

RECEIVED

Aug 26 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Maite Murphy, Circuit Court Judge

Appellate Case No.: 2026-000958

Josetta Singleton, Jayla Singleton and Tinarris Williams,.....Appellants,

v.

Ah4R Management-SC, LLC, as agent for AMH Development, LLC,.....Respondent.

INITIAL RESPONDENT'S BRIEF

Mark B. Goddard (SC Bar #73965)
R. Hawthorne Barrett (SC Bar #16973)
Turner Padget Graham & Laney, P.A.
P.O. Box 1473
Columbia, SC 29202
(803) 227-4334
(803) 227-4219
mgoddard@turnerpadget.com
tbarrett@turnerpadget.com

Attorneys for Respondent

TABLE OF CONTENTS

Table of Authorities.....	i
Statement of the Issues on Appeal.....	1
Statement of the Case.....	1
Statement of the Facts.....	4
Standard of Review.....	4
Argument.....	5
I. The Circuit Court’s order affirming the Magistrate Court’s issuance of a Warrant of Ejectment is now the law of this case because Appellants failed to include any arguments against that order in their brief and have, therefore, abandoned any challenge to it.....	5
II. All issues relating to the circuit court’s order staying enforcement of the Warrant of Ejection are moot because Appellants have failed to raise any substantive arguments on appeal against the underlying order affirming the warrant.....	10
III. The Circuit Court acted within its discretion in setting the amount and terms of the bond on which the appellate stay was premised.....	11
Conclusion.....	13

TABLE OF AUTHORITIES

(A) CASES

<i>Bowers v. Thomas</i> , 373 S.C. 240, 644 S.E.2d 751 (Ct. App. 2007).....	5
<i>Continental Ins. Co. v. Shives</i> , 328 S.C. 470, 492 S.E.2d 808, 811 (Ct. App. 1997).....	7
<i>First Sav. Bank v. McLean</i> , 314 S.C. 361, 444 S.E.2d 513 (1994).....	6

<i>I'On, L.L.C. v. Town of Mt. Pleasant</i> , 338 S.C. 406, 526 S.E.2d 716 (2000).....	5
<i>J&W Corp. of Greenwood v. Broad Creek Marina of Hilton Head, LLC</i> , 441 S.C. 642, 896 S.E.2d 328 (Ct. App. 2023).....	10-11
<i>McNair v. United Energy Distributors</i> , 390 S.C. 44, 699 S.E.2d 723 (Ct. App. 2010).....	4-5, 8
<i>Midlands Util., Inc. v. S.C. Dept. of Environmental Control</i> , 287 S.C. 483, 339 S.E.2d 862 (1986).....	11-12
<i>Shirley's Iron Works, Inc. v. City of Union</i> , 403 S.C. 560, 743 S.E.2d 778 (2013).....	8
<i>State v. Burton</i> , 356 S.C. 259, 589 S.E.2d 6 (2003).....	7
<i>Video Gaming Consultants, Inc. v. S.C. Dept. of Revenue</i> , 342 S.C. 34, 535 S.E.2d 642 (2000).....	6
 (B) <u>STATUTE</u>	
S.C. Code Ann. § 27-40-710.....	9-10
 (C) <u>RULE</u>	
Rule 208, SCACR.....	6

STATEMENT OF THE ISSUES ON APPEAL

- I. Is the Circuit Court's order affirming the Magistrate Court's issuance of a Warrant of Ejectment now the law of this case, where Appellants failed to include any arguments against that order in their brief and have, therefore, abandoned any challenge to it?
- II. Are all issues relating to the circuit court's order staying enforcement of the Warrant of Ejectment now moot, where Appellants have failed to raise any substantive arguments on appeal against the underlying order affirming the warrant?
- III. Alternatively, did the Circuit Court act within its discretion in setting the amount and terms of the bond on which the appellate stay was premised?

STATEMENT OF THE CASE

This appeal arises from the Berkeley County Magistrate Court's issuance of a Warrant of Ejectment ("the Warrant") against Appellants Josetta Singleton, Jayla Singleton and Tinarris Williams ("Appellants"). The Magistrate issued the Warrant based on Appellants' admitted failure to timely pay rent due to Respondent Ah4R Management-SC, LLC, as agent for AMH Development, LLC ("Respondent") pursuant to a valid, written lease agreement.

