THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

D. Shawn Graham, Circuit Court Judge

Case No. 2026-CP-100-1270

RECEIVED
OCT 26 2026
SC Court of Appeals
109712

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

v.

Willie A. Key, et al., ... Appellant.

EMERGENCY WRIT OF SUPERSEDEAS AND AN ORDER OF RESTITUTION

Willie A. Key pro se
1865 Grimball Rd.
Charleston, S.C. 29412

IN THE COURT OF APPEALS FOR THE STATE OF SOUTH CAROLINA

CASE NO

Willie A. Key Appellant, v. Ansonborough Housing Corporation Respondent.	EMERGENCY WRIT OF SUPERSEDEAS AND AN ORDER OF RESTITUTION

RECEIVED
OCT 26 2025
SC Court of Appeals

TO: The Honorable Chief Judge and Associate Judges of the South Carolina Court of Appeals:

The Appellant, Willie A. Key, respectfully moves this Court pursuant to Rule 241 of the S.C. Appellate Court Rules (SCACR) AND S.C. Code § 27-40-800 for an emergency Writ of Supersedeas and an Order of Restitution. The appellant request immediate relief to remedy a severe procedural error and a denial of due process by the lower tribunals, which resulted in the Appellant being unlawfully and forcibly dispossessed of their federally subsidized Section 202 PRAC housing unit.

I. CONCISE STATEMENT OF THE CASE AND EXTRA ORDINARY CIRCUMSTANCES

1. This appeal arises from an unlawful eviction action concerning a Section 202 PRAC federally subsidized unit located at 71 Society St., Apt. 501, Charleston S.C. 29401.

2. At a preliminary hearing, the Magistrate erroneously ordered the Appellant to pay a "fair market rent" of $1,973.00 into a court escrow account under the color of S.C. Code § 27-40-790.

3. The landlord completely bypassed mandatory federal administrative procedures required by HUD Handbook 4350.3, Chapter 8, failing to issue a 10-day Notice of Intent to Remove Subsidy. No legal termination of the federal subsidy ever occurred. Under the Supremacy Clause, the "rent specified in the rental agreement" remains capped at the Appellant's federally calculated subsidized tenant portion.

4. Following an adverse ruling in the Court of Common Pleas, the Appellant timely filed a Notice of Appeal to this Court, alongside the timely submission of the Appellant's Brief.

5. In direct violation of the stay protections intended under S.C. Code § 27-40-800(f)(1) and SCACR Rule 241, the Magistrate issued a Writ of Ejectment just days after the appellate transition, giving the Appellant six days to vacate based on a failure to pay the unconstitutional market rent escrow.

6. The Appellant immediately sought an emergency stay of the Writ of Ejectment (Exhibit ") in the Court of Common Pleas and paid the required filing fee

7. As of October 22, 2026 the Court of Common Pleas has completely failed to hold a prompt hearing or afford any administrative relief, demonstrating an unnecessary delay that forced the Appellant to physically vacate the premises.

8. Pursuant to SCACR Rule 241(d)(1), an application for a stay or supersedeas may be made directly to the appellate court if the lower court has failed to afford the relief requested. The complete inaction of the Court of Common Pleas has rendered lower court relief wholly impracticable.

9. The Appellant has suffered, and continues to suffer, catastrophic and irreparable harm. The loss of federally subsidized Section 202 PRAC home cannot be adequately remedied by subsequent money damages alone, as affordable housing stock is strictly limited.

10. As set forth in the Appellant's Brief, the lower courts committed an error of law by treating a federally capped HUD lease as a standard commercial or unsubsidized residential agreement. State escrow requirements under § 27-40-790 cannot be mathematically manipulated to enforce unapproved market rates that directly conflict with federal statutory caps.

WHEREFORE, the Appellant respectfully request that this Honorable Court:

A. Issue an emergency Writ of Supersedeas freezing all execution proceedings under the underlying the Magistrate's eviction action;

B. Issue an Order of Restitution commanding the Respondent to restore the Appellant to immediate physical possession of the subject property (or an equivalent subsidized unit within Ansonborough House, or any subsidized unit within Ansonborough House until an equivalent unit becomes available) pending a final determination of this appeal.

C. Grant any further emergency relief this Court deems just and proper.

Respectfully submitted,

Mr. Willie A. Key

Willie A. Key
1865 Grimball Rd.
Charleston, S.C. 29412

Dated: October 23, 2026.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

D. Shawn Graham, Circuit Court Judge

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

v.

