."
2. The statement was made before possession and while documents were being signed, implying that the lease carried such authority even though no written clause authorized unrestricted entry.
3. The conversation was presented as a condition of occupancy, leaving me to believe I was required to verbally agree in order to receive the keys.
4. This created a false impression of landlord rights, amounting to a verbal modification of lease terms and violating tenant protections under S.C. Code § 27-40-530 and § 27-40-440.

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

Executed this 6 day of October, 2025.

Signature: McIntyre, Sylecia, Agent
McIntyre, Sylecia

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SPARTANBURG COUNTY
AMY W. COX

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The South Carolina Court of Appeals

Sylecia McIntyre, Appellant,

v.

Westwood Town Homes, Respondent.

Appellate Case No. 2025-002087

ORDER

After careful consideration, Appellant's motion to stay the eviction is temporarily granted. We remand this case to the circuit court for an expedited hearing on Appellant's motion to stay and determination of any appeal bond. *See* S.C. Code Ann. § 27-40-800(f)(1) (2007) ("Upon appeal to the Supreme Court or to the court of appeals, it is sufficient to stay execution of a judgment for ejection that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered. The judge of the court having jurisdiction shall order stay of execution upon the undertaking."). Appellant shall provide this court with status updates every thirty days. Further, Appellant shall provide this court with a copy of the circuit court's order ruling on the motion to stay and request for appeal bond within ten days of receiving notice of the order. Appellant's failure to provide this court with status updates every thirty days or to provide this court with the circuit court's ruling within ten days of receiving notice of the order will result in dismissal of this appeal.


FOR THE COURT

J.

Columbia, South Carolina

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The South Carolina Court of Appeals

Sylecia McIntyre, Appellant,

v.

Westwood Town Homes, Respondent.

Appellate Case No. 2025-002087

ORDER

After careful consideration, Appellant's motion to stay the eviction is temporarily granted. We remand this case to the circuit court for an expedited hearing on Appellant's motion to stay and determination of any appeal bond. *See* S.C. Code Ann. § 27-40-800(f)(1) (2007) ("Upon appeal to the Supreme Court or to the court of appeals, it is sufficient to stay execution of a judgment for ejection that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered. The judge of the court having jurisdiction shall order stay of execution upon the undertaking."). Appellant shall provide this court with status updates every thirty days. Further, Appellant shall provide this court with a copy of the circuit court's order ruling on the motion to stay and request for appeal bond within ten days of receiving notice of the order. Appellant's failure to provide this court with status updates every thirty days or to provide this court with the circuit court's ruling within ten days of receiving notice of the order will result in dismissal of this appeal.

 J.
FOR THE COURT

Columbia, South Carolina

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Oct 13 2025

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

McIntyre, Sylvia

Plaintiff,

vs.

Westwood Townhomes

Defendant.

IN THE COURT OF COMMON PLEAS
7 JUDICIAL CIRCUIT

CASE NO.: 2025-CP-112-04002

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney: <u>McIntyre, Sylvia</u> , Bar No. <u>pro se</u> Address: <u>1805 E. Main St. STE H-219</u> Phone: <u>8036628281</u> Fax _____ E-mail: <u>ecrosarrow@gmail.com</u> Other: _____		Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ 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: <u>Emergency motion TRO order & rule to show cause</u> Estimated Time Needed: <u>10 min</u> 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. <u>McIntyre, Sylvia, agent pro se</u> <u>10-20-</u> , 20 <u>25</u> Signature of Attorney for ☒ Plaintiff / ☐ Defendant 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____ 98:4 112 02 100 520Z			
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

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

McIntyre Sylecia, Agent on Behalf
of Principal Sylecia McIntyre,)

Case No. 2025-CP-42-04002

Plaintiff,)

Vs.)

EMERGENCY MOTION FOR RESTRAINING
ORDER DUE TO IRREPARABLE HARM AND
RULE TO SHOW CAUSE

Westwood Townhomes,)

Defendant.)

**MOTION FOR EMERGENCY RESTRAINING ORDER
AND RULE TO SHOW CAUSE**

NOW COMES the Plaintiff, McIntyre Sylecia, as Agent on behalf of Principal Sylecia McIntyre, respectfully moving this Honorable Court for the immediate issuance of a Temporary Restraining Order (TRO) and Rule to Show Cause, pursuant to the Court's inherent equitable powers and South Carolina law, to enjoin further unlawful actions by Defendant Westwood Townhomes, and to hold accountable all persons acting in coordination, under color of law or contract, who have contributed to the illegal lockout, malicious destruction of property, and ongoing retaliation.

This matter involves both constitutional violations and equitable grounds for relief, where administrative and judicial failures have enabled ongoing harm despite existing appellate protections.

This motion arises not from a routine lessor-tenant dispute, but from an escalating pattern of targeted retaliation, document tampering, and physical and psychological harm carried out in deliberate defiance of a valid appellate court stay.

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1. Procedural Misconduct Despite Valid Court Stay

On October 13, 2025, the South Carolina Court of Appeals issued a valid Stay Order to prevent further execution of the writ of ejectment previously filed by the Defendant. That same day, the order was electronically served to both the Plaintiff and Defendant's counsel—specifically to Attorney Ross Plyler and to the law firm Cassidy Coates Izlar, LLC in its entirety. Both the individual attorney and the law firm's headquarters received direct e-filing notifications at approximately 4:30 p.m.

Immediately thereafter, the Plaintiff hand-delivered a certified copy of the appellate Stay Order to the Spartanburg County Civil Division. The front-office clerk acknowledged receipt and personally contacted the division supervisor at approximately 5:30 p.m., confirming on the record that an appellate stay had been issued and that enforcement of the 24-hour writ scheduled for the next morning was suspended until further notice from the court. This communication placed the Sheriff's Civil Division on explicit notice as of October 13 that the writ was stayed and should not proceed.

On October 14, 2025, the Plaintiff filed the same Stay Order with both the Magistrate Court, Region 2, and the Court of Appeals docket, each filing generating an additional electronic transmittal to Attorney Plyler and Cassidy Coates Izlar, LLC. Those filings also served as physical notice to the Clerk of Cozurt and to Magistrate Matthew Skinner, whose office signed to acknowledge receipt.

Despite confirmed notice to the Defendant's counsel, the lessor, the Magistrate Court, and the Sheriff's Civil Division, enforcement went forward in willful defiance of the appellate stay.

Compounding the misconduct, the Plaintiff's original appellate filings, stamped Stay Order, and sheriff-signed receipt copy have not been recovered. These documents were last seen on the Plaintiff's kitchen counter immediately before the illegal lockout, and they have not re-appeared among recovered belongings. The timing and disappearance of these materials—combined with the unlawful execution of the writ—demonstrate a coordinated failure across counsel, court, and enforcement officers to adhere to lawful process and preserve critical judicial documents.

This is not ignorance. This is coordinated misconduct.

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2. Illegal Lockout and Targeted Destruction of Legal and Personal Property

On the morning of October 16, 2025, at approximately 10:30 a.m., the Plaintiff was alerted by a nearby resident that her personal belongings were being placed outside her leasehold property while the lessor, Keisha Norris, was walking back and forth in front of the leasehold premises.

When the Plaintiff arrived at approximately 10:45 a.m., she observed the lessor standing directly in front of her leasehold estate, with maintenance personnel parked across from the property. Nearly all of the Plaintiff's possessions—including her electronic printer and litigation materials—had been piled in black trash bags along the sidewalk.

Moments after the Plaintiff's arrival, the lessor was heard placing a call and stating, "Yes, I need you to come back here. You need to be here. She's here." Shortly thereafter, a deputy identified as Steve arrived. He immediately walked up to the lessor, and the two conversed privately and out of earshot. The Plaintiff's request to the Sheriff's Office for a neutral deputy was disregarded, as the responding deputy appeared to have already been dispatched at Ms. Norris's request.

Deputy Steve remained speaking with the lessor and informed the Plaintiff that any communication must be directed to another approaching deputy. That deputy arrived behind the Plaintiff's vehicle, deputy Phillip Easler, whom exchanged visible hand gestures with both the lessor and Deputy Steve—appearing to confirm the Plaintiff's identity in the car—then activated his body camera and advanced toward her in an aggressive manner. His clenched fists and confrontational tone conveyed hostility and readiness for conflict rather than neutrality or de-escalation.

These combined actions demonstrated a coordinated effort between law enforcement and the lessor to intimidate and unlawfully dispossess the Plaintiff. The discarded items—many of which were essential to ongoing state and federal litigation—were jumbled together in black garbage bags mixed with:

Open food containers from the refrigerator, now spoiled in the heat;

Household chemical cleaners (e.g., ammonia, Pine-Sol);

Personal hygiene items, including open bottles of hair oil, olive oil, and body oil used daily by the Plaintiff and her daughters.

Notably, no effort was made to separate or preserve important materials. Documents were not placed in a dry bag or even isolated from contaminating substances. The Plaintiff's court filings, affidavits, power of attorney forms, and evidence packets—many of which had been prepared for upcoming hearings—were soaked in a mixture of cleaning chemicals, a morning cup of coffee,

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expired food, and personal-care liquids and toiletries. This was not incidental damage; it was a malicious act carried out with knowledge of Plaintiff's active litigation status.

Keisha Norris was fully aware that Plaintiff was an active litigant in both state and federal court proceedings, where she herself was named as a party. Despite that, or perhaps because of it, the most heavily damaged and unsalvageable items were Plaintiff's legal documents, which some were rendered unreadable, unsanitary, unusable, or destroyed by long sitting in liquid products inside the black bags. The destruction of these materials constitutes an interference with access to court and obstruction of justice.

3. Deputy Misconduct, Pattern of Retaliation, and Evidence of Collusion

The same sheriff's deputy involved in the October 16, 2025, incident—Deputy Phillip Easler—had already been the subject of formal complaints submitted to the Spartanburg County Interim Sheriff between August 23 and August 27, 2025. Those filings requested an internal investigation into why members of the Sheriff's Office appeared to act as a personal enforcement arm for the lessor in the Plaintiff's civil matter, rather than as neutral officers of the court.