Respondent commenced the action against Appellants¹ by filing an Application for Ejectment on or about December 31, 2025. [Application for Ejectment.] The basis for that application was the undisputed fact that Appellants had failed to pay their rent in a timely manner. Magistrate William D. Wilson, Jr. signed a Rule to Vacate or Show Cause, which was timely served on Appellants along with the Application for Ejectment. [Rule to Vacate or Show Cause.] In response, Appellants requested a show cause hearing.

¹ Case number 2025CV0810606094

The hearing took place on January 26, 2026, after which the Magistrate found that Appellants were not timely in the payment of the rent due to Respondent under the provisions of the lease agreement, and that appropriate notice was provided to Appellants via the language found in the lease, as well as in the delinquency letter that was served on Appellants. [Magistrate Return.] Thus, the Magistrate concluded that Appellants had failed to show cause why they should not be ejected, and he issued the Warrant, which required Appellants to vacate the leased premises by January 31, 2026. [Warrant of Ejectment.] The Warrant was properly served on Appellants, who filed an appeal of the Magistrate’s order in the Circuit Court on January 28, 2026. [Appeal to Circuit Court.]

The appeal came before the Honorable Maite Murphy for a hearing on March 3, 2026. [Transcript.] After reviewing the Magistrate’s Return and hearing arguments from Appellants, Judge Murphy filed an Order Denying Appeal. [Order.] In that order, Judge Murphy concluded that the Magistrate properly issued the Warrant due to Appellants’ undisputed failure to pay their rent in a timely manner. Appellants challenged that order by filing a Notice of Appeal in this Court.²

After commencing the appeal, Appellants submitted a motion asking this Court to stay enforcement of the lower courts’ orders. The Court granted a “temporary” stay in an order filed on May 1, 2026. [Order.] In that order, the Court remanded the case to the Circuit Court for the limited purpose of conducting “an expedited hearing on Appellants’ motion to stay and determination of an appeal bond.” [Order.] While the parties were

² The Order Denying Appeal was not filed until April 22, 2026. Based on statements indicating how Judge Murphy intended to rule, Appellants filed their Notice of Appeal on April 17, 2026 – five days before the effective date of the actual order.

waiting for the Circuit Court to act, the transcript for the original hearing was delivered on May 18, 2026. [Transmittal Email.]

The Honorable S. Bryan Doby heard Appellants' motion to stay on May 26, 2026. Judge Doby granted the requested stay, but required Appellants to pay a bond of \$3,997.25 to Respondent no later than June 1, 2026, and further required Appellants to pay Respondent \$2,494.50 plus utilities (i.e. the monthly rent) on the first of every month beginning on June 1, 2026. [Order.] Although Judge Doby announced his decision prior to June 1, 2026, his order was not formally filed until June 4, 2026 ("the Bond Order").

Appellants did not pay the full ordered amounts on June 1, 2026. One week after that deadline, Appellants filed an Emergency Motion to Determine Compliance with the Bond Order. The Circuit Court filed an order on June 22, 2026, regarding the Emergency Motion to Determine Compliance with the Bond Order, in which it stated, "On June 18, 2026, Defendants/Appellants filed an appeal of the June 4, 2026 Bond Order in The South Carolina Court of Appeals" and that, as a result, the motion "is stayed, pursuant to Rule 241, pending the outcome of the appeal in this matter." [Order.]

On June 26, 2026, Appellants filed an "Initial Appellant's Brief" that addressed only alleged deficiencies in the Bond Order. That document did not set forth any arguments about the Magistrate's original ejectment order or the Circuit Court's Order Denying Appeal. Indeed, it did not even reference those orders. Although that Initial Brief was not accompanied by a second Notice of Appeal, it appeared to be an attempt to appeal the Bond Order directly.