Willie A. Key, et al., ... Appellant.

NOTICE OF APPEAL

Willie A. Key, et al., appeals the order of the Honorable D. Shawn Graham dated September 23, 2026. Appellant received written notice of entry of this order on September 26, 2026.

October 20, 2026

Mr. Willie A. Key

Willie A. Key pro se
1865 Grimball Rd.
Charleston, S.C. 29412

cc: Eric G. Pettis, Esq.
P.O. Box 62975
North Charleston, S.C. 29419
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

D. Shawn Graham, Circuit Court Judge

Case No. 2026-CP-100-1270

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

v.

Willie A. Key, et al., ... Appellant.

BRIEF OF APPELLANT

Mr. Willie A. Key
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STATEMENT OF ISSUES ON APPEAL

I. DID THE MAGISTRATE ERR WHEN SHE ISSUED A FINAL RULING AT A PRELIMINARY HEARING?

II. DID THE MAGISTRATE ERR WHEN SHE IGNORED DEFENDANTS' SUBSIDY STATUS IN ORDERING DEFENDANTS TO PAY FAIR MARKET RENT OF $1,973.00 PER MONTH?

III. DID THE MAGISTRATE ABUSE HER DISCRETION IN ORDERING FAIR MARKET RENT PURSUANT TO S.C. Code Ann. §27-40-790(a)?

IV. DID THE MAGISTRATE RESOLVE PLAINTIFF'S CLAIM AGAINST DEFENDANTS WHEN SHE RULED THAT PLAINTIFF WAIVED ITS RIGHT TO DEMAND PAYMENT OF THE RENTAL ARREARAGE?

V. DID THE MAGISTRATE ERR WHEN SHE ORDERED ME TO PAY AN UNSUBSIDUZED MARKET RENT AS A CONDITION TO MAINTAIN MY RIGHT TO A HEARING?

STATEMENT OF THE CASE

On June 20, 2025 plaintiff filed an Application for Ejectment with the Charleston County Magistrate Court (Exhibit "A"). As grounds for issuance of said Application, plaintiff alleged "failure to pay rent in the amount of $34,025.00 for January 2024 to June 2025." This amounts to unpaid rent payments of $1,888.00 per month (4x defendants regular monthly rent payments of $471.00).

On July 10, 2025 defendants filed an Answer and Counterclaim to said Rule and requested a jury trial.

On July 18, 2025 defendants filed an Amended Answer and Counterclaim to the Complaint.

On August 11, 2025 plaintiff filed an Answer to Defendants' Counterclaim and a Motion to Strike. The magistrate denied the motion.

On October 6, 2025 the parties attended a pre-trial hearing, Magistrate Mikell presiding, at which she ruled that plaintiff was not entitled to the $34,025.00 that they requested. Also, she ordered defendants to resume paying monthly contract rent in the amount of $471.00.

On December 2, 2025, the parties attended another pre-trial hearing at which Magistrate Mikell, referring to of the S.C. Code Ann. §27-40-790(b), found that plaintiff waived its right to demand payment before trial of alleged rental arrearage due to Plaintiff's refusal to accept the ongoing rental payments proffered by Defendants and, referring to §27-40-790(a)) of the S.C. Code of Laws, issued a ruling, requiring Defendants to pay plaintiff market value rent in the amount of $1,973.00, beginning January 1, 2026 (Exhibit "B"). Plaintiff did not appeal said Order.

On December 8, 2025, defendants filed a Motion to Reconsider with Magistrate Mikell, which she denied on December 10, 2025.

On December 16, 2025 defendants filed a Notice of Appeal and Motion to Expedite Appeal or Stay Magistrate's Order with the Court of Common Pleas for Charleston County.

On December 23, 2025 defendants filed an Amended Notice of Appeal with the court.

On January 7, 2026 plaintiff filed a Motion to Dismiss said Appeal on the ground that the appeal was interlocutory and, therefore, not ripe for hearing.

On January 26, 2026 defendants filed a Memorandum in Opposition to Plaintiff's Motion to Dismiss Appeal.

On January 28, 2026 a hearing, via video, on defendants' Appeal was held, at which Judge Derham Cole Jr. presided.

On February 19, 2026 Judge Cole entered a written Order dismissing the appeal on the ground that it was interlocutory and, thus, premature (Exhibit "C").