The reports noted that Deputy Easler had personally served the Plaintiff with a court summons around August 25–27, 2025, which coincided with the appearance of an unmarked police vehicle at the lessor's office—an event that occurred at the same time the lessor received notice that the Plaintiff's case had been transferred to the Court of Common Pleas. This convergence of events raised substantial concern regarding coordination between the lessor and law enforcement in anticipation of ongoing litigation.

As part of that prior communication, the Plaintiff made it explicitly clear that this particular deputy had displayed patterns of misconduct and should not be dispatched to her residence in the future. That documentation outlined the Plaintiff's capacity to contract, her role in multiple legal proceedings, and her demand that neutral officers be deployed in any future matters to avoid bias or retaliation.

When the Plaintiff renewed her concerns in correspondence dated around September 4, 2025, the Sheriff's Department again failed to ensure that a neutral deputy would be dispatched for future civil interactions, despite the oppressive and intimidating tactics previously displayed by Deputy Easler. Those tactics included verbal hostility and personal remarks made under his breath such

as "Done playing games," which demonstrated that his actions were motivated by personal bias and retaliatory intent—not by lawful dispatch or departmental instruction.

Accordingly, by the time of the October 16, 2025 incident, the Sheriff's Office had actual notice that Deputy Easler's conduct was under scrutiny and that his involvement posed a conflict of interest. Nevertheless, he was again dispatched—directly to the Plaintiff's leasehold property—where his behavior showed clear bias and escalation rather than neutrality. The Plaintiff questions whether this decision reflects a failure of internal controls, or worse, a willful circumvention of sheriff protocol in order to aid in the lessor's self-help eviction. Law enforcement officers, especially those under a county sheriff, are sworn to act in the interest of the public, not in personal or collusive relationships formed with private lessor's during their duties.

Deputy Easler's immediate alignment with the other deputy, identified as Steve, was evident upon arrival. Instead of approaching neutrally, Deputy Easler walked up to the Plaintiff aggressively, stating that there was nothing she needed to say to him. His tone and demeanor were unnecessarily hostile, given that the matter stemmed from a landlord-tenant dispute, not a criminal event. His visible aggression, dismissive attitude, and attempts to silence the Plaintiff as she tried to explain that the actions were unlawful and performed in error reflected intimidation rather than law enforcement.

When the Plaintiff attempted to contact the Court of Appeals for clarification and offered to let him speak directly with a court representative, Deputy Easler's aggression escalated—he raised his voice, interrupted repeatedly, and asserted that there was "no one for him to talk to" and "nothing for her to say." Only after the Court of Appeals representative spoke calmly with him did his tone briefly de-escalate, showing that his earlier conduct had been fueled by bias rather than procedure.

These facts demonstrate a pattern of retaliation, selective deployment, and administrative negligence. The Plaintiff therefore requests the preservation and production of all dispatch records, call logs, and body-camera footage associated with Deputy Phillip Easler's involvement in the August–October 2025 events, including the October 16, 2025 encounter.

CLERK OF COURT
SPANISH GRASS COUNTY
1007 W. 11th
TULSA, OK 74103

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4. Collusion Across Magistrate and Law Enforcement

The same actors have now been involved across multiple retaliatory events, even after being formally reported to:

- Judicial Ethics Committee
- Office of Disciplinary Counsel
- Interim Sheriff of Spartanburg County

On October 13, 2025, Magistrate Matthew Skinner signed the writ of ejectment that had been prepared for execution by Deputy Phillip Easter. That same day, the Spartanburg County Sheriff's Department received actual notice that an appellate stay order was pending before the South Carolina Court of Appeals. However, on the following day—October 14, 2025—both Magistrate Skinner and the Magistrate Court Clerk of Region 2 received direct notice of the appellate stay order officially issued by the South Carolina Court of Appeals. That stay order was physically delivered and attached directly to the writ itself, confirming that enforcement was prohibited pending appellate review.

Yet the eviction proceeded with no recorded follow-up orders, no supplemental judicial authorization, and no lawful notice of execution. The absence of any new order between October 14 and October 16 raises a critical procedural question: How was an eviction matter processed and carried out after a stay had been entered, with no lawful re-issuance or judicial directive? Such a sequence can only be explained by coordinated disregard among the Magistrate's Office, law enforcement, and the lessor—amounting to collusion under color of law.

Despite these formal reports, Magistrate Matthew Skinner continues to preside over matters involving this Plaintiff, issuing repeated ejectments under commercial statutes in residential zones—bypassing tenant rights and fast-tracking removals for known lessors, including Keisha Norris. This pattern is alarming and demands judicial review. The Plaintiff contends this constitutes a closed loop of abuse, with tenant protections systematically denied.

These repeated violations of the separation between judicial, law-enforcement, and private-lessor functions create an unmistakable appearance of systemic bias and abuse of process, warranting immediate judicial review and remedial oversight.

5. Ongoing Irreparable Harm

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FILED

Plaintiff and her daughters were left without:

- Access to essential household items, hygiene products, and food
- Protection of legal rights and records
- Emotional and physical stability

Plaintiff's daughters continue to experience emotional distress and unstable living conditions as a result of this incident, which also jeopardizes their daily welfare and safety.

The impact is devastating: minors awoke next day without hygiene essentials, the home no longer feels safe or inhabitable, and the Plaintiff has been left without recourse to conduct active litigation due to document loss. This is a matter of public safety, judicial integrity, and tenant protections.

Preservation and Discovery Clause

Plaintiff further requests that the Court compel the Defendant to identify, preserve, and return any and all property, documents, or materials belonging to the Plaintiff that may remain in the Defendant's possession, custody, or control — including items not yet specifically identified or discovered by the Plaintiff at this time. This includes, but is not limited to, mail, personal effects, legal records, digital storage devices, and household items that may have been withheld, removed, or misplaced during the unlawful lockout. Plaintiff expressly reserves the right to supplement this request should additional missing property or evidence come to light.

Reservation of Rights to Amend

Plaintiff expressly reserves the right to amend, supplement, or expand this Petition for Temporary Restraining Order as necessary, including but not limited to the inclusion of additional facts, exhibits, or forms of relief, should new evidence emerge or ongoing harm escalate. This request is being timely filed in light of active, continuing, and irreparable harm, which appears to be enabled or aggravated by circumvention of proper procedural safeguards.

WHEREFORE, Plaintiff respectfully prays that this Honorable Court:

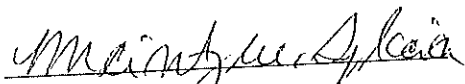
1. Issue a Temporary Restraining Order enjoining any further lockout, property disposal, or interference;
2. Compel a Rule to Show Cause Hearing to investigate the misconduct of the landlord, deputy, and magistrate;

CLERK OF COURT
SPRINGFIELD COUNTY
2025 OCT 20 PM 4:37

FILED

3. Order the preservation of surveillance and body cam footage.
4. Order the retrieval and return of all discarded legal documents.
5. Enjoin any further acts of intimidation, retaliation, or collusion by known parties;
6. Order immediate access for Plaintiff to inspect and photograph all retained property or items left in landlord's possession, under supervision if necessary.
7. Grant any such other relief as is just and proper.

Respectfully submitted,


McIntyre, Sylecia

Agent on behalf of Principal Sylecia McIntyre
1855 E. Main Street
Spartanburg, South Carolina 29307
Phone: (864) 788-3274
Date: October 18, 2025

CLERK OF COURT
SPARTANBURG COUNTY
2025 OCT 20 PM 4:37

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VOLUNTARY STATEMENT

PAGE | of |

CASE # 2510 0783

AGE: 33

DATE: 10/17/25

NAME: McEntyre, Sylecia

ADDRESS: 1885 E. Main St. STE K1-219 Spartanburg SC. 29301

PHONE # 703-662-8281

DOB: 7/21/92

SSN:

accident happened at 925 Wesley Court Building Springs, SC. 29301
 On October 16, 2023 Keisha Morris went inside my home between the hours of 8:13am to 11:30am and forced entry as well as damaged all of my belongings. While she gave an illusion of a "Self help" eviction she maliciously destroyed my personal documents, keepsake clothes by placing critical documents such as money orders, toothbrushes, clothes and other personal items inside Big Black trash bags w/ open containers of food, open cleaning supplies. Some of the documents including my baptismal records looked "disenfranchised" clothes were returned ruined, my w/ oil & other full cups of fluid such as my morning coffee left on the counter tossed inside a bag w/ my daughter's school pictures \$2,363 worth of money orders from Walmart destroyed in bags containing open & open cleaning products. All that property was returned, it is so damaged, & most items are irreplaceable.

I have read this statement consisting of 1 page(s), and I swear that the statement that I have just given is the truth, the whole truth nothing but the truth, so help me God. I also swear this statement was given freely and voluntarily and I have received a copy of my statement.

This statement was completed at 0819 (A.M. / P.M. on the 17th day of October, 2025
 TIME CIRCLE ONE DAY MONTH

WITNESS: [Signature] 4031

SWORN to before me this 17th day of October, 2025.

Signature of person giving voluntary statement

2025 OCT 20 PM 4:37

FILED

Notary Public of South Carolina

My Commission expires: _____

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

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

v.

Westwood Townhomes,
Defendant

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I have this day served a true and correct copy of the following document

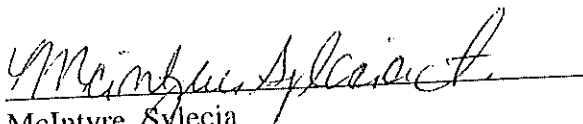
- Emergency Motion for Temporary Restraining Order and Rule to Show Cause
- Affidavit in Support of Motion for Temporary Restraining Order

These documents were filed in the Court of Common Pleas on October 20, 2025, and a true copy of each was deposited into the custody of the United States Postal Service, properly addressed and with sufficient postage for delivery by regular mail to:

Ross Plyler, Esq.
Cassidy Coates Price, P.A.
P.O. Box 10529
Greenville, South Carolina 29603

This service is made in compliance with the South Carolina Rules of Civil Procedure.