On or about July 20, 2026, Respondent filed a Motion to Dismiss Appeal. Respondent based that motion, among other things, on Appellants' failure to file and serve

any Initial Appellants' Brief addressing or presenting any arguments as to the Warrant or the Circuit Court's order affirming that Warrant. Appellant filed a Return to that motion on July 22, 2026. Although Appellant also filed a proof of service by mail, Respondent's counsel of record has no record of ever receiving a copy of that Return.

On August 21, 2026, this Court issued an Order that appeared to accept Appellant's previous submission as an Initial Brief and denied Respondent's Motion to Dismiss, but allowed Respondent to present the arguments set forth in that motion in a Respondent's Brief.³

STATEMENT OF THE FACTS

Respondent respectfully submits that no detailed factual statement is necessary for the disposition of this appeal. The only relevant facts for purposes of the underlying order are undisputed: (1) a valid, written lease agreement existed between Appellants and Respondent, (2) that lease required Appellants to make monthly rent payments in agreed-upon amounts by a certain date, (3) Appellants failed to make the required rent payments in December 2025, and (4) Appellants were provided appropriate notice on their delinquency. Those facts served as the only basis for the Magistrate's decision to issue the Warrant of Ejectment and the Circuit Court's affirmance of that ruling.

STANDARD OF REVIEW

"Whereas the circuit court maintains a broad scope of review in deciding an appeal of a magistrate's order, this court, when reviewing the circuit court's adjudication of an appeal of an ejectment proceeding in magistrate's court, does so under a more limited

³ The order also denied Appellant's motions to supplement the record on appeal dated June 30, 2026, and July 7, 2026.

standard, under which (1) findings of fact are to be upheld if there is any supporting evidence and (2) absent an error of law, the circuit court's holding is to be affirmed.” *McNair v. United Energy Distributors*, 390 S.C. 44, 49, 699 S.E.2d 723, 726 (Ct. App. 2010) (citing *Bowers v. Thomas*, 373 S.C. 240, 244, 644 S.E.2d 751, 753 (Ct. App. 2007)).

“Moreover, as with any other appeal before this court, the respondent may argue any additional reasons why we should affirm the appealed ruling, ‘regardless of whether those reasons have been presented to or ruled on by the lower court.’” *McNair*, 390 S.C. at 49, 699 S.E.2d at 726 (quoting *I’On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 419, 526 S.E.2d 716, 723 (2000)). “This court may in its discretion review the additional reasons presented by the respondent and ‘if convinced it is proper and fair to do so, rely on them *or any other reason appearing in the record* to affirm the lower court's judgment.’” *Id.* at 49-50, 699 S.E.2d at 726 (quoting *I’On*, 338 S.C. at 420, 526 S.E.2d at 723) (emphasis in original)).

ARGUMENT

I. The Circuit Court’s order affirming the Magistrate Court’s issuance of a Warrant of Ejectment is now the law of this case because Appellants failed to include any arguments against that order in their brief and have, therefore, abandoned any challenge to it.

Despite Appellants’ repeated (and exclusive) focus on the Circuit Court’s Bond Order, the real issue in this appeal is whether the Circuit Court properly affirmed the Magistrate’s issuance of the Warrant of Ejectment. Appellants have not presented any timely arguments to challenge that decision. Indeed, they have never raised any such arguments at all. That failure constitutes a waiver of all appellate grounds concerning that order, which now becomes the law of this case. Therefore, this Court should affirm that order and dismiss any other appellate arguments as moot.

After filing a Notice of Appeal as to the Circuit Court’s Order Denying Appeal, Appellants ordered a transcript of the Circuit Court hearing. The court reporter delivered that transcript on May 18, 2026. Pursuant to Rule 208(a)(1), SCACR, that meant Appellants’ initial brief had to be served and filed no later than June 18, 2026. Appellants did not file any attempt at an initial brief until June 26, 2026 – over a week past the deadline. Thus, Appellants failed to comply with the controlling rule. As a result, the Court should dismiss any appeal of the Circuit Court’s Order Denying Appeal. See Rule 208(a)(4), SCACR (“Upon the failure of the appellant to file and serve his brief within the time prescribed, the clerk of the appellate court shall sign an order dismissing the appeal”) (emphasis added).