On March 4, 2026 Magistrate Mikell issued a Warrant of Ejectment, ordering defendants to vacate their apartment by March 23, 2026 (Exhibit "D"). Defendants appealed this order to the Court of Common Pleas.

On or about June 12, pursuant to a bond hearing on the matter, the judge ordered defendants to pay $471.00 monthly rent as bond.

On September an in-person hearing was held on the matter.

On September 23, 2026 Judge D. Shawn Graham issued an Order denying defendant's appeal of the Warrant of Ejectment. Defendants received written notice of Judge Graham's Order on September 26, 2026.

On October 3, 2026 defendant filed a Notice of Appeal with this Court.

On Thursday, October 8, 2026, defendants received another Writ of Ejectment, also stamped March 4, 2026, signed by Magistrate Mikell, requiring defendants to vacate by October 14 or face execution of the Writ (Exhibit "E").

On Monday, October 12, 2026 defendants filed an Emergency Motion for Stay Pending Appeal with the Court of Common Pleas (Exhibit "F"). After accepting the filing fee, the clerk informed defendant Key that sometime in November was the earliest they could schedule a hearing.

On Tuesday, October 13, 2026, defendants vacated the premises. of Ejectment

FACTS

The issue involved in this appeal is that part of Magistrate Mikell's December 2, 2025 Order, requiring defendants to pay fair market rent in the amount of $1,973.00 per month (more than 4x times defendant's contract rent payment), pending trial of plaintiff's action against defendants for alleged non-payment of rent.

Ansonborough House is a 202 PRAC senior living apartment building located in the city of Charleston, owned by Charleston County, and leased to Ansonborough Housing Corp. by Charleston County government. Charleston County is neither a party to, nor has any interest in, this action.

In a 202 PRAC apartment, a tenant's rent is calculated based on his/her income— the greater of 30% of their adjusted income or 10% of their gross income. HUD, pursuant to its 202 PRAC program, pays roughly 70% of the tenants' monthly rent payments.

Defendant Willie Key (age 79) had resided at Ansonborough House for fourteen years. As a married couple, he and Caroline Key (age 71) had resided at Ansonborough House for twelve years.

On September 8, 2023 plaintiff notified defendants via letter that their lease would not be renewed for the year 2024 (Exhibit "G"). However, Defendants tendered, and Ansonborough House accepted, their rent payments for the months of October thru December of 2023.

Despite no lease agreement, defendants paid contract rent to Ansonborough House for the months of January thru April for the year 2024. Ansonborough House returned defendants' monthly rent payments—paid in the form of money orders—for the months of March and April of 2024 and refused to accept any further monthly rent payments from defendants for the remaining months of 2024 and the months of January thru March of 2025.

On March 7, 2024 defendants received another letter (Exhibit "H") from plaintiff, reminding them that they no longer have a lease agreement with them. Along with the letter, plaintiff returned defendants March rent payment, "due to our policy of not accepting rent payments once the eviction process begins."

While still absent a lease agreement, defendants paid rent to Ansonborough House for the months of April through July of 2025.

Despite its stated policy not to accept rental payments, "Once the eviction process begins," Ansonborough House accepted the money orders for the months of April, May, and June of 2025, but returned the money order for the month of July.

Pursuant to the Magistrate Mikell's October 6, 2025 Order and the order issued at the bond hearing defendants resumed paying and continued to pay monthly rent in the amount of $471.00 a month, including the month of October 2026, when they were evicted.

STANDARD OF REVIEW

"The court of appeals retain de novo review of whether the facts show the circuit court's affirmance was controlled or affected by errors of law." Bowers v. Thomas, 373 S.C. 240,245; 644 S.E.2d 751,753. (Ct. App. 2007).

ARGUMENT

I. BECAUSE THE MAGISTRATE ISSUED A FINAL RULING AT A PRELIMINARY HEARING, SHE ERRED AS A MATTER OF LAW AND VIOLATED THE DEFENDANTS' RIGHT TO A JURY TRIAL.

In their Answer to the complaint, defendants denied rental arrearage allegedly due and requested a jury trial to determine the issue.

Under S.C. Code Ann. § 22-3-230 once a jury trial is requested, a magistrate is required to empanel a jury.

Therefore, a Magistrate lacks the authority to bypass a defendants' demand for a jury trial and issue what amounts to a final order on the merits during a preliminary hearing.