Respectfully submitted,



McIntyre, Sylecia
Agent on behalf of Principal Sylecia McIntyre

Date: October 20, 2025

2025 OCT 20 PM 4:38
CLERK OF COURT
SPARTANBURG COUNTY
SOUTH CAROLINA

CH 113

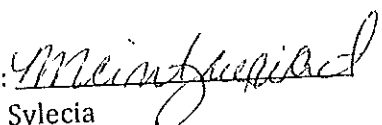
AFFIDAVIT OF FACT AND PRESERVATION OF DOCUMENTARY EVIDENCE
STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

I, McIntyre, Sylecia, acting as Agent on behalf of Principal Sylecia McIntyre, being duly sworn, do hereby affirm the following:

1. That I am the Plaintiff in the matter captioned McIntyre v. Westwood Townhomes, Case No. 2025-CP-42-04002, and I make this affidavit in support of the accompanying Emergency Motion for Temporary Restraining Order and Rule to Show Cause.
2. That the statements, events, dates, and timeframes described within the accompanying motion are true to the best of my knowledge, recollection, and documentation available at this time.
3. That due to the unlawful lockout and mishandling of property described in said motion, several legal and evidentiary documents were misplaced, disorganized, or exposed to chemical and liquid damage, resulting in partial loss of readability and order.
4. That I am presently engaged in a continuous process of recovering, drying, restoring, and reorganizing affected materials, which include but are not limited to court filings, affidavits, receipts, and appeal records.
5. That as restoration progresses, I reserve the right to supplement or amend filings to include additional evidence, certified copies, or corrected records as they are retrieved and restored to legible condition.
6. That all statements made herein and in the accompanying motion are made in good faith and under penalty of perjury, with the understanding that the loss and disorganization of certain documents were a direct result of the defendant's and associated parties' actions during the unlawful entry and lockout.

FURTHER AFFIANT SAYETH NAUGHT.

Signature: 
McIntyre, Sylecia
Agent on behalf of Principal Sylecia McIntyre
1855 E. Main Street
Spartanburg, SC 29307
Phone: (864) 788-3274
Date: October 19, 2025

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the Emergency Motion for Temporary Restraining Order and Rule to Show Cause, together with the supporting Affidavit and related filings, by depositing the same in the United States Mail, first-class postage prepaid, properly addressed to:

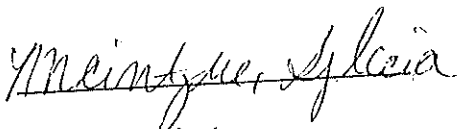
Ross Plyler, Esq.
Cassidy Coates Price, P.A.
P.O. Box 10529
Greenville, South Carolina 29603

And by depositing a true and correct copy in the United States Mail, postage prepaid, properly addressed to:

Spartanburg County Sheriff's Office
Attn: Civil Division / Interim Sheriff
8045 Howard Street
Spartanburg, South Carolina 29303

This 20th day of October, 2025.

Respectfully submitted,



McIntyre, Sylecia
Agent on behalf of Principal Sylecia McIntyre

Date: October 20, 2025

2025 OCT 20 PM 4:38
CLERK OF COURT
SPARTANBURG COUNTY
JAY W. COX

FILED

199

The South Carolina Court of Appeals

Sylecia McIntyre, Appellant,

v.

Westwood Town Homes, Respondent.

Appellate Case No. 2025-002087

ORDER

After careful consideration, Appellant's motion to stay the eviction is temporarily granted. We remand this case to the circuit court for an expedited hearing on Appellant's motion to stay and determination of any appeal bond. See S.C. Code Ann. § 27-40-800(f)(1) (2007) ("Upon appeal to the Supreme Court or to the court of appeals, it is sufficient to stay execution of a judgment for ejection that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered. The judge of the court having jurisdiction shall order stay of execution upon the undertaking."). Appellant shall provide this court with status updates every thirty days. Further, Appellant shall provide this court with a copy of the circuit court's order ruling on the motion to stay and request for appeal bond within ten days of receiving notice of the order. Appellant's failure to provide this court with status updates every thirty days or to provide this court with the circuit court's ruling within ten days of receiving notice of the order will result in dismissal of this appeal.

 J.
FOR THE COURT

Columbia, South Carolina
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

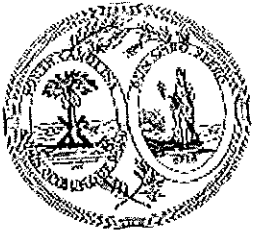
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Oct 13 2025

20

STATE OF
SOUTH CAROLINA



NOTICE OF MOTION SCHEDULING

October 22, 2025

Motion "MOFREE - Hearing" for Case: 2025CP4204002 - Sylecia McIntyre VS Westwood Town Homes has been added to the following Motions Roster:

1374 - NON-JURY MOTIONS/JUDGE COLE, JR

This hearing of this motion has been scheduled for 11/17/2025 at 2:30 PM.

The non-jury motions for Monday November 17, 2025, have posted on the judicial website. The hearings will be held in-person before the Honorable J. Derham Cole Jr., in courtroom 6B, on the sixth floor of the Spartanburg County Judicial Center located at 180 Magnolia Street Spartanburg SC 29306. All morning hearings will be held at 9:30 am and all afternoon hearings will be held at 2:30 pm. If you have any questions, please contact Toryia Massey, by email at tmassey@spartanburgcounty.org or by phone at 864-562-4425.

Mail Notice To:

Sylecia McIntyre
1855 E Main Street
Spartanburg, SC 29307

Court Info:

Common Pleas
Spartanburg County
P O Box 3483
Spartanburg, SC 29304-9304

If you have any questions regarding the scheduling of this motion, please contact the courts at:
(864)596-2591

Respectfully,
Amy Cox
Clerk of Court

201

STATE OF
SOUTH CAROLINA



NOTICE OF MOTION SCHEDULING

October 22, 2025

Motion "MOFREE - Motion to Expedite emergency temporary restraining order hea" for Case: 2025CP4204002 - Sylecia McIntyre VS Westwood Town Homes has been added to the following Motions Roster:

1374 - NON-JURY MOTIONS/JUDGE COLE, JR

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Mail Notice To:

Sylecia McIntyre
1855 E Main Street
Spartanburg, SC 29307

Court Info:

Common Pleas
Spartanburg County
P O Box 3483
Spartanburg, SC 29304-9304

If you have any questions regarding the scheduling of this motion, please contact the courts at:
(864)596-2591

Respectfully,
Amy Cox
Clerk of Court

262

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

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

Westwood Townhomes, Defendant

Case: 2025-CP-42-04002

JUDICIAL NOTICE OF STATUTORY CLASSIFICATION

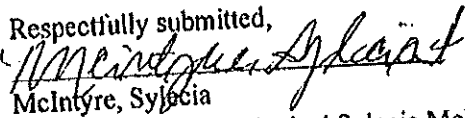
To the Clerk and Assigned Judge:

The undersigned gives judicial notice that S.C. Code § 27-37 (Ejectment) has been repeatedly and improperly applied to the above-captioned case. This classification error persists despite written notices, court filings, and appellate directives referencing S.C. Code § 27-40 (Residential Landlord and Tenant Act) as the correct statutory framework.

Both the Circuit and Appellate Courts have been notified of the proper statute. Despite this, all lower court and enforcement actions—including civil orders, Sheriff's removals, and legal filings—have continued under § 27-37, violating the residential protections afforded under § 27-40.

This Notice is made part of the official record to preserve appellate rights and to make clear that all parties, including opposing counsel and court officers, were duly informed prior to any judgment or administrative act.

Respectfully submitted,


McIntyre, Sylecia

Agent on behalf of Principal Sylecia McIntyre

[REDACTED]
Spartanburg, South Carolina 29307

Phone: [REDACTED]

Date: October 22, 2025

2025 OCT 22 PM 3:25
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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203

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

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

v.

Westwood Townhomes, Defendant

Case no: 2025-CP-42-04002

Date: October 22, 2025

**JUDICIAL NOTICE AND REQUEST FOR ADMINISTRATIVE
REVIEW AND REASSIGNMENT**

To the Honorable Chief Administrative Judge of the Seventh Judicial Circuit:

The undersigned respectfully submits this judicial notice and request, arising from a pattern of procedural mishandling and inter-agency disregard that now implicates multiple pillar agencies of Spartanburg County, including:

- The Magistrate Court (Region 2)
- The Spartanburg County Sheriff's Civil Division
- The Court of Common Pleas

This matter has become a high-stakes case involving documented failures by institutions expected to exercise the highest standards of due process, neutrality, and statutory accuracy. The missteps in this case cannot reasonably be dismissed as clerical or isolated errors, especially when each office was properly and timely notified, in writing, of the correct statutory framework under S.C. Code § 27-40—yet all continued to act under § 27-37.

Even counsel for the Defendant, through Cassidy Coates Izlar LLC and Attorney Ross Plyler, has continued to cite § 27-37 in active filings—after judicial notice was filed. The Court of Appeals granted a stay based on § 27-40 jurisdiction; the error was visible to the Court of Appeals in one day and was corrected- a non-local Court.

This continued misapplication of law, after formal correction, is not only administratively suspect but potentially constructive fraud on the Court and a denial of fundamental due process.

Attorney Plyler filed a Notice of Appearance on October 8, 2025, the day before a bond hearing held on October 9, 2025. No opportunity existed for Plaintiff to properly serve or discuss the matter with counsel prior to that hearing.

2025 OCT 22 PM 3:25
CLERK OF COURT
SPARTANBURG COUNTY
AILEY W. COX

FILED

Compounding the issue is the conduct of the Circuit Court. At the hearing, the Circuit Court failed to address a pending Motion to Reconsider Bond and instead pressed the Plaintiff with rapid, dismissive questioning, including demands to verify a payment that had not been processed by the Clerk at the time of filing.

Despite a stay order from the Court of Appeals, a self-help eviction was carried out on October 16, 2025, during which original case materials and orders—including the appellate directive itself—were removed or lost. As of October 22, 2025, the Circuit Court has not set a prompt hearing date as Ordered by the Court of Appeals or issued a ruling on the Plaintiff's Emergency Temporary Restraining Order due to Irreparable Harm and Rule to Show Cause, further compounding the appearance of systemic negligence.