Appellants’ “initial brief” filed on June 26, 2026, does not change that result. The purported initial brief does not contain any substantive arguments about the Magistrate’s ejectment order or the Circuit Court’s order that affirmed it.⁴ This means the initial brief would not be sufficient to present any issues regarding those orders to the Court, even if it had been timely. See *Video Gaming Consultants, Inc. v. S.C. Dept. of Revenue*, 342 S.C. 34, 42, 535 S.E.2d 642, 646 n. 7 (2000) (“an issue that is not argued in the brief is deemed abandoned and precludes consideration on appeal”) (citing *First Sav. Bank v. McLean*, 314 S.C. 361, 363, 444 S.E.2d 513, 514 (1994)). Appellants further failed to cite or discuss any legal authorities to support arguments against those orders, which also prevents any review by the Court. *First Sav. Bank*, 314 S.C. at 363, 444 S.E.2d at 514.

⁴ The language of the “Conclusion” of the June 26, 2026, filing makes it abundantly clear that it addresses only the Bond Order: “For the foregoing reasons, Appellants respectfully request that the Court of Appeals review the June 4, 2026 Bond Order, grant appropriate relief, and remand for further proceedings as necessary.” (emphasis added)

Any attempt by Appellants to present such arguments or authorities at this stage would be futile. If Appellants were to file a second initial brief, it would more than two months after the original deadline expired, which would certainly prevent any consideration by the Court. Appellants also cannot raise any such arguments in a reply brief. See *Continental Ins. Co. v. Shives*, 328 S.C. 470, 474, 492 S.E.2d 808, 811, n. 2 (Ct. App. 1997) (“An appellant may not, however, use the reply brief to argue issues not argued in the initial brief.”). Thus, Appellants must rise or fall based on the brief they filed on June 26, 2026, and not even the most generous reading possible of that brief could identify any substantive arguments against the Magistrate Court’s Warrant of Ejectment or the Circuit Court’s order affirming it.

Appellants’ pro se status does not excuse their failure to comply with the Appellate Court Rules governing the deadline and the content requirements for their brief. The South Carolina Supreme Court has stated that “[a] pro se litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law.” *State v. Burton*, 356 S.C. 259, 265, 589 S.E.2d 6, 9 n. 5 (2003). For this reason, the Court should not treat the procedural and substantive failures of Appellants’ brief any differently than it would if Appellants had legal representation for this appeal.

All of this is significant because Appellants’ abandonment of any challenges to the two ejectment orders is the functional equivalent of never having appealed those orders in the first place. As a practical matter, it makes no difference whether Appellants appealed those orders, but then failed to present any substantive arguments against them, or just neglected to appeal them. Either way, the lower court orders are unappealed, and as such,

they become the binding law of the case. *Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) (“An unappealed ruling is the law of the case and requires affirmance.”).

Even if the Court were to review the underlying ejectment orders, the end result would be the same. Respondent brought the ejectment action based solely on Appellants’ failure to make the required timely rent payments. The fact that Appellants failed to make those payments is undisputed, and evidence to support that fact exists in the record, as demonstrated in the underlying orders. Thus, under the applicable standard of review, the Court must accept that factual conclusion by the Circuit Court. *McNair v. United Energy Distributors*, 390 S.C. 44, 49, 699 S.E.2d 723, 726 (Ct. App. 2010).

With that fact established, there is no basis on which to reverse the Circuit Court’s decision. The Circuit Court found the following: (1) there was a valid written lease agreement between the parties, (2) Appellants failed to timely pay rent when due, and (3) Appellants were provided the required notice about the delinquency both in the statutory language found in the lease agreement and in the December 8, 2025 letter served on Appellants. [Magistrate Return.] Those conclusions are more than sufficient to support the Circuit Court’s decision.

Affirming a Warrant of Ejectment based on tenants’ undisputed failure to pay rent is certainly not an error of law. It is merely the proper application of the lease agreement and the established rights of residential landlords. Therefore, acknowledging that Appellants failed to make any timely or proper arguments against the lower court orders is not a harsh result or a violation of any principles of justice. It is merely a shorter path to the inevitable conclusion that the ejectment orders are correct under the facts of this case.