Thus, where Magistrate Mikell's Order, denying plaintiff's request for alleged unpaid rent (favorable to defendants) and requiring Defendants to pay plaintiff market value rent in the amount of $1,973.00, beginning January 1, 2026, (unfavorable to defendants) was done at a preliminary hearing, she effectively resolved the Complaint and, thus, undermined the defendants right to a jury trial.

II. BECAUSE THE MAGISTRATE IGNORED DEFENDANTS' SUBSIDY STATUS, SHE ERRED WHEN SHE ORDERED DEFENDANTS TO PAY FAIR MARKET RENT OF $1,973.00 PER MONTH.

Chapter 8, section 8-1 A, **Introduction** to 4350.3 of HUD's Occupancy Handbook (Exhibit "I") states in part: "Tenants whose assistance is terminated may

remain in the unit, but they must pay the market rent... Defendants' assistance has never been terminated.

Thus, pursuant to above-cited HUD regulation, the magistrate erred when she ordered defendants to pay fair market rent.

Additionally, Chapter 8 section 8-4 A of 4350.3 states: "termination of assistance is not applicable to Section 202 PRAC and Section 811 PRAC properties". Ansonbourough House is a 202 PRAC property.

The Magistrate's order requiring defendants to pay fair market rent in the amount of $1,973.00 per month (more than 4x times defendant's usual rent payment) is arbitrary, punitive, and legally baseless, and has led to disastrous consequences for defendants, where Magistrate Mikell's Writ of Ejectment was executed on October 14, 2026.

III. BECAUSE THE UNDISPUTED RECORD HEREIN SHOWS DEFENDANT OFFERED TO PAY THE CONTRACT RENT, THE MAGISTRATE ABUSED HER DISCRETION IN ORDERING FAIR MARKET RENT PURSUANT TO §27-40-790(a).

The Magistrate misapplied the intent of §27-40-790(a) when she ordered defendant to pay $1,973.00 fair market rent (4 times defendants' contract rent).

S.C. Code §27-40-790(a) reads in part:

> "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 the rent becomes due... If the landlord and tenant disagree as to the amount of rent or time of payments thereof, the court shall hold a preliminary 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."

Pursuant to §27-40-790(a), an order for fair market rent is reserved strictly for situations where there is a legitimate dispute over the contract rent.

In this matter there was no dispute as to the amount of rent to be paid after issuance of the Rule to Show Cause.

The one and only disagreement in this matter was plaintiff's allegation of nonpayment of rent (gravamen of the Complaint) and defendants' denial of same (Answer). The defendants proved, and the magistrate sustained, defendants' denial of the claim of nonpayment of rent.

Where the record in this matter shows that the defendant was fully willing, able, and actively attempting to pay the contract rent, Magistrate Mikell had no legal or equitable authority to change or rewrite the contract and force defendant to pay fair market rent simply because plaintiff initiated an ejectment action.

This error was later acknowledged when the appellate bond was correctly set back down to the lower contract rent of $471.00, preserving the true status quo.

Further, there were no claims that defendants were withholding rent, or that plaintiff failed to fulfill duties specified in the lease agreement (allegations necessary to impose fair market rent, pursuant to §27-40-790(a).

S.C. Code §27-40-790(a) does not authorize a Magistrate to impose new rent terms; the statute only requires continued payment of rent due and owed under the lease.

Rent calculation in a 202 PRAC apartment building is an administrative process determined by HUD handbook 4350.3 and Title 24 of the Code of Federal Regulations.

In a 202 PRAC apartment, a tenant's rent is calculated based on income—the greater of 30% of their adjusted income or 10% of their gross income, not the fair market rent value. Therewith, on March 23, 2025 plaintiff calculated defendants rent to be $471.00 per month for the year 2025, not $1,973.00 per month.

The Magistrate had no sound legal basis to order defendants to pay $1,973.00 fair market rent; She knew or should have known that defendants could not afford to pay $1,973.00 per month in rent payments, due to plaintiff and defendant's rent payment arrangement with HUD.

Therefore, Magistrate Mikell exceeded her authority and abused her discretion in requiring defendants to pay plaintiff fair market value rent in the amount of $1,973.00. instead of the contract rent of $471.00.