Formal Requests:

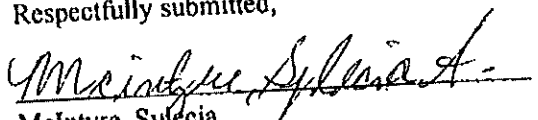
1. A written explanation from the Circuit Court detailing why § 27-37 continues to govern the proceedings, despite notice and appellate intervention regarding § 27-40.
2. Clarification as to why no hearing or ruling has been made on the Emergency Temporary Restraining Order—despite documentation of irreparable harm and pending judicial review.
3. Administrative reassignment of this case to a different Circuit Court judge to preserve judicial neutrality and avoid further compounding of institutional error.
4. Supervisory review of inter-agency coordination, specifically examining the conduct of the Magistrate Court (Region 2), the Sheriff's Office, and the Defendant's counsel, for potential collusion or systemic bias.

Final Consideration:

The undersigned does not raise these issues casually, yet when three separate county pillar agencies—each tasked with safeguarding the public's rights—simultaneously mishandle a single residential matter, it becomes reasonable to ask: How did every pillar agency fail to act under law, despite actual notice?

This pattern of disregard, dismissal, and deflection deserves administrative attention. The Plaintiff is simply requesting what any South Carolina agent should be entitled to: a fair process under the correct law. Filed based on status of record as of 10:30 AM; subsequent docket activity occurred post-signature.

Respectfully submitted,


McIntyre, Sylecia
Agent on behalf of Principal Sylecia McIntyre

29307

2025 OCT 22 PM 3:25
CLERK OF COURT
SPARTANBURG COUNTY
A. W. COX

FILED

20

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
SPARTANBURG COUNTY, SOUTH CAROLINA
Case no: 2025-CP-42-04002

Mcintyre, Sylecia; Petitioner

v.

Hon. Durham Cole, Jr., Circuit Court Judge, Respondent

And, Hon. Administrative Judge for the Seventh Judicial Circuit, Respondent

**NOTICE OF INTENT TO SEEK WRIT OF MANDAMUS FOR
JUDICIAL INCOMPETENCE AND STATUTORY
MISAPPLICATION**

2025 OCT 23 AM 9:47
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

GROUND FOR MANDAMUS

1. Advance Judicial Notice of Statutory Misapplication Ignored.

Petitioner placed the court on judicial notice in advance that this matter falls under S.C. Code Title 27, Chapter 40, specifically Section 27-40-800(D), governing landlord-tenant actions, and not under Title 27, Chapter 37, which applies only to summary ejectments. Respondent disregarded this and dismissed the case under Section 27-37-130—a statute applicable only to magistrates and not Circuit Court judges. The dismissal was outside of the judge's jurisdiction and fundamentally flawed.

2. October 9th Bond Reconsideration Hearing – Misapplied Statute and Jurisdictional Error

Respondent presided over a bond reconsideration hearing initiated by Petitioner under Title 27, Chapter 40, Section 800(D). However, during the hearing, Respondent applied S.C. Code § 27-37-130, a statute that does not authorize reconsideration of bond matters and has no application to residential lease disputes.

The Respondent granted the motion under the correct statute to allow the hearing but then adjudicated it under an unrelated, inapplicable provision. This demonstrates a lack of statutory comprehension and judicial incompetency.

During the hearing, Judge Cole repeatedly asked Petitioner, "Did you pay the bond?" despite the fact that the hearing was only triggered because the magistrate bond was taken and placed under appeal pursuant to Title 27-40-800(D). What makes this egregious is that Judge Cole approved the Title 27-40-800(D) motion for a bond reconsideration — then arrived at the hearing and dismissed the entire case under Title 27-37-130, a statute that applies only to magistrates.

His refusal to uphold the bond reconsideration hearing he approved under Title 27-40-800(D) — and his failure to properly hear the matter on its merits — not only compounds judicial incompetence, but also strongly evidences bias and supports the immediate request for his removal from the case.

Petitioner explained that the obligee had been paid directly, satisfying performance. Nonetheless, Judge Cole dismissed the case solely on the premise that Petitioner "did not pay the magistrate bond," a question irrelevant to his appellate role. The appellate circuit court has no statutory authority to enforce or collect undertakings from a lower magistrate court once jurisdiction is transferred.

Any bond obligation must be newly established under appellate authority. Judge Cole's insistence on interrogating a magistrate-level bond — without having set one himself — reflects not only a critical procedural failure, but a blatant display of judicial incompetence, overreach, and bias, justifying immediate removal.

3. Ignored Emergency Injunction Relief

Petitioner had filed a properly supported Emergency Temporary Restraining Order and an Injunction in Lieu of Bond. These filings requested immediate equitable relief based on irreparable harm and statutory entitlement to such relief under Title 27, Chapter 40.

The judge failed to hear the matter on its own merits and instead delayed urgent relief, attempting to schedule the Emergency Temporary Restraining Order for November 17 — the same date as a bond reconsideration — despite sworn affidavits showing document loss, irreparable harm, and obstruction of justice resulting from the lessor's illegal eviction after a stay order was already in place.

The scheduling of a TRO alongside a bond reconsideration not only violates the priority rules governing injunctive relief, but further highlights Respondent's statutory confusion and incapacity to manage equitable proceedings.

4. Prejudicial Bias and Procedural Misconduct

Opposing counsel failed to enter a proper appearance until the day before the hearing. Yet Respondent allowed their arguments to be heard and appeared to adopt their claims without proper scrutiny. Counsel incorrectly cited Title 27, Chapter 37 during proceedings. Petitioner's record of filings and documentation was dismissed as 'voluminous,' revealing a judicial bias against active pro se litigants who demonstrate procedural accountability.

FILED
OCT 23 AM 9:47
CLERK OF COURT
SALT LAKE COUNTY
JAY W. COX

RELIEF SOUGHT

Petitioner intends to file a Writ of Mandamus seeking:

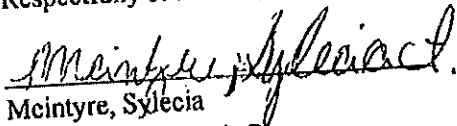
- Immediate reassignment of this matter to a competent judge with proper understanding of landlord-tenant law under Title 27, Chapter 40;
- Prompt calendaring and ruling on the Emergency Temporary Restraining Order before the weekend to prevent further harm or retaliation;
- A scheduled hearing for the Injunction in Lieu of Bond prior to any hearing on bond reconsideration, consistent with the South Carolina Rules of Civil Procedure;
- Transfer of venue, if necessary, to protect the integrity of the proceedings and ensure a fair forum.

NOTICE OF DELIVERY

This notice is respectfully submitted to the Clerk of the Court of Common Pleas, Spartanburg County, to inform the court of Petitioner's intent to pursue writ action and to offer one final opportunity for internal correction prior to escalation. An additional copy of this document has also been postmarked and sent by regular mail to the Respondent, Hon. Durham Cole, Jr., and the Hon. Administrative Judge of the Seventh Judicial Circuit to fulfill the obligation of service prior to initiating proceedings before the South Carolina Supreme Court.

Dated: October 23, 2025

Respectfully submitted,



McIntyre, Sylecia
Petitioner, In Propria Persona


Spartanburg, SC 29307


2025 OCT 23 AM 9:47
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Case No.: 2025-CP-42-04002

McIntyre, Sylecia T., Agent
On behalf of Principal Sylecia McIntyre,
Movant,

v.

Westwood Townhomes

MEMORANDUM IN SUPPORT OF MOTION TO SUPPRESS BOND
(And to Return Unearned Income and Preserve Statutory Right of Possession)

INTRODUCTION

This Memorandum is submitted in support of the Movant's Motion to Suppress Bond and to return unearned income and prepaid interest under S.C. Code § 27-40-410 and 27-40-340. Movant seeks to preserve the statutory right to possession and correct the record regarding full and faithful performance under the leasehold estate.

Movant acts in the capacity of Agent for Principal Sylecia McIntyre. All notices, instructions, and lawful tenders were submitted in good faith, with escrow directions and revocation of assumed authority properly served. This dispute arises from Respondents' failure to perform duties under the South Carolina Residential Landlord-Tenant Act, including refusal to produce ledgers, mishandling of third-party subsidies, and suppression of escrow accounting tied to the leasehold interest.

PROCEDURAL HISTORY

This matter originated in June 2025. Movant issued repeated notices and submitted affidavits regarding accounting discrepancies, utility offsets, and treatment of prepaid balances under Section 29 of the lease. A Durable Power of Attorney and fiduciary appointment were served. Respondents failed to rebut or correct the record.

Despite formal grievance procedures and lawful tender from July through October, Respondents refused to produce itemized ledgers or acknowledge third-party subsidies.

FILED

Movant also reported refrigerator failure and spoiled food in August; no repair or lease offset was made.

In September, Respondents entered the leasehold estate during active litigation without notice, in violation of S.C. Code § 27-40-530. Movant's filings remain un rebutted. Silence constitutes breach of statutory duty and grounds for suppression of bond and return of unearned income.

STATEMENT OF ISSUES

1. Whether a bond is proper under S.C. Code § 27-40-410 when no verified ledger was produced after multiple written requests from June through October 2025
2. Whether the landlord's failure to produce ledgers, receipts, or account records after each monthly tender constitutes breach of fiduciary duty and violation of the South Carolina Residential Landlord-Tenant Act.
3. Whether retention of negotiable instruments without deposit, acknowledgment, or forwarding to First Citizens Bank (as named in the lease) constitutes constructive fraud and unjust enrichment.
4. Whether the landlord's verbal admission of applying a utility subsidy—while refusing to apply the subsidy to utilities and instead stating it would be applied to rent—constitutes federal subsidy misrepresentation.
5. Whether the landlord's refusal to maintain habitability—including failure to repair a refrigerator after receiving notice of its condition and notice of spoiled food resulting from it—while continuing to demand rent, constitutes bad faith under the South Carolina Residential Landlord-Tenant Act (S.C. Code § 27-40-440).
6. Whether Movant's right to possession remains intact under S.C. Code § 27-40-410(B), which prohibits landlords from withholding property when an accounting ledger is not furnished within 30 days of possession, termination or at demand.

STATEMENT OF FACTS

Movant tendered full and faithful performance from the outset, including lawful payment instruments and fiduciary instructions in accordance with the lease and the South Carolina Residential Landlord-Tenant Act. These tenders qualify as performance under § 27-40-410 and were supported by clear escrow instructions.