However, even if the Court were to excuse the Appellants' failure to make timely or proper arguments against the lower court orders, the outcome is the same.

S.C. Code Ann. § 27-40-710(B) states:

[i]f rent is unpaid when due and the tenant fails to pay rent within five days from the date due or the tenant is in violation of Section 27-40-540, the landlord may terminate the rental agreement provided the landlord has given the tenant written notice of the non-payment and his intention to terminate the rental agreement if the rent is not paid within that period. The landlord's obligation to provide notice under this section is satisfied for any lease term after the landlord has given one such notice to the tenant or if the notice is contained in conspicuous language in a written rental agreement. The written notice requirement upon the landlord under this subsection shall be considered to have been complied with if the rental agreement contains the following or a substantially equivalent provision:

IF YOU DO NOT PAY YOUR RENT ON TIME:

This is your notice. If you do not pay your rent within five days of the due date, then the landlord can start to have you evicted. You will get no other notice as long as you live in this rental unit.

The presence of this provision in the rental agreement fully satisfies the "written notice" requirement under this subsection....If the rental agreement contains the provision set forth in this subsection, the landlord is not required to furnish any separate or additional written notice to the tenant in order to commence eviction proceedings for nonpayment of rent even after the original term of the rental agreement has expired.

The record in this matter is clear. It is undisputed that Appellants failed to make timely rental payments for the month of December 2025, and Appellants were provided proper notice of their delinquency and Respondent's right to seek ejectment in both the lease agreement and in the December 8, 2025, delinquency letter. Appellants have never challenged any of these issues. Instead, Appellants have continually tried to muddy the

water and ignore the clear application of South Carolina law. Pursuant to S.C. 27-40-710, Respondent was well within its rights to seek ejectment, and the Warrant of Ejectment was properly issued by the Magistrate Court. The Circuit Court did not commit any abuse of discretion or error of law in reaching that conclusion.

For these reasons, the Court should affirm the Circuit Court's order, allow the Warrant of Ejectment to be enforced, and dismiss any and all other issues raised by Appellant as moot.

II. All issues relating to the circuit court's order staying enforcement of the Warrant of Ejection are moot because Appellants have failed to raise any substantive arguments on appeal against the underlying order affirming the warrant.

As discussed in the preceding section, Appellants have abandoned any appellate grounds as to the underlying ejectment orders by failing to present any substantive arguments or authorities to support such challenges. Consequently, this Court should affirm the Circuit Court's order and allow enforcement of the Warrant of Ejectment.

That result renders all else in this appeal moot because Appellants' Notice of Appeal only included the Circuit Court's order affirming the Magistrate Court's decision. If this Court affirms that order, as it should under these circumstances, there is nothing else of substance for the Court to review. All of Appellants' arguments in their brief address the Circuit Court's order setting the terms and conditions of a bond for an appellate stay. But a stay is only necessary if the underlying order is still under appellate review. When the appeal of that order ends (as it now must, due to Appellants' deficient brief), the need for a stay vanishes, and any arguments about a bond to obtain such a stay become irrelevant.

If circumstances have rendered an issue moot, an appellate court will no longer consider or rule upon that issue. *See J&W Corp. of Greenwood v. Broad Creek Marina of*

Hilton Head, LLC, 441 S.C. 642, 665, 896 S.E.2d 328, 341 (Ct. App. 2023) (“this [c]ourt will not decide moot or academic questions”). Obviously, without a viable, ongoing appeal of the underlying ejectment orders, all questions about the conditions for an appellate stay would become “moot or academic” and unnecessary for this Court to consider. Therefore, by affirming the Circuit Court’s order, this Court will also fully resolve any other issues deemed to be part of the appeal.

By raising this argument, Respondent does not concede or acknowledge that any issues about the Circuit Court’s Bond Order are properly before this Court. As noted in its order filed on August 21, 2026, this Court “has no record of Appellant filing a second notice of appeal from the June 4, 2026 bond order.” [Order.] Respondent also has never seen or been served with a second notice of appeal. Thus, Appellants clearly failed to commence a timely appeal of the Bond Order. The deadline for such an appeal was July 6, 2026, and any attempt to file a notice of appeal at this late stage would be futile. Again, though, even if any issues from the Bond Order were before this Court, Appellants’ failure to present a viable challenge to the underlying ejectment orders would render any such issues moot.

III. The Circuit Court acted within its discretion in setting the amount and terms of the bond on which the appellate stay was premised.

For the reasons discussed above, Appellants’ challenge to the Bond Order is not properly before this Court and would be moot at this stage even if it were. In an abundance of caution, however, Respondent will briefly address the merits of the Bond Order.

Appellate courts review decisions to grant a stay for purposes of an appeal under the abuse of discretion standard. *Midlands Util., Inc. v. S.C. Dept. of Environmental*

Control, 287 S.C. 483, 339 S.E.2d 862 (1986). No abuse of discretion exists in the present case.

The initial brief contains nothing more than conclusory statements about the Circuit Court’s calculation of the bond amount.⁵ For example, the “Argument” section devoted to the determination of the bond amount states only:

The record demonstrates a continuing dispute concerning the accuracy of Respondent’s rental ledger and account balance. Appellants submitted evidence of payments and challenged charges appearing on Respondent’s records. Because the bond amount was derived from disputed figures, appellate review is warranted.

[Initial Brief, p. 2.] That cursory description might arguably identify a general issue, but it does not provide any specific details to demonstrate an abuse of discretion. It does not explain why the rental ledger was allegedly inaccurate or specify any charges that were improper. Instead, it states only that the bond amount arose from “disputed figures,” without providing any information to show why or how those disputes existed. Consequently, Appellants have not provided any basis for a meaningful review of the Bond Order, and they certainly have not established any abuse of discretion by the Circuit Court.⁶

Section III of the Argument in the initial brief addresses only the question of whether Appellants have complied with the terms of the Bond Order. That issue is separate

⁵ Although the precise basis for Appellants’ challenge to the Bond Order is unclear, it appears they contend the Circuit Court somehow erred in setting the amount and conditions of the bond. The order’s only other effect was to grant a stay of enforcement of the ejectment warrant, which is the relief Appellants had requested.

⁶ The passage quoted above comes from section “I” of the Argument portion of the initial brief. Sections II and IV address essentially the same issue and similarly fail to provide any specific details, arguments or authorities to support Appellants’ challenge to the Bond Order.

from the Circuit Court's decision establishing those terms in the first place. Thus, it is not properly part of any review by this Court of the Bond Order.

The Argument section of the initial brief demonstrates only one thing: Appellants disagree with the Circuit Court's calculation of the bond amount. It does not demonstrate how or why that calculation was incorrect in any way, let alone how the Circuit Court abused its discretion in making that decision. For that reason, this Court should reject Appellants' challenge of the Bond Order.⁷

CONCLUSION

Appellants failed to pay the rent due under a valid, written lease agreement and received proper notice of their delinquency. Afterwards, Respondent commenced an ejectment action that complied with all of the procedural requirements. Appellants received all required notifications and requested a hearing, but could not demonstrate any reason why the Magistrate should not issue a Warrant of Ejectment. Appellants similarly did not show the Circuit Court any grounds for reversing the Magistrate's ruling. Now, in their third bite at the apple, Appellants have once again failed to provide any basis for reversing the lower court's orders. Indeed, Appellants have not even tried to do so. Their brief is devoid of any arguments or authorities relating to the ejectment orders, which means they have abandoned any challenges or appellate grounds. Therefore, this Court should affirm the Circuit Court's order and allow enforcement of the Warrant of Ejectment.

⁷ For clarification, Respondent has asserted, and continues to assert, that Appellants failed to comply with the Bond Order and that the stay established in that order should be dissolved. Respondent does not waive any arguments regarding Appellants' lack of compliance.

Respectfully submitted,

s/ Mark B. Goddard

Mark B. Goddard (SC Bar #73965)

R. Hawthorne Barrett (SC Bar #16973)

Turner Padget Graham & Laney, P.A.

P.O. Box 1473

Columbia, SC 29202

(803) 227-4334

(803) 227-4219

mgoddard@turnerpadget.com

tbarrett@turnerpadget.com

Attorneys for Respondent