IV. BECAUSE THE MAGISTRATE FOUND THAT PLAINTIFF WAIVED ITS RIGHT TO DEMAND PAYMENT OF THE RENTAL ARREARAGE, PLAINTIFF'S CLAIM AGAINST DEFENDANTS IS RESOLVED.

In their Answer to the complaint, defendants denied rental arrearage allegedly due and requested a jury trial to determine the issue.

In her Order, Magistrate Mikell found, "that Plaintiff waived its right to demand payment before trial of the rental arrearage "due to Plaintiff's refusal to accept the ongoing rental payments proffered by Defendants....". This is the gravamen of plaintiff's complaint—plaintiff sought payment of rental "arrearage" from defendants.

Thus, where the Order denied the plaintiff's claim of rental arrearage on the ground of wrongful refusal, (the same reason cited by the defendants in their

Answer to the Complaint), Magistrate Mikell effectively found in favor of defendants, and thus, negated any reason to continue with a trial of the Complaint, or to order payment of fair market rent (at a trial, the defendants would cite this part of the Order as their defense and request immediate dismissal of the Complaint).

V. BECAUSE THE MAGISTRATE'S ORDER FORCES ME TO PAY AN UNSUBSIDUZED MARKET RENT AS A CONDITION AS CONDITION TO MAINTAIN MY RIGHT TO A HEARING, SHE VIOLATED BOTH S.C. AND FEDERAL HOUSNG REGULATIONS

S.C. law explicitly restricts escrow for subsidized housing. Section 27-40-970(a) Provides in part, "provided that if the tenant's rent is subsidized by a government agency the tenant shall specify the portion of the rent for which he is responsible under the federal contract. Under the plain text of our state's law, this court lacks the statutory authority to demand that a subsidized tenant escrow any amount greater than the specific portion he is authorized to pay under his federal contract.

Thus, both the instant Warrant of Ejectment and the Complaint should be dismissed. This should end the matter.

Further, S.C. Code §27-40-790, nor any other part of the South Carolina Landlord Tenant Act, was intended to allow a landlord to refuse to accept timely rent payments in the full amount from a tenant, allow such payments to accumulate, demand payment of the total amount of all such payments at a future time of their choosing, and sue for eviction for non-payment of rent. If this was the case, it would in effect, allow a landlord with a lease agreement to evict a tenant absent any lease violation.

Under the Supremacy clause of the U.S. Constitution, federal HUD regulatory caps completely preempts and overrides any state court mechanism that would otherwise demand a market rate escrow bond from an indigent tenant.

CONCLUSION

Because S.C. laws and federal regulations strictly limit my rent to my income-based share, I respectfully request that this court order my monthly escrow amount under §27-40-790 be set at exact contract rent pending the final adjudication of this action.

WHEREFORE, defendants pray that:

A. The Court dismiss the Writ of Ejectment herein;

B. The Court dismiss the Complaint herein;

C. The Court award Defendants the cost of filing all appeals including the bond hearing;

D. Grant Defendants such other and further relief as the court deems necessary just and proper.

Respectfully, submitted,

Mr. Willie A. Key

Mr. Willie A. Key
1865 Grimball Rd.
Charleston, S.C. 29412

Dated: October 20, 2026.

Common Pleas

Clerk : Julie Armstrong
Charleston County Judicial Center
Charleston, SC 29401
Phone:(843) 958-5000 Fax:(843) 958-5020

Received From:	Key, Willie A			Date: 10/12/2026
	71 Society St Apt 501			Receipt #: 727401
	Charleston, SC 29401			Clerk: COCADN
Paying for:	Self			
Transaction Type:	Payment		Reference #:	
Payment Type:	Cash	$25.00	Comment:	
Total Paid:		$25.00	Non-Refundable	

Total Received:	$25.00
Change Due:	$0.00

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Case #	Caption	Previous Balance	Amount Paid	Balance Due
2026CP1001270	Willie A Key , plaintiff, et al VS Ansonborough House , defendant, et al	**$25.00**	**$25.00**	**$0.00**
Total Cases:	**1**	**$25.00**	**$25.00**	**$0.00**

STATE OF SOUTH CAROLINA)) COUNTY OF CHARLESTON)	2026CP1001270 COMMON PLEAS CASE NUMBER 2025CV1010700406 MAGISTRATE CIVIL CASE NUMBER
ANSONBOROUGH HOUSING CORP. d/b/a ANSONBOROUGH HOUSE, Plaintiff, vs. WILLIE KEY and CAROLINE KEY 71 SOCIETY STREET CHARLESTON, S.C. 29401 Defendants.	**EMERGENCY MOTION FOR STAY PENDING APPEAL**

The defendants, Willie Key and Caroline Key, hereby moves the Court pursuant to applicable S.C. rules of civil and appellate procedure for an Order staying the execution and enforcement of the Warrant of Ejectment (attached hereto as Exhibit "A") entered by this court on October 8, 2026, pending the final resolution of defendant's appeal to the Appellate Court. Said Order seeks to evict defendants on October 14, 2026 and was served on Defendants on October 8, 2026.