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At lease signing, the landlord verbally confirmed a \$150 monthly utility subsidy was applied on Movant's behalf. However, this subsidy was never reflected in any ledger. Instead, the landlord applied it toward rent and refused to furnish a verified escrow ledger, despite multiple written demands.

Movant submitted over a dozen notices between June and October 2025, including a notice of a broken refrigerator and spoiled food. The refrigerator was never repaired, and no rent offset or remedy was provided. Nonetheless, performance was still tendered in full faith.

Respondents retained negotiable instruments without deposit, failed to issue receipts, and refused to segregate trust property as required under the South Carolina Residential Landlord-Tenant Act's statutory obligations and fiduciary duty. At hearing, Respondents submitted a falsified ledger that omitted escrow account identity, violating trust accounting norms.

To date, no rebuttal or verified accounting has been provided. Silence constitutes acquiescence and breach of statutory and fiduciary obligations under S.C. Code § 27-40-410. Movant reserves all rights to pursue treble damages for failure to perform trust duties and refusal to return prepaid sums.

Respondents have issued no response, rebuttal, or acknowledgment of any notices or tenders submitted since June, July, August, September, and October of 2025.

LEGAL BASIS

S.C. Code § 27-40-410: Requires landlords to return prepaid rent and itemized deposits within 30 days or face triple damages. Respondents failed to comply.

S.C. Code § 27-40-340: Forbids the separation of rent from obligations to maintain the property. Rent received must align with performance.

S.C. Code § 27-40-330: Prohibits landlords from requiring tenants to waive rights or remedies.

S.C. Code § 27-40-420: Requires the maintenance of trust accounts for funds held on behalf of tenants.

Movant submitted lawful tenders, appointed fiduciaries, and acted under valid agency authority. No response, objection, or accounting was received, satisfying performance and nullifying any ongoing obligation to furnish bond or utility payments.

RELIEF REQUESTED

Movant respectfully requests this Court:

AMY W. COX
SPARTANBURG COUNTY
CLERK OF COURT

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1. Suppress any bond requirement or utility payment order until Respondents meet their obligations under S.C. Code Title 27.

2. Order production within three (3) days of:

- A verified ledger from lease inception;
- Bank account identifiers for tenant trust funds;
- Utility billing breakdowns and USDA/subsidy documentation;
- Proof of handling, separation, or return of funds pursuant to § 27-40-410(A)-(C).

3. If Respondents fail to comply, then:

- Enter a default judgment in favor of Movant;
- Order return of unearned income, escrowed, or improperly retained funds;
- Grant equitable relief preserving Movant's statutory right to possession.

CONCLUSION

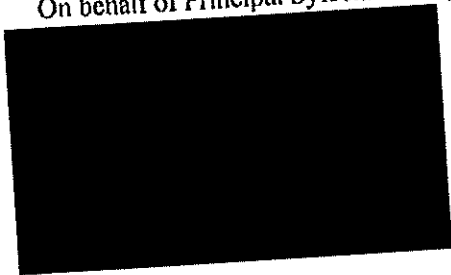
All filings have been made in good faith under fiduciary duty. The record reflects a lawful discharge of obligation, unrefuted by the opposing party. Under South Carolina law, bond suppression is appropriate, and possession must be preserved pending full accounting.

Respectfully submitted,

Sylecia T. McIntyre

McIntyre, Sylecia T., Agent

On behalf of Principal Sylecia McIntyre



FILED
2025 NOV -7 PM 4: 58
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**

AFFIDAVIT OF PERFORMANCE

Executed this 7th day of November, 2025

I, Sylecia McIntyre, affiant, declare under penalty of perjury that the following facts are true and correct to the best of my knowledge and belief:

1. Immediately following possession of the leasehold premises in June 2025, I issued written redress pursuant to the grievance procedure outlined in the lease and in accordance with S.C. Code Ann. § 27-40-130, which governs the right to seek action as it pertains to setoff within the realm of agency and principal. My correspondence on or about June 13, 2025 instructed how future payments would be lawfully tendered and included claims of interest, notice of adjustment to the utility obligations, and instructions for handling the security deposit in accordance with statutory trust requirements.
2. The landlord failed to rebut these instructions, accepted the instruments, and retained possession of funds, thereby acquiescing to the terms by performance. Under S.C. Code § 27-40-410, a landlord must maintain and account for a separate trust or escrow ledger for any prepaid amounts, including deposits or rent equivalents, which the Respondents failed to do.
3. A twelve-month tender of payment was submitted to cover the lease term in full and was never rebutted. In the absence of a timely objection or itemized accounting, monthly tenders were then issued for the months of June, July, August, September, and October 2025, with each accompanied by supporting documentation.
4. These tenders were not merely symbolic or gratuitous, but part of a full-faith tender of performance, backed by instructions consistent with governing law, including presentment rules and interest-based accounting principles under the South Carolina Residential Landlord and Tenant Act.

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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FILED

5. In addition to the monthly submissions, the following un rebutted notices and instruments were sent by certified mail and included in the evidentiary record:

Affidavit of Claim to Interest and Performance

Revocation of Assumed Power of Attorney

Fiduciary Appointment and Form 56 (IRS)

Affidavit of Acquiescence

Affidavit of Default for Failure to Respond

Notice of Claim, Setoff, and Escrow Correction

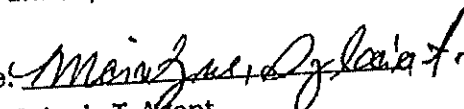
Photographs evidencing lack of habitability and property damage

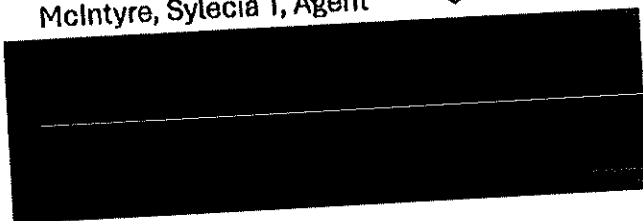
Proof of service and certified mail receipts from June through October

6. The full ledger requested under S.C. Code § 27-40-410(B) was never produced, despite repeated demand. Said ledger should reflect any amounts held in trust at First Citizens Bank, Columbia, which was designated as the institution on the face of the lease for security deposit handling. As no separate accounting was provided and no denial of the tenders occurred, the record supports a presumption of acceptance and consent by acquiescence.

7. I affirm that all actions taken were in the capacity of agent for the principal, and that performance under this leasehold agreement included timely notice, proper documentation, lawful presentment, and fulfillment of all obligations through setoff and prepayment under color of law.

Executed under penalty of perjury and the laws of South Carolina this 7th day of November, 2025.

Signature: 
McIntyre, Sylecia T, Agent



AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
2025 NOV - 7 PM 4: 57

FILED

21

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

AFFIDAVIT OF IN-CAMERA REVIEW

(In Support of Tender of Payment, Fiduciary Notices, and Evidentiary Review)

I, McIntyre, Sylecia T in the capacity of Agent on behalf of Principal Sylecia McIntyre, being duly sworn (without notary) and affirming under penalty of perjury, do hereby state the following:

1. I am the Movant in the above-captioned matter and submit this affidavit to support a request for in-camera review of documentation material to the pending Motion to Suppress Bond, the Motion to Return Unearned Income, and to preserve statutory rights of possession under South Carolina Code §§ 27-40-410 and 27-40-340.

2. Between June 2025 and October 2025, I submitted a lawful tender of payment for each respective month. These tenders were supported by mailed notices, exhibits, and instruments which together reflect a 12-month continuity of lawful effort, including offsets and application of interests pursuant to South Carolina leasehold statutes.

3. The records available for in-camera review include, but are not limited to:
12-month tender record, including instruments and supporting payment documents from June through October 2025;

Affidavit of Claim to Interest, asserting proprietary rights based on prior tender, secured interest, and application instructions;

Affidavit of Tender and Affidavit of Performance, demonstrating active compliance, equitable performance, and timely delivery of instruments;

Affidavit of Acquiescence, submitted after failure of Respondents to rebut, correct, or object to terms, notice, or fiduciary appointment;

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Affidavit of Default and Refusal to Respond, documenting prolonged silence and failure to cure after formal fiduciary notice, revocation of assumed agency, and demand for segregated ledgers;

Revocation of Assumed Power of Attorney, dated June 24, 2025;

Appointment of Fiduciary, accompanied by IRS Form 56, establishing fiduciary oversight and placing CAHEC Management and its agents on notice;

Full-color photo documentation of damages to the leased premises, including unsanitary food loss due to refrigerator failure and other unresolved issues;

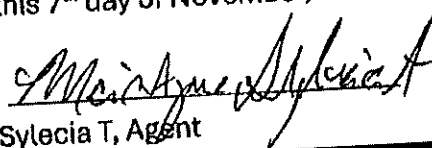
Return mail receipts, certified green cards, and all supporting exhibits previously mailed or prepared for service.

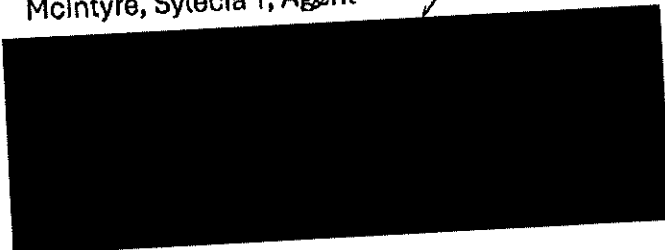
4. These materials were prepared in real-time and served with proper captioning and formatting, constituting lawful notice and presentment. Respondents' failure to respond, correct, or rebut the contents of said affidavits affirms their standing in default.

5. I respectfully request the Court to conduct an in-camera review of the above materials to confirm the legitimacy of claims, adequacy of tender, and statutory basis for suppression of bond and return of unearned income.

FURTHER AFFIANT SAYETH NAUGHT.

Executed this 7th day of November, 2025.

Signature: 
McIntyre, Sylecia T, Agent



CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

2025 NOV -7 PM 4: 57

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2

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

Mcintyre, Sylecia Agent

Plaintiff,

vs.

Westwood Townhomes

Defendant.

