

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Willie Key, et al.,

Appellant,

vs.

Ansonborough Housing Corporation d/b/a
Ansonborough House
Respondent.

IN THE COURT OF COMMON PLEAS

Case Number(s): 2026CP1001270

ORDER AFFIRMING MAGISTRATE**RECEIVED**
OCT 09 2026
SC Court of Appeals

This appeal was before the Court for argument on July 8, 2026. Appellant proceeds pro se. Respondent is represented by Eric Pettis. The appeal stems from an order of the magistrate on December 4, 2025, wherein the Magistrate required Appellants to pay rent during the pendency of the eviction action in the amount of \$1,973.00 per month, beginning on January 1, 2026, pursuant to S.C. Code Ann. § 27-40-790. The Appellants failure thereafter to pay that amount per month led to the Magistrate's issuing of a Warrant of Ejectment ("Warrant") on March 4, 2026. Appellant argues that the Magistrate erred in setting the amount of rent due at \$1,973.00 per month. The Court now AFFIRMS the decision of the Magistrate.

Below, the Magistrate, applying SC Code Ann. § 27-40-790(a) set the rent to be paid as \$1,973.00, which the Magistrate found as the fair market value of the property at issue. Appellant asserts this was error, and that they should have been required to pay no more than \$479.00. § 27-40-790(a) states

In any action where the landlord sues for possession and the tenant raises defenses or counterclaims pursuant to this chapter or the rental agreement: (a) The tenant is required to pay the landlord all rent which becomes due after the issuance of a written rule requiring the tenant to vacate or show cause as rent becomes due and the landlord is required to provide the tenant with a written receipt for each payment except when the tenant pays by check. If the landlord and tenant disagree as to the amount of rent or the time of payments thereof, the court shall hold a hearing as soon as feasible after the issues have been joined, and preliminarily determine the matter. In the event that the basis for the disagreement of the amount of rent due is the landlord's alleged violation of the rental agreement or the provisions of this chapter, the rent to be paid must be the fair-market rental value of the premises at the time of the hearing.

Respondent asserts the magistrate had ample evidence to determine there was a disagreement about the amount of rent due and that the disagreement stemmed from Respondent's alleged violation of the rental agreement, thus supporting the Magistrate's determination to set the amount due as the fair-market value. Even assuming the Magistrate erred in determining that fair-market rent was the appropriate calculation, the Magistrate did not err in setting the rent due as \$1,973.00. This is because that monthly \$1,973.00 is the amount due in any event.

Appellant did not complete HUD Form 50059-A, thus depriving them of any entitlement for the rent due to be set at the subsidized amount. Pursuant to HUD regulations, if a resident refuses to complete HUD Form 50059-A, a housing provider is required to terminate the resident's subsidy. See HUD, Handbook 4350.3, §§ 8-5(A)-(D); § 8-1(A). Furthermore, in the event a housing provider is required to terminate a resident's subsidy, HUD specifically requires for the resident's new base rent to be set at the contract's base rent or the fair market rental value of the unit. See *id.* Appellants' base rent at the time was \$1,973.00, which is coincidentally the same amount set as the fair market rental value of the unity. Thus, the Magistrate did not err by setting the amount due as \$1,973.00 monthly.

Accordingly, the decision of the Magistrate is AFFIRMED.

AND IT IS SO ORDERED

Judge D. Shawn Graham

September 23, 2026