In support of this motion, defendants respectfully show the court as follows:

1. INTRODUCTION AND PROCEDURAL HISTORY

On June 20, 2025 plaintiff filed an Application for Ejectment (Attached hereto as Exhibit "B"). As grounds for issuance of said Rule, plaintiff alleged "failure to pay rent in the amount of $34,025.00 for January 2024 to June 2025."

On July 10, 2025 defendants filed an Answer and Counterclaim to said Rule, and requested

a jury trial.

On July 18, 2025 defendants filed an Amended Answer and Counterclaim to the Complaint.

On August 11, 2025 plaintiff filed an Answer to Defendants' Counterclaim and Motion to Strike.

On December 2, 2025 the parties attended another pre-trial hearing at which Magistrate Mikell, referring to §27-40-790 of the S.C. Code of Laws, found that Plaintiff waived its right to demand payment before trial of the rental arrearage sought by plaintiff due to Plaintiff's refusal to accept the ongoing rental payments proffered by Defendants. This finding effectively resolved the case against plaintiff and negated a further trial on the matter!

On December 4, 2025 Magistrate Mikell issued a written Order (Exhibit "C") reflecting aforementioned ruling. However, also the written order required defendants to pay market value rent monthly in the amount of $1,973.00, beginning January 1, 2026.

On December 8, 2025 defendants filed a Motion to Reconsider (Exhibit "D") with Magistrate Mikell, citing misapplication of §27-40-790(a) of the S.C. Code of Laws.

On December 10, 2025 Magistrate Mikell denied the Motion.

On December 16, 2025 defendants filed a Notice of Appeal and Motion to Expedite Appeal or Stay Magistrate's Order with the Court of Common Pleas for Charleston County.

On December 23, 2025 defendants filed an Amended Notice of Appeal with the Court Common Pleas.

On January 7, 2026 plaintiff filed a Motion to Dismiss said Appeal on the ground that the appeal was interlocutory and, therefore, not immediately appealable.

On January 26, 2026 defendants filed a Memorandum in Opposition to Plaintiff's Motion to Dismiss Appeal.

On January 28, 2026 a hearing, via video, on defendants' Appeal was held, at which Judge Derham Cole Jr. presided.

On February 19, 2026 Judge Cole Jr. entered a written Order dismissing the Appeal on the ground that it was interlocutory and, thus, premature (Exhibit "E").

On March 6, 2026 Magistrate Mikell issued a Warrant of Ejectment (Exhibit "F"), ordering defendants to vacate their apartment by March 23, 2026.

On March 11, 2026 defendants filed a Notice of Appeal & Motion for Modification concerning the Warrant of Ejectment (Exhibit "G").

II. LEGAL STANDARD

In state court the issuance of a stay pending an appeal is an exercise of judicial discretion. Courts generally, balance four vital factors when determining whether a stay is warranted: (1) whether the moving party is likely to prevail on the merits of the appeal; (2) whether the moving party will suffer irreparable injury if the stay is denied; (3) whether other parties will suffer substantial harm if the stay is granted; and (4) where the public interest lies.

III. ARGUMENT

A. The Moving Party Has a Substantial Likelihood of Success on Appeal.

There are serious, substantial, and appealable legal issues presented by this case. Specifically, the Magistrate Court acted improperly and exceeded her authority when (1) she probed into the issues presented by the case and rendered judgment (denying plaintiff's request for rent payments they refused to accept), despite defendant's written request for a jury trial; (2) she, despite ruling in defendants favor on plaintiff's claim of non-payment of rent and ordering defendants to pay the usual $471,00 contract rent, she then ordered defendants to pay plaintiff unattainable fair market rent in the amount of $1,973.00 (more than four times defendants' regular

contract rent), constructively evicting defendants; (3) she misapplied § 27-40-790(a) of the state's Residential Landlord Tenant Act to the circumstances of the case, ignoring defendants' subsidy Status.