IN THE COURT OF COMMON PLEAS
7 JUDICIAL CIRCUIT

CASE NO.: 2025 -CP- 42 - 04002

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: <u>Mcintyre, Sylecia</u> , Bar No. <u>Pro Se</u> Address: 		Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax: _____ 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: <u>Motion To Compel Sworn Affidavit</u> Estimated Time Needed: _____ 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.			
Signature of Attorney for ☒ Plaintiff / ☐ Defendant <u>Mcintyre, Sylecia</u> Pro Se		Date submitted <u>November 14, 2025</u>	
SECTION III: Motion Fee			
☐ PAID - AMOUNT: \$ _____ ☒ EXEMPT: (check reason) 2025 NOV 14 PM 4:44 FILED CLERK OF COURT SPARTANBURG COUNTY AMY W. COX		2025 NOV 14 PM 5:31 FILED CLERK OF COURT SPARTANBURG COUNTY AMY W. COX	
☐ 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, Sec. 15-78-10) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instruction Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION		CLERK'S VERIFICATION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____, 20__	
Collected by: _____		Date Filed: _____, 20__	
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

**STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG
IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT**

CASE NO: 2025-CP-42-04002

McIntyre, Sylecia , Agent,

Plaintiff,

v.

Westwood Townhomes

Defendant.

MOTION TO COMPEL VERIFIED AFFIDAVIT AND SWORN RESPONSE

[THREE-DAY RESPONSE DEADLINE]

NOW COMES the Plaintiff, by and through her agent, and respectfully moves this Honorable Court to compel the Defendant to provide a Verified Affidavit under oath in response to the Plaintiff's prior lawful notices and instruments, and further shows:

1. That on or about June 13, 2025, Plaintiff submitted initial written instructions, redress notice, and a Tender of Payment covering a 12-month lease period, invoking rights under the South Carolina Residential Landlord-Tenant Act and associated grievance procedures.
2. That Plaintiff subsequently issued lawful documents and notices to the Defendant, including:

Affidavit of Performance

Affidavit of Tender of Payment (for June, July, August, September, and October)

Affidavit of Revocation of Assumed Power of Attorney

Appointment of Fiduciary (IRS Form 56)

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
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Affidavit of Acquiescence

Affidavit of Non-Response / Dishonor

Supporting photos and grievance-based redress communications

3. That Defendant accepted said notices and documentation via certified mailing, but failed to issue any sworn, verified response disputing the facts or claims made.
4. That under S.C. Code Ann. § 27-40-410, and general principles of equity, agency, and performance, Plaintiff requests this Court compel Defendant to issue a sworn affidavit verifying:

Receipt of all documents and tenders referenced above;

Agreement or disagreement with the instructions enclosed therein;

Disclosure of any escrow or security deposit accounts held;

Whether the Defendant contests or concedes the payment terms and amendments set forth by Plaintiff.

5. That failure to respond by sworn affidavit within three (3) calendar days of service shall be deemed:

Agreement to the facts and tenders presented;

Waiver of rebuttal;

A fiduciary default through silence and acquiescence.

WHEREFORE, Plaintiff prays this Court:

GRANT this Motion to Compel;

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY
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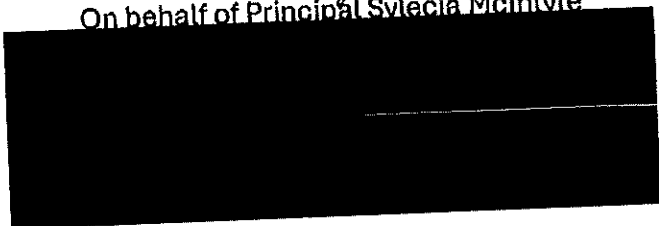
ORDER Defendant to issue a sworn, notarized affidavit within three (3) calendar days of service;

RECOGNIZE that failure to do so shall constitute admission by default and acceptance of the record;

GRANT any such further relief the Court deems just and equitable.

Respectfully submitted,
Executed this 7th day of November, 2025.

Signature: *McIntyre, Sylecia T.*
McIntyre, Sylecia T, Agent
On behalf of Principal Sylecia McIntyre



FILED
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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

Mcintyre, Sylecia Agent

Plaintiff,

vs.

Westwood Townhomes

Defendant.

IN THE COURT OF COMMON PLEAS
7 JUDICIAL CIRCUIT

CASE NO.: 2025 -CP- 42 - 04002

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:
Mcintyre, Sylecia, Bar No. Pro Se

Defendant's Attorney:

_____, Bar No. _____

Address: _____

Phone: _____ Fax _____

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 Suppress Bond

Court Reporter Needed: ☐ YES/ ☐ NO

Estimated Time Needed: _____

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 Pro Se
Signature of Attorney for ☒ Plaintiff / ☐ Defendant

November 14, 2025
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, SCRPC)
☐ 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: \$ _____

SCCA 233 (11/2003)

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SPARTANBURG COUNTY
AMY W. COX

CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Case No.: 2025-CP-42-04002

McIntyre, Sylecia t, Agent on behalf of Principal Sylecia McIntyre,
Movant,

v.

Westwood Townhomes, CAHEC Management, and Affiliates,
Respondents.

MOTION TO SUPPRESS BOND

(And Demand for Verified Ledger with 3-Day Show Cause Order)

NOW COMES the undersigned, appearing specially as Agent for the Principal, and respectfully moves this Honorable Court to issue the following relief:

1. Suppress any court-imposed bond requirement; and
2. Suppress any utility payment order or condition of occupancy,

on the following grounds:

FACTUAL BASIS & GROUNDS FOR RELIEF

1. Respondents have failed to produce a verified ledger, trust account identifiers, or itemized rent and utility statements as required under S.C. Code Ann. § 27-40-410 through § 27-40-420.
2. Movant has issued multiple formal notices since June 2025, including but not limited to:
 - Tender of payment with instruction for setoff,
 - Revocation of Assumed Power of Attorney,
 - Appointment of Fiduciary (IRS Form 56), and
 - Affidavit of Claim to Security Interest¹
3. Said tender explicitly instructed Respondents to apply the payment toward any claimed or assumed obligation on the account. As of this filing, no lawful rejection, no acknowledgment of receipt, and no valid denial has been received from Respondents.

¹ Under Generally Accepted Accounting Principles (GAAP), tenant security deposits held by landlords or property managers in financial institutions are often reclassified on internal ledgers as security collateral. This transformation grants the holder a temporary beneficial interest in the funds, which—absent explicit consent or disclosure—can constitute a fiduciary breach if the funds are not segregated or are pledged without authority. See, e.g., FASB ASC 840-20-25 and 12 U.S.C. § 1757(17). Movant's affidavit addresses the secured nature of this collateral under UCC Article 9.

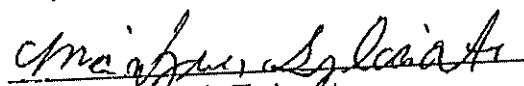
4. No deposit receipts, itemized ledgers, or account statements have been produced to show how payments were applied or why they were ignored. Respondents' silence constitutes acquiescence under South Carolina law and common fiduciary principles.
5. South Carolina does not prohibit the use of negotiable instruments as lawful means of tender, discharge, or settlement. Respondents failed to produce any legal or lawful basis to reject or dishonor the submitted instrument.
6. Movant signed all notices, tenders, and instruments in her capacity as agent, under ongoing fiduciary assignment and express authority on behalf of the Principal.
7. Instead, Respondents continued to pursue possession through ejectment procedures nearly five weeks after receiving fiduciary notices and being appointed to fiduciary roles with express duties to perform—indicating bad faith conduct and retaliatory intent.
8. To impose a bond under these conditions would unjustly reward nondisclosure, encourage accounting violations, and prejudice the Principal's legal position without any verified evidence from the opposing party.

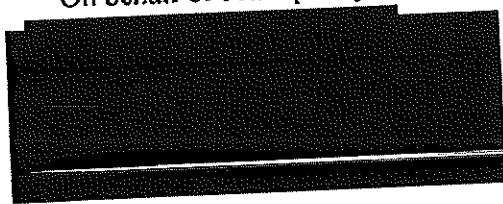
RELIEF REQUESTED

Movant respectfully prays that this Court:

- Suppress any bond requirement or utility payment order until Respondents comply fully with their statutory obligations under the South Carolina Residential Landlord-Tenant Act;
- Issue an Order to Show Cause within three (3) calendar days requiring Respondents to produce:
 - A verified ledger from lease inception;
 - Bank identifiers for all trust accounts allegedly holding tenant funds;
 - Utility and rent breakdowns, including USDA and subsidy offset documentation; and
 - Proof of separation and handling of funds pursuant to S.C. Code § 27-40-410(A)-(C);
- And if Respondents fail to comply within three (3) days, that the Court:
 - Enter a default judgment in favor of the Movant;
 - Order the return of unearned income and all escrowed or improperly retained funds; and
 - Grant any further equitable relief just and proper under law.

Respectfully submitted,


McIntyre, Sylecia T, Agent
On behalf of Principal Sylecia McIntyre



AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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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, Agent,
Movant,
v.
Westwood Townhomes,
Respondent.

NOTICE OF DEFAULT AND REQUEST FOR JUDGMENT

(Pursuant to Rule 55, South Carolina Rules of Civil Procedure)

Movant respectfully submits this Notice of Default and requests judgment be entered against the Respondent for failure to respond to duly served motions and filings previously submitted to this Honorable Court.

1. On or before November 11, 2025, Movant filed and served the following pleadings on Respondent and co-counsel Cassidy Coates:
 - Motion to Suppress Bond
 - Memorandum in Support of Motion to Suppress Bond
 - Motion to Compel Affidavit of Performance
 - Affidavit of Performance
 - Affidavit to Compel
 - Affidavit of In Camera Review

2. These documents were served via UPS, and delivery was confirmed to Cassidy Coates as co-counsel for Respondent on November 11, 2025. (See Exhibit A: UPS Proof of Delivery.)

3. As of the date of this filing, Respondent has failed to file any written answer, reply, objection, or responsive pleading in defense or opposition to the above motions.

4. This failure constitutes default under Rule 55(a), South Carolina Rules of Civil Procedure, as the opposing party has:

FILED

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

2025 NOV 14 PM 5:30
CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FILED

Failed to respond within the required time frame;
Failed to move for an extension;
Failed to otherwise defend against claims raised.

5. Movant now respectfully requests that this Honorable Court enter judgment in default as follows:

- Suppression of Bond Requirements
- Recognition of Affidavit of Performance as Prima Facie Evidence
- Return of Unearned Income, if applicable
- Recognition of Constructive Possession and Claim to Possession

Any further relief as this Court deems just and proper.

WHEREFORE, Movant requests the Court to acknowledge default, issue ruling in favor of Movant on the unopposed motions served, and enter judgment accordingly.

Respectfully submitted,

McIntyre, Sylecia
McIntyre, Sylecia, Agent



FILED

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

FOR DEPOSIT WITH THE CLERK

FILED

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	Civil Action No.: 2025-CP-42-04002
	)	
Sylecia McIntyre Agent on behalf of	)	
Principal Sylecia McIntyre,	)	
	)	MEMORANDUM ON MOTION TO STAY
Plaintiff,	)	and to DETERMINE AMOUNT OF BOND
	)	
vs.	)	
	)	
Westwood Townhomes,	)	
	)	
Defendants.	)	

COMES NOW, Westwood Town Homes ("Westwood") in response to the Order from the South Carolina Court of Appeals, dated October 13, 2025, regarding the motion to stay and motion to determine amount of appeal bond.

Factual and Procedural Background

This matter arises out of a Writ of Ejectment dated August 1, 2025 in Spartanburg County Magistrates Court Case Number 2025CV4210301403. The Magistrate Court found for Westwood and ruled Sylecia McIntyre ("McIntyre") failed to pay rent and that a writ of ejectment should be issued. On August 4, 2025, McIntyre filed the notice of civil appeal with the Court of Common Pleas.

The Magistrate Court then held a hearing on August 22, 2025 to set bond for the rent payments during the pendency of the appeal. By Order of August 22, 2025, the Magistrate Court set the bond at \$1,081.00, due to be posted by August 27, 2025. McIntyre filed a motion to reconsider the bond requirement. By Order of August 25, 2025, the Magistrate Court denied the motion to reconsider and reaffirmed that the bond to stay eviction would remain at \$1,081.00 and that McIntyre had to post the bond by August 27, 2025.

On August 27, 2025, the Magistrate Court issued another order denying McIntyre's motion to "recuse, vacate, and transfer" as unfounded. However, the Magistrate Court did postpone the deadline to post bond if McIntyre could provide medical records proving a medical procedure she claimed she had scheduled for August 27, 2025. On August 29, 2025, in response to McIntyre appearing at the Spartanburg Magistrate Court, the Magistrate Court issued another Order that stayed the ejectment pending review by the Court of Common Pleas and reversing all prior orders.

After a hearing on October 9, 2025, the Court of Common Pleas issued an order on October 10, 2025 dismissing McIntyre's appeal due to her failure to post the required appeal bond by the Magistrate Court's deadline. The Court also ruled that McIntyre's other motions were moot. On October 13, 2025, McIntyre filed a notice of appeal and a motion to stay the eviction with the South Carolina Court of Appeals. The Court of Appeals "temporarily" granted her motion to stay and remanded the matter to the Court of Common Pleas for an expedited hearing on the motion to stay and the determination of any appeal bond.

Stay of Execution only if Undertaking Made

The Court may only stay execution of a judgment for ejectment if a bond (or undertaking) is properly set and paid by McIntyre during the pendency of any appeal. "Upon appeal to the Supreme Court or to the court of appeals, it is sufficient to stay execution of a judgment for ejectment that the tenant sign an undertaking that he will pay to the landlord the amount of rent, determined by order of the judge of the circuit court, as it becomes due periodically after judgment was entered. The judge of the court having jurisdiction shall order stay of execution upon the undertaking." S.C. Code Ann. 27-40-800(f)(1).

McIntyre has not yet signed an undertaking consistent with the above statute which would warrant a stay. The Court must require McIntyre to sign such an undertaking to effect the stay, and

the amount of the undertaking should be the rent as outlined in the rental agreement between McIntyre and Westwood. According to the rental agreement, McIntyre's monthly rent is \$631.00 per month. The Magistrate Court established this same amount as the fair market value of rent, and McIntyre has acknowledged this rent amount in subsequent filings with the Court of Appeals.

In fact, McIntyre filed an "Affidavit of Bond Payment" in the Court of Appeals and affirmed that she tendered a total of \$2,343.00 to the Magistrate on October 13, 2025, representing four (4) rent payments of \$631.00 each for July, August, September, and October. While this payment of the bond was untimely and was only done after this Court dismissed her appeal for failure to pay the bond, Plaintiff has acknowledged and agreed that \$631.00 is the fair market value of her rent and the Courts should not modify that amount.

Westwood respectfully requests that if the Court stays execution of eviction, the Court should require McIntyre to sign an undertaking to pay the \$631.00 monthly rent to Westwood during the pendency of the appeal and confirm that if McIntyre fails to comply with the terms of the undertaking and fails to pay rent within five (5) days of the due date, any stay of execution of shall dissolve. Westwood also requests that the Court order the Magistrate to pay Westwood any funds McIntyre has paid into the Magistrate Court for the past rent.

Respectfully submitted,
CASSIDY COATES PRICE, PA

s/Ross B. Plyler
Ross B. Plyler (SC Bar #71688)
rplyler@cassidycoates.com
1052 North Church Street (29601)
Post Office Box 10529
Greenville, SC 29603
Tel: 864-349-2600
Fax: 864-349-0303

ATTORNEYS FOR DEFENDANT

November 14, 2025

**SOUTH CAROLINA
COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
SPARTANBURG COUNTY**

CASE NO.: 2025-CP-42-04002

PLAINTIFF-APPELLANT: McIntyre, Sylecia, Agent for Principal
DEFENDANT(S): Westwood Townhomes et al.

**OBJECTION TO CO-COUNSEL'S RESPONSIVE FILING
AND IMPROPER LEASE SUBMISSION**

COMES NOW the Movant, appearing specially and not generally, and hereby objects to the responsive filing submitted by opposing counsel, including the late-filed lease, on the following procedural grounds:

1. Filing Is Unverified and Lacks Proper Party Identity

The filing does not establish any legally registered Plaintiff.
The names "Westwood Townhomes," "Westwood Apartments," "Westwood Townhouses," and "CAHEC Management" appear interchangeably and none have been verified with:

No certificate of authority,
No business registration,
No sworn affidavit of capacity,
No proof of who the landlord actually is.
An unverified claimant cannot request bond enforcement.

2. Late Submission Cannot Cure Inception Errors

The lease was submitted after:

The Notice of Default,
Multiple unrebutted tenders,
Multiple notices of fiduciary appointment and revocation,
And after procedural misapplication was already raised.
The action was initiated under the wrong statute (§ 27-37 instead of § 27-40).
A late lease cannot cure jurisdictional defects created at inception.

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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3. Failure to Cure Prior Defaults

Movant issued documented notices on:

June 13,
June 25,
July 2,
August 5,
September 1,
October 1,

And each contained tender, instruction, and redress.

All were received, none were answered, none were cured.

The opposing party remains in continuing default, and the filing submitted now does not cure that.

4. No Ledger, No Affidavit, No Competent Evidence

No verified ledger was provided.

No affidavit establishing:

Who the landlord is,
Who maintains the account,
Where payments were to be made,
How rent was calculated,
Or what the actual balance was.

Without a verified claim, bond enforcement is procedurally improper.

5. Lease Filing Prejudices the Record

The lease filed confirms the very inconsistency the Movant raised:

Mismatching names,
Mismatching entities,
Mismatching authority,
Unclear roles,
And no lawful party identified.

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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A late exhibit that contradicts itself cannot be used to support a claim already unverified at inception.

The Court should give the filing no procedural weight.

REQUEST FOR RELIEF

Movant respectfully requests that this Court:

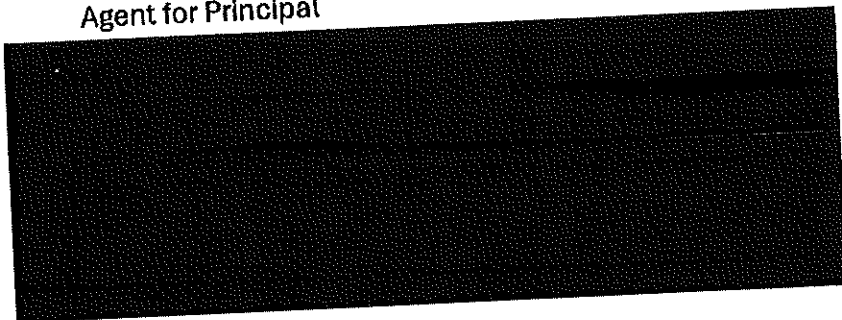
1. Strike or disregard the unverified responsive filing;
2. Confirm the opposing party remains in default;
3. Limit today's hearing strictly to procedural defects and statutory misapplication;
4. Preserve the Movant's rights to seek restitution and file further claims in the proper posture.

Respectfully submitted this 15 day November, 2025.

McIntyre, Sylecia A. Agent

McIntyre, Sylecia

Agent for Principal



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SPARTANBURG COUNTY
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**SOUTH CAROLINA
COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
SPARTANBURG COUNTY
CASE NO.: 2025-CP-42-04002**

PLAINTIFF-APPELLANT:
McIntyre, Sylecia Agent for Principal
DEFENDANT(S):
Westwood Townhomes

**SUPPLEMENT TO NOTICE OF DEFAULT
(Procedural Defect – Inception Error – Lack of Standing – Unverified Claim)**

COMES NOW the Movant, appearing specially and not generally, and submits this Supplement to the previously filed Notice of Default, and respectfully shows the Court the following:

1. INCEPTION ERROR – WRONG STATUTE, WRONG PROCEDURE

The underlying action was initiated and adjudicated under S.C. Code § 27-37, a statute governing commercial ejectment rather than residential landlord-tenant relations governed exclusively by S.C. Code § 27-40.

Because § 27-37 does not apply to residential leases, the case proceeded under an incorrect statutory scheme, creating a fatal procedural defect at inception. No bond requirement, writ, or enforcement action can be supported under an improper statute.

This is a jurisdictional and procedural error, not a merits issue.

2. NO VERIFIED CLAIM – NO LEDGER – NO COMPETENT EVIDENCE

Movant requested, repeatedly and in writing, a verified claim, ledger, and identity of the account holder responsible for receiving funds.

None was ever produced.

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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Thus, the responding party is in default, because the core claim of "nonpayment" remains unverified, unsupported, and unproven, despite months of requests and certified notices.

3. FAILURE TO REBUT PRIOR NOTICES – DEFAULT STANDS

Movant previously issued:

Multiple Ledger Requests (27-40-410; *within 30 days of possession*)

Fiduciary appointment notices

Revocation of assumed authority

Claim of right to statutory protections (*Deposit collateral Ledger, setoff, agent-principal*)

Multiple Tenders of Payment In Full Faith of SCLRTA

Instructions for Tender

Affidavit of Opportunity to Cure

Affidavit of Notice of Default by Agency

Certified mail lease grievance redress packets

All delivered and un rebutted.

Under South Carolina law and general rules of default, an un rebutted presentment stands as true when not answered.

Opposing party never rebutted, never cured, and never provided competent proof of claim.

The default therefore remains in full force.

4. LATE LEASE SUBMISSION DOES NOT CURE DEFAULT

Opposing counsel submitted a lease after the Movant's filings and after default conditions had already attached.

A late lease:

Does not establish standing,

Does not verify any claim,

Does not cure procedural defects,

Does not retroactively fix an inception error.

It is post-hoc, untimely, and legally insufficient.

5. STANDING STILL NOT PROVEN

The following remain unresolved:

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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"Westwood Townhomes" (eviction filing)
"Westwood Apartments" (lease)
"CAHEC Management" (notices)
"New Westwood Apartments" (tax roll)
No party has established who the actual landlord is under Rule 17(a).

No certificate of authority.
No business registration.
No sworn affidavit of authority.
No identification of the real party in interest.

Standing is not optional — and cannot be assumed.

6. PATTERN OF NON-ACCEPTANCE – EXHIBIT (JAMES MORGAN CASE)

Movant attaches as Exhibit A the publicly available filing of James Morgan, who reported that the same agent, Keisha Norris, similarly refused tender, resulting in wrongful proceedings.

This demonstrates:

A pattern of rejecting lawful payment,
A pattern of fiduciary non-performance,
A pattern of initiating defective claims,

And supports Movant's position that refusal occurred again here.

The default is therefore structural and ongoing, not isolated.

7. REQUEST FOR RELIEF

Movant respectfully requests that this Court:

1. Enter judgment in favor of Movant based on unrebutted default;
2. Strike or disregard the late-filed lease as post-hoc and non-curative;
3. Acknowledge the inception error under wrong statute (§ 27-37 instead of § 27-40);
4. Treat the underlying claim as unverified and unsupported;
5. Grant suppression of bond, as no verified claim exists to support one.

FILED

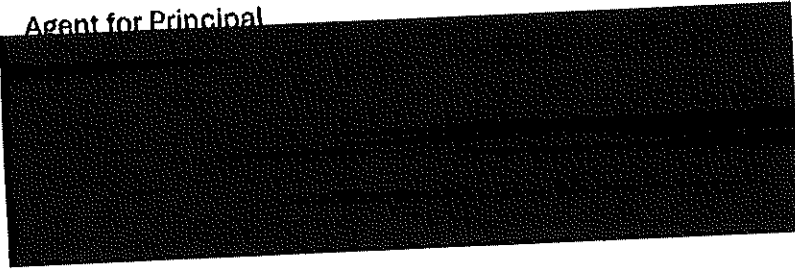
Movant preserves all remaining claims and rights for future action.

Respectfully submitted this 15th day of November, 2025.

McIntyre, Sylecia

McIntyre, Sylecia

Agent for Principal



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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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Exhibit A

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

The plaintiff/defendant (circle one), Morgan James hereby gives notice of appeal from the judgment of the magistrate 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 28 day of March, 2025.

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

I wasn't given proper recertification notice. I got a 30 day notice to recertify. I complied in a timely manner. Westwood stalled and prolonged information that was already provided. I came to pay my rent even tho I didn't have a job and normally my rent decreases instead it spiked. I didn't pay on my account I given every document. Kisha refused my rent on 3-10-2025 ordering me to bring it 2 hours prior. This isn't right now I only have 6 days to move.

Morgan James

CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

McIntyre, Sylecia Plaintiff,

vs.

Westwood Townhomes Defendant.

IN THE COURT OF COMMON PLEAS
11th JUDICIAL CIRCUIT

CASE NO.: 2025-CP-42-04002

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff's Attorney:

McIntyre, Sylecia, Bar No. pro Se

Defendant's Attorney:

_____, Bar No. _____
Address: _____

Phone: _____ Fax _____
E-mail: _____ Other: _____

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: Notice of Reversal, motion for Correction

Estimated Time Needed: _____

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
Signature of Attorney for ☒ Plaintiff/ ☐ Defendant

11-13, 20 25
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, SCOP)
☐ 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: \$ _____

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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

**SOUTH CAROLINA
COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
SPARTANBURG COUNTY**

CASE NO.: 2025-CP-42-04002

PLAINTIFF-APPELLANT: McIntyre, Sylecia Agent for Principal
DEFENDANT(S): Westwood Townhomes et al.

NOTICE OF REVERSAL AND MOTION TO CORRECT RECORD

COMES NOW the Plaintiff-Appellant, appearing specially and not generally, and respectfully submits this Notice of Reversal and Motion to Correct the Record. This filing is necessary due to procedural defects and statutory errors affecting the integrity of the lower court's ruling.

1. Procedural Defect at Inception – Wrong Statute

The original action was processed under S.C. Code § 27-37, which governs commercial ejectment, not residential tenancies.

This misclassification:

Prevented application of mandatory protections under S.C. Code § 27-40,
Resulted in premature issuance of writs,
Denied Appellant statutory rights to proper notice, hearings, and remedies.
This is an inception error, rendering subsequent actions void or voidable.

2. No Verified Claim & No Bona Fide Ledger

At no point—in Magistrate Court or on appeal—have Defendants entered:

A verified claim,
A sworn affidavit of account,
A ledger compliant with S.C. Code § 27-40-410 (trust-account requirement for deposits),
Any sworn evidence proving a lawful outstanding balance.

Despite allegations of unpaid rent, no bona fide ledger exists on this record that complies with South Carolina Residential Landlord-Tenant Act requirements.

This absence prevents any lawful enforcement of bond, rent, or ejectment.

SPARTANBURG COUNTY
CLERK OF COURT
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3. Improper Party Identity & Unverified Standing

The record reflects conflicting and unverified identities:

"Westwood Townhomes"
"Westwood Apartments"
"Westwood Townhouses"
"CAHEC Management"

No Certificate of Authority, corporate registration, or sworn statement establishing the Plaintiff's lawful standing was ever produced.

Proceeding without verified standing is a jurisdictional error.

4. Prior Performance, Tender, and Redress Ignored

Before eviction filings, Appellant:

Tendered payment,

Issued fiduciary instructions,

Submitted lease redress under Section 29,

Performed in good faith.

These remain unrebutted, and the court never adjudicated those filings.

Under § 27-40-60, a disputed claim tendered in good faith cannot be treated as default.

5. TRO & State Order Violation (Context for Record)

After a state stay order was issued, Defendants:

Entered the unit without lawful authority,

Removed property,

Retaliated,

Violated statutory access requirements and the appellate stay.

The TRO is properly before the Court today, but the basis for reversal stands solely on procedural defects and improper statutory posture, not merits.

REQUEST FOR RELIEF

Movant respectfully requests:

A. REVERSAL

That the Magistrate Court judgment be reversed due to:

Statutory misapplication,

Jurisdictional defects,

AMY W. COX
CLERK OF COURT
SPARTANBURG COUNTY

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Failure to submit a verified claim,
Lack of standing,
Procedural prejudice.

B. CORRECTION OF THE RECORD

That the appellate record reflect:
Appellant's timely tenders,
Prior notices and fiduciary instructions,
Unrebutted fillings,
Absence of bona fide ledger or verified evidence from Defendants.

C. PRESERVATION OF RIGHTS

Movant preserves all rights to seek:

Costs,
Restitution,
Damages,
Claims relating to the TRO, retaliation, or mishandling of trust property.

Respectfully submitted this 15 day of November, 2025.

McIntyre, Sylecia
McIntyre, Sylecia



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CLERK OF COURT
SPARTANBURG COUNTY
AMY W. COX

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STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

Sylecia McIntyre,

Appellant,

Y.

Westwood Town Homes,

Respondent.

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

Case No.: 2025CP4204002

UNDERTAKING AND BOND TO STAY EXECUTION

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

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

November 17, 2025

All Rights Reserved
Maintenance, Sylicia A.

Sylecia McIntyre
Tenant 2:0

to Appeal the amount

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP4204002

Sylecia McIntyre
PLAINTIFF(S)

Westwood Town Homes
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

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

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☒ See Page 2 for additional information.

For Clerk of Court Office Use Only

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

Sylecia McIntyre for Sylecia McIntyre
Sylecia McIntyre for Sylecia McIntyre

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

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

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

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

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

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

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

24



Spartanburg Common Pleas

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

IT IS SO ORDERED!

s/ J. Derham Cole, Jr. 2789

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

2

Exhibit B

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2025CP4204002

Sylecia McIntyre
PLAINTIFF(S)

Westwood Town Homes
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

On October 9, 2025, this matter came before the Court on the appeal of Sylecia McIntyre from the decision of the Magistrate Court. In addition to the appeal, Appellant's Motion to Reduce Bond, Motion for Immediate Hearing, and Motion Requesting Transcripts were also before the Court. Appellant McIntyre appeared pro se. Ross Buchanan Plyler appeared for Respondent Westwood Town Homes.

Based upon Appellant's failure to post the required appeal bond pursuant to S.C. Code Ann. § 27-37-130, the appeal is hereby DISMISSED, and Appellant's additional motions are therefore moot.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 10/09/2025

Westwood Town Homes for Westwood Town Homes
Sylecia McIntyre for Sylecia McIntyre
Westwood Town Homes for Westwood Town Homes
Sylecia McIntyre for Sylecia McIntyre

NAMES OF TRADITIONAL FILERS SERVED BY MAIL