HUD regulations prohibit 202 PRAC landlords from charging their tenants fair market rent, except where the tenants' subsidy is terminated pursuant to violation(s) of paragraph 12 of HUD'S 202 PRAC lease (Exhibit "H"). Defendants' subsidy has never been terminated.

Otherwise, Section 1, 8-4 A of HUD'S Occupational Manual 4350.3 ("Exhibit I") states "Termination of assistance is not applicable to Section 202 PRAC and Section 811 PRAC properties." Further, South Carolina's Residential Landlord Act's fair market rent provisions cannot override federal (HUD's) rent limits.

Moreover, where the Magistrate used S.C. Code Ann. §27-40-790(a)&(b) to impose fair market rent on defendants, defendants submit that said section of the S.C. Code of laws violates the due process clause of the Fourteenth Amendment to the U.S. Constitution.

Requiring a tenant to pay a landlord money allegedly owed, prior to a hearing to determine whether the tenant owes that money, violates the due process clause of the Fourteenth Amendment to the U.S. Constitution.

Because these legal arguments present dynamic and unsettled questions of law, or a clear departure from precedence, there is a strong possibility that the appellate court will vacate or reverse the Warrant of Ejectment.

B. The moving Party will Suffer Irreparable Harm Absent a Stay.

If the judgment is enforced immediately, the defendants will suffer injuries that cannot be undone or adequately compensated by monetary damages later— The defendants, 79 and 71 years of age will become disposed and homeless. This imminent threat satisfies the requirement

of irreparable injury.

C. A Stay Will Not Cause Substantial Injury to Other Parties.

Granting a temporary Stay will merely preserve the status quo until the appellate court can rule. Any delay in the enforcement of the Ejectment order can be mitigated by defendants continuing to timely pay the contract rent, as they have been doing every month, ensuring that the financial interest of the non-moving party remains protected.

D. Public Interest Favors a Stay.

The public interest is best served by ensuring that complex legal issues are correctly decided on appeal before irreversible real-world actions ae taken. Preserving judicial resources and preventing a chaotic unraveling of enforcement measures favors a deliberate, orderly appellate process.

Public interest is not served by allowing a landlord to refuse to accept timely rent payments in the full amount, have a magistrate rule against him on that matter, and the same magistrate, at the same time, impose an unconscionable monthly rent payment on that tenant, and, then proceed to evict that tenant where that tenant could not meet said rent payments, as was done in this case.

Unless a stay is granted, the defendants will suffer immediate and irreparable harm before the appellate court can review the merits of the underlying Order.

IV. CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE, Defendants respectfully requests that this Court

A. Issues an Order staying the enforcement and execution of the Writ of Ejectment, pending the final disposition of this case on appeal;

B. Issue an Order dismissing the Warrant of Ejectment herein;

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

Respectfully submitted,

Dated: 12, October 2026.

Mr. Willie A. Key

Willie A. Key pro se
71 Society St., Apt. 501
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(843) 530-0284

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

I, WILLIE A. KEY, being first duly sworn, depose and state that I am the Appellant in the foregoing action, that I have read the components of this Emergency Petition, and that the facts stated therein are true and accurate to the best of my personal knowledge, information, and belief.

Mr. Willie A. Key, Appellant
Willie A. Key,

RECEIVED
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SC Court of Appeals

Subscribed and sworn before me
this 23 day of October, 2026.

JOSEPH WILHITE NOTARY PUBLIC STATE OF SOUTH CAROLINA MY COMMISSION EXPIRES 06/09/2033

Notary Public for South Carolina
My Commission Expires: 06/09/33.

RECEIVED
OCT 26 2026
SC Court of Appeals

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US POSTAGE AND FEES PAID
GROUND ADVANTAGE IMI
Oct 23 2026
Mailed from ZIP 29412
8 OZ GND ADV RATE
ZONE 2
10940430
Commercial
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endicia

USPS GROUND ADVANTAGE

WILLIE KEY
1865 GRIMBALL ROAD
Charleston SC 29412

B012 0001

EXPRESS

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SHIP TO: SC COURT OF APPEALS
JENNY A. KITCHINGS, CLERK
PO BOX 11629
COLUMBIA SC 29211-1